



# FULTON COUNTY

*People*      *Vision*      *Neighborhoods*  
*Families*

*Mission*  
*To serve, protect and govern in concert with*  
*local municipalities*

*Values*  
*People*      *Customer Services*  
*Ethics*      *Resource Management*  
*Innovation*      *Equal Opportunity*

INVITATION TO BID NO. 11ITB80176K-JAJ

## SANITARY SEWER EASEMENT MAINTENANCE FOR DEPARTMENT OF PUBLIC WORKS

**BID DUE TIME AND DATE:** 11:00 A.M. October 10, 2011  
**BID ISSUANCE DATE:** August 25, 2011  
**PURCHASING CONTACT:** James A. Jones  
**PRE-BID CONFERENCE DATE:** September 26, 2011  
**E-MAIL:** james.jones@fultoncountyga.gov  
**LOCATION:** Fulton County Department of Purchasing and Contract Compliance  
130 PEACHTREE STREET SW SUITE 1168  
Atlanta, Georgia 30303

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## **DIVISION 0**

# **BIDDING AND CONTRACT REQUIREMENTS**

## **SECTION 00020 INVITATION TO BID**

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the construction of **Sanitary Sewer Easement Maintenance** will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, until 11:00a.m., local time, on Monday, October 10, 2011 and then at said office publicly opened and read aloud.

### **Description of Project:**

The wastewater collection system of Fulton County comprises over 2,300 miles of sewers, 43,000 manholes, and 51 pumps stations. The majority of the sanitary sewer lines, manholes and pump stations are located within a sanitary sewer easement on a private property outside of public right-of-way. Typically, the easements are 20 feet wide measured 10 feet from either side of the centerline of the pipeline. However, in some cases these parameters vary.

The work to be performed under this contract shall consist of Sanitary Sewer Easement Maintenance for the Department of Public Works easement areas and associated facility sites. The easements will be selected and assigned by the Department of Public Works personnel. This work shall include of all implements, machinery, equipment, tools, materials, transportation, labor, and all incidentals required for the safe implementation and completion of the work.

Easements that will be encountered under this contract can vary from wet, low lying areas next to creeks, streams or rivers to those in fully-developed neighborhoods and business districts, to easements on steeply sloped embankments, or to areas at County owned facilities. The primary focus of this contract is to clear sanitary sewer easements of trees, shrubs, bushes, and structures encroached within the easement limits, for the purpose of facilitating sewer maintenance work.

All work shall be performed in accordance with the Contract Documents, Drawings and Fulton County Standards and Specifications. A copy of Fulton County Standard Plans can be viewed at the County's Website: <http://www.fultoncountyga.gov> under "Department - Public Works

### **Permits:**

All work under this contract will be performed within the County's sewer easement areas. As a result no permits have been secured and any additional permits required for this project will be the responsibility of the Contractor.

### **Rights of Way/Easements:**

It is anticipated that all work will be performed within existing County easements or rights-of-way. Any additional areas required by the Contractor for the use of additional access, storage, lay down areas, parking, etc., shall be the responsibility of the Contractor.

### **Bid Documents:**

The bid documents which contain the Instructions to Bidders, Bid and Contract Requirements (Bid Form, Bid Bond, Performance Bond, Payment Bond, Contract Agreement), and other Documents (Drawings and/or Specifications) can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities."

**Subcontracting Opportunities:**

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities."

**Term of Contract:**

The term of this Contract shall be **1095 consecutive calendar days (36 months)** from the date of Notice to Proceed. The selected vendor shall be issued work by a written/signed Task Order for individually assigned tasks. Work shall begin no later than 7 days from the issuance of a Task Order and shall be completed within the time specified in the Task Order. Fulton County reserves the right to award this contract in full or portion of the overall bid total based on available funding.

The County will make payments, within **45** days, in response to the Contractor's monthly Applications for Payment, which are accompanied by the Engineer's Certificate for Payment, for work performed to date plus cost of stored materials, less retainage. Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

**No Contact Provision:**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

**Bid Contact**

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Department of Purchasing and Contract Compliance  
Attn: James A. Jones, Assistant Purchasing Agent  
Fulton County Public Safety Building  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Phone: (404) 612-5818  
Reference Bid # 11ITB80176K-JAJ

Or james.jones@fultoncountyga.gov

### **Basis of Award**

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **before** execution of the Contract, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **before** the Owner will execute the Contracts.

### **Pre-Bid Conference**

Date: September 26, 2011  
Time: 2:00 P.M.  
Location: Fulton County Department of Purchasing and Contract Compliance,  
Public Safety Building  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303

An optional pre-bid conference will be held in the Fulton County Department of Purchasing and Contract Compliance Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the bidders' perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

**END OF SECTION**

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## **SECTION 00100 INSTRUCTIONS TO BIDDERS**

### **Contract Documents**

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

### **Bid Preparation and Execution**

All Bids must be made on the Bid forms contained herein. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303, and labeled "**Bid for Sanitary Sewer Easement Maintenance.**"

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

### **Addenda and Interpretations**

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery or e-mail, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than 2:00 PM, Monday October 3, 2011. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Fulton County Department of Purchasing and Contract Compliance  
Attn: James A. Jones, Assistant Purchasing Agent  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303

james.jones@fultoncountyga.gov  
Reference Bid # 11ITB80176K-JAJ

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

### **Site Examination**

There will not be a scheduled site visit for this project.

### **Bidder's Modification and Withdrawal of Bids**

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

### **Bid and Contract Security**

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

**Bids must be accompanied by a bid bond or certified check** in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds

are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **Right to Reject Bids**

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

### **Applicable Laws**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

### **Examination of Contract Documents**

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

### **Termination**

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

### **Indemnification and Hold Harmless Agreement**

See Section 00490, Insurance and Risk Management Provisions, Indemnification and Hold Harmless Agreement.

### **Bid Opening**

Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

### **Determination of Successful Bidder**

Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder, if awarded. Award will be made on the basis of the prices given in the Base Bid Total.

1. **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
  - a. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
  - b. Is properly licensed to perform this type of work in Fulton County. Bidders must have a utility contractors license to perform this work. O.C.G.A. §43-14-8.3 (h)
  - c. Maintains a permanent place of business individually or in conjunction with the prime contractor.
  - d. Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
  - e. Has adequate personnel and equipment to do the work expeditiously.
  - f. Has suitable financial means to meet obligations incidental to the work.
2. **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

### **Wage Clause**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

### **Notice of Award of Contract**

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder(s) of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of contract execution. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

### **Execution of Contract Documents**

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

#### **Joint Venture**

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

#### **Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement**

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

#### **Georgia Security and Immigration Compliance Act**

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

### **Bid General Requirements**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent  
Fulton County Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.

9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the

manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.

21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.

22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).

23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.

26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.

27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.

28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.

29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force

and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.

30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:

- a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
- b. Lowest cost to the County over projected useful life.
- c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

32. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.

33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.

34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton

County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.

37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

**Required Bid Submittal Check List for Invitation To Bid (ITB)**

**The following submittals shall be completed and submitted with each bid (see table below “Required Bid Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.**

Submit one (1) Original bid, signed and dated and three (3) **complete** copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (✓)
<b>1</b>	Bid Form (Section 00300) – All dollar amounts must be both in writing AND figures and represent prices for the published scope of work without exceptions.	
<b>2</b>	Acknowledgement of each Addendum (acknowledged both on the Bid Form, Section 00300, and on the form included with each addendum).	
<b>3</b>	Bid Bond (Section 00410) (separate envelope if Public Works Construction project)	
<b>4</b>	Purchasing Forms (Section 00420) Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Georgia Utility Contractor License Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
<b>5</b>	Office of Contract Compliance Requirements (Section 00430) Exhibit A - Promise of Non-Discrimination (for Prime and each Sub) Exhibit B - Employment Record (for Prime and each Sub) Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
<b>6</b>	Risk Management Insurance Provisions Form (Section 00490) and proof of insurance, either letter from insurer or Certificate of Insurance.	

**END OF SECTION**

**SECTION 00300  
BID FORM**

Submitted To: Fulton County Government

Submitted By: \_\_\_\_\_

For: **Sanitary Sewer Easement Maintenance**  
**ITB #**

Submitted on \_\_\_\_\_, 20\_\_.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID TOTAL IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.  
Please make sure that all line items below are accurately calculated and total up to this inclusive amount.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID TOTAL: ITEMS 1 THROUGH 12 (BELOW), INCLUSIVE, IN THE AMOUNT OF:

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_).

Make sure that all line items below are accurately calculated and total up to the inclusive BASE BID TOTAL amount entered on Page 1.

**Method of Bidding**

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids or conditional Bids will be subject to rejection. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
<b>1</b>	<b>EASEMENT CLEARING</b>				
a.	650,000	SF	Mow	\$	
b.	3,800,000	SF	Light	\$	
c.	5,000,000	SF	Moderate	\$	
d.	5,500,000	SF	Medium	\$	
e.	2,500,000	SF	Heavy	\$	
f.	1,200,000	SF	Extra Heavy	\$	
				<b>SUBTOTAL</b>	<b>\$</b>
<b>2</b>	<b>SELECTIVE TREE REMOVAL (As Directed by the Engineer)</b>				
a.	10	EA	Selective Tree – 4.1	\$	
b.	10	EA	Selective Tree – 8.1	\$	
c.	10	EA	Selective Tree – 14.1	\$	
d.	10	EA	Selective Tree – 20.1	\$	
e.	10	EA	Selective Tree – 26.1	\$	
				<b>SUBTOTAL</b>	<b>\$</b>
<b>3</b>	<b>TREE STUMP GRINDING (As Directed by the Engineer)</b>				
a.	10	EA	Stump Grinding – 4.1	\$	
b.	10	EA	Stump Grinding – 8.1	\$	
c.	10	EA	Stump Grinding – 14.1	\$	
d.	10	EA	Stump Grinding – 20.1	\$	
e.	10	EA	Stump Grinding – 26.1	\$	
				<b>SUBTOTAL</b>	<b>\$</b>
<b>4</b>	<b>EROSION AND SEDIMENTATION CONTROL: Installed Per Manual for Erosion and Sedimentation Control of Georgia</b>				
a.	25,000	SF	Roadway for Temporary Access	\$	
b.	10	EA	Temporary Stream Crossing (Sr)	\$	
c.	10,000	SF	Grassing (All Types)	\$	
d.	5,000	SF	Mulching	\$	
e.	1,000	SF	Sodding (All Types)	\$	
f.	1,000	CY	Top Soil In Place (Tp)	\$	
g.	5,000	LF	Reinforced Silt Fence (Sd1-C)	\$	
h.	100	CY	Surface Stone for Site Access	\$	
i.	100	CY	Rip Rap	\$	
j.	200	SF	Standard Slope Matting (Mb)	\$	
k.	50	EA	Hay Bale Check Dams (Sd1-Hb)	\$	
l.	50	EA	Stone Check Dams (Rd)	\$	
m.	20	EA	Inlet Sediment Traps (Sd2)	\$	
n.	100	SF	Stream Bank Stabilization (Vegetation)	\$	
o.	5,000	LF	Tree Protection Fence	\$	
				<b>SUBTOTAL</b>	<b>\$</b>

