

# S104A Bell Road Reuse Water Main Extension Phase I

ITB # 20058402YK

Construction Services



Issued by:  
**FULTON COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**

Fulton County Purchasing Department  
130 Peachtree Street, S.W.  
Atlanta, Georgia 30303

Bids Due: January 10, 2005

PARSONS **PM** TEAM

Program/Construction Management

Parsons • PMCM International • USInfrastructure





**FULTON COUNTY**

**FULTON COUNTY  
GEORGIA**

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**DEPARTMENT OF PUBLIC WORKS**

**PROJECT MANUAL**

FOR

**S104A**

**Bell Road Reuse Water Main Extension Phase I**

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**PURCHASING DEPARTMENT**

**INVITATION TO BID**

**BID # 20058402YK**

***BID DUE: January 10, 2005 at 11:00 AM Prevailing time in the Bid  
Conference Room in the Purchasing Department***

***PRE-BID MEETING: December 16, 2004 at 10:00 AM. Prevailing time in the Bid  
Conference Room in the Purchasing Department***

**FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GEORGIA 30303**

**TECHNICAL AND PROCEDURAL POINT OF CONTACT:  
DONNA JENKINS, PURCHASING DEPARTMENT (404) 730-5818**

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**NO-BID VENDOR RESPONSE QUESTIONNAIRE**

NOTE TO VENDOR:

PLEASE RESPOND TO THE ATTACHED BID, EVEN IF YOUR COMPANY'S RESPONSE IS A "NO-BID". COMPLETION OF THIS FORM IS NOT REQUIRED, IT IS OPTIONAL. WE ARE VERY INTERESTED IN ENSURING THAT OUR BIDS ARE NON-RESTRICTIVE AND THAT NO BIDDER IS ELIMINATED ARBITRARILY. IT IS THE COUNTY'S INTENT TO ABOLISH ANY AND ALL BARRIERS TO ITS PROCUREMENT PRECESS WHICH PREVENTS INTERESTED AND QUALIFIED BIDDERS FROM PARTICIPATING.

SHOULD YOU RESPOND WITH A "NO-BID", PLEASE EXPLAIN WHY.

EXAMPLES ARE:

(1) OUR COMPANY CANNOT MEET THESE SPECIFICATIONS BECAUSE YOU REQUIRE:

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(2) OUR COMPANY CANNOT COMPETITIVELY BID ON THIS PRODUCT OR SERVICE BECAUSE:

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(3) OTHER:

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YOUR RESPONSE WILL BE GIVEN CAREFUL CONSIDERATION AND INCLUDED IN THE BID FILE WITH OTHER VENDOR

COMMENTS. IF IT APPEARS, FROM THE FEEDBACK RECEIVED, THAT THE SPECIFICATIONS ARE RESTRICTIVE YOUR INPUT

WILL HELP THE COUNTY MAKE THE NECESSARY CHANGES SO THAT A GREATER NUMBER OF INTREESTED BIDDERS ARE

INCLUDED. YOUR INPUT IS NEEDED, IT WILL MAKE A DIFFERENCE!

**SECTION NO. 00020****INVITATION TO BID****BELL ROAD REUSE WATER MAIN EXTENSION PHASE I**

BOARD OF COMMISSIONERS  
FULTON COUNTY, GEORGIA

**THE FULTON COUNTY PURCHASING DEPARTMENT** solicits bids for the BELL ROAD REUSE WATER MAIN EXTENSION PHASE I Contract. A pre-bid conference will be held on **December 16, 2004 at 10:00 AM** in the Purchasing Department Bid Room, 130 Peachtree Street, Suite 1168, Atlanta GA 30303. The Pre-bid Conference is not mandatory but information regarding the bid process could be helpful to prospective bidders. Bids will be received in the office of the Purchasing Agent, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, until **January 10, 2005 at 11:00 AM**. Bids will be publicly opened in the Purchasing Department Bid Room, Public Safety Building, 130 Peachtree Street, S W, Suite 1168, Atlanta, Georgia, 30303. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days.

**Work to be done:** The work to be done consists of obtaining all permits, furnishing all materials and equipment, and performing all labor necessary for the construction and installation of approximately 4900 L.F. of 20-inch in diameter High-Density Cement Lined Ductile Iron Pipe as a reuse water main. The work is located along Bell Road, starting at the Cauley Creek Water Reclamation Facility and ending at the Sugar Mill Subdivision.

All work shall be performed in accordance to the requirements of the individually assigned project's Construction Drawings, Fulton County Standard Specifications (including the Re-use Water Specifications (DRAFT)), and Fulton County General Conditions.

Applications for documents, along with a non-refundable **\$50.00** payment must be filed with **Fulton County Department of Public Works, 141 Pryor Street, S.W., Suite 3077, Atlanta, Georgia 30303**. Payment must be in the form of a certified check, treasurer's check, cash or cashier's check, issued by a responsible bank or trust company, payable to **Parsons PM Team**. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of bid document will not be issued.

The Instructions to Bidders, Bid, Specifications, Bid Bond, Performance Bond, Payment Bond Requirements and other Documents may be examined at the following:

Fulton County Department of Public Works  
Parsons PM Team  
141 Pryor Street, Suite 3077  
Atlanta, GA 30303  
404-730-7400

For technical or procedural information contact Donna Jenkins, Purchasing Agent at 404-730-5818; for bid payment and to obtain a copy of the bid, contact Carllisa Boyce at 404-893-0873.

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

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.

The 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 amount bid. 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, except a certified cashier's check would be acceptable. Provide a completed and fully executed document as contained in Section 00410. When the proposal package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the bid package.

If the bidder withdraws its Proposal 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 amount bid. The Bonds and Surety shall be subject to approval by the County Attorney. Attorneys-in-fact for proposers who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the County **on or before** the issuance of Notice to Proceed.

Prospective bidders are encouraged to register their firms on Fulton County's Official bidders list. Related application forms may be obtained from the Fulton County Purchasing Department, Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303.

The successful bidder is required to fully comply with Fulton County's Non-Discrimination Ordinance requirements.

The County reserves the right to reject any or all bids, to waive informalities and to re-advertise, pursuant to federal and state law.

By: Jerome Noble  
Director of Purchasing

**END OF SECTION NO. 00020**

**SECTION NO. 00022****DOWNLOAD REGISTRATION**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities." Any firm or person who downloads this Bid Document from the website or obtains this document from sources other than Fulton County Purchasing Department and desires to participate in the bid opportunity shall fill out and return the "Download Registration Form" in this section to:

Department of Purchasing  
Fulton County Government  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

**Bid/ #: 20058402YK**

This is to certify that on this day, bidder acknowledges that he/she obtained this bid document from the Fulton County Government Purchasing Department's website ; [www.co.fulton.ga.us](http://www.co.fulton.ga.us).

To ensure that interested parties receive any and all addendums that may be issued pertaining to this bid document, it is necessary that this form be completed and returned to the Purchasing Department prior to the bid opening date when the bid document has been downloaded from the County's website. It is the responsibility of the bidding firm to verify that they have received all addendums,

If this form is completed and submitted to the Purchasing Department and then the firm or company decides not to submit a bid for this procurement, the firm must submit a statement to the Fulton County Purchasing Department that they are not submitting a bid.

**BID DOWNLOAD REGISTRATION FORM**

Company \_\_\_\_\_

Person Downloading Bid \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Date Bid Downloaded \_\_\_\_\_

*Note: All addenda issued for bids are posted on the County's website under the bid solicitation number.*

**End of Section 00022**

**SECTION NO. 00100****INSTRUCTIONS TO BIDDERS (including insurance requirements)****A. Contract Documents**

The Contract Documents include the Invitation to Bid, Instructions to Bidders, 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.

**B. Definitions:** Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

1. **"Balanced Bid"** shall mean a bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A bid is unbalanced when, in the opinion of the County, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.
2. **"Construction Manager"** shall mean the Assistant Director of Public Works or his duly authorized representative. The Construction Manager is the County's agent for purposes of administering this contract.
3. **"Contractor"** shall mean the party to the second part of the Contract Agreement or the authorized and legal representative of such party.
4. **"Contract Term"** shall mean the time specified in the contract for completion of the work.
5. **"County"** shall mean FULTON County, Georgia, a political subdivision of the State of Georgia, acting by and through the Chair of its Board of Commissioners.
6. **"Day"** shall mean a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.
7. **"Change Order"** shall mean as is provided in the General Conditions.
8. **"Liquidated Damages"** shall mean the amount per day specified in the Agreement, which amount shall be paid by the Contractor to the County for each act of non-compliance and/or non-performance by the Contractor in the execution of the contract.

9. **“Notice to Proceed”** shall mean 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.
  10. **"County"** shall mean the Fulton County, Georgia, party to the first part of the Contract Agreement, or its authorized and legal representatives.
  11. **"Products"** shall mean materials or equipment permanently incorporated into the work.
  12. **“Program Manager”** The County has contracted with the Program Manager to provide program planning that establishes direction and performance goals for the implementation of numerous projects contained in the County’s Capital Improvements Program. The Program Manager has oversight responsibility for the execution of this project.
  13. **"Provide"** shall mean to furnish and install.
  14. **“Work”** shall mean 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.
- C. **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 Bidding Documents shall make a request that shall reach **Donna Jenkins** no later than 5:00 PM January 10, 2005 Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the below address, email address or fax number. Telephone inquiries will not be accepted.

Donna Jenkins, Assistant Purchasing Agent  
Department of Purchasing  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Phone: (404-730-5818  
Fax: (404) 335-5807  
donna.jenkins@co.fulton.ga.us

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 Specifications which, and if any addenda are issued to this Invitation to Bid.

Since this document and any supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities” any firm who does download this Bid Document from the website or receives the document in any manner other than through Fulton County Public Works and desires to participate in the bid opportunity shall fill out the form in section 00022 and return it to:

Donna Jenkins, Assistant Purchasing Agent  
Department of Purchasing  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30033

Failing to return the completed form in section 00022 may result in the bidding firm not receiving addendums to this bid and their submitted bid being declared “non-responsive”.

If addenda are issued to this Invitation to Bid, the County will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid, to contact **Donna Jenkins**, Purchasing Department (404) 730-5818, to determine if addenda were issued and to make such addenda a part of the bid. Information concerning addenda can also be found on the Fulton County Website <http://www.co.fulton.ga.us/> . The County shall not be responsible for oral interpretations given by any County Employee, representative or others. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information can be given. Failure of a bidder to receive any Addendum shall not relieve the bidder of any obligation under the bid. All Addenda shall become part of the Contract Documents.

- D. **Site Examination:** There will be no site visit for this project. However, bidders are encouraged to visit the route of the reuse main per the design drawings on their own.
- E. **Official Bidder's List:** Prospective Bidders are encouraged to register their firm on the Fulton County Official bidder's list. Related application forms may be obtained from the Fulton County Department of Purchasing, 130 Peachtree Street, S.W., Suite 1167, Atlanta, Georgia 30303.
- F. **Bid:** All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for the **BELL ROAD REUSE WATER MAIN EXTENSION PHASE I** Project – Bid Number ITB-**20058402YK** The bidder **must complete and execute** the following:
1. Bid Section 00300
  2. Bid Schedule
  3. Bid Bond Section 00410
  4. Certification of Acceptance of Bid/Proposal Requirements Section 00415
  5. Corporate or Partnership Certificate Section 00422
  6. Non-Collusion Affidavit of Prime Bidder Section 00480
  7. Non-Collusion Affidavit of Subcontractor Section 00481
  8. Contract Compliance Forms, fully executed Section 00120
    - a. Promise of Non-Discrimination Section 00120 (Exhibit A)
    - b. Employment Report Section 00120 (Exhibit B)
    - c. Schedule of Intended Subcontractor Utilization Section 00120 (Exhibit C)
    - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services Section 00120 (Exhibit D)
    - e. Declaration Regarding subcontractor Practices Section 00120(Exhibit E, if applicable)
    - f. Joint Venture Disclosure Affidavit Section 00120 (Exhibit F), if applicable
    - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date (section 00020) shall 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 for receipt on or before the stated time and date (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.

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside " Bid for the **BELL ROAD REUSE WATER MAIN EXTENSION PHASE I** – Bid Number #20058402YK. Additionally Bidder is to write their Utility Contractor License Number on the outside of the sealed package containing the bid. Failure to put the Utility Contractor License number on the package will result in the bid being determined to be non-responsive.

**Addressed to:**

Fulton County Department of Purchasing  
Public Safety Building  
130 Peachtree Street, S.E., Suite 1168  
Atlanta, Georgia 30303

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

Prospective bidders are encouraged to register their firms on Fulton County's official bidder's list. Registration can be obtained from the Fulton County Purchasing Department (404) 730-5800.

- G. **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".

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, except a certified cashier's check would be acceptable. Provide a completed and fully executed AIA Document A310. 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 proposers who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

- H. **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.
- I. **Bid Opening:** Bids will be opened in public and read aloud.
- J. **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(s), if awarded.
- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder, as a minimum:
- 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. (OCGA 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 grading, surveying, landscaping.
  - 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.
  - 3) The apparent low bidder shall submit the Non-Collusion Affidavit of Subcontractors prior to award of subcontracts by the apparent low bidder, and prior to award of the Contract by the County to the successful bidder.
- K. **Employment of Labor:** Preference in employment on the project by the selected bidder shall, insofar as practical, be given to qualified local labor.
- L. **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 of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) 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(s) 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 the notice to proceed. 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 Program Manager. 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 by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

- M. **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 fifteen (15) 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.

- N. **Joint Venture** Any offeror 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.
- O. **Contractor's Compliance With All Assurances And/Or Promises Made In Response To Procurement:** Should any proposer (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 00700-30 of the Agreement.
- P. **No Contact During Procurement:** In accordance with Fulton County Policy & Procedure 800-9, 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 solicitation and the date of the County Manager's recommendation to the Board of Commissioners, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

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.

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

Between the date of the issuance of any solicitation of bids or proposals for County contracts and the date of the County Manager's recommendation to the Board of Commissioners for award of

the subject contract, no County officer, elected official, employee, or designated County representative, except in the course of carrying out obligations as a member of or a designated advisor to a vendor selection committee acting in accordance with the terms and conditions of the solicitation, shall initiate or continue any verbal or written communications regarding the solicitation with any person, firm, or business entity, however situated or composed, or any such representative of same, who the officer, elected official, employee, or representative knows or should have known has obtained a copy of the solicitation and either has submitted a bid or provided, further, except for members of or designated advisors to a vendor selection committee, no County official, employee, or designated County representative shall contact any member of such a vendor selection committee regarding a pending solicitation between the date of the issuance of the solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, and all inquiries regarding the solicitation shall be directed to the Purchasing Agent:

Fulton County Department of Purchasing  
Attn: Donna Jenkins  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303

P: 404-730-5818  
Email: donna.jenkins@co.fulton.ga.us  
F: 404-335-5807 or 404-750-0358

- Q. **Availability Of Funding:** Any award of work, contract, or service for any portion of the BELL ROAD REUSE WATER MAIN EXTENSION PHASE I will be conditional and subject to Fulton County obtaining financing through the issuance of water and sewer revenue bonds where the proceeds from such bonds are in an amount sufficient to fund the BELL ROAD REUSE WATER MAIN EXTENSION PHASE I. This conditional award will not be in effect until Fulton County has been successful in raising the required funds for payment of the BELL ROAD REUSE WATER MAIN EXTENSION PHASE I. If it proves impossible for Fulton County to raise the required funds, the conditional award will be cancelled by Fulton County without any recourse by the responding entity. The submittal of a bid in response to any phase of the procurement for the BELL ROAD REUSE WATER MAIN EXTENSION PHASE I serves as acceptance of this condition by the entity responding to the procurement. Without waiving any of the conditions contained herein, and solely for informational purposes, please be aware that the Fulton County Board of Commissioners has taken legislative action authorizing the Fulton County Director of Finance to procure the services of the various professionals that will assist in obtaining the bond proceeds, and it is anticipated that the funding will be in place by the second or third quarter of 2004.
- R. **INSURANCE REQUIREMENTS:** Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.
1. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.

2. Each respondent shall submit with the quote proof of insurance indicated below. The insurance shall be for the contract period.
3. Respondent must maintain, at their expense, insurance in at least the following amounts and types.
4. The Contractor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.
5. The Certificate of Insurance shall identify the Certificate Holder as:

Fulton County Government – Purchasing Department  
 130 Peachtree Street, S.W.  
 Suite 1168  
 Atlanta, Georgia 30303-3459

### **Worker's Compensation**

Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

Note: The Contractor shall require all subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverage conforming to the above limits.

### **Comprehensive (or Commercial) General Liability**

General Aggregate	\$2,000,000
Products Comp/Ops Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expenses (Any one person)	\$ 5,000

The insurance shall include coverage of the following hazards:

Underground  
 Explosion/Collapse

NOTE: For the purpose of insurance coverage, each detonation of blasting is a single occurrence.

### **County's and Contractor's Protective Liability**

The Contractor shall procure and maintain during the life of the Contract Agreement, County's and Contractor's Protective Liability Insurance with the same limits as the Comprehensive General Liability Insurance.

### **Automobile Liability - Owned, Non-Owned & Hired:**

Comprehensive Single Limits (CSL)	\$1,000,000
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### **Builder's Risk**

The Contractor shall procure and maintain during the life of the Contract Agreement, Builder's Risk Insurance to protect the interests of the County, Contractor, and Subcontractors against all risks of physical damage included in a standard Extended Coverage Endorsement. The amount of the insurance shall at all times equal or exceed the full amount of the Contract. The policies shall be in the names of the County and the

Contractor.

**Umbrella Liability** (written on an occurrence basis):

In excess of above noted:  
Coverage \$ 2,000,000

**Professional Liability**

Each Occurrence - \$5,000,00  
(Required if respondent providing quotation for professional services).

**Fidelity Bond**

(Employee Dishonesty) Each Occurrence--\$ 100,000

If liability insurance is to be provided by Contractor's existing blanket or manuscript policy or policies, such policy or policies must be approved by County and must include all major lines of coverage found in a Comprehensive (or Commercial) General Liability Policy with Broad Form Liability endorsement. At a minimum, coverage shall include:

- (a) Premises-Operations;
- (b) Blanket Contractual Liability;
- (c) Products and Completed Operations Coverage (to be maintained for one year after final payment);
- (d) Broad Form Property Damage Liability;
- (e) Independent Contractors' Protective;
- (f) Personal Injury Insurance (including Contractor's employees).

Prior to commencement of the Work, Contractor shall furnish to County proof of insurance by submitting certified copies of Certificates of Insurance; copies of applicable policy or policies, including all endorsements thereto signed and certified by the insurance company's authorized representative. Such certificates, policies and endorsements shall specifically set forth evidence of all coverage required by Subparagraphs 2.1 and 2.2 above. Certificates shall be in the same number as the copies of the Agreement provided and substantially according to the instructions provided in AIA Document G715.

Insurance certificates shall contain a provision that coverage's afforded under the policies shall not be canceled until at least thirty (60) days prior written notice has been received, accepted and acknowledged by the County. During the term of this Agreement, the Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending any such required insurance.

**Insurance in no way Limits the Liability of the Respondent.**

RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

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

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

**END OF SECTION NO. 00100**

**SECTION 00120****NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT**

**Policy Statement:** 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 that Fulton County Government 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 Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

**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 the bid. 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 Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within 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 on the Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (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 receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

## COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provision of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. **Failure to provide this information shall result in the Bid being deemed non-responsive:**

- Promise of Non-Discrimination (Exhibit A)
- Employment Record (Exhibit B)
- Schedule of Intended Subcontractor Utilization (Exhibit C)
- Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- Declaration Regarding Subcontractor Practices (Exhibit E),
- Joint Venture Disclosure Affidavit (Exhibit F)
- **Equal Business Opportunity Plan (EBO Plan)**

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

- Prime Contractor's Subcontractor Utilization Report (Exhibit G)

## **EQUAL BUSINESS OPPORTUNITY PLAN (EBO) PLAN**

**NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS:** It is the policy of Fulton County Government that discrimination against businesses by reasons 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 that Fulton County Government 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 Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

**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 the bid. 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 Plan should be designed to enhance the utilization of racial, gender, or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender, or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within 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 on the Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (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 receipt of a payment from Fulton County, the prime contractor shall pay funds due to said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

**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 therefrom,
- 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:** \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

**EMPLOYEES**

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/Sales Clerical												
Craftsmen												
Laborers												
Others (Specify)												
<b>TOTALS</b>												

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

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

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

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

**Date Completed:** \_\_\_\_\_

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid.** All prime bidders **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:** \_\_\_\_\_

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

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

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

1. My firm, as Prime Bidder 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):

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

2. If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

3. 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.**

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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

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

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

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

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

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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

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

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

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

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

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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

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

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

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

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

SUBCONTRATOR 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.**

**Total Dollar Value of Small Business Enterprise Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the Owner, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the Owner to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the Owner may have for other defaults under the contract.

Signature/Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

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

**EXHIBIT D**

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

This form **must** be completed by ALL known subcontractor and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors 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 **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 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**

**RFP No.** \_\_\_\_\_

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

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

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation 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: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

**NAME OF JONT VENTURE (If applicable):** \_\_\_\_\_

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

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

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

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. 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?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. 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.
11. Percent of small business ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. 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: \_\_\_\_\_  
\_\_\_\_\_

- 14. 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 Contract Compliance, Departments of Purchasing and 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 officer, personally appeared

\_\_\_\_\_, 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/SUB-CONTRACTOR 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:\$ \_\_\_\_\_

**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)

**Section 00300****BID****Bell Road Reuse Water Main Extension Phase I****TO THE BOARD OF COMMISSIONERS, FULTON COUNTY, GEORGIA**

Submitted \_\_\_\_\_, 200\_\_\_\_

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 Proposal is made without connection with any other person, company or parties making a bid or Proposal; 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 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 Assistant Director of Public.