<b>5</b>	<b>INSTALL EASEMENT BOUNDARY MARKER</b>				
a.	500	EA	County – Supplied	\$	
b.	500	EA	Contractor- Supplied	\$	
SUBTOTAL \$					
<b>6</b>	<b>APPLICATION OF HERBICIDE</b>				
a.	2,000,000	SF	Mechanical Application	\$	
b.	100,000	SF	Manual Application	\$	
SUBTOTAL \$					
<b>7</b>	<b>LOCATE, EXPOSE, &amp; FLAG BURIED MANHOLE (As Directed by the Engineer)</b>				
a.	10	VF	Buried up to 2 Feet Below	\$	
b.	10	VF	Buried 2 - 4 Feet Below	\$	
c.	10	VF	Buried more than 4 Feet Below	\$	
SUBTOTAL \$					
<b>8</b>	<b>REMOVE &amp; REPLACE EXISTING FENCE</b>				
a.	500	SF	Wooden Fence (All Types)	\$	
b.	500	SF	Chain Link Fence (All Types)	\$	
c.	500	SF	Ornamental Fence (All Types)	\$	
SUBTOTAL \$					
<b>9</b>	<b>INSTALL AND REMOVE TEMPORARY FENCE</b>				
a.	500	SF	Chain Link Fence	\$	
SUBTOTAL \$					
<b>10</b>	<b>INSTALL 10-FT WIDE GATE ON EXISTING FENCE</b>				
a.	100	SF	Wooden Gate (All Types)	\$	
b.	100	SF	Chain Link Gate (All Types)	\$	
c.	100	SF	Ornamental Gate (All Types)	\$	
SUBTOTAL \$					
<b>11</b>	<b>HOURLY RATE: The Contractor will provide personnel and equipment on a per hour basis for those situations that do not fit the standard per unit pricing as determined by the County.</b>				
a.	8	HR	Supervisor – Regular Hour	\$	
b.	8	HR	Supervisor – Overtime Hour	\$	
c.	8	HR	Crew Leader – Regular Hour	\$	
d.	8	HR	Crew Leader – Overtime Hour	\$	
e.	8	HR	Laborer – Regular Hour	\$	
f.	8	HR	Laborer – Overtime Hour	\$	
g.	8	HR	Equipment Operator – Regular Hour	\$	
h.	8	HR	Equipment Operator – Overtime Hour	\$	
i.	8	HR	Rubber Tired Front End Loader	\$	
j.	8	HR	Rubber Tired Backhoe	\$	
k.	8	HR	Clearing Tractor with Flail	\$	
l.	8	HR	Clearing Tractor with Mower	\$	
m.	8	HR	Disc Chipper	\$	
n.	8	HR	Dump Truck	\$	

o.	8	HR	Pickup Truck	\$	
p.	8	HR	Chainsaw	\$	
				<b>SUBTOTAL</b>	<b>\$</b>
<b>12</b>	<b>OWNER – DIRECTED ALLOWANCES</b>				
a.			Utility Conflict Resolution		\$ 50,000.00
b.			County- Supplied Materials		\$ 50,000.00
c.			Easement Verification Survey		\$ 50,000.00
d.			Contingency		\$ 100,000.00
				<b>TOTAL BID COST</b>	<b>\$</b>

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer through a Notice To Proceed and to fully complete all work under this Contract within the agreed upon days specified in a written Task Order for each task.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of: \_\_\_\_\_  
 \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_  
 \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_  
 \_\_\_\_\_

**BIDDER:** \_\_\_\_\_



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**END OF SECTION**

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**SECTION 00410**  
**BID BOND**

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

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**BID BOND**

**Sanitary Sewer Easement Maintenance**

**FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of \_\_\_\_\_ Dollars and Cents (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **Sanitary Sewer Easement Maintenance**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of \_\_\_\_\_

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Dollars

(\$ \_\_\_\_\_) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY \_\_\_\_\_

(SEAL)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY \_\_\_\_\_

(SEAL)

**END OF SECTION**

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**SECTION 00420**

**PURCHASING FORMS & INSTRUCTIONS**

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
  - Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
  - Form C: Professional License Certifications
    - Form C1 – Georgia Utility License Contractor License
  - Form D: Certification Regarding Debarment
  - Form E: Disclosure Form and Questionnaire
  - Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
  - Form G: Georgia Security and Immigration Subcontractor Affidavit
-

**FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

STATE OF GEORGIA

COUNTY OF FULTON

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL  
REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages \_\_\_\_\_ To \_\_\_\_\_ Inclusive, Including Addendum(s) \_\_\_\_ To \_\_\_\_, And/Or Appendices To \_\_\_\_, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

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**FORM D: CERTIFICATION REGARDING DEBARMENT**

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

***INSTRUCTIONS FOR CERTIFICATION***

By signing and submitting this certification, the Offeror is providing the certification set out below:

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

***DEBARMENT ORDINANCE***

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**Authority to suspend.**

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**Causes for Suspension. The causes for suspension include:**

(1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

(2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

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(3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

d. Falsification of any documents.

(5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

(6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

**Division 0 - Bidding and Contract Requirements**

**Purchasing Forms & Instructions**

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**FORM E: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:                      YES                                      NO

3. Have you or any member of your firm or team ever been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:                      YES                                      NO

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**Division 0 - Bidding and Contract Requirements****Purchasing Forms & Instructions**

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other Federal, State or Local Government, or private entity during the last three (3) years?

Circle One:                      YES                      NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                      YES                      NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

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**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.



**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A./ 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## CONTRACT COMPLIANCE REQUIREMENTS

### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

### Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEO Report), describing the racial and gender make-up of the firm's work force. If the EEO Report indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

### DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

### EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

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1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

### **REQUIRED FORMS AND EBO PLAN**

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

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## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/WE ( \_\_\_\_\_ )  
Name

\_\_\_\_\_  
Title Firm Name

Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- (3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- (4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- (5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- (6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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<b>EXHIBIT B - EMPLOYMENT REPORT</b>																			
The demographic employment make-up for the bidder <b>must</b> be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.																			
JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE <i>(Not of Hispanic Origin)</i>		BLACK or AFRICAN AMERICAN <i>(Not of Hispanic Origin)</i>		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE <i>(AIAN)</i>		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																			
FIRST/MID LEVEL OFFICIALS and MANAGERS																			
PROFESSIONALS																			
TECHNICIANS																			
SALES WORKERS																			
ADMINISTRATIVE SUPPORT WORKERS																			
CRAFT WORKERS																			
OPERATIVES																			
LABORERS & HELPERS																			
SERVICE WORKERS																			
<b>TOTAL</b>																			

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_ Subcontractor

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

## EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: \_\_\_\_\_

ITB/RFP NUMBER: \_\_\_\_\_

Project Name or Description of Work/Service(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE);

\*\*If yes, attach copy of recent certification letter.

## EXHIBIT D

### **LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES**

This form must be completed by ALL known subcontractors/suppliers and submitted with the bid. The Prime Contractor must submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

\_\_\_\_\_ Hereby declares that it is my/our intent to  
**(Bidder)**

Perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

### **(Description of Work)**

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

### **AUTHORIZED COMPANY REPRESENTATIVE**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

## EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB No. \_\_\_\_\_

Project Name \_\_\_\_\_

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

NAME OF JOINT VENTURE (If applicable): \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT CONTINUED

Note: Attach additional sheets as required

2. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
  3. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
  4. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
  5. Describe the estimate contract cash flow for each joint venturer.
  6. To what extent and by whom will the on-site work be supervised?
  7. To what extent and by whom will the administrative office be supervised?
  8. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
  9. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
  10. Describe the experience and business qualifications of each joint venturer.
  11. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
  12. Percent of ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_
  13. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
  14. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_
-

## EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT CONTINUED

15. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Purchasing and Contract Compliance and Departments of Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR: \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, appeared

\_\_\_\_\_, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT**

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name)

**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.**

## EXHIBIT H

### FULTON COUNTY FIRST SOURCE JOBS PROGRAM

**STATEMENT OF POLICY:**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

**PURPOSE:**

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

**MONITORING POLICY:**

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

**FORM 1**  
**FULTON COUNTY**  
**First Source Jobs Program Information**

Company Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**FORM 2**

## FULTON COUNTY First Source Jobs Program Agreement

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

RFP/ITB Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**FORM 3  
END OF SECTION**

**SECTION 00490**

## **Insurance and Risk Management Provisions Sanitary Sewer Easement Maintenance**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

2.

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

**\*\*To include U.S. Longshoremen and Harbor Workers Act\*\***

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

**\*\*Limited Pollution to include coverage for Herbicide and Pesticide\*\***

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits** Each Occurrence \$500,000  
(Including operation of non-owned, owned, and hired automobiles).  
\*\*Broadened Pollution Endorsement CA9948 and MCS 90\*\*

**4. UMBRELLA LIABILITY** Each Occurrence \$1,000,000  
(In excess of the above noted coverages)

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

The policy will name Fulton County, The Contractor and Subcontractors of all tiers as Insureds under the policy.

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least forty-five (45) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County (Additional Insured).

Additional Insured under the General Liability and Auto Liability, with no Cross Suits exclusion.

**Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

---

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

---

**SECTION 00500  
DRAFT OWNER - CONTRACTOR AGREEMENT  
SANITARY SEWER EASEMENT MAINTENANCE  
ITB #**

Contractor: \_\_\_\_\_ Project No. \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Facsimile: \_\_\_\_\_

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 , by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

- General Conditions
- Special Conditions
- Bid Form
- Scope of Work and Technical Specifications
- Drawings and Specifications
- Exhibits
- Purchasing Forms
- Office of Contract Compliance Forms
- Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for and in consideration of a Contract Price of \_\_\_\_\_ (\$ \_\_\_\_\_) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

*Project Number: [INSERT PROJECT #]*

**SANITARY SEWER EASEMENT MAINTENANCE**

The term of this Contract shall be **1095 consecutive calendar days (36 months)** from the date of the Notice to Proceed. Work will be issued by a written and signed Task Order for individually assigned projects. The Contractor shall commence the Work with adequate force and equipment within 7 days from receipt of the Task Order from the County, and shall fully complete all work under this Contract within the time specified in the Task Order for each project. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

Fulton County reserves the right to award this contract in full or portion of the overall bid total based on available funding. In such case, no claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provisions]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

*[SIGNATURES NEXT PAGE]*

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

***[Insert Contractor COMPANY  
NAME ]***

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

\_\_\_\_\_  
***[Insert Name & Title of person  
authorized to sign contract]***

ATTEST:

ATTEST:

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (Seal)

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
***[Insert Department Head Name]  
[Insert Department Head Title]***

**END OF SECTION**

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## **SECTION 00610**

### **PERFORMANCE BOND REQUIREMENTS**

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
(Insert name of Contractor)  
(hereinafter called the "Principal") and \_\_\_\_\_ (hereinafter called the  
(Insert name of Surety)  
"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of \_\_\_\_\_ [100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **[NAME OF PROJECT]**, as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes,

alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

END OF SECTION

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**SECTION 00620**  
**PAYMENT BOND**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
(Insert name of Contractor)  
(hereinafter called the "Principal") and \_\_\_\_\_ (hereinafter called the  
(Insert name of Surety)  
"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of \_\_\_\_\_ [100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **[NAME OF PROJECT]**, as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**END OF SECTION**

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**SECTION 00700**

**GENERAL CONDITIONS**

**00700-1 FAMILIARITY WITH SITE**

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

**00700-2 CONTRACT DOCUMENTS**

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety. Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion. Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid. If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

**Drawings and Specifications:**

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern. Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

**00700-3 DEFINITIONS**

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate Bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base Bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager or Engineer shall mean the County authorized representative for this project. The titles Construction Manager and Engineer are used interchangeably with Contracting Officer, or County Representative.

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Design Consultant shall mean the firm or corporation responsible for the detailed design drawings and specifications.