The Bidder understands that the Contract will be awarded following Fulton County procurement procedures to the lowest responsive and responsible bidder. The contract will be a not to exceed amount (The Bid Amount) for the completion of all the work as identified in the IFB documents and reflected as accurately as possible on the Bid Sheet. Payment will be based on actual work completed per the Construction Schedule and the Schedule of Values. The lowest bidder will be determined exclusively by the dollar amount in the "Total Bid Amount". The contractor should use the design drawings of the re-use line extension provided with the IFB documents to perform his own evaluation and take-off of the amount of material needed for this project. Differences should be addressed to the purchasing agent in accordance with section 00100(C) of the IFB

prior to the last day for questions date, December 23, 2004. The bidder should bid on all items, but only those items listed on the Bid Sheet as presented here in this section or changed by addendum. The contractor will be required to submit with each invoice an updated schedule of values (section 01320) that reflects the amount of work completed since the last invoice. Unit Bid Amounts and Measurements and Payments for each line item as contained in Section 01150 are used to provide structure for the Bid Sheet and Bid Development and also to assist in the development of the Construction Schedule and the Schedule of Values. The Bidder declares that he understands that the quantities shown for the unit price items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased the bidder agrees to do the additional work at the unit priced stated herein, and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities used 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. Necessary adjustments during the course of the project in the quantities of any line item can be accomplished per General Condition 00700-87 (D) as long as the Total Bid Amount and the scope of the project are not increased. For changes where either the Total Bid Amount may be exceeded or the scope of the project is changed, the requirements of General Condition 00700-87 (A), (B) and/or (C) must be followed. For all changes the unit bid amount (\$/unit) will be the cost for any increase/decrease in quantities and the incorporation of the material into the project work.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten 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.

Bidder acknowledges receipt of Addenda

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

Attached hereto is a Bid Bond for the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (Figures)

according to the conditions of "Instructions to Bidders" and provisions thereof.

The full names and addresses of persons or parties interested in the foregoing bid, as principals, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Bidder list below work he has done of similar nature to this bid as references that will afford the Owner opportunity to judge the Bidder's experience, skill, business standing, and financial ability.

<u>PROJECT NAME AND OWNER</u>	<u>OWNERS REPRESENTATIVE</u>	<u>PHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**BID SHEET****BID SCHEDULE FOR THE BELL ROAD PHASE 1 REUSE WATER MAIN EXTENSION**

Review the Measurement of Payments Section 001150 for what each line item includes as work. Generally the line item includes but is not limited to the cost of material, labor, transportation of material, equipment, mobilization, testing, incidental items, profit and overhead necessary to complete the work. The Bid Sheet identifies all work required to totally complete the Scope of Work of this project.

Item Number	Item	Units	Total Quantities			Unit Bid Amount(\$/Unit)	Total Bid Amount (# Units X Unit Price)
			Total	Units	Material		
	<i>DIP</i>						
1	20-inch	LF	4910	LF	20-inch DIP	\$	\$
2	16-inch	LF	40	LF	16-inch DIP	\$	\$
3	12-inch	LF	70	LF	12-inch Dip	\$	\$
	<i>Ductile Iron Fittings</i>						
	Mega-lugs	Tons	3.38				
	20x16 tee	Tons	1.58				
	20" - 22 1/2° Bend	Tons	1.08				
	20" Plug	Tons	0.34				
	20" Dresser Coupling	Tons	0.14				
	16" - 90° Bend	Tons	0.68				
	20"x12" Reducers	Tons	0.64				
	20" - 11 1/4° Bend	Tons	0.27				
	20" - 90° Bend	Tons	0.34				
	16" Plug	Tons	0.54				
	12" Plug	Tons	0.00				
	20"x12" Tee	Tons	0.27				
4	<b>Total Ductile Iron Fittings</b>		<b>10.0</b>	<b>Tons</b>	<b>Total Ductile Iron Fittings</b>	<b>\$</b>	<b>\$</b>
	<i>Butterfly Valves</i>						
5	20-inch	EA	6	EA	20" Butterfly	\$	\$

6	16-inch	EA	2	EA	Valves 16" Butterfly Valves	\$	\$
	<i>Gate Valves</i>						
7	12-inch	EA	3	EA	12" Gate Valves	\$	\$
8	Blow-off Assembly	EA	1	EA	Blow-off Assembly	\$	\$
9	Air Release Assembly	EA	3	EA	Air Release Assembly	\$	\$
	<i>Concrete Thrust Blocks</i>						
10	20"x12" Tee	CY	2.40	CY	Concrete Thrust Blocks	\$	\$
	20"x16" Tee	CY	7.20				
	20" - 22 1/2° Bend	CY	8.00				
	16" - 90° Bend	CY	5.80				
	20" - 11 1/4° Bend	CY	1.00				
	20" - 90° Bend	CY	3.30				
	<b>Total Concrete Thrust Blocks</b>		<b>28</b>				
	<i>Concrete Thrust Collars</i>						
11	20-inch	CY	10	CY	Concrete Thrust Collars	\$	\$
	16-inch	CY	6				
	12-inch	CY	3				
	<b>Total Thrust Collars</b>		<b>18</b>				
	<i>Bore and Jack with Steel Casing</i>		0				
12	36" Stl. Casing 0.375-inch wall Thickness	LF	40	LF	30" Stl. Casing 0.375-inch wall Thickness	\$	\$
13	24" Stl. Casing 0.375-inch wall Thickness	LF	42	LF	24" Stl. Casing 0.375-inch wall Thickness	\$	\$
14	3/4-inch                      Underground Sampling	EA	2	EA	3/4-inch Underground Sampling	\$	\$

15	7' Diameter Manhole Complete	EA	1	EA	7' Diam Manhole Complete	\$	\$
16	12" Meter and Backflow Preventor and Vault	EA	1	EA	12" Meter and Backflow Preventor and Vault	\$	\$
17	Remove and Replace Concrete Curb and Gutter	LF	20	LF	Remove and Replace Concrete Curb and Gutter	\$	\$
	<i>Remove and Replace Pavement</i>						
18	FC Std, Utility Cut Pavement Repair	SY	25	SY	FC Std, Utility Cut Pavement Repair	\$	\$
19	1-inch Type "F" Asphalt Topping	SY	50	SY	1-inch Type "F" Asphalt Topping	\$	\$
20	Milling of Existing Asphalt Payment	SY	25	SY	Milling of Existing Asphalt Pavement	\$	\$
	<i>Pavement Marking and Striping</i>						
21	4-inch DOT White Striping	LF	300	LF	4-inch DOT White Striping	\$	\$
22	Std. DOT Stop Bar	EA	1	EA	Std. DOT Stop Bar	\$	\$
23	Std. DOT Turn Arrow	EA	2	EA	Std. DOT Turn Arrow	\$	\$
	<i>Remove and Replace Driveways</i>						
24	Concrete	CY	15	CY	Concrete Driveways	\$	\$
25	Asphalt	SY	71	SY	Asphalt Driveways	\$	\$
26	Gravel	TONS	18	Tons	Gravel Driveways	\$	\$
27	Remove and Replace Concrete Sidewalk	LF	448	LF	Remove and Replace	\$	\$

					Concrete Sidewalk		
28	Remove and Replace Wood Fencing	LF	310	LF	Remove and Replace Wood Fencing	\$	\$
29	Storm Drainage Repair	LF	40	LF	Storm Drainage Repair	\$	\$
	<i>Erosion and Sediment Control</i>						
30	Creek Crossing	EA	1	EA	Creek Crossing	\$	\$
31	Temporary Grassing	SY	4869	SY	Temporary Grassing	\$	\$
32	Permanent Grassing	SY	4869	SY	Permanent Grassing	\$	\$
33	Sod (All Types)	SY	0	SY	Sod (All Types)	\$	\$
34	Type "C" Silt Fence	LF	4650	LF	Type "C" Silt Fence	\$	\$
35	Hay bales	EA	160	EA	Hay bales	\$	\$
36	Riprap	TONS	175	Tons	Riprap	\$	\$
37	Pre-Cast Vault with Two Air Vents	EA	1	EA	Pre-Cast Vault with Two Air Vents	\$	\$
	<i>Traffic Control</i>						
38	MUTCD Standard Barrel	EA/DAY	10	EA/DAY	MUTCD Standard Barrel	\$	\$
39	Police Cruiser	EA/DAY	1	EA/DAY	Police Cruiser	\$	\$
40	Certified Flagman	2MAN/DAY	2	2MAN/DAY	Certified Flagman	\$	\$
41	Rock Excavation	CY	100	CY	Rock Excavation	\$	\$
	<i>Trench Stabilization</i>						
42	Crushed Stone, #57	TONS	50	TONS	Crushed Stone, #57	\$	\$
43	Clearing and Grubbing	AC	1.2	AC	Clearing and Grubbing	\$	\$

44	<b>Water Line Marking Devices</b>	EA	52	EA	<b>Water Line Marking Devices</b>	\$	\$
45	<b>Concrete Valve Markers</b>	EA	11	EA	<b>Concrete Valve Markers</b>	\$	\$
	<i>Task Allowances</i>						
46	<b>Utility Conflict Resolution</b>	LS	1	LS	<b>Utility Conflict Resolution</b>	\$10,000	\$10,000
47	<b>Soil, Asphalt and Concrete Testing</b>	LS	1	LS	<b>Soil, Asphalt and Concrete Testing</b>	\$10,000	\$10,000
48	<b>Construction Surveying</b>	LS	1	LS	<b>Construction Surveying</b>	\$10,000	\$10,000
49	<b>Blast Monitoring</b>	LS	1	LS	<b>Blast Monitoring</b>	\$10,000	\$10,000
50	<b>Landscaping</b>	LS	1	LS	<b>Landscaping</b>	\$10,000	\$10,000

For furnishing all products and performing all labor necessary for the construction and completion of assigned miscellaneous water system services and improvements as entitled, the bidder submits a bid in the amount of:

<b>TOTAL BID AMOUNT (sum of items 1 – 50)</b>	<b>\$</b>
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The undersigned hereby agrees to complete all work on the assigned project within the agreed upon days specified in a written Notice To Proceed. He further agrees that the County may retain from the monies that are or which may become due the amount of Three Hundred and Fifty (\$350.00) Dollars for each and every consecutive calendar day the completion of the Work may be delayed beyond the time.

Time is of the essence in the performance of the Work. No verbal authorization for the commencement of work is considered valid. Only work authorized in a written Notice to Proceed and signed by the Director of Public Works will be considered valid.

**Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2004.**

Contractor: \_\_\_\_\_ By: \_\_\_\_\_  
(Name of Company) (Signature of individual, Partner  
Or Officer Signing the Proposal)

**END OF SECTION**

**SECTION NO. 00410****BID BOND REQUIREMENTS**

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 be in the amount of not 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.

**BID BOND**

**SAMPLE**

**Chairman, Board of Commissioners  
STATE OF GEORGIA, COUNTY OF FULTON**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Fulton County Board of Commissioners for the Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for payment of which sum well and truly made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, THE Principal has submitted to the County as Bid for construction for the BELL ROAD REUSE WATER MAIN EXTENSION PHASE I.

**NOW, THEREFORE**, the conditions of this obligation as such that if the Bid be accepted, the Principal shall within ten days after receipt of the conformed contract documents execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the County and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the County, each in an amount of one hundred percent (100%) of the total contract price, in the form and with security satisfactory to the County, or in the event of the failure of the Contractor to execute and deliver the Contract Agreement and give said Performance and Payment Bonds, the Contractor shall pay the County the difference not to exceed the penalty hereof between the amount for which the County may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be void; otherwise, it shall 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 aforesaid 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.

This Bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-01, et. Seq., and all the provisions of the law referring to this character or Bond as set forth in said sanctions or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

**IN WITNESS WHEREOF**, THE SAID Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed this corporate signature and seal, by its duly authorized officers, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**Signed and sealed in the presence of:  
PRINCIPAL:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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

**(seal)**

**Signed and sealed in the presence of:  
SURETY:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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

**(seal)**

**APPROVED AS TO FORM**

By:

Attorney to the County

**SECTION NO. 00415**

**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 Addendums(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)

**END OF SECTION**

**SECTION 00420**

**CERTIFICATION REGARDING DEBARMENT**

- (1) THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.**
  
- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**SECTION NO. 00422**

**CORPORATE CERTIFICATE**

Corporations

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that \_\_\_\_\_, who signed said Bid on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
(SEAL) must be affixed

Partnership or other entities:

I, \_\_\_\_\_, certify that I am authorized to sign to commit \_\_\_\_\_ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

END OF SECTION

**SECTION 00 440**

**OCIP INSURANCE INFORMATION FORM**

**The attached form is required to be completed and submitted by Bidder and its subcontractors.**

**END OF SECTION 00 440**

## FULTON COUNTY OCIP INSURANCE COST IDENTIFICATION WORKSHEET

**Contractor:** \_\_\_\_\_ **Indv** \_\_\_\_\_ **Ptshp** \_\_\_\_\_ **Corp** \_\_\_\_\_ **J/V** \_\_\_\_\_

Address: \_\_\_\_\_ FEIN: \_\_\_\_\_  
 Office Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Site Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Safety Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**CONTRACT INFORMATION**                      **Contract Value: \$** \_\_\_\_\_ **JOB #:** \_\_\_\_\_

Job Name/Description: \_\_\_\_\_  
 Awarding Contractor: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Est Completion Date: \_\_\_\_\_ % Self Performed \_\_\_\_\_ Est. Manhours \_\_\_\_\_  
 % Subcontracted \_\_\_\_\_ Est. # of Subcontractors \_\_\_\_\_

*CURRENT INSURANCE INFORMATION; REQUIRED INSURANCE COVERAGES AND LIMITS ARE SHOWN IN THE BID AND CONTRACT DOCUMENTATIONS. INFORMATION DISCLOSED ON THIS FORM IS SUBJECT TO AUDIT AND ADJUSTMENT THROUGHOUT THE TERM OF THE CONSTRUCTION OF PROJECT.*

**Contractor's Insurance Broker or Agent:**

**Company Name:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Phone:** (       ) \_\_\_\_\_

**WORKER'S COMPENSATION**

Current WC Ins Co: \_\_\_\_\_ Policy Period: \_\_\_\_\_  
 Experience Modifier: \_\_\_\_\_ Rate Date: \_\_\_\_\_ Deductible: \_\_\_\_\_ Retention: \_\_\_\_\_

A. Workers' Compensation (Project Site Payroll Only)				
Attach additional pages if required				
W.C. Classification	W.C. Code	W.C. Rate/ \$100 Payroll	Estimated Payroll*	Premium
1.				
2.				
3.				
4.				
5.				
6.				
Subtotal				
<p><i>* Although credits should be identified, the only allowable credits are Experience Modifier and Premium Discount</i></p> <p>It is extremely important to accurately estimate payrolls anticipated for this contract. Payroll should be raw wages <u>without</u> burden, fringes, or overtime premium: but should include sick, vacation, holiday pay and imputed income.  <b><u>Attach a copy of your declaration page and schedule rate sheets</u></b></p>			Increases Limit Factor: _____ %	\$
			Experience Modifier	\$
			Discounts or Surcharges	\$
			Deductible/Self Insured Retention Credit*	\$
			OR	
*Expected Losses within Deductible/Self Insured Retention	\$			
			Total Workers' Compensation	

	Premium	A \$
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NO CERTIFICATES OF INSURANCE OR POLICIES WILL BE PROVIDED UNDER THE OCIP UNTIL THIS FORM IS RECEIVED.

**FULTON COUNTY OCIP  
INSURANCE COST IDENTIFICATION WORKSHEET**

**GENERAL LIABILITY**

Current GL Ins Co: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Current GL rate is based on:  payroll or  receipts per  \$100  \$1,000 or Flat Premium

Deductible: \$ \_\_\_\_\_ Retention: \$ \_\_\_\_\_

B. General Liability (Project Site Payroll/Receipts Only)				
Attach additional pages if required				
G.L Classification	G. L. Code	G.L. Rate	Estimated Payroll/Receipts *	Premium
1.				
2.				
3.				
4.				
<i>It is extremely important to accurately estimate payrolls anticipated for this contract. <b><u>Attach a copy of your declaration page and schedule rate sheet.</u></b></i>			Deductible/Self Insured Retention Credit	\$
			OR	
			Expected Losses within Deductible/Self Insured Retention	\$
Total General Liability Premium				<b>B\$</b>
<b>C. Estimated Subcontractor Premiums</b> FORM-1 MUST BE COMPLETED BY AWARDING CONTRACTOR FOR EACH SUBCONTRACTOR.				<b>C\$</b>
<b>D. Umbrella Excess</b> Name of Insurer: _____		Rate: _____ Per \$ _____ Term: _____		<b>D\$</b>
<b>E. Builder's Risk</b> Name of Insurer: _____		Rate: _____ Per \$ _____ Term: _____		<b>E\$</b>
<b>F. TOTAL PREMIUMS (A+B+C+D+E)</b> This amount must equal the insurance credit indicated on your bid proposal.				<b>F\$</b>

“Total Premiums” indicated in F represent the amount of insurance premiums the contractor has excluded from the bid amount since the Owner is furnishing the construction insurance.

It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from your current insurance program.

**AGREEMENT**

Fulton County, Georgia, as sponsor of the OCIP, or their Agent, is granted permission by Contractor to inspect the insurance and payroll records used in determining the above credit. Fulton County will deduct the above amount from Contractor's bid to determine contract amount. At completion of the Work, Fulton County's Agent shall audit the project payroll records of Contractor and adjust Contract amount for final audited insurance premiums in accordance with the insurance premium audit provisions of the insurance policy. Any and all returns of premiums, dividends, discounts or other

adjustments to any OCIP policy is assigned, transferred and set over absolutely to Fulton County. This assignment is valid for insurance policies whose premiums have been paid by Fulton County on behalf of such Contractor.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**NO CERTIFICATES OF INSURANCE OR POLICIES WILL BE PROVIDED UNDER THE OCIP UNTIL THIS FORM IS RECEIVED.**

**SECTION NO. 00480**

**NONCOLLUSION AFFIDAVIT OF BIDDER (FC Sec 2-320, (11))**

State of \_\_\_\_\_ )  
 )ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_  
( County, partner officer, representative, or agent) of \_\_\_\_\_,  
the Bidder that has submitted the Bid;
- (2) He is fully informed respecting the preparation and contents of the bid and of all  
pertinent circumstances respecting such bid;
- (3) Such Bid is genuine and is not a collusive of sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives,  
employees or parties in interest, including this affiant, has in any way colluded,  
conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person  
to submit a collusive or sham Bid in connection with the Contract for which the bid has  
been submitted or refrain from bidding in connection with such Contract, or has in any  
manner, directly or indirectly, sought by agreement or collusion or communication or  
conference with any other Bidder, firm or person to fix the price or prices in the Bid or of  
any other bidder, or to fix any overhead, profit or cost element of the bidding price or the  
bidding price of any other bidder, or to secure through any collusion, conspiracy,  
connivance or unlawful agreement any advantage against Fulton County or any person  
interested in the proposed Contract; and

The price or prices in the bid are fair and proper and are not tainted by any collusion,  
conspiracy, connivance or unlawful agreement on the part of the bidder or any of its  
agents, representatives, owner, employees, or parties in interest, including this affiant.

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

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

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

My commission expires \_\_\_\_\_  
(Date)

END OF SECTION NO. 00480

SECTION NO. 00481

**NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR (FC Sec 2-320, (11))**

State of \_\_\_\_\_ )  
 )ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_  
(County, partner officer, representative, or agent)  
of \_\_\_\_\_, hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Bid submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work connection with the \_\_\_\_\_ Contractor pertaining to the Project in Fulton County, Georgia.

(3) Such Subcontractor's Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Subcontractor nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or to refrain from submitting a Bid in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and

(5) The price or prices in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_.

\_\_\_\_\_  
Title  
My commission expires \_\_\_\_\_  
(Date)

END OF SECTION NO. 00481

**SECTION NO. 00500****AGREEMENT**

THIS AGREEMENT by and between Fulton County, a political subdivision of the State of Georgia (Party of the First Part, hereinafter called the County), and \_\_\_\_\_ (Party of the Second Part, Hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for an \_\_\_\_\_ 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 Proposal 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: **S104A**

**Bell Road Reuse Water Main Extension Phase I**

The Contractor shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed from the County, and shall complete the work within 120 calendar days from the Notice to Proceed or the date work begins, whichever comes first. 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.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 350.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

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 00700-15 for similar provisions]**

This Contract, executed in quadruplicate, 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.

Signatures next page.

Attest:

NAME OF CONTRACTOR

\_\_\_\_\_

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

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

Seal (Affix)

Attest:

FULTON COUNTY, GEORGIA

\_\_\_\_\_  
Mark Massey, Clerk to the Commission

By:\_\_\_\_\_  
Karen Handel, Chair,  
Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By:\_\_\_\_\_  
County Attorney

By:\_\_\_\_\_  
Assistant Director of Public Works

**SECTION 00 610**

**PERFORMANCE BOND REQUIREMENTS**

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give 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 at least the total amount payable by the terms of the Contract and shall be written on the enclosed 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.

(Remainder of the Page intentionally left blank.)

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**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** \_\_\_\_\_ [name of CONTRACTOR] (hereinafter called the “Principal”) and \_\_\_\_\_ [name of SURETY] (hereinafter called the “Surety”), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “Owner”) and their successors and assigns, the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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 (Contract) with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety, for the [name of project], more particularly described in the Contract (herein called the “Project”); and

**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 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:

Signatures Continued

Attest:

Secretary

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

By:

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

**END OF SECTION 00 610 – PERFORMANCE BOND REQUIREMENTS**

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**SECTION 00620**

**PAYMENT BOND REQUIREMENTS**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give 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 at least the total 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.

(Remainder of the Page intentionally left blank.)

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## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that [insert name of contractor] (hereinafter called the “Principal”) and [insert name of surety] (hereinafter called the “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 [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for construction-type services of a project known as [insert 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.

12/1/2004

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 Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

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

By:

Attest:

Secretary

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

By:

Attest:

Secretary

Signatures Continued

(Address of Surety's Home Office)

(Resident Agent of Surety)

**END OF SECTION 00 620 – PAYMENT BOND REQUIREMENTS**

STATE OF GEORGIA

COUNTY OF FULTON

**SECTION 00 700**

**GENERAL CONDITIONS**

**FOR FULTON COUNTY: BELL ROAD REUSE WATER MAIN EXTENSION PHASE I**

**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 County'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 County 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 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.

**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 County.

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.

Change Order - 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 - The Construction Manager is the person or entity identified as such in writing by the County. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative. The Construction Manager is the County's agent for purposes of administering this contract.

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

County - Fulton County, Georgia, a political subdivision of the State of Georgia, acting by and through the Chairman of its Board of Commissioners; County.