Director - Director of the Department of Public Works of Fulton County, Georgia or the designee thereof.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end

upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Program Manager - Not used in this contract. Delete all references.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

#### **00700-4 CODES**

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

#### **00700-5 REVIEW OF CONTRACT DOCUMENTS**

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

#### **00700-6 STRICT COMPLIANCE**

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

#### **00700-7 APPLICABLE LAW**

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All

work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

**00700-8 PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

**00700-9 TAXES**

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

**00700-10 DELINQUENT CONTRACTORS**

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, backcharge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

**00700-11 LIEN WAIVERS**

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

**00700-12 MEASUREMENT**

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

**00700-13 ASSIGNMENT**

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

**00700-14 FOREIGN CONTRACTORS**

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

**00700-15 INDEMNIFICATION [there are two indemnification clauses, the other is in the Contract Cover Sheet]**

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager and the Program Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager or Program Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County, the Construction Manager and the Program Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager or the Program Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager and the Program Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

**00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore. Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

#### **00700-17 ADMINISTRATION OF CONTRACT**

The Program Manager and the Construction Manager shall provide administration services as hereinafter described. For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager. The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

**00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES**

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

**00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT**

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

**00700-20 DISCIPLINE ON WORK SITE**

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

**00700-21 HOURS OF OPERATION**

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

**00700-22 FAMILIARITY WITH WORK CONDITIONS**

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

**00700-23 RIGHT OF ENTRY**

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

**00700-24 NOTICES**

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

**00700-25 SAFETY**

**A. SAFETY, HEALTH AND LOSS PREVENTION**

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

**B. [wab1]COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS**

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

**C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS**

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

**D. PROTECTION OF THE WORK**

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

**E. SAFETY EQUIPMENT**

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent

shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

**00700-26 BLASTING AND EXCAVATION**

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

**00700-27 HIGH VOLTAGE LINES**

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

**00700-28 SCAFFOLDING AND STAGING**

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

**00700-29 CLEAN-UP**

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

**00700-30 PROTECTION OF WORK**

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

**00700-31 REJECTED WORK**

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

**00700-32 DEFECTIVE WORK**

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

**00700-33 WARRANTY OF NEW MATERIALS**

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

**00700-34 CONTRACTOR'S WARRANTY OF THE WORK**

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

**00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES**

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

**00700-36 WARRANTIES IMPLIED BY LAW**

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

**00700-37 STOP WORK ORDERS**

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

**00700-38 TERMINATION FOR CAUSE**

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

**00700-39 TERMINATION FOR CONVENIENCE**

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor,

and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

**00700-40 TERMINATION FOR CONVENIENCE - PAYMENT**

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

**00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS**

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

**00700-42 COST TO CURE**

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

**00700-43 ATTORNEY'S FEES**

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

**00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION**

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:

- a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
  - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
  8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
  9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

**00700-45 RECORDS**

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

**00700-46 DEDUCTIONS**

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

**00700-47 REIMBURSEMENT OF THE COUNTY**

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

**00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES**

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

**00700-49 COMMENCEMENT AND DURATION OF WORK**

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

**00700-50 TIME OF THE ESSENCE**

All time limits stated in this agreement are of the essence of this contract.

**00700-51 IMPACT DAMAGES**

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

**00700-52 DELAY**

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

**00700-53 INCLEMENT WEATHER**

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

**00700-54 DELAY - NOTICE AND CLAIM**

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

**00700-55 STATEMENT OF CLAIM - CONTENTS**

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

**00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR**

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

**00700-57 DILIGENCE**

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

**00700-58 SET-OFFS**

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

**00700-59 REMEDIES CUMULATIVE**

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

**00700-60 TITLE TO MATERIALS**

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

**00700-61 INSPECTION OF MATERIALS**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

**00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING**

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on

materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

**00700-63 MATERIALS INCORPORATED IN WORK**

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

**00700-64 STORAGE OF MATERIALS**

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

**00700-65 PAYROLL REPORTS**

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

**00700-66 CONTRACTORS' REPRESENTATIVE**

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

**00700-67 SPECIALTY SUB-CONTRACTORS**

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

**00700-68 INSPECTION BY THE CONSTRUCTION MANAGER**

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

**00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION**

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

**00700-70 SCHEDULING OF THE WORK**

***The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.***

**00700-71 PROGRESS ESTIMATES**

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

**00700-72 PROGRESS PAYMENTS**

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

**00700-73 TIME OF PAYMENT**

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

**00700-74 RETAINAGE**

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

**00700-75 PAYMENT OF SUBCONTRACTORS**

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

**00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

**00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK**

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

**00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and

suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

**00700-79 JOINT PAYMENTS**

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

**00700-80 RIGHT TO WITHHOLD PAYMENT**

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

**00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

**00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

**00700-83 COMMENCEMENT OF WARRANTIES**

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

**00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT**

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall

be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

**00700-85 DOCUMENTATION OF COMPLETION OF WORK**

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

**00700-86 GOVERNING LAW**

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

**00700-87 CHANGES IN THE WORK**

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - d. By the method provided in Subparagraph A4 below.

4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
  - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
  - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
5. In Subparagraphs 3 and 4 above, the items included in "Cost" and "Overhead" shall be based on the following schedule:
  - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
  - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
  - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
  - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.

- b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
  - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
  - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
  - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

**B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS**

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.
2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

**C. REQUESTS FOR ADDITIONAL COST**

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request.

This notice shall be give by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

**D. MINOR CHANGES IN THE WORK**

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

**E. BONDS**

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

***00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE***

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

***00700-89 NO WAIVER OF REMEDIES***

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

***00700-90 LAND AND RIGHTS-OF-WAY***

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

***00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION***

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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**EXHIBIT A**

**FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by \_\_\_\_\_ or any of his subcontractors in connection with the design and/or construction of \_\_\_\_\_ at Fulton County have been paid and satisfied in full as of \_\_\_\_\_, 200\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.  
\_\_\_\_\_, who under Oath deposes and says that he is  
\_\_\_\_\_ of the firm of \_\_\_\_\_, that he has read the above  
statement and that to the best of his knowledge and belief same is an exact true statement.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission expires

END OF SECTION

## **DIVISION 1**

# **GENERAL REQUIREMENTS**

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## SECTION 01010 SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.01 SCOPE

1. The work to be performed under this contract shall consist of Sanitary Sewer Easement Maintenance for the Department of Public Works easement areas and associated facilities. Fulton County is approximately 75 miles long and covers an area of approximately 530 square miles; this area includes the City of Atlanta which is located at the center of the County. The County's wastewater collection system is divided into two systems, the North Fulton sanitary sewer system and the South Fulton sanitary sewer system. These two systems are physically separated by the City of Atlanta. The City of Atlanta has an area of approximately 126 square miles and maintains its own sewer system. Fulton County Department of Public Works provides sewer services for the rest of the County, an area of approximately 404 square miles. The County's wastewater collection system includes thirteen defined sewer basins in North Fulton and five defined sewer basins in South Fulton. The sanitary sewer system serves approximately 92,000 residential and commercial customers. The Department of Public Works maintains over 2,300 miles of sewer, 43,000 manholes, and 51 pump stations. The majority of the sanitary sewer lines, manholes and pump stations are located within a sanitary sewer easement on private property. Typically, the easements are 20 feet wide measured 10 feet from either side of the centerline of the pipeline. However in some cases these parameters vary. The easement area shall be selected and assigned by the Department of Public Works personnel.
2. The work shall include the furnishing of all implements, machinery, equipment, tools, materials, transportation, labor and all incidentals required for the safe implementation and completion of the work. The Contractor shall obtain a right-of-entry should one be needed to access an easement or portion of an easement.
3. Easements that will be encountered under this contract can vary from wet, low lying areas next to creeks, streams or rivers to those in fully developed neighborhoods and business districts, to easements on steeply sloped embankments, or to areas at county owned facilities.

### PART 2 – PERSONNEL AND EQUIPMENT

#### 2.01 PERSONNEL

1. The Contractor's personnel, including subcontractors, will have photo identification (ID) in their possession at all times. When possible, the photo ID should be worn so it is readily visible. The ID should include the person's name, company affiliation, and company phone number.
2. The Contractor shall provide qualified supervision of each crew at all times while working under this contract. The individual who is authorized and referred to herein as the "supervisor" shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; reading and understanding the contract; and receiving and carrying out directions from the County. The County will make no additional compensation for this individual. Failure of the supervisor to act on County directions may be sufficient cause to give notice of default to the Contractor unless such directions would create personal injury or a safety hazard.
3. The supervisor also will serve as the Contractor's representative on issues and matters that arise in the easement areas, including coordinating work with the property owners and responding to any public complaints. There shall be at least one person in a position of responsibility representing the Contractor on site at all times, who is capable of communicating with the public, the County representative, and the Contractor's workforce.
4. The quantity of work listed on the Bid Schedule may require multiple crews working at one or more

locations at the same time.

5. The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall enforce strict discipline and good order among its employees at all times during the performance of the work. The County may, by written notice, require the Contractor to remove any employee from the work who is deemed by the County designated representative to be incompetent or not performing up to the standards set forth in this invitation.
6. The contractor's employees shall behave in a respectful manner at all times while on the job site and shall refrain from objectionable behavior and language. The employees are to confine themselves to the easement and will not move, disrupt, or destroy items outside of the easement.

## **2.02 EQUIPMENT**

1. The Contractor shall possess, or have available by formal agreement at the time of bidding, the equipment required on the Bid Schedule and any other necessary equipment and tools required to perform the work as outlined in these specifications.
2. All equipment used in this project shall be subject to routine County inspection. Any equipment found to be unsuitable for use in the opinion of the County must be properly repaired or replaced.
3. The Contractor shall utilize the proper equipment and personnel based upon the work required and the surrounding land uses. The Contractor will protect the health of the Contractor's personnel, County personnel, and the public's at all times. The Contractor will protect all property at all times.
4. The Contractor shall comply with all O.S.H.A. regulations applicable to the work (refer to [www.OSHA.com](http://www.OSHA.com) for complete listing.) The Contractor's employees shall wear and utilize all O.S.H.A. required safety equipment while performing this work including, but not limited to, safety helmets, safety glasses, face shields, steel toe or composite toe safety shoes, reflective and fluorescent traffic safety vests, gas detection, and confined space entry equipment, chain saw chaps, etc.
5. The Contractor is responsible for complying with all applicable federal, state, county, and municipal policies, procedures, and laws relative to the work outlined in this contract.
6. The County shall have the right to suspend operations if, in its opinion, the work is not being conducted in a safe manner. Failure to comply with mandated safety regulations shall result in a meeting with the County's Risk Management to discuss and rectify lack of compliance. Repeated or flagrant safety violations may constitute grounds for contract termination.

## **PART 3 - EXECUTION OF THE WORK**

### **3.01 TRAFFIC**

The Contractor shall not obstruct traffic along and across major through streets or intersections thereof during the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M., Monday through Friday.

The flow of traffic will be maintained at all times during Easement Maintenance activities by permitting at least one lane of traffic to move through the easement area. The Contractor shall seek approval from the County or local authorities having jurisdiction over the work for any road and lane closure. The Contractor shall furnish all flagmen, warning signs, barricades, and lights necessary to control the traffic and protect the public at no additional cost to the County. All traffic control devices shall meet and be installed per the Manual on Uniform Traffic Control Devices (MUTCD.)

### **3.02 SAFETY PRECAUTIONS**

The Contractor shall be solely responsible for safety and control within the work site and shall take the necessary precautions to protect employees and the public.

### **3.03 COMMUNICATION**

1. The Contractor shall furnish the Supervisor and each Field Crew Leader with equipment in order to facilitate a means of two-way communication with the County during normal working hours.

2. Before 7:00 AM each work day the Contractor will contact the County to advise when and where crews will be working that day. This communication typically will be accomplished via e-mail to the County's Representative. Work may not commence unless this notification takes place.
3. Field related work requiring the assistance of County personnel must be scheduled a minimum of 48-hours in advance.
4. The Contractor will provide public notification of all field activities. The Contractor will provide these notifications per the specifications or County's directive. Unless otherwise stated in the specifications, notifications will, at a minimum, be 48-hours in advance and, at a minimum, be in the form of a door flyer.
5. The Contractor will be responsible for communicating with property owners prior to entering onto their property, removing fences, etc. If a conflict with a property owner arises concerning the work, the Contractor shall notify the County Representative immediately of the situation.
6. All vehicles used in the field must have a temporary or permanent company logo on both the driver and passenger side of the vehicle that is easily read from a distance.

### **3.04 CLEANING**

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by maintenance operations and shall present a neat, orderly, and workmanlike appearance at all times. All debris from the work site shall be cleaned up each day before the work crew leaves. Section 01710 provides more detailed requirements for site cleaning.

### **3.05 SUPERVISION**

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the County or its authorized representative. All work pursuant to this contract shall be performed in a skillful and competent manner.

### **3.06 INSPECTION**

The County will inspect the work done under this contract and is authorized and empowered to reject and refuse all work, the methods of application or any part thereof, in fulfillment of the contract, that does not comply in kind, quality, quantity, time, or place with the Contract Documents. Fulton County does not commit to having full time inspection of the work while in process. Any lack of inspection will in no way relieve the Contractor of responsibility and liability to provide quality workmanship in accordance with the specifications.

### **3.07 WORKING HOURS**

The contractor's operations shall be restricted from 7:00 AM to 7:00 PM, Monday through Friday, unless otherwise approved by the County or local authorities having jurisdiction over the work area.

### **3.08 PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection of all public and private property on and adjacent to the work, and shall use every reasonable precaution necessary to prevent damage during the Easement maintenance activities.

The Contractor shall be responsible for all damage or injuries to property of any character resulting from any act, omission, negligence, or misconduct in the implementation of the work. It will be the Contractor's responsibility to rectify any direct or indirect damage or injury caused to private or public property on or by account of any act, omission, negligence, or misconduct in the implementation of the work. The Contractor shall make good such damage or injury in a manner acceptable to the owner of the private property and to the County at no additional cost to the County.

### **3.09 EASEMENT ACCESS**

The Contractor will enter and exit the work sites by making use of roadways, drives, or across grounds and routes established or designated by the County. If additional access is necessary

across private property, the County will negotiate and obtain the necessary access. At no time will the Contractor obtain access to an easement without the knowledge and consent of the County. Additional access for the convenient use of the Contractor shall be his responsibility.

### **3.10 PUBLIC NOTIFICATION**

The Contractor will be responsible for communicating with property owners prior to entering onto their property. If a conflict with property owners arises concerning the work, the Contractor shall notify the County Representative immediately.

## **PART 4 – OTHER CONTRACTS**

1. It is understood and agreed that the Contractor shall execute the Work in such manner and in such order as will not interfere with any work in process, and will permit the County to perform other work or to enter into other contracts for work and materials to be constructed or placed in, on, or about the Work herein described, with the least interference possible and with complete cooperation whenever it is desirable to implement said work, either simultaneously with the Work under this contract or otherwise.
2. It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the County on account of any work performed by the County or other contractors that in any way affects the Work under this contract, provided that such work of the County and other contractors shall, in the opinion of the Department of Public Works, be performed in a proper and expeditious or a necessary manner. The Department of Public Works shall decide all questions between the Contractor and any other contractors, and the order of carrying on the Work shall always be subject to its direction and approval.
3. If, in the judgment of the Department of Public Works, the County and one or more contractors, or by two or more contractors working on different contracts at the same time actually impedes progress on the Work herein described, then, upon recommendation of the Department of Public Works, the County may extend the time for the completion of the Work and in an amount in accordance with the compensation for the delays so caused.
4. In the opinion of the Department of Public Works if the Contractor, by Contractor's own acts or the person or persons in Contractor's employ, shall delay unnecessarily the work of the County or other contractors, by not properly cooperating with them, or by not according them sufficient opportunity or facility to perform work as may be specified, the Contractor shall, in that case, all costs and expense incurred by such parties due to any such delays, and hereby authorizes the County to deduct the amount of such cost and expenses from any moneys due or to become due the Contractor under this contract. Nothing contained in this paragraph shall, however, relieve the Contractor from any liability resulting from any damage because of such delay or delays to the County.

## **PART 5 – CONTRACTOR'S RESPONSIBILITY**

- A. The Contractor will submit a schedule to the County for every task assigned through a Task Order. For most projects, this will be a simple schedule done in Microsoft Project, or similar. This schedule will be non-cost loaded, non-critical path. The schedule shall show the task to be performed as outlined in the scope of services including, but not limited to, milestone dates for each task and each deliverable, list of major events, and schedule of reviews and meetings with the County.
- B. The Contractor shall identify a contact person or persons who shall be on call 24-hours per day, 7-days per week during the life of the project. The Contractor's contact person or persons are responsible for knowing the general location of all field crews every day and must have the means of getting in contact with them within 15 minutes.
- C. The Contractor shall not operate County valves, hydrants, manholes, pump stations, or any other facilities/appurtenances without County employees present and assisting in the operations. The one exception to this policy is the obtaining of potable water for the purpose of cleaning. This water must be obtained via a County supplied meter and the Contractor cleaning truck must be permitted by the County as having the correct backflow prevention devices.

- D. The Contractor shall provide metal detectors, probe rods, and other equipment to assist in the locating of buried utilities. The cost of the detectors and other equipment will be included in the Contractor's Unit Prices.
- E. The Contractor shall not enter any areas outside of work area except upon written direction from the County.
- F. All field crews must be under the direction of a Supervisor who is fully knowledgeable of this specification and the contractor's procedures, work methods and operations. This person will be responsible for the overall operations of the contractor's work force. The Supervisor must visit the project daily and perform site checks on their personnel and subcontractors, meeting with the field crew leaders as well as checking on the status and progress of the project. No additional compensation for this individual will be made. The Supervisor must be capable of communicating effectively with the County.
- G. All field crews must have a Field Crew Leader. The field crew leader must be with the crew when the crew is working. Each field crew leader can have only one crew. The Field Crew Leader must be capable of communicating effectively with the County and property owners.
- H. The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall enforce strict discipline and good order among its employees at all times during the performance of the work.
- I. The Contractor shall be responsible for all damage or injury to property of any magnitude or character resulting from any acts, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to private or public property by or on account of any act, omission, negligence or misconduct in the execution of the work, the Contractor shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the County.
- J. The Contractor is to adhere to strict observance of easement boundaries and flag all easement widths to assure work does not encroach on private property. Easements are typically twenty feet wide centered over the sewer mains but the measurement may vary. The widths of the easements on a project must be verified from County personnel.
- K. The Contractor will enter and exit work sites by making use of roadways, easements, drives or across grounds or routes established or designated by the County. If additional access is necessary for the Contractor's convenience, the Contractor will be required to negotiate and obtain any necessary access across private property.
- L. The Contractor will be required to re-establish any existing drainage ditches or easements impacted during the work. The Contractor is required to provide for creek crossings as required for equipment and to return the property to the prior existing condition when the work is completed.
- M. The Contractor will be responsible for the removal and re-installation of existing fences. The Contractor shall notify the County representative forty-eight (48) hours in advance of removal. The Contractor will not begin fence removal until approved by the County. After the work is completed, the Contractor shall restore the fence to its original condition. In the event a temporary fence becomes necessary for animal or livestock control, the Contractor will install the fencing. Should these procedures not be followed, the Contractor is responsible for all damages and/or expenses that occur because of non-compliance or negligence.
- N. Ornamental Shrubs, Trees and other Landscaping Vegetation: Whenever ornamental shrubs, trees or other types of landscaping vegetation other than grass require removal, the Contractor shall make a request for removal to the County representative forty-eight (48) hours in advance of planned removal. The County representative shall notify the affected property owner and provide instructions to the Contractor concerning removal. The Contractor will not begin removal until the County gives approval.
- O. The Contractor is responsible for complying with all applicable federal, state, county, and municipal policies, procedures, and laws relative to this contract work.

## **PART 6 – SURVEY DATA AND PHOTOGRAPHY**

- 
- A. Existing data is to be utilized to the fullest extent possible to avoid spending time and funds in collecting data already available. Data that is available through the County will be provided to the Contractor at no cost.
  - B. The County encourages the use of the GIS databases and GPS surveying techniques to assist the Contractor in determining locations in the field and in obtaining information (such as County facility ID numbers, manholes, etc.) on the County's utility system. Unless specifically allowed for in a particular project, no additional payment will be made for the Contractor's use of GIS or GPS.
  - C. Digital Photography/Videos: The Contractor shall take digital photos and digital video to document the existing conditions of a citizen's property (including but not limited to, easement area, fence, ornamental shrubs, trees, manicured lawns, curbs, sidewalks, driveways) that may be impacted by the Contractor's activities. The Contractor will hold the photos and videos in the event of a claim by a citizen. At the end of completion of each work, the Contractor shall take another set of photos and video representing the same views taken prior to construction. Provisions for photographs and videos shall be in accordance with Section 01320 of the Contract Documents.

**END OF SECTION**

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## **SECTION 01025 MEASUREMENT AND PAYMENT**

### **PART 1 – GENERAL**

#### **1.01 Scope**

- A. The Bid lists each item of the project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the bid, and which are not specified in this section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or the unit prices bid for the various bid items. The contractor shall prepare the bid accordingly.
- C. Work includes furnishing all labor, equipment, tools and materials, which are not furnished by the owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the drawings.
- D. Measurement and payment methods for each bid item are not all included in this section. However, for some items, the methods are stated and described in individual sections of the specifications or in the Bid.

#### **1.02 Descriptions**

- A. Measurement of any work item will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the record drawings based on joint measurement by the County and the Contractor.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the specifications or in the Bid, (or as approved in writing by the engineer prior to beginning the work,) no separate payment will be made for any item of work materials, parts, equipment, supplies or related items required to perform and complete the work. The costs of all such items required shall be included in the price bid for item of which it is apart. In the event the Engineer requests work that is agreed by both the Engineer and the Contractor as not included in the bid, that item of work will be paid for at actual cost (invoices required) plus 10% markup.
- E. Payment shall be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the owner and for performing all operations required to provide to the owner the entire Project complete in place, as specified and as indicated on the drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.
- G. "Provide" shall mean furnish and install.

#### **1.03 Non Payments**

- A. No separate payment shall be made for the restoration of developed property and the cost shall be included in the overall prices for the execution of the work unless specifically noted otherwise.
- B. No separate payment shall be made for excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, repair of damaged properties. All testing required for the execution of

work shall be done as part of the price of item involved.

- C. No separate payment shall be made for any traffic control, work area protection, recording, safety measures, setup of equipment and setup of staging area except as indicated below. Payment for these items shall be part of the unit price bid for each particular item of work.
- D. No separate payment shall be made for providing detail surveys needed for construction. The contractor shall be responsible in providing further survey necessary to complete the work. The contractor shall carefully preserve the established points, and in case of willful or careless destruction, the contractor shall be responsible for the costs of reestablishing the bench marks, reference points and stakes.

#### **1.04 Erosion and Sedimentation Control**

##### **A. General**

- 1. No separate payment shall be made for temporary and/or permanent erosion and sedimentation controls, except as noted below. All other temporary and or permanent erosion and sedimentation costs shall be included in the unit bid price for the item to which it pertains.
  - 2. No Payment will be made for any portion of the project for which temporary erosion and sediment controls are not properly maintained.
  - 3. Quantities of payment shall be based upon actual quantity constructed by the Contractor as verified and approved by the County Representative.
- B. Roadway for Temporary Access: All costs of Roadway for Temporary Access, including installation, maintenance, repair and removal shall be included in the unit price bid for Roadway for Temporary Access.
  - C. Reinforced Silt Fence: All costs for Type C silt fence, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Reinforced Silt Fence.
  - D. Stone Check Dams: All costs for Stone Check Dams, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Stone Check Dams.
  - E. Hay Bale Check Dam: All costs for Hay Bale Check Dam, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Hay Bale Check Dam.
  - F. Inlet Sediment Trap: All costs for Inlet Sediment Trap, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Inlet Sediment Trap.
  - G. Surface Stone for Site Access: All costs for Surface Stone for Site Access, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Surface Stone for Site Access.
  - H. Temporary Stream Crossing: All costs for Temporary Stream Crossing, where ordered by the Engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Temporary Stream Crossing. The cost of care of water shall be included in the unit price bid.
  - I. Stream Bank Stabilization: All costs for Stream Bank Stabilization, where ordered by the Engineer, including installation, maintenance, repair and replacement, shall be included in the unit price bid for Stream Bank Stabilization. Stabilization method using stones shall be included in the unit price bid for Rip Rap.