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

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

Construction Manager – Shall be the Director of Public Works or his duly authorized representative.

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.

Program Manager - The Program Manager is the person or entity identified in writing by the County. The term “Program Manager” means the Program Manager or the Program Manager’s authorized representative.

The County has contracted with the Program Manager to provide program planning that establishes direction and performance goals for the implementation of numerous projects contained in the County’s Capital Improvements Program.

OCIP – “County-Controlled Insurance Program” is an insurance delivery method that assures the Contractor, and its subcontractors of all tiers, and other persons or interests as the County may designate in connection with the performance of the work are insured for certain prescribed Statutory Workers’ Compensation, Employers Liability and Commercial General Liability, and such other coverages as the County may in writing specifically add or delete for the Project. The OCIP and contractor’s insurance requirements are set out in Exhibit C – *Insurance*, attached hereto.

Project Manual - The Contract Documents.

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 - 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.

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#### 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, hereto, and the Fulton County Safety Management Program, as set out in the Contractor Safety and Health Management Process, attached hereto as Exhibit "B", and the County Controlled Insurance Program and contractor's insurance requirements, as set out in Exhibit "C" hereto. 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.

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### 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 County with documentation to assist the County 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 County.

Acceptance of the project as complete and final payment will not be made by the County 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, back charge, 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 D, 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 material men. 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 Construction Manager 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 of the acts or omissions of the Contractor, its Construction Managers, 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 County 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. COUNTY-CONTRACTOR SAFETY, HEALTH AND LOSS PREVENTION PROGRAM

1. The Contractor shall be responsible for designing and implementing a comprehensive project-specific safety, health and loss prevention process and/or program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program that meets these requirements or follow the Contractor's safety, health and loss prevention process and/or employee substance abuse program.
2. Safety, health and loss prevention process and/or employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), comply and other specific Fulton County or County Controlled Insurance Program (OCIP) requirements, and with any other safety, health and loss prevention requirements detailed in the contract documents including the requirements of the Contractor Safety and Health Management Process which is attached hereto and incorporated herein.
3. Within ten (10) business days of receipt of the Notice of Award (NOA), the Contractor shall submit in writing to the County's designated Representative, the Contractor's written Safety, Health and Loss Prevention Process and/or Program and Employee Substance Abuse Program and those of Sub-Contractors that meet or exceed the requirements referenced in the contract documents. Included in this submittal will be the name and qualifications of the site safety representative.

Prior to issuing the Notice to Proceed (NTP), a meeting will be held with the Contractor and all Sub-Contractors to review the safety, health and loss prevention process and/or program requirements, submittals to be provided by the Contractor, OCIP requirements and procedures, and the OCIP accident prevention process.

These program submittals must be reviewed and accepted by the County's designated Representative as meeting or exceeding safety, health, and loss prevention process and/or program requirements. A Notice To Proceed (NTP) with the work may not be issued until these submittals have been accepted.

##### B. DESIGNATION OF SAFETY REPRESENTATIVE

1. The Contractor will designate an employee by (name, phone number, pager number) as Site Safety Representative. This employee will have sufficient training and knowledge of safety and health principles, regulations, and procedures to report to the Contractor's Project Manager and/or Superintendent.

Sub-Contractors must also designate a similar employee responsible for safety and health. The Sub-Contractor's safety designee will coordinate safety activities with the general contractor's safety designee.

For projects with significant risk or hazard potential or for any project for which the Contractor and its Sub-Contractors of any tier have 50 total employees or greater on site, Contractor must designate a qualified employee to be the full time Site Safety Representative. This person should address safety, health and loss prevention activities for the complete project including Sub-Contractors.

C. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

1. 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.

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

1. 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:
  - a. 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.
  - b. 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.

E. 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.

#### F. 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, and the Contractor shall promptly comply with the Safety Program or Substance Abuse Program and all such orders.

#### G. 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, employees and the County's O.C.I.P. Administrator 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.

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## H. 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 or fail to follow the safety requirements defined in the contract documents and approvals, 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 or fail to follow the safety requirements defined in the contract documents and approvals 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.

## I. 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. The County, its agents, and the County's O.C.I.P. Administrator shall not assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Agreement, by virtue of providing the Safety Program Guidelines.
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.

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### 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.

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### 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 material men, 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.

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00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the County as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the County 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.

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### 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

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#### 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 the preceding 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 General Condition 56, 57, and 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.

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### 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 County 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

- A. The work of this contract shall be planned, scheduled, executed, and reported using the critical path method (CPM) as established in Section 01320 of these Contract Documents.
- B. With ten (10) calendar days after the Notice to Proceed, the Contractor shall submit a Detailed Construction Schedule according to the requirements established herein. (Section 01 310)

#### 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 30 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. Section 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, material man, 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, material men, 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 material men, 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 General Condition 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 Section 13-6-13 of the Official Code of Georgia 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 other 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 in General Condition 2. 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.

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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

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.

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 Construction Manager 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.

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.

No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

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

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 Paragraph 10.7 of this Agreement, 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 General Conditions 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 Clause 00700-87, Change Orders.

#### 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 County 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

- A. 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.
- B. 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.
- C. The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.
- D. 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**

**Not Used**

**EXHIBIT B**  
**CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS**

**SAFETY POLICY STATEMENT**

It is the policy of Fulton County to establish a comprehensive accident and loss prevention process for all Capital Projects implemented by Fulton County or its agents.

The goals of this comprehensive accident and loss prevention process are as follows:

- To prevent personal injury, property damage, and injury to the public.
- To implement safety and loss prevention processes as critical elements in the complete design and build process.
- To establish a proactive safety and health process that complies with all laws, regulations, consensus standards, and good management practices.
- To have the contractors partner with Fulton County in the implementation of a Safety and Loss Prevention Process to minimize loss potential and to minimize risk.

Fulton County requires safety, health and loss prevention requirements and expectations to be included in project design, in the invitation to bid, in bid award and project meetings, and in the post job evaluations. The contractor will be required to formalize the safety, health and loss prevention requirements, implement these requirements, and develop a management system to ensure compliance following the safety and health process outlined in this document and the bid documents.

The Contractor and other entities placed under contract with Fulton County will be obligated to adhere to this Policy. The safety and health of the Contractor's employees, sub-contractors, and the public are the sole responsibility of the prime contractor. The County may use and direct the Construction Manager to implement and enforce this policy. Failure of the Contractor to comply with this policy or any Safety related obligations may be grounds for contract termination.

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## **Contractor Safety and Health Management Process**

### 1.0 POLICY

Fulton County has developed a safety, health and loss prevention management system to identify, control and mitigate injuries, illnesses, and loss potential. The general contractor is responsible for implementing this process for each project and for all sub-contractors utilized on the project.

### 2.0 REFERENCES

- 1.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 1.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 1.3 Fulton County Safety and Health and Requirements
- 1.4 Georgia Department of Transportation Regulations and Requirements
- 1.5 US Department of Transportation Requirements
- 1.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 1.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

### 3.0 RESPONSIBILITY

The general contractor has the ultimate responsibility for the safety and health of all subcontractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local).

Nothing contained herein shall relieve the contractor or any sub-contractor of such responsibility or liability.

### 4.0 PROCEDURE

- 4.1 The general contractor and each sub-contractor must implement a written safety, health and loss prevention process and program following the guidelines contained in this document and in the any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its representatives before work can begin.
- 4.2 The general contractor and each sub-contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its representatives before work can begin.
- 4.3 The general contractor must designate a person responsible for site safety. Each sub-contractor should designate a person responsible for site safety.
- 4.4 The general contractor is responsible for reporting all accidents and incidents that occur on the project to the project manager within one (1) business day. The general contractor must report all serious accidents, fatalities, property loss in excess of \$5,000, and incidents involving the general public to the project manager immediately and coordinate the investigation with the project manager and safety staffs and insurance carrier.
- 4.5 Each contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, subcontractors, and the general public.

## 5.0 DRUG AND ALCOHOL POLICY

The contractor and each sub-contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

1. Written policy that includes as a minimum use, transportation, sale and possession of these materials.
2. Disciplinary action plan for violations
3. Any treatment or reinstatement/reemployment options
4. Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

Note: AGC, ABC and/or Fulton County programs may be used as guidance documents.

## 6.0 OTHER CONTROLLED ITEMS

The contractor and each subcontractor will be required to include a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items

1. Firearms, weapons, and ammunition.
2. Switchblades
3. Unauthorized explosives including fireworks
4. Stolen property or contraband

## 7.0 EMERGENCY PROCEDURES/GUIDELINES

- 7.1 The Contractor will be required to establish site specific emergency procedures to manage emergencies that may occur at any time in the following categories:

1. Fire
2. Employee injury
3. Pedestrian injury due to work activity of any kind
4. Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
5. Public demonstrations
6. Bomb threats
7. Flood, Wind, Lightening, Hail

- 7.2 These Emergency Procedures will be made part of the Contractor's Safety Program submittal and should include but not be limited to the following elements:

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities
3. A system to train supervisors and employees on this emergency plan

4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
5. Procedures for media releases. These releases must be coordinated through the Fulton County in coordination with the Construction Manager.
6. A plan that addresses serious incidents that includes notification of the Fulton County and the Construction Manager as soon as possible after the incident.
7. A review and updating frequency that includes forwarding a copy to Fulton County and the Construction Manager.

## 8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

- 8.1 The general contractor/Contractor is responsible for reporting all accidents and incidents within one (1) business day and investigating all accidents, incidents, near misses that occur on the project site. The general contractor/Contractor must coordinate the investigation of all lost time or restricted work accidents, fatalities, property loss in excess of \$5,000, and all incidents involving the general public with the Construction Manager and safety staff and insurance carrier.
- 8.2 The general contractor/Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review by the County or its agents.
- 8.3 For any major incidents such as fires, explosions, fatalities, etc., the contractor must notify Construction Manager or its designee immediately and must coordinate any releases to the news media through the County's Construction Manager and the County's Information and Public Affairs Office.
- 8.4 A written accident investigation report containing the following information as a minimum must be forwarded to Construction Manager within 48 hours.
  1. Company Name
  2. Location
  3. Date and Time of incident
  4. Description of incident
  5. Names of all parties involved and all witnesses
  6. Corrective action(s) taken to prevent recurrence
  7. If the incident involves injury or illness, the following information must be provided:
    - a) A medical description of the injury or illness
    - b) OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.
    - c) If the public is involved, information about treatment and treatment location.
  8. Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 48 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

## 9.0 JOB SAFETY ANALYSIS

- 9.1 The general contractor and each sub-contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task.
- 9.2 The job safety analysis should follow National Safety Council, AGC, or other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.
- 9.3 A job site file must maintained for all job safety analysis forms.

## 10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

### 10.1 Contractor Self Auditing Requirements

- 10.1.1 The General Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by the Fulton County and the Construction Manager have been included at the end of this section. The contractor may use this checklist or an equivalent approved by the Construction Manager.
- 10.1.2 Each written safety audit must be filed on the site and a copy forward to the Construction Manager. This audit will be routed to safety and the insurance carrier for review and comment and then filed in the project files.

### 10.2 NOT USED

### 10.3 INSPECTIONS BY REGULATORY AGENCIES

- 10.3.1 The General Contractor may notify the Construction Manager whenever an OSHA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division representative arrives at the project site to conduct an inspection.
- 10.3.2 The General Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to the Construction Manager. Copies may be forwarded to the insurance carrier.
- 10.3.3 These records will be reviewed with the Construction Manager and included in the project files.