- J. Mulching: All costs for Mulching, where ordered by the Engineer, including installation, maintenance, repair and replacement, shall be included in the unit price bid for Mulching. Mulching shall be used only for restoration of disturbed existing landscaping, planting, beds, including roadway for temporary access. Mulching used for covering installed seeding shall be included in the unit price bid for Grassing.
- K. Sodding: All costs for Sodding, including delivery, soil preparation, installation, repair and maintenance shall be included in the unit price bid for Sodding regardless of type of grass. Sodding shall be used only to restore existing grass disturbed during the clearing activities. Grass disturbed outside the clearing boundaries shall be the responsibility of the Contractor.
- L. Top Soil in Place: If in the opinion of the Engineer, the restoration of disturbed landscaping, plantings and grassing requires top soil, the Contractor, when ordered by the Engineer shall install top soil. Top soil shall be taken from site. All costs for Top Soil in Place shall include installation, maintenance and repair shall be included in the unit price bid for Top Soil in Place.
- M. Standard Slope Matting: All costs for Standard Slope Matting, including installation, maintenance, repair and replacement shall be included in the unit price bid for Standard Slope Matting.
- N. Tree Protection Fence: All costs for Tree Protection Fence (Active), including installation, repair, maintenance and replacement shall be included in the unit price bid for Tree Protection Fence. Material and installation shall be in accordance with Fulton County Tree Ordinance. The use of boundary tapes shall not be considered for payment under this item.
- O. Rip Rap
  - 1. The cost of all rip rap, including filter fabric, shown on the drawings, specified, or directed by engineer, shall be included in the unit price bid for rip rap
  - 2. When crossing a stream or ditch, the quantity eligible for payment shall be limited to 10 feet upstream and 10 feet downstream from top of trench excavation and from five feet from top of bank across a creek or ditch, banks and bottoms, to five feet beyond top of bank. Any other areas at creeks or ditches disturbed by the contractor, which require rip rap, shall be rip rapped at no additional cost to the Owner.
- P. Grassing
  - 1. No separate payment shall be made for temporary and/or permanent grassing
  - 2. Payment shall be made only for the final permanent grassing. All costs for grassing, including seeding, fertilizing, mulching as well as temporary measures, shall be included in the price bid for grassing.

#### **1.05 Easement Clearing**

- A. The combination of 1) easement rating, 2) potential number/size of trees being considered for selective clearing and the 3) potential number/size of stumps being considered for stump grinding will be such that the County pays the lowest cost.
- B. Payment for Easement Clearing shall be made at the unit price bid for Easement Clearing. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, equipment, necessary to perform all work including hand clearing around manholes, stream banks and other obstructions, removal and disposal or mulching of debris and taking all cleared items off the site including tree stumps. Complete cleaning of the site is also included. Payment shall be made under Easement Clearing, Mow or Light or Moderate or Medium or Heavy or Extra Heavy, per square foot. Easement Clearing categories are described in section 02110.
- C. The Contractor shall make every effort to minimize land disturbance that will cause erosion during clearing activities. Erosion is the process by which the land surface is worn away by the action of water, wind, ice or gravity. This can be achieved by utilization of equipment, method and technique that will

minimize disturbance and exposure of soil. Exposed soil as a result of Contractor's act of negligence shall be stabilized at his own expense.

- D. Payment for Selective Tree Removal, as ordered by the Engineer, shall be made at the unit price bid for Selective Tree Removal. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, equipment necessary to perform all work. Trees must be chipped or shred in-place or topped and limbed/sectioned and lowered as applicable for site specific needs. Removal and proper disposal of the downed tree will be included in the unit price bid. Payment shall be made under Selective Tree, 4.1 or 8.1 or 14.1 or 20.1 or 26.1, per each. Selective Tree Removal categories are described in Section 02110.
- E. Payment for Tree Stump Grinding, as ordered by the Engineer, shall be made at the unit price bid for Tree Stump Grinding. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, equipment necessary to perform all work. Spreading of ground materials uniformly along the easement as mulch will be included in the unit price bid. Payment shall be made under Stump Grinding, 4.1 or 8.1 or 14.1 or 20.1 or 26.1, per each. Tree Stump Grinding categories are described in Section 02110.
- F. Payment for Application of Herbicide shall be made at the unit price bid for Application of Herbicide. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, equipment necessary to perform all work. Payment shall be made under Mechanical Application or Manual Application, per square foot.
- D. Payment for Installing Easement Boundary Markers shall be made at the unit price bid for Installing Easement Boundary Marker. Fulton County will furnish the easement markers or the Contractor will furnish markers as directed by the County. Marker supplied by the Contractor shall be made with non-corrosive materials preferably aluminum with reflective coatings and letterings. The marker shall be a minimum of two square feet in area with 4 feet post. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, equipment necessary to perform all work. Payment shall be made under Install Easement Boundary Marker, County –Supplied or Contractor-Supplied, per each.
- E. Payment for Remove and Replace Existing Fence shall be paid at the unit bid price for Remove and Replace Existing Fence. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuel, tools, equipment necessary to perform all work. Payment shall be made under Wooden Fence or Chain Link Fence or Ornamental Fence, per square foot.
- F. Payment for Install and Remove Temporary Fence shall be paid at the unit bid price for Install and Remove Temporary Fence. Payment will be full compensation for furnishing all materials, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under Install and Remove Temporary Fence, Chain Link Fence, per square foot. Temporary fencing becomes only necessary for animal or livestock control. Temporary fencing installed other than this purpose will not be considered for payment.
- G. Payment for Install 10-FT Wide Gate on Existing Fence, where ordered by the Engineer shall be made at the unit price bid for Install 10-FT Wide Gate on Existing Fence. Payment will be full compensation for furnishing all materials, labor, transportation, supervision, fuel, tools and equipment necessary to perform all work. Payment shall be made under Wooden Gate, Chain Link Gate, and Ornamental Gate, per square foot.
- H. Payment for Locate, Expose and Flag Buried Manhole, where ordered by the Engineer shall be made at the unit price bid for Locate, Expose and Flag Buried Manhole. Payment will be full compensation for furnishing all materials, labor, transportation, supervision, fuel, tools, and equipment necessary to perform all work. Payment shall be made under Buried up to 2-FT Below, or Buried 2-4 FT Below, or Buried More Than 4-FT Below, per vertical foot.

#### 1.06 Demolition

- A. It is expected that permanent structures have been built by some property owners within the easement areas. If it becomes necessary to remove or demolish an existing structure within the easement limits, The Contractor, with the approval of the County, shall perform such work. Payment to the contractor shall be made in accordance with the contract documents, excluding those items for which payment is

specified elsewhere. Removal of items to a location specified by the owner is also included under demolition.

### **1.07 Owner-Directed Allowances**

#### **A. General**

1. The contractor shall include in the Bid total all allowances stated in the bid document. These allowances shall cover the net costs of services provided by a firm selected by the owner. The contractors handling costs, labor overhead, profit and other expenses contemplated for the original allowance to which they pertain and not the allowances.
2. No payment will be made for nonproductive time on the part of testing personnel due to contractor's failure to properly coordinate testing activities with the work schedule or the contractor's problems with maintaining equipment in good working condition. The contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction and density tests.
3. No Payment shall be provided for services that fail to verify required results.

- B. Should the net cost be more or less than the specified allowance, the contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor overhead profit and other expenses caused by adjustment of the allowance.

#### **C. Documentation**

1. Submit copies of invoices with each periodic payment request from the firm providing the services.
2. Submit results of services provided which verify required results.

#### **D. Schedule of Allowances**

1. County-Supplied Material: Allow the amount specified in the bid to purchase Easement Boundary Markers and other accessories.
2. Utility Conflict Resolution: Allow the amount specified in the Bid to resolve any unforeseen utility conflicts (including relocating and/or replacement), when directed by the Owner.
3. Easement Verification Survey: Allow the amount specified in the bid for survey work to verify easements as directed by the Owner.
4. Contingency: Allow the amount specified in the bid to be used at the sole discretion of the Owner to perform work necessary for the completion of the project.

**END OF SECTION**

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**SECTION NO. 01200**  
**PROJECT MEETINGS**

1.01 DESCRIPTION

- A. The Engineer will schedule and administer the preconstruction meeting.
- B. The Engineer shall schedule and administer periodic progress meetings and specially called progress meetings throughout the progress of the work. The Engineer shall prepare agenda for these meetings, distribute written notice of each meeting seven days in advance of the meeting date, and make physical arrangements for the meetings. The Engineer shall preside at the progress meetings, record the minutes, including all significant proceedings and decisions. The Engineer shall reproduce and distribute copies of minutes within three days after each meeting to all participants in the meeting and to all parties affected by decisions made at the meeting.
- C. Representatives of contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- D. The Engineer shall attend progress meetings to ascertain that work is expedited consistent with the Contract Documents and the construction schedules.
- E. Related Requirements:
  - 1. Section 01010: Summary of Work
  - 2. Section 01310: Construction Schedules (Not Used)
  - 3. Section 01340: Shop drawings, Product Data, and Samples (Not Used)

1.02 PRECONSTRUCTION MEETING

- A. The Engineer will schedule the meeting within 30 days after Notice of Award of Contract.
- B. The location of the meeting will be designated by the Engineer.
- C. The following parties shall attend the meeting:
  - 1. Owner's Representative.
  - 2. Engineer and his Professional Consultants.
  - 3. Resident Project Representative
  - 4. Contractor's Superintendent.
  - 5. Major Subcontractors.
  - 6. Major Suppliers.
  - 7. Others as Appropriate.
- D. Suggested Agenda:
  - 1. Distribution and discussion of:
    - a. List of major subcontractors and suppliers.
    - b. Projected Construction Schedules.

2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.
  - a. Designation of responsible personnel.
5. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. Change Orders.
  - e. Applications for Payment.
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
  - a. Office work and storage areas.
  - b. Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Safety and first aid procedures.
12. Security procedures.

#### 1.03 PROGRESS MEETINGS

- A. The Contractor shall schedule regular periodic meetings and shall hold called meetings as required by progress of the work.
- B. The meetings shall be held at the field office of the Contractor or at other locations made available by the Contractor.
- C. The following parties shall attend the meetings:
  1. Engineer, and his professional consultants, as needed.
  2. Subcontractors as appropriate to the agenda.
  3. Suppliers as appropriate to the agenda.
  4. Others as required.
- D. Suggested Agenda:
  1. Review and approval of minutes of previous meeting.
  2. Review of work progress since previous meeting.

3. Field observations, problems, and/or conflicts.
4. Problems which impede Construction Schedule.
5. Review of off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to Construction Schedule.
8. Plan progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Review proposed changes for:
  - a. Effect on Construction Schedule and on completion date.
  - b. Effect on other components of the Project.
13. Other business.

**END OF SECTION**

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**SECTION 01320**  
**PROGRESS REPORTS AND PHOTOGRAPHS**

1.01 GENERAL

- A. The Contractor shall submit to the Engineer, on the last day of each week, the daily progress reports for each day worked that week, including the following information:
1. A statement of work performed that day
  2. A manpower report indicating numbers working that day by trade, including subcontractors.
  3. A copy of a delivery receipt of all deliveries, to the project on that day, of the equipment or materials that require approval according to these Specifications.
  4. Weather conditions.
  5. Other data pertinent to the progress of the work.
- B. Prior to the beginning of any work, the Contractor shall take project photographs of the work area to record existing conditions. Following completion of the work, another recording shall be made showing the same area and features as in the pre-construction photographs. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions. The pre-construction photographs shall be submitted to the Engineer within 7 calendar days after the date of receipt by the Contractor of each Task Order. Post-construction photographs shall be provided prior to final acceptance of the work. Two (2) 8" x 10" color prints of each photographic shot, for a total of thirty (30) shots, including electronic copy, shall be submitted for the Pre-Construction and Post-Construction Phases.
- C. As the work progresses, the Contractor shall provide record photographs with electronic copy of all major components of the construction. The photographs shall be taken at least daily, or more frequently as necessary to provide an appropriate record of the work. A minimum of two (2) 8" x 10" color prints of each photographic shot, for a total of ten (10) shots shall be submitted with each pay request. The photographs shall be representative of the primary work being claimed for during the period under consideration. The view selection will be agreed to with the Engineer. Pertinent information will be provided at the bottom front left corner of each photograph, including: project name, Contractor's name, description of subject, orientation, and date and time of exposure. Photographs submitted shall be enclosed back to back in a double face plastic sleeve punched to fit a standard three-ring binder. Negatives shall be submitted in polyethylene preservers, 8-1/2" x 11" in size.
- D. At the discretion of the Engineer, the Contractor shall submit photographs in a digital form.

**END OF SECTION**

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**SECTION 01210**  
**INSPECTION OF WORK**

**PART 1- GENERAL**

**1.01 ENGINEER'S INSPECTION**

- A. The Engineer shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Engineer's review as specified herein.
- B. The Engineer is responsible for general surveillance of the work on behalf of the Owner. The Engineer is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Engineer is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Engineer is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

**1.02 CONTRACTOR'S DUTIES**

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct to the satisfaction of the Engineer any work or material found to be defective or of deficient quality. Such corrections shall be made by the Contractor at no additional expense to the Owner.

**1.03 RIGHT OF ENTRY**

- A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, U.S. Corps of Engineer, and other local authorities having jurisdiction of the area of work shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

**END OF SECTION**

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## SECTION 01400 QUALITY CONTROL

### PART 1 – GENERAL

#### 1.1 WORK IN THIS SECTION

The purpose of this section is to define the Contractor's responsibilities for quality assurance /quality control (QA/QC).

#### 1.2 REFERENCES

- A. Codes, Specifications, and Standards
- B. OSHA, Department of Labor Safety and Health
- C. Testing and Materials Standards
- D. Standard Specifications for Construction of Sewer Mains, Fulton County Department of Public Works.
- F. Standard Drawings, Fulton County
- G. All other standards of the Fulton County Department of Public Works – Sewer System Specifications

#### 1.3 DEFINITIONS (Not Used)

#### 1.4 MEASUREMENT AND PAYMENT

No additional payment will be made for QA/QC. The cost must be included as incidental to other unit cost.

### PART 2 – PRODUCTS/EQUIPMENT (Not Used)

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. The Contractor shall be solely responsible for QA/QC on the project.
- B. **Quality is of utmost importance to the County.** The Contractor shall submit a written QA/QC plan to the County for review within 20 workdays following the Notice to Proceed. Following the County's review, the Contractor shall incorporate the comments and re-submit a final version for the County's files. The final version must be submitted within 20 workdays of receipt of the County's comments. The County will not approve the Plan, but will hold the Contractor accountable to the Plan. The Contractor's personnel must be completely familiar with the Plan and trained in all quality procedures required of this project.
- C. The Contractor will insure their subconsultants/subcontractors have active QA/QC programs at least as comprehensive as the Contractor's.
  - A. The Plan will include both office and field related QA/QC practices.
  - B. The Plan must include a system of checks and balances that insures all information, including but not limited to, data, reports, drawings, and GIS is QA/QC'ed before submittal to the County. All information must have a QA/QC check by the originator of the information. If others then use that information, the firm using the information must perform, at the minimum, a spot check.
  - C. A written statement confirming the submittal has been QA/QC'ed must accompany every submittal to the County.
  - D. The Contractor must maintain documentation of the all QA/QC activities during the life of the project. The Contractor's Project Manager will maintain one copy of the County's QA/QC documentation in one location. These documents must be available for the County's review at all times during the life of the project. The Contractor's subconsultants/subcontractors QA/QC documentation must be presented to the County within 72-hours after receiving a written notice to present.

**END OF SECTION**

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**SECTION 01540**  
**JOB SITE SECURITY**

**PART 1 - GENERAL**

1.01 BARRICADES, LIGHTS and SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.
- B. The Contractor will be held responsible for all damages to the Work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the Owner.
- C. The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectively prevent the happening of any accident to health and/or property. Lights shall be maintained for the hours between sunset to sunrise.

**END OF SECTION**

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**SECTION 01562  
DUST CONTROL**

**PART 1 - GENERAL**

1.01 SCOPE

- A. Limit blowing dust caused by construction by applying water or employing other appropriate means or methods to maintain dust control subject to the approval of the Owner. As a minimum, this may require the use of a water wagon twice a day to suppress dusty conditions.

10.2 PROTECTION OF ADJACENT PROPERTY

- A. The Bidders shall visit the site and note the buildings, landscaping, roads, parking areas, and other facilities near the Work site that may be damaged by their operations. The Contractor shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from Contractor's operations.
- B. Protect all existing facilities (indoors and out) from damage by dust, spray or spills (indoors or out). Protect motors, bearings, electrical gear, instrumentation and building or other surfaces from dirt, dust, welding fumes, paint spray, spills or droppings causing wear, corrosion, malfunction, failure or defacement by enclosure, sprinkling or other dust palliatives, masking and covering, exhausting or containment.

**END OF SECTION**

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## SECTION 01569

### SAFETY

#### PART 1 - GENERAL

##### 1.1 WORK THIS SECTION

- A. The purpose of this section is to define the responsibilities for project safety.

##### 1.2 REFERENCES

- A. Codes, Specifications, and Standards  
OSHA, Department of Labor Safety, and Health
- B. Testing and Materials Standards
- C. Specifications for Construction of Sewer Mains, Fulton County Department of Public Works.
- D. General Conditions for Fulton County Construction Contracts, Fulton County
- E. Fulton County Department of Public Works, Information Applicable to Infiltration/Inflow Projects
- F. Fulton County Department of Public Works – CMOM

##### 1.3 DEFINITIONS (Not Used)

##### 1.4 MEASUREMENT AND PAYMENT

No additional payment will be made for safety. The cost of safety must be included in the other unit cost.

#### PART 2 – PRODUCTS/EQUIPMENT (Not Used)

#### PART 3 – EXECUTION

- A. Safety Precautions: The Contractor shall be solely responsible for safety and control within the work site and shall take the necessary precautions to protect its employees, County employees, and the general public.
- E. The contractor shall comply with all OSHA regulations applicable to the work. The contractor's employees shall wear all OSHA required safety equipment while working on County projects; including, but not limited to, approved safety helmets, safety glasses, safety toe shoes, reflective and fluorescent traffic safety vests, etc.
- F. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and Safety Standard Act (PL-91-54); as well as with any subsequent revisions to those regulations.
- D. The County shall have the right to suspend operations if, in its opinion, the work is not being conducted in a safe manner. Failure to comply with mandated safety regulations shall result in a meeting with the County's Risk Management Division to discuss and rectify these problems. Repeated or flagrant safety violations may constitute grounds for contract termination.
- D. Safety is of utmost importance to the County. The Contractor will conduct the project in a safe manner so that no accidents occur. The Contractor shall submit a written comprehensive safety plan to the County for review. Following the County's review, the Contractor shall incorporate the comments and re-submit a final version for the County's files. The final version must be submitted prior to the Contractor conducting any fieldwork.

The County will not approve the Plan, but will hold the Contractor accountable to the Plan. The Plan must meet all Federal, State, County laws and local requirements. The Contractor's personnel must be completely familiar with the Plan and trained in all safety procedures required for the safe execution of this project.

- E. The Contractor will make certain their subconsultants and subcontractors have active safety programs at least as comprehensive as the Contractor's safety program.

**END OF SECTION**

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**SECTION 01710  
CLEANING**

**PART 1 - GENERAL**

1.01 SCOPE

- A. This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

1.02 QUALITY ASSURANCE

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

1.03 HAZARDOUS MATERIAL AND WASTE

- A. The Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in WFPA approved landfills as applicable.
- B. The Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

1.04 DISPOSAL OF SURPLUS MATERIALS

- A. Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose off the site all surplus materials and equipment from demolition and shall provide suitable off-site disposal site, or utilize a site designated by the Owner.

**PART 2 - PRODUCTS**

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.02 COMPATIBILITY

- A. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

**PART 3 - EXECUTION**

3.01 PROGRESS CLEANING

A. General

- 1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.

2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

B. Site

1. Daily and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Re-stack materials stored on site weekly.
3. At all times maintain the site in a neat and orderly condition which meets the approval of the Engineer.

C. Structures

1. Weekly and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Weekly and more often if necessary, sweep all interior spaces clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by using a hand-held broom.
3. As required preparatory to installation of successive materials, clean the structures or pertinent portions as recommended by the manufacturer of the successive material.
4. Following the installation of finish floor materials, clean the finish floor daily. "Clean", for the purpose of this paragraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Engineer, may be injurious to the finish floor material.
5. Schedule cleaning operation so that dust and other contaminants resulting from cleaning operations will not fall on wet, recently painted surfaces.

3.02 FINAL CLEANING

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all sidewalks; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- D. Structures
  1. Remove all traces of soil, waste material, splashed material, and other foreign matter to provide a uniform degree of exterior cleanliness. Visually inspect all exterior surfaces and remove all traces of soil, waste material, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Engineer may require light sandblasting or other cleaning at no additional cost to the Owner.
  2. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all paint droppings, spots, stains and dirt from finished surfaces.

3. Clean all glass inside and outside.
  4. Polish all surfaces requiring the routine application of buffed polish. Provide and apply polish as recommended by the manufacturer of the material being polished.
- E. Post-Construction Cleanup: All evidence of temporary construction facilities. haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Engineer.
- F. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. The Engineer will decide what method of restoration shall be used.
- G. Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept the Project.
- 3.03 CLEANING DURING OWNER'S OCCUPANCY
- A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Engineer in accordance with the Supplementary Conditions of the Contract Documents.

**END OF SECTION**

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**SECTION 01740  
WARRANTIES AND BONDS**

**PART 1 - GENERAL**

1.01 PROJECT MAINTENANCE AND WARRANTY

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by Owner.
- B. The Contractor shall warrant for a period of one year from the date of Owner's written acceptance of certain segments of the Work and /or Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12 month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over-or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one year.
- E. The Contractor shall, at Contractor's expense, furnish all labor, materials tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of the same for a period of one year from the date of final acceptance. In the event of the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.

- H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

**END OF SECTION**

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## **DIVISION 2**

### **SITE WORK**

## **SECTION 02110 CLEARING AND GRUBBING**

### **PART 1 - GENERAL**

#### **1.01 SCOPE**

- A. Clearing and grubbing includes, but is not limited to, removing from the Project site, trees, stumps, roots, brush, structures, abandoned utilities, trash, debris and all other materials found on or near the surface of the ground in the construction area and understood by generally accepted engineering practice not to be suitable for construction of the type contemplated. Precautionary measures that prevent damage to existing features to remain is part of the Work.
- B. Clearing and grubbing operations shall be coordinated with temporary and permanent erosion and sedimentation control procedures.
- C. The primary focus of this Contract is to clear sanitary sewer easements. Grubbing operation is not expected on this project. However, if grubbing becomes necessary, the work shall be performed as specified and directed by the County Representative.

#### **1.02 QUALITY ASSURANCE**

- A. The Contractor shall comply with applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction over the Project. All required permits of a temporary nature shall be obtained for construction operations by the Contractor.
- B. Open burning will not be allowed.

#### **1.03 JOB CONDITIONS**

- A. Location of the Work: The area to be cleared and grubbed is shown schematically on the Drawings or specified in each Task Order issued by the County. It includes all areas designated for construction.

### **PART 2 - PRODUCTS**

#### **2.01 EQUIPMENT**

- A. The Contractor shall furnish equipment of the type normally used in clearing and grubbing operations including, but not limited to, tractors, trucks, loaders and root rakes.