### 10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

- 10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Construction Manager and/or insurance company's loss control staff. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.
- 10.4.2 After this review, the Construction Manager and/or insurance company's loss control staff may discuss the findings with the Construction Manager and may identify areas needing improvement.
- 10.4.3 The Construction Manager may forward a copy of the audit and any areas identified as needing improvement to the contractor's senior management.
- 10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall contractor's performance may be reviewed in a meeting with the Construction Manager, insurance company's loss control staff, and/or Fulton County representatives as appropriate. A written action plan to address the contractor's performance issues may be developed.
- 10.4.5 The Construction Manager may meet the contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.
- 10.4.6 The number and frequency of safety audits and site visits by the Construction Manager's representatives, the insurance carrier, and Fulton County may be increased until improvements are noted.

## 11.0 SAFETY MEETINGS

- 11.1 The General Contractor will conduct weekly safety meetings with all contractor and sub-contractor employees on the site.
- 11.2 The General Contractor will keep safety meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings from the previous week will be discussed.
- 11.3 The General Contractor will maintain a job site file that contains copies of the safety meeting records.

## 12.0 TRAINING, INSPECTION AND CERTIFICATION

### 12.1 Employee Training

- 12.1.1 The General Contractor must be able to document the required training for all contractor and subcontractor employees and competent persons working on the site including any required craft training.
- 12.1.2 The General Contractor must be able to document that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
- 12.1.3 The General Contractor must be able to document that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.

### 12.2 Equipment Certification and Inspection

- 12.2.1 The General Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.
- 12.2.2 The General Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.
- 12.2.3 The General Contractor must maintain a job site file for these required inspections and certifications.
- 12.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.

### 13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

Note: Based on the contractors work activities and scope of work, some program elements may be not applicable to the contractors work and therefore do not have to be implemented. Core elements are marked with an asterisk(\*).

#### 13.1 Return to Work Policy\*

The contractor and each sub contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

#### 13.2 Fire Prevention Program\*

The contractor and each subcontractor will be required to submit a temporary fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal. It must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

#### 13.3 Hazard Communication (HAZCOM)\*

The contractor and each Subcontractors shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

- Understand the program and identify hazardous chemicals with which they work.
- Understand product warning labels.
- Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
- Know the physical location of the Material Safety Data Sheets (MSDS).

#### 13.4 Personal Protective Equipment(PPE)\*

All contractor and subcontractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner. PPE required will vary from job to job and must be based on a written hazard assessment. A list of general PPE that may need to be provided is identified below:

- Hard Hats shall be worn at all times on all projects
- Hearing Protection for operations that create noise in excess of 85 dBA is required.
- Eye Protection is required on operations that may produce flying debris, handling chemicals or welding and burning
- Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
- Shirts with sleeves are required. Tank tops and mesh shirt are not allowed.
- Full Body Safety Harnesses with shock absorbing lanyards for fall protection are required.
- Full body and chemical splash protection is required when handling hazardous chemicals.
- Respirators are required when employees maybe exposed to dust and/or chemicals in excess of the recognized standards

### 13.5 Confined Space Entry

If the contractor's work involves confined spaces, a confined space entry program that meets OSHA requirements must be established. This program must include but is not limited to the following elements.

- Confined Space Identification
- Environmental Testing
- Rescue
- Communication with employees in the confined space
- Employee Training
- Permit System for entry

### 13.6 Excavations

If the Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the contractor must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to

- Employee Training
- Daily inspections
- Soil testing
- Protective or support systems.

### 13.7 Electrical Tools, Equipment, and Systems\*

- The Contractor and each subcontractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA.
- All electrical tools and extension cords must be in good repair and the contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

### 13.8 Lockout/Tagout Procedure

The contractor and each subcontractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation. Program elements include but are not limited to the following:

- Energy isolation lists for each piece of equipment
- Employee training
- Individually keyed locks and danger tags
- Written Procedure that assigns responsibilities

### 13.9 Fall Protection\*

The Contractor and each subcontractor must implement a written Fall Protection Plan that meets or exceeds OSHA 1926. The project goal is 100% fall protection. The plan must address the following items:

- Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- Falls should be limited to less than 6 feet.
- A Fall protection plan required for work above 6 feet not protected by standard guardrail systems.
- Fall protection systems must be planned into the job and must be design to handle loads and forces expected. The project goal is 100% fall protection.
- Employee training and enforcement of these requirements are mandatory to assure an effective program.

### 13.10 Scaffolding\*

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926.451 and ANSI A10.8. Some program elements include but are not limited to

- User training for all employees who may use scaffolds
- Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding.
- Daily inspection by competent person. Should implement tag system to document inspection.

- Must have Construction Managering approval for scaffolds above 100 feet in height.
- Must be able to document competent person credentials.
- Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

#### 13.11 Cranes And Other Lifting Devices

- Cranes shall be operated in accordance with the applicable OSHA and ANSI/ASME standards by trained and experience operators.
- The contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by OSHA and ANSI/ASME standards have been conducted.
- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stops the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Construction Manager.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

#### 13.12 Use Of Personnel Baskets

- Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

#### 13.13 Personal Lifts With Articulating Booms (Jlg) And Scissors Lifts

- Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
- Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators in a scissors lift must be use fall protection anytime the guardrail system removed or altered.

#### 13.14 Ladders\*

- Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- Ladders must be in good repair, have safety feet and be inspected.
- Extension ladders must be either held by an employee on the ground or tied off at the top.
- Home-made ladders not meeting OSHA requirements should not be used.
- Non-conducting ladders are required for electrical work.

- Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

#### 13.15 Contractors Tools And Equipment\*

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA,EPA,DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

#### 13.16 Compressed Gas Cylinders\*

- Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- Fuel and oxygen cylinders must be store separately or separated by a ½ hour rated fire wall.
- Compressed gas cylinders are not allowed inside confined spaces.

#### 13.17 Welding, Burning, And Cutting\*

- The Contractor's program must meet or exceed OSHA and NFPA requirements.
- All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.
- At a minimum a 10 lb ABC rated fire extinguisher must be available in the immediate work area.
- Regulators must be in good working order and must have anti-flash back and check valves.
- Welding shields and burning goggles must be used.

#### 13.18 Sanitation And Housekeeping\*

- The project site shall have an adequate number of portable toilets and hand washing facilities.
- The project site must establish a housekeeping plan that includes daily site clean up and trash and debris removal.

#### 13.19 Hearing Conservation\*

The contractor and each subcontractor who has employees exposed to noise levels exceeding 85 **dB**A must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

#### 13.20 Respiratory Protection

The contractor and each subcontractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection,

medical surveillance, employee training, respirator fit testing, and written operating procedures.

#### 14.0 SPECIALIZED SAFETY PROGRAM ELEMENTS

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the contractor's Safety Program submittal. The contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and county requirements applicable. Details for specific program elements may be included in the contract documents.

- 14.1 Asbestos Removal
- 14.2 Lead Based Paint Removal
- 14.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
- 14.4 Hazardous Waste Operations and Training
- 14.5 Overhead Power Lines
- 14.6 Locating underground utilities
- 14.7 Dust Control
- 14.8 Guarding for floor holes and roof openings
- 14.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 14.10 Environmental Requirements

#### 15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS

The contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

- 15.1 Barricades and Cones
- 15.2 Traffic and Warning Signs
- 15.3 Traffic control devices
- 15.4 Equipment and materials storage
- 15.5 Reflective Clothing and other personal protective equipment
- 15.6 Excavation and road hole protection
- 15.7 Erosion protection

#### 16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

Based on the contractor's scope of work and specific work activities or location the contractor may be required to implement the following into its safety program to protect the general public:

- 16.1 Fencing and other measures for site security
- 16.2 Warning, direction and no trespassing signs
- 16.3 Alternate public walk ways
- 16.4 Protection of the public from over head and other construction hazards
- 16.5 Site Traffic Control
- 16.6 Barricading off hazardous areas and open pits and holes

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## 17.0 PROJECT CLOSURE AND EVALUATION

- 17.1 After the project has been complete and accepted by the Construction Manager and Fulton County, the Construction Manager will complete the contractor evaluation form attached. This form will be reviewed with the contractor and then one copy forwarded to the county and another filed in the project files
- 17.2 For contractor evaluations that are 4 or less in any one category, a formal meeting with the county representative and the contractor should be held. Based on the results of this meeting and the corrective actions necessary, the county will determine if the contractor will be awarded any additional work.

## 18.0 REPORTING AND RECORD KEEPING

### 18.1 Reporting

- 18.1.1 All audit and inspection reports and safety observations will be inputted into a safety and loss prevention information database.
- 18.1.2 Periodic safety and loss prevention reports reviewing and analyzing accidents and incidents, reviewing safety audits and findings, and analyzing and reporting risk potential will be developed and distributed.

### 18.2 Record Keeping

- 18.2.1 All audit reports, inspections, and safety observations will be included in the permanent project files by project number and title and by contractor.
- 18.2.2 Any regulatory citations, notice of violation, or other non-compliance issued by a federal, state, county or city regulatory agency will be included in the permanent project files by project number and title and by contractor.
- 18.2.3 Project records and files will be maintained for at least 20 years.

Appendix A **Safety Audit Checklist for Water and Sewer Projects**

**FULTON COUNTY PROJECT MANAGEMENT**

**WATER & SEWER SAFETY INSPECTION CHECKLIST**

Name of Contractor(s):		Date(s):	
Names of subcontractors:		Location	
Project Name		Project #	
Contact Person:	Project Manager:	Project Safety/Inspector	

Instructions:  
 This list is intended to be used only as a reminder. EHS issues and conditions both on this checklist and not on this checklist should also be corrected or eliminated as soon as possible.  
 RATINGS: Yes-# of Safe Observations No-# of Unsafe Observations  
 N/A-Not Applicable X-Not Evaluated

<u>Subject</u>	<u>Description</u>	<u># of Obser.</u>	<u>Yes</u>	<u>No</u>	<u>Contractor or Sub</u>
	2.1 Occupied trenches 5 ft. or deeper are protected from collapse by sloping, shoring or trench shields or boxes.				
	2.2 If sloping used, angle of repose conforms with soil classification designated by competent person or PE. (Type A=3/4:1 Type B=1:1 Type C=11/2:1)				
<b>Excavations</b>	2.3 Excavations 20 ft or deeper designed/Construction Managed by PE.				
	2.4 Spoil material/over burden stored away from edge of trench at least 2 ft.				
	2.5 Maximum travel distance to access ladder or ramp is 25 ft.				
	2.6 Access ladder extends at least 3 ft above top or bank, trench shield, etc.				
	2.7 Workers face ladder and use both hands for climbing				
	2.8 Competent person on site during work in occupied trenches.				
	2.9 Excavations protected with covers, barricades, guardrails, safety tape from pedestrians or traffic exposure. Contractor can describe procedures to protect over night.				
<b>Road and Streets</b>	9.1 Signs posted warning of workers and flaggers ahead.				
	9.2 Materials and equipment storage protected, out of traffic area				
<u>Subject</u>	<u>Description</u>	<u># of Obser.</u>	<u>Yes</u>	<u>No</u>	<u>Contractor or Sub</u>
<b>Roads and Streets</b>	9.3 Excavations and/or road holes barricaded or covered				
	9.4 Work area is defined by cones, barricades, or barrels.				