### **PART 3 - EXECUTION**

#### **3.01 SCHEDULING OF CLEARING**

- A. The Contractor shall clear only sanitary sewer easement areas as directed by the County Representative. Clearing work shall be performed within the limits provided in each Task Order issued by the County. The Contractor shall not be issued new Task Order unless work on previous Task Orders is complete.

- B. The County Representative may issue new Task Orders provided additional crew or sufficient manpower is provided. The decision is at the sole discretion of the County Representative.
- C. The Contractor shall schedule its work and manpower in a manner to optimize production and to complete the work on time.

### 3.02 CLEARING AND GRUBBING

- A. Clear and grub the permanent easement or 10 feet, whichever is greater on each side of the pipeline before excavating. Remove all trees, growth, debris, stumps and other objectionable matter. Clear the construction easement or road right-of-way only if necessary.
- B. Materials to be cleared, grubbed and removed from the Project site include, but are not limited to, all trees, stumps, roots, brush, trash, organic matter, paving, miscellaneous structures, houses, debris and abandoned utilities.
- C. Grubbing shall consist of completely removing roots, stumps, trash and other debris from all graded areas so that topsoil is free of roots and debris. Topsoil is to be left sufficiently clean so that further picking and raking will not be required.
- D. All stumps, roots, foundations and planking embedded in the ground shall be removed and disposed of. Piling and butts of utility poles shall be removed to a minimum depth of two feet below the limits of excavation for structures, trenches and roadways or two feet below finish grade, whichever is lower.
- E. Landscaping features shall include, but are not necessarily limited to, fences, cultivated trees, cultivated shrubbery, property corners, man-made improvements, subdivision and other signs within the right-of-way and easement. The Contractor shall take extreme care in moving landscape features and promptly re-establishing these features. Fences shall be provided with a gate across the permanent easement. Existing structures shall be relocated such that they are off the easement.
- F. Surface rocks and boulders shall be grubbed from the soil and removed from the site if not suitable as rip rap.
- G. Where the tree limbs interfere with utility wires, or where the trees to be felled are in close proximity to utility wires, the tree shall be taken down in sections to eliminate the possibility of damage to the utility.
- H. Any work pertaining to utility poles shall comply with the requirements of the appropriate utility.
- I. All fences adjoining any excavation or embankment that, in the Contractor's opinion, may be damaged or buried, shall be carefully removed, stored and replaced. Any fencing that, in the Engineer's opinion, is significantly damaged shall be replaced with new fence material.
- J. The Contractor shall exercise special precautions for the protection and preservation of trees, cultivated shrubs, sod, fences, etc. situated within the limits of the construction area but not directly within excavation and/or fill limits. The Contractor shall be held liable for any damage the Contractor's operations have inflicted on such property.
- K. The Contractor shall be responsible for all damages to existing improvements resulting from Contractor's operations.

### 3.03 EASEMENT CLEARING

- A. Easements that will be encountered can vary from wet, low lying next to creeks, streams and rivers, to easements in fully developed neighborhoods and business districts, to easements on sloped embankments, or work at county owned facilities.

- B. The easements to be cleared will be selected and assigned by Fulton County Department of Public Works personnel.
- C. On property where the owner has maintained the easement, no tree/s will be removed without the written permission of the County.
- D. The County will rate Easements or portions of an easement per the following:
  - a) "Mow" includes all vegetation and trees up to 2-inches in diameter,
  - b) "Light" includes all vegetation and trees up to 4-inches in diameter,
  - c) "Moderate" includes all vegetation and trees up to 8-inches in diameter,
  - d) "Medium" includes all vegetation and trees up to 14-inches in diameter,
  - e) "Heavy" includes all vegetation and trees up to 20-inches in diameter and
  - f) "Extra heavy" includes all vegetation and trees greater than 20-inches in diameter.

All ratings include hand clearing around manholes, stream banks, and other obstructions. All ratings include taking all cleared items, including tree stumps, to ground level, and disposal off site

- E. Selective Tree Removal: Whenever trees are located outside of an easement and will hinder or obstruct clearing and maintenance work, the County may approve selective tree removal. The Contractor shall be responsible for obtaining written County approval before performing selective tree removal. Trees to be removed must be documented, including DBH, and signed by the County Representative prior to removal. Trees removed without this documentation will not be billable.
- F. Trees for potential selective clearing will be categorized as follows:
  - a) "Selective Tree-4.1" includes trees greater than 4 to 8-inches in diameter,
  - b) "Selective Tree-8.1" includes trees greater than 8 to 14-inches in diameter,
  - c) "Selective Tree-14.1" includes trees greater than 14 to 20-inches in diameter,
  - d) "Selective Tree-20.1" includes trees greater than 20 to 26-inches in diameter
  - e) "Selective Tree-26.1" includes trees greater than 26-inches in diameterAll selective tree removals include removal to ground level.
- G. Tree stumps for potential grinding will be categorized as follows:
  - a) "Stump Grinding-4.1" includes trees greater than 4 to 8-inches in diameter
  - b) "Stump Grinding-8.1" includes trees greater than 8 to 14-inches in diameter
  - c) "Stump Grinding-14.1" includes trees greater than 14 to 20-inches in diameter
  - d) "Stump Grinding-20.1" includes trees greater than 20 to 26-inches in diameter
  - e) "Stump Grinding-26.1" includes trees greater than 26-inches in diameter
- H. The Contractor will meet with the County Representative to review the rating and potential selective tree clearing of each easement prior to beginning work. Typically, the scope of work of each Task Order consists of clearing an easement from manhole to manhole or more as determined by the County Representative. The distance between two manholes is generally not more than 400 feet. The area to be rated is the distance between two manholes or more times the width of the easement, which is typically 20 feet. However, in some cases, these parameters vary. If the area to be rated consists of tree(s), the rating shall correspond to the size of tree(s) indicated in Item D above, predominantly occurring and existing within the area. If in the opinion of the County Representative, an easement area obviously consists of more than one category (e.g. one portion is grassy and bushy, while the other is concentrated with different sizes trees), then multiple ratings shall be used and the provision of Paragraph 1.05.A under Section 01025 shall apply.
- I. If the Contractor disagrees with the easement rating and/or the potential selective tree clearing then the disagreement must be presented to the Public Works Department Director, or their designated representative, for resolution. The decision of the Public Works Department Director, or their designated representative, is final.
- J. The Contractor must locate the next nearest manhole prior to clearing the easement between the two manholes. After locating the next nearest manhole a line will be drawn between the manholes and both the centerline and the easement boundaries marked. This marking of the easement will be done to prevent damage to the next nearest manhole and to ensure the Contractor stays within the easement boundaries.
- K. The diameter of trees shall be measured at the diameter breast height (DBH) - approximately four feet above ground level. This diameter will be used to rate each easement for clearing, for selective tree removal and stump grinding.

- L. Height of Cut: The Contractor shall clear grasses, trees, bushes and brush within easement to ground level. No stubs or stumps will be allowed to remain above ground level that could cause personal injury or damage to County vehicles fitted with passenger grade street tires. This height of cut applies to mechanical as well as hand-cleared areas.
- M. All grasses, debris, trees, brush etc. will be removed from the easement or mulched and uniformly spread on the easement. The County Representative must approve mulching of the debris. The County Representative must approve the quality of the mulch prior to being spread. The County Representative has the sole discretion of having the Contractor spread or dispose of the materials. Burning or burying will not be allowed. Excessive thickness of mulch will not be allowed. The Contractor may be required to relocate or distribute excessive amount of mulch in other County easements.
- N. Width of Cut: Typically, the width of cut will be from edge of easement to edge of easement unless otherwise directed by the County Representative. Typically, the easements are 20 feet wide. Typically, the limits of the clearing shall be measured 10 feet from either side of the center of the pipeline; however, the County may direct a wider or narrower width to be cleared.
- O. Once an easement has been marked, the Contractor and County Representative will walk the easement discussing the rating and potential selective tree removal. In some cases and at the discretion of the County Representative, he may direct the Contractor to save particular tree(s). Once the County Representative has determined which trees should be selectively removed and saved, the Representative will contact the Construction Manager, or their designated representative, for final approval.
- P. The Contractor will provide personnel and equipment on a per hour basis for those situations that do not fit the standard per square foot pricing. The categories of personnel include Supervisor, Field Crew Leader, Equipment Operator, and Clearing Laborer. The categories of equipment include tractor 4x4 with FAE flail forest mower (Tractor w/ Flail), tractor 4x4 with hydraulic door mower (Tractor w/ Mower), Disc Chipper, Chip/Dump Truck, Pick-up Truck, Dovetail Truck, and Chainsaw.

### 3.04 PUBLIC NOTIFICATION

- A. The County will attempt to notify all affected landowners in advance of initial clearing of an easement; subsequent easement maintenance (re-cuts) may be done without notification.
- B. The Contractor will be responsible for notifying and coordinating with all property owners, via advance notice flyers, a minimum of five (5) working days prior to clearing on their property. The County must approve verbiage used on the notice.
- C. If a conflict arises with a property owner, the Contractor shall notify the County Representative immediately.
- D. The Contractor will provide and place "Right-of-Way" signs in prominent locations where easement clearing is planned 24-hours in advance of commencing the work. Signs will be a minimum of 24 inches wide by 18 inches high with the main message in a minimum of 2.5-inches high letters. Contractor name and phone number will be in a minimum of 1.5-inch high letters. Signs will be supported a minimum of 12 inches above grade by integral metal frames. Wording on the signs shall be as directed by the County Representative. No separate payment will be made for furnishing and installing signs.

### 3.04 DISPOSAL OF DEBRIS

The debris resulting from the clearing and grubbing operation shall be hauled to a disposal site secured by the Contractor and shall be disposed of in accordance with all requirements of federal, state, county and municipal regulations. No debris of any kind shall be deposited in any stream or body of water, or in any street or alley. No debris shall be deposited upon any private property except with written consent of the property owner. In no case shall any material or debris be left on the Project, shoved onto abutting private properties or buried on the Project.

**END OF SECTION**

**SECTION 02125**  
**SOIL EROSION AND SEDIMENT CONTROL**

**PART 1 - GENERAL**

1.03 SCOPE

- D. The work specified in this Section consists of providing, maintaining and removing temporary erosion and sedimentation controls.
- E. Temporary erosion controls, include, but are not limited to, grassing, mulching, watering and reseeding on-site surfaces and spoil and borrow area surfaces, and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Georgia Erosion and Sedimentation Act of 1975, as amended, Section 402 of the Federal Clean Water Act, and applicable codes, ordinances, rules, regulations and laws of local and municipal authorities having jurisdiction.
- F. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, filter stone and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Federal Clean Water Act of 1987, as amended.
- G. Land disturbance activity shall not commence until the Building Permit or Land Disturbance Permit (LDP) has been issued, which authorizes land disturbance activities.
- H. Basic Principles
  - 1. Conduct the earthwork and excavation activities in such a manner to fit the topography, soil type and condition.
  - 2. Minimize the disturbed area and the duration of exposure to erosion elements.
  - 3. Stabilize disturbed areas immediately.
  - 4. Safely convey run-off from the site to an outlet such that erosion will not be increased off site.
  - 5. Retain sediment on site that was generated on site.
  - 6. Minimize encroachment upon watercourses.
- I. Temporary Erosion and Sedimentation Control: In general, temporary erosion and sedimentation control procedures shall be directed toward:
  - 1. Preventing soil erosion at the source.
  - 2. Preventing silt and sediment from entering any waterway if soil erosion cannot be prevented.
  - 3. Preventing silt and sediment from migrating downstream in the event it cannot be prevented from entering the waterway.
- J. Permanent Erosion Control: Permanent erosion control measures shall be implemented to prevent sedimentation of the waterways and to prevent erosion of the Project site.

1.04 QUALITY ASSURANCE

- A. General: Perform all work under this Section in accordance with all pertinent rules and regulations including, but not necessarily limited to, those stated herein and these Specifications.
- B. Conflicts: Where provisions of pertinent rules and regulations conflict with these Specifications, the more stringent provisions shall govern.