<i>(continued)</i>	9.5 Trained flaggers are on site and have documentation of certification.				
	9.6 Reflective traffic vests and hard hats are worn by all employees on the site.				
	9.7 Boom trucks/equipment are barricaded with cones, signs, etc. to protect from traffic.				
	10.1 Site fenced or entrance secured and locked or barricaded				
<b>Public and</b>	10.2 Warning signs in place. No trespassing, construction site, etc.				
<b>Property</b>	10.3 Pedestrian walkways and walking paths identified and marked.				
<b>Protection</b>	10.4 Public protected from falling objects from site				
	10.5 Signs, barricades, etc. in place to direct traffic around site				
	10.6 No unauthorized visitors allowed on the site. (Children are not allowed on site)				
	11.1 Operators wearing seat belts on equipment provided with ROPS				
<b>Heavy</b>	11.2 Underground utilities have been located.				
<b>Equipment</b>	11.3 No equipment operating within 10 ft of overhead power lines.				
<b>Earth</b>	11.4 Back up alarms operational				
<b>Moving</b>	11.5 Operators use <i>three point stance</i> when mounting and dismounting equipment				
	11.6 Hydraulic powered attachments are in zero energy state when equipment is parked				
<b>Cranes</b>	6.1 Over head power lines identified and protected or guarded				
<b>and</b>	6.2 Swing radius guarded/marked/barricaded (Protection from being hit/struck)				
<b>Equipment</b>	6.3 Records of annual certification and daily inspection available on site.				
	6.4 Load charts and hand signals posted on crane				
	6.5 Tag lines used for loads.				
	6.6 Outriggers used on equipment when available.				

<u>Subject</u>	<u>Description</u>	<u># of</u> <u>Obser.</u>	<u>Yes</u>	<u>No</u>	<u>Contractor</u> <u>or Sub</u>
<b>Confined</b>	13.1 Written permit system used for confined space entry.				
<b>Space</b>	13.2 Designated confined space competent person on site during work.				

<b>Entry</b>	13.3 Operative air monitor (gas testing meter) available on site with current calibration date (Typically calibrated within the last 30 days.)				
	13.4 Workers in confined spaces are wearing safety harness when required.				
	13.5 Attendant present at entrance at all times space is occupied.				
	13.6 Attendant maintains constant line of sight or voice communication with workers in the confined space.				
	13.7 Written confined space rescue plan for the site and operations is available and implemented. Employees are trained!				
	13.8 Necessary rescue equipment identified as needed for exposures is available at the entrance to the confined space. (SCBA, tripod and rope, etc.)				
	13.9 Copies of completed permits and air monitoring data are available on site.				
	15.1 Materials are stored on dunnage to allow slings to be placed around them for lifting, or for hand placement if manual lifting will be required?				
<b>Manual</b>	15.2 Materials are laid out with aisles so that workers do not have to reach more than 12" to grasp objects to be lifted?				
<b>Material</b>	15.3 Workers bring objects into contact with their bodies before lifting?				
<b>Handling</b>	15.4 Workers square up when lifting and lowering loads?				
	15.5 Workers move their feet to change the direction of a load instead of twisting their trunk?				
	15.6 Workers get help when handling objects which weigh more than 51 pounds or is greater than 36" in width or length?				
	15.7 Workers can answer the question: What manual handling safety topic was covered in a safety meeting within the last 31 days?				
<b>General</b>	8.1 Guards in place on power tools. Power cords in good shape	<p><i>Please check these general safety items during your site activities. Note any problems in comments below.</i></p>			
<b>Safety</b>	8.2 Proper PPE for job. Hard hats, safety glasses, face shields, work boots and proper clothing worn. Any other PPE needed? Ear plugs?				
<b>Items</b>	8.3 Compressed gas cylinders capped and secured				
	8.4 Flammable liquids stored properly; No smoking signs posted				
	8.5 Welding and burning areas free of fire hazards, fire watch, fire extinguisher				
	8.6 GFCIs used on all electrical tools and equipment.				
<b>Comments</b>					



Appendix D Job Safety Analysis Worksheet Example and Information

**Job Safety Analysis/ Job Pre-Planning Worksheet**

<b>Job Name and #:</b>		<b>Completed By:</b>	
<b>Date:</b>		<b>Phase/Operation:</b>	
<b>Task</b>	<b>Hazard</b>	<b>Control</b>	

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**PRE-OPERATIONAL PLANNING****FACT FINDING GUIDE - GL****I. Evaluate present conditions at job site to determine items that could lead to liability claims during work and after completion of the project.****A. PRESENT OCCUPANCY OR USE OF THE SITE**

- Demolition to be done?
- Structures will remain (condition)?

**B. HISTORY OF THE SITE**

- For what was the site used before?
- Underground tanks?
- Underground utilities?

**C. GEOLOGY OF THE SITE**

- Rock to be blasted?
- Water to be removed/diverted?
- Fill needed? (where and how obtained?)
- Excavation needed? (where and how disposed of?)

**II. Evaluate controls needed in reference to site security and public protection.****A. FENCING NEEDED?****B. ACCESS/GATES**

- Can traffic be routed past office or checkpoint?
- "Non-Vendor" visitors escorted?
- Gate lockable after hours?
- "Hard Hat" signs at entrance?
- Dirt removal/tarping area at exit?
- Readymix chute wash area?

**C. PEDESTRIANS**

- Sidewalk maintained outside fence?
- Covered sidewalk needed?
- Special access requirements for neighboring occupants?
- Special after-hours considerations?

**D. ENVIRONMENTAL**

- Dust control?
- Silt control?

- Mud control on streets?
- Vibration control?

**E. UTILITIES**

- Underground utilities located?
- Overhead power lines in work area relocated, removed, or deenergized?
- Temporary power service away from high traffic areas?

**F. SUBCONTRACTORS**

- Method to secure proof of adequate insurance coverage in place?
- List of hazardous materials obtained?
- List of hazardous materials provided?
- Responsibilities established
  - Job site safety meetings
  - Materials delivery
  - Debris removal
  - Access to site
  - Weekly subcontractors' meetings
  - Schedule of safety inspections
  - Emergency Procedures

**G. MATERIALS HANDLING**

- Crane selection criteria established
  - Maximum weight to be handled
  - Maximum lifting height
  - Maximum horizontal reach needed
  - Amount of travel needed
  - Swing radius available
  - Set-up area available
  - Ground bearing capacity
  - Approximate frequency of lifts
- Crane operations responsibilities established
  - Triangle or leasing company crane to be used?
  - Operator trained and experienced on specific machine?
  - Operator can accurately read and interpret machine load chart?
  - Critical lift identified (75% of net capacity)?
  - Machine fully inspected by a qualified outside agency?
  - Rigging hardware properly selected?
  - Inspecting and maintaining the crane per County/manufacturer specifications?

**III. Start Up.**

**A. ELECTRICAL**

- Temporary Power

- Underground service possible?
- Maintenance responsibilities established?
- Main circuit panel barricaded?
- Lighting planned?
  
- Circuit Protection
  - Ground fault circuit interrupt protection?
  - Assured grounding conductor program?
  - Responsibilities established?

**B. FIRE PROTECTION**

- ABC extinguishers adequately distributed?
- Properly sized?
- Maintenance of fire extinguishers?
- Stand pipe/hydrant available? Adequate?
- Housekeeping checks/inspections?

**C. FALL PROTECTION**

- Critical Job Phases Identified?
  - Critical exposures identified by phase? (e.g. "Worker falls into basement excavation")
  - Scheduled start dates for critical phases?
  
- General Fall Protection Procedures
  - Perimeters
  - Floor openings
  - Working deck
  - Work area access
  - Ladders
  - Elevator hatchways

**D. PERSONAL PROTECTIVE EQUIPMENT**

- General
  - Hard hats
  - Work shoes
  
- Specific by Task

**E. HAZARD COMMUNICATION PROGRAM ESTABLISHED AND EMPLOYEES TRAINED**

**F. CONFINED SPACE ENTRY**

- Procedures established and task(s) identified requiring use of procedures?

**G. TRENCHING**

- Procedures established and task(s) requiring procedures identified?

**H. PHASE PRE-PLANNING**

- Job schedules established?
- Agreed upon target dates for meeting?
- Follow up system

Appendix E Contractor Evaluation Form

Fulton County Project Management  
**Contractor Performance Evaluation**

**Note: Please complete an evaluation form for each sub-contractor as well as the General Contractor.**

Contractor:				Project Title:								
Project No.:				Location:								
Date Project Completed:		Evaluated by:		Date of Evaluation:								
Project Description:												
Type of Contract (circle one)	MAINTENANCE	ROADS	CONSTRUCTION	SPECIAL REPAIRS	OTHER							
Type of Work (Check all that apply)	Civil <input type="checkbox"/>	Electrical <input type="checkbox"/>	Mechanical <input type="checkbox"/>	Equipment <input type="checkbox"/>	Piping <input type="checkbox"/>							
	Roads <input type="checkbox"/>	Other <input type="checkbox"/>										
Rate	Applicable	Categories	POOR	Check One Box						EXCELLENT		
			1	2	3	4	5	6	7	8	9	10
<b><u>SAFETY</u></b>												
1.	Injury/Illness Performance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
.	Safety and Health Programs		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Adhere to Site Safety/Health Rules		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Housekeeping		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>OPERATIONS</u></b>												
5.	Equipment		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Key Field Personnel		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Execution of Work		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Quality of Craft Labor		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Project Manager		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Cost Within Expectations		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Schedule		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Rate	Applicable	Categories	Check One Box											
			POOR 1	2	3	4	5	6	7	8	9	EXCELLENT 10		
<b><i>OPERATIONS</i></b>														
12. Labor Relations			<input type="checkbox"/>											
13. Service			<input type="checkbox"/>											
14. Overall General Performance			<input type="checkbox"/>											
Do you recommend contractor for further work? (Check One Box)			Yes		<input type="checkbox"/>		No		<input type="checkbox"/>					
Comments:														

**Note:** Ratings of 4 or less in any category require a formal meeting with the contractor(s) and Project Management. Meeting minutes and recommendations must be documented.