## **PART 2 - PRODUCTS**

### **2.01 TEMPORARY EROSION AND SEDIMENTATION CONTROL MATERIALS**

- A. Silt Fence: Silt fence shall meet the requirements of Section 171 - Temporary Silt Fence of the Department of Transportation, State of Georgia, Standard Specification, latest edition. Silt fence fabric must be on the Georgia DOT Qualified Product List.
- B. Hay bales shall be clean, seedfree cereal hay type.
- C. Netting shall be 1/2-inch, galvanized steel, chicken wire mesh.
- D. Filter stone shall be crushed stone conforming to Georgia Department of Transportation Table 800.01H, Size Number 3.
- E. Concrete block shall be hollow, non-load-bearing type.
- F. Plywood shall be 3/4-inch thick exterior type.
- G. Blanket and matting materials shall be in conformance with Georgia Department of Transportation Qualified Product List (QPL #62 for blankets, QPL #49 for matting).
- H. Dirtbag shall be a non-woven bag which is sewn with a double needle machine using a high strength thread. The dirtbag seam shall have an average wide width strength per ASTM D-4884.

### **2.02 RIP RAP**

- A. Use sound, tough, durable stones resistant to the action of air and water. Slabby or shaley pieces will not be acceptable. Specific gravity shall be 2.0 or greater. Rip rap shall have less than 66 percent wear when tested in accordance with AASHTO T-96. Unless shown or specified otherwise, stone rip rap shall be Type 1 rip rap.
- B. Type 1 Rip Rap: The largest pieces shall have a maximum volume of two cubic feet. At least 35 percent of the mass shall be comprised of pieces that weigh 125 pounds or more. The remainder shall be well graded down to the finest sizes. Rock fines shall comprise a maximum of 10 percent of the total mass. Rock fines are defined as material passing a No. 4 sieve. Rip rap size shall conform to Georgia Department of Transportation Section 805.01 Stone Dumped Rip Rap, Type 1.
- C. Type 3 Rip Rap: The largest pieces shall have a maximum approximate volume of one cubic foot. At least 35 percent of the mass shall be comprised of pieces that weigh 15 pounds or more. The remainder shall be well graded down to the finest sizes. Rock fines shall comprise a maximum of 10 percent of the total mass. Rock fines are defined as material passing a No. 4 sieve. Rip rap size shall conform to Georgia Department of Transportation Section 805.01 Stone Dumped Rip Rap, Type 3.
- D. 200 Pound Rip Rap: Minimum weight of individual stones shall be 200 pounds.

### **2.03 FILTER FABRIC**

- A. The filter fabric for use under rip rap shall be a monofilament, polypropylene woven fabric or a non-woven fabric meeting the specifications as established by Task Force 25 for the Federal Highway Administration. The filter fabric shall have an equivalent opening size (EOS) of 70.
- B. Filter fabric under rip rap shall be equal to Mirafi, Amoco or Exxon.

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. Provide all materials and promptly take all actions necessary to achieve effective erosion and sedimentation control in accordance with the Georgia Erosion and Sedimentation Act of 1975, as amended, local enforcing agency guidelines, and these Specifications.

#### **3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL**

- A. Temporary erosion and sedimentation control procedures should be initially directed toward preventing silt and sediment from entering the creeks. The preferred method is to provide an undisturbed natural buffer, extending a minimal 25 feet from the top of the bank, to filter the run-off. Should this buffer prove infeasible due to construction activities being too close to the creek, or if the amount of sediment overwhelms the buffer, the Contractor shall place silt fences to filter the run-off and, if necessary, place permanent rip rap to stabilize the creek banks. When excavation activities disturb the previously stated preventative measures, or if they are not maintained, or whenever the construction activities cross the creeks, the check dams shall be installed downstream and within 200 feet of the affected area.
- B. Silt dams, silt fences, traps, barriers, check dams, appurtenances and other temporary measures and devices shall be installed as indicated on the approved plans and working drawings, or as directed by Engineer, shall be maintained until no longer needed, and shall then be removed. Deteriorated hay bales and dislodged filter stone shall be replaced with new materials. Detention ponds, if constructed, shall be maintained in a condition ensuring that unfiltered water will not leave the pond.
- C. Where permanent grassing is not appropriate, and where the Contractor's temporary erosion and sedimentation control practices are inadequate, the Engineer may direct the Contractor to provide temporary vegetative cover with fast growing seedings. Such temporary vegetative cover shall be provided by the Contractor in compliance with the Manual for Erosion and Sedimentation Control in Georgia, specifically in the selection of species, planting dates and application rates for seedings, fertilizer and mulching, with the exception that kudzu shall not be permitted.
- D. All erosion and sedimentation control devices, including check dams, shall be inspected by the Contractor at least weekly and after each rainfall occurrence and cleaned out and repaired by the Contractor as necessary.
- E. Temporary erosion and sedimentation control devices shall be installed and maintained from the initial land disturbance activity until the satisfactory completion and establishment of permanent erosion control measures. At that time, temporary devices shall be removed.

#### **3.03 PERMANENT EROSION CONTROL**

- A. Permanent erosion control shall include:
  - 1. Restoring the work site to its original contours, unless shown otherwise on the Drawings or directed by the Engineer.
  - 2. Permanent vegetative cover shall be performed in accordance with Article 3.04 of this Section.
  - 3. Permanent stabilization of steep slopes and creeks shall be performed in accordance with Article 3.05 of this Section.

- B. Permanent erosion control measures shall be implemented as soon as practical after the completion of pipe installation or land disturbance for each segment of the Project. In no event shall implementation be postponed when no further construction activities will impact that portion or segment of the Project. Partial payment requests may be withheld for those portions of the Project not complying with this requirement.

### 3.04 GRASSING

#### A. General

1. All references to grassing, unless noted otherwise, shall relate to establishing permanent vegetative cover as specified herein for seeding, fertilizing, mulching, etc.
  2. When final grade has been established, all bare soil, unless otherwise required by the Contract Documents, shall be seeded, fertilized and mulched in an effort to restore to a protected condition. Critical areas shall be sodded as approved or directed by the Engineer.
  3. Specified permanent grassing shall be performed at the first appropriate season following establishment of final grading in each section of the site.
  4. Permanent grassing shall be of a perennial species.
- B. Replant grass removed or damaged in residential areas using the same variety of grass and at the first appropriate season. Where sod is removed or damaged, replant such areas using sod of the same species of grass at the first appropriate season. Outside of residential or landscaped areas, grass the entire area disturbed by the work on completion of work in any area. In all areas, promptly establish successful stands of grass.
  - C. Grassing activities shall comply with the Manual for Erosion and Sediment Control in Georgia, specifically for the selection of species, with the exception that kudzu shall not be permitted, planting dates and application rates for seeding, fertilizer and mulching. Where permanent vegetative cover (grassing) cannot be immediately established (due to season or other circumstances) the Contractor shall provide temporary vegetative cover. The Contractor must return to the site (at the appropriate season) to install permanent vegetation in areas that have received temporary vegetative cover.
  - D. Sodding shall be planted as directed by the Engineer. Payment for sodding will be made as a separate item based on measured quantity installed for any type. Unit price shall include preparation of surface to be planted as described in Permanent Grassing, installation of sod, rolling, compacting, watering, all related items including the furnishing of all labor, materials, equipment and tools necessary to complete the work. No additional payment will be made for maintenance and repairing damaged work.

### 3.05 RIP RAP

- A. Unless shown otherwise on the Drawings, rip rap shall be placed where ordered by the Engineer, at all points where banks of streams or drainage ditches are disturbed by excavation, or at all points where natural vegetation is removed from banks of the streams or drainage ditches. Carefully compact backfill and place rip rap to prevent subsequent settlement and erosion. This requirement applies equally to construction along side a stream or drainage ditch as well as crossing a stream or drainage ditch.
- B. When trenching across a creek, place rip rap a distance of 10 feet upstream and 10 feet downstream from the top of the trench excavation. Place rip rap across creek bottom, across creek banks and extend rip rap placement five feet beyond the top of each creek bank.
- C. Preparation of Foundations: The ground surface upon which the rip rap is to be placed shall be brought in reasonably close conformity to the correct lines and grades before placement is commenced. Where filling of depressions is required, the new material shall be compacted with hand or mechanical tampers.

Unless at creek banks or otherwise shown or specified, rip rap shall begin in a toe ditch constructed in original ground around the toe of the fill or the cut slope. The toe ditch shall be two feet deep in original ground, and the side next to the fill or cut shall have that same slope. After the rip rap is placed, the toe ditch shall be backfilled and the excess dirt spread neatly within the construction easement.

- D. Placement of Filter Fabric: The surface to receive fabric shall be prepared to a relatively smooth condition free from obstructions, depressions and debris. The fabric shall be placed with the long dimension running up the slope and shall be placed to provide a minimum number of overlaps. The strips shall be placed to provide a minimum width of one foot of overlap for each joint. The filter fabric shall be anchored in place with securing pins of the type recommended by the fabric manufacturer. Pins shall be placed on or within 3-inches of the centerline of the overlap. The fabric shall be placed so that the upstream strip overlaps the downstream strip. The fabric shall be placed loosely so as to give and therefore avoid stretching and tearing during placement of the stones. The stones shall be dropped no more than three feet during construction. The fabric shall be protected at all times during construction from clogging due to clay, silts, chemicals or other contaminants. Any contaminated fabric or any fabric damaged during its installation or during placement of rip rap shall be removed and replaced with uncontaminated and undamaged fabric at no expense to the County.
- E. Placement of Rip Rap
1. Rip rap shall be placed on a 6-inch layer of soil, crushed stone or sand overlaying the filter fabric. This 6-inch layer shall be placed to maximize the contact between the soil beneath the filter fabric and the filter fabric. Rip rap shall be placed with its top elevation conforming with the finished grade or the natural slope of the stream bank and stream bottom.
  2. Stone rip rap shall be dumped into place to form a uniform surface and to the thickness specified on the Drawings. The thickness tolerance for the course shall be -6-inches and +12-inches. If the Drawings or the Bid do not specify a thickness, the course shall be placed to a thickness of not less than 18-inches.

**END OF SECTION**

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**SECTION 02935  
CHEMICAL BRUSH CONTROL**

**PART 1 – GENERAL**

**1.01 DEFINITION AND PURPOSE**

Brush control is the removal, reduction, or manipulation of non-herbaceous plants. Brush, as used in this Contract Documents, includes unwanted woody vegetation consisting of half-shrubs, shrubs, trees, weeds, etc. The County uses herbicides to manage undesirable woody stemmed species. Some of these species are fast growing and can interfere with the maintenance of sewer lines and prevent access to sanitary sewer easements in emergencies. Brush control will be applied in a manner to achieve the desired control of the target woody species and protection of desired species.

**1.02 EXECUTION**

The Contractor shall use only non-restrictive and environmentally friendly herbicides that comply with all applicable federal, state and local laws and regulations. The Contractor shall be qualified and trained for this type of work. He shall have the knowledge of principles, practices and procedures of vegetation control; knowledge of materials, methods, equipment used in weed and brush control and herbicide chemical application; knowledge of Federal, State and Local Laws regarding herbicide chemical application. The Contractor shall apply herbicides on areas as directed by the Engineer. Should re-growth, re-sprouting, or reoccurrence of brush is observed after initial application, the Contractor shall re-treat spots or areas that need retreatment without additional cost to the County. The Contractor shall include in his Plan the period of effectiveness of the treatment he chooses.

**1.03 SUBMITTAL**

The Contractor shall submit a Chemical Brush Control Plan to the County Representative fifteen (15) days within the date of the Notice to Proceed or ten (10) days prior to application of chemical, whichever comes first. The Plan will include: herbicide name, rate of application or spray volumes, acceptable dates of application, mixing instruction, any special application techniques, timing considerations, safety considerations, reference to label instructions, and other instructions requested by the County Representative. The Contractor shall not start work unless such plan is reviewed and approved by the County Representative.

**END OF SECTION**

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