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**Contractor Evaluation Definitions**

1. INJURY/ILLNESS PERFORMANCE:
    - Number of incidents observed and reported
    - OSHA 200 Log Summary verification at completion of job
    - Contractor's participation in accident investigations
    - Contractor's pre-qualification status
  2. SAFETY AND HEALTH PROGRAMS:
    - On site safety officer
    - Written safety program
    - Substance abuse program/testing in place
    - Safety training for supervision
    - Weekly toolbox meetings
  3. ADHERE TO SITE SAFETY/HEALTH RULES:
    - Compliance to plant safety and health rules
    - Adherence to contract provisions for new-hire orientation
    - Compliance with site permits
    - Compliance with industrial hygiene requirements
    - Response to safety requests
    - MSDS Requirements
    - Compliance with safety and health requirements
  4. HOUSEKEEPING:
    - Monthly housekeeping inspection results
    - Overall site housekeeping practices
    - Response to housekeeping requests
  5. EQUIPMENT:
    - Condition of contractor tools and equipment by site and OSHA Standards
    - Contractor's knowledge and proper use of equipment
    - Availability of tools and equipment furnished
  6. KEY FIELD PERSONNEL:
    - Quality of first and second line supervision
    - Competence of main office staff and management
  7. EXECUTION OF WORK:
    - Contractor's planning of work
    - Contractor's cooperation in handling change orders
    - Contractor's efforts to eliminate non-productive time
    - Relationship with other site contractors
  8. QUALITY OF CRAFT LABOR:
    - Contractor's field personnel
    - Workmanship
    - Contractor's ability to obtain qualified personnel
  9. PROJECT MANAGEMENT:
    - Contractor's efforts to use efficient crew size
    - Control of subcontractors
    - Use of National Maintenance Agreement
  10. COST WITHIN EXPECTATIONS:
    - Contractor's cost program
    - Contractor's reasonableness in extra charges
  11. SCHEDULE:
    - Contractor's scheduling techniques
    - Contractor's adherence to schedule requirements
  12. LABOR RELATIONS:
    - Contractor's ability to anticipate problems
    - Contractor's relationship with building trades
    - Contractor's efforts in exercising management rights
  13. SERVICE:
    - Advises of potential problems
    - Reliability in dealings
    - Efficiency in handling paperwork
    - Readiness to accept responsibility
    - Response to site requests for action by field supervision, at home office management
  14. OVERALL GENERAL PERFORMANCE:
    - Were there liens filed against the contractor
    - Did contractor complete the work
    - Did contractor start and complete work when we wanted
- END OF SECTION NO. 00700 – EXHIBIT B

**EXHIBIT C**

**COUNTY CONTROLLED INSURANCE PROGRAM (OCIP)  
CONTRACTOR'S INSURANCE REQUIREMENTS**

12/1/2004

## INSURANCE

### 1.0 COUNTY-CONTROLLED INSURANCE PROGRAM

#### 1.1 INTRODUCTION

Fulton County has implemented an County-Controlled Insurance Program ("O.C.I.P.") that covers this Project. Certain relevant provisions of the County's O.C.I.P. are outlined below. This O.C.I.P. does not affect Fulton County Government's statutory immunity. Under the O.C.I.P., the County shall furnish certain portions of the Workers' Compensation, General Liability, and Builder's Risk insurance associated with the County's construction projects. Insurance furnished under the O.C.I.P. covers the County, the Contractor and its subcontractors of all tiers (with some exceptions, as described below), and other persons or interests as the County may designate in connection with the performance of the Work. The O.C.I.P. provides the County a lower insurance cost, and efficient management of insurance claims. As detailed below, the Contractor still provides certain other portions of insurance coverage not included in the O.C.I.P.

#### 1.2 DEFINITIONS SPECIFIC TO THIS ARTICLE

- 1.2.1 "County-Controlled Insurance Program" (O.C.I.P.) means an insurance delivery method that assures the Contractor, and its subcontractors of all tiers, and other persons or interests as the County may designate in connection with the performance of the work are insured for certain prescribed Statutory Workers' Compensation, Employers Liability and Commercial General Liability, and such other coverages as the County may in writing specifically add or delete for the Project.
- 1.2.2 "O.C.I.P. Administrator" means the administrator retained by the County to implement and administer the O.C.I.P. The O.C.I.P. Administrator designated for this Project is the Sedgwick/Global Joint Venture, 3333 Peachtree Road N.E., Suite 500, Atlanta, Georgia 30326.
- 1.2.3 The term "enrolled" applies to the entities covered under the O.C.I.P. The Contractor is enrolled in the O.C.I.P. The Contractor's subcontractors of all tiers shall be enrolled in the O.C.I.P., provided in general that they are performing construction work at the Project site and that the work being performed is not temporary to the project and is an elemental component of the completed project. The Contractor shall assure that all enrolled subcontractors of all tiers satisfy all safety program obligations, claim management and applicable insurance requirements relative to the O.C.I.P. The Contractor understands that all Contractor obligations set forth in the County's O.C.I.P., whether performed directly by the Contractor or indirectly by its enrolled subcontractors, are the responsibility of the Contractor. Whenever this Agreement establishes obligations for Contractor with respect to the O.C.I.P., it shall also be deemed to establish obligations for enrolled subcontractors. Certain exceptions apply to enrolled entities, as described below.
- 1.2.4 The term "non-enrolled" applies to the entities not covered under the O.C.I.P. In general vendors suppliers fabricators, material dealers, drivers and others who

merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site shall be considered non-enrolled entities for the purpose of insurance coverage under the County's O.C.I.P. This non-enrolled O.C.I.P. contractor status also applies to those contractors whose only work is temporary to the site and are not involved in any project construction that is part of the work on the finished project. The Contractor shall assure that all non-enrolled subcontractors of all tiers satisfy all safety program obligations, claim management and applicable insurance requirements relative to the O.C.I.P.

- 1.2.5 "Agent" means either the Program Manager or Construction Manager, as defined within this Agreement. For purposes of the O.C.I.P., the Construction Manager shall serve as the County's primary contact for communication with the Contractor related to the O.C.I.P.

### 1.3 INSURANCE OBLIGATIONS OF THE COUNTY AND CONTRACTOR

#### 1.3.1 INSURANCE PROVIDED BY THE COUNTY UNDER ITS O.C.I.P.

1.3.1.1 The County shall secure and thereafter maintain, except as otherwise provided herein, the insurance coverage's described in Subparagraphs 1.3.2, 1.3.3 and 1.3.4 below, covering as insured parties the County, the Contractor and its subcontractors of all tiers (except as detailed below), and such other persons or interests as the County may designate in connection with the performance of the Work, and with limits not less than those specified for each coverage ("O.C.I.P. insurance coverage").

1.3.1.2 No insurance coverage provided by the County's O.C.I.P. shall extend to the activities or products of the following:

- (i). Any person and/or organization that fabricates and/or manufactures products, materials, and/or supplies away from the Project site(s).
- (ii). Any non-enrolled architect, Construction Manager or surveyor and their consultants except where required by the Contract Documents.
- (iii). Truckers, materialmen, vendors, suppliers, and operators (as independent contractors), whose operation(s) and/or employee(s) is/are engaged solely in the loading, hauling and/or unloading of material, supplies and/or equipment to or from the Project site(s).
- (iv). Any employee(s) of the Contractor or an enrolled or non-enrolled subcontractor of any tier, including employee(s) of truckers, materialmen, vendors, suppliers, and operators (as independent contractors), which is/are engaged solely in the loading, hauling and/or unloading of material, supplies and/or equipment to or from the Project site(s).
- (v). Any employee(s) of the Contractor or an enrolled subcontractor of any tier that does not work and/or generate payroll at the Project site(s).

- (vi). Any employee(s) of the Contractor or an enrolled subcontractor of any tier, not specifically required to perform Work at the Project site(s), that occasionally visits the Project site(s) to make deliveries, pick up supplies and/or personnel, to perform supervisory and/or progress inspections, or for any other reason.
- (vii). Any other entity specifically to be determined by the County to be excluded.
- (viii). Any leased or temporary laborers.

1.3.1.3 Unless herein otherwise specifically indicated, the policies set forth in Subparagraphs 1.3.2, 1.3.3 and 1.3.4 below shall cover only those operations of the insured parties performed at the Project site or sites incidental to the Work called for in this County-Contractor Agreement.

1.3.1.4 The County assumes no obligation to provide insurance other than that evidenced by the policies referred to in Subparagraphs 1.3.2, 1.3.3 and 1.3.4. Furthermore, any obligation of the County to provide insurance under its O.C.I.P. is expressly limited to the insurance referred to in Subparagraphs 1.3.2, 1.3.3 and 1.3.4. The County, however, reserves the right to furnish insurance coverage of various types and limits, provided that such coverage shall not be less than that specified below (so long as such insurance and limits are reasonably available in the insurance market) and provided that the costs of such insurance shall be borne by the County.

### 1.3.2 WORKERS' COMPENSATION INSURANCE

Workers' Compensation insurance in statutory limits of the Workers' Compensation laws of the State of Georgia, with Coverage B - Employer's Liability, to limits of not less than one million dollars (\$1,000,000) covering operations of the insured parties at the Project site. Coverage under the Broad Form All States extension is also included. This insurance is primary for all occurrences at the Project site.

### 1.3.3 LIABILITY INSURANCE (EXCLUDING MOTOR VEHICLE LIABILITY)

- (a) Liability insurance (excluding Motor Vehicle Liability) under a Commercial General Liability insurance policy and covering the insured parties in connection with the performance of the Work at the Project site, including hazards of operations (explosion, collapse and underground exposures), independent contractors, employees as additional insured's, completed operations (for 5 years after final completion of the Work), contractual liability coverage (for contracts related to the Work), personal injury liability coverage, and excess Employer's Liability coverage for claims arising out of the Work hereunder, for personal injury, bodily injury, and property damage, in policies of insurance such that the total available limits to all insured's combined will not be less than twenty-five million dollars (\$25,000,000) combined single limits for each occurrence and aggregates, as applicable.
- (b) Notwithstanding the actual policy deductible, the Contractor shall be liable for a deductible not to exceed five thousand dollars (\$5,000) each occurrence, to the extent

losses payable are attributable to, involve, or relate to the performance, actions, errors, omissions, or negligence of the Contractor or its subcontractors, uninsured parties, or any other entity or person for whom it may be responsible. The Contractor's deductible shall encompass the costs of defense, including court costs and attorneys' fees. All such deductibles shall be collected as part of the Contract close-out process and final payment.

- (c) The insurance provided under the O.C.I.P. will not extend coverage for products liability to any insured party or uninsured party. However, Products/Completed Operations liability arising from manufacturing or assembly of items manufactured or assembled at the Project site, as required by this Agreement, is covered.

#### 1.3.4 ALL RISK BUILDER'S RISK, INCLUDING TRANSIT

- (a) All Risk Builder's Risk, including transit and installation risks, insuring the interest of the County, the Contractor and its subcontractors, providing coverage on an All Risk basis, including, but not limited to, coverage against flood, fire, lightning, wind damage, hail, explosion, riot or civil commotion, aircraft and other vehicles, and collapse.
- (b) The policies for such insurance will be secured and maintained by the County in a form and amount consistent with such coverage, commonly purchased for construction projects.
- (c) Coverage will include materials, supplies and equipment that are intended for specific installation in the Work while such materials, supplies and equipment are located at the Project site, in transit or while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one of the insured parties.
- (d) Except as otherwise provided in Subparagraph 1.3.4(c), this insurance will not include coverage for tools or clothing of workers, or tools, equipment, protective fencing, scaffolding, temporary structures, coffer damming, pipe stalling or bracing, or forms owned, rented or used by the Contractor, its subcontractors, or uninsured parties and used in the performance of the Work, unless such items are specifically identified in this Agreement and their values declared under the Builder's Risk insurance policy.
- (e) The County, its officers, agents, employees and consultants rendering services at the Project site, and the O.C.I.P. Administrator will not be liable or responsible for loss or damage to the items excluded in Subparagraph 1.3.4(d), and the Contractor shall indemnify and hold harmless the County, its officers, agents, employees, its consultants rendering services at the Project site, the O.C.I.P. Administrator, and other Project contractors and their subcontractors from claims or causes of action brought by any person or parties as a result of loss or damage to such excluded items.
- (f) The Builder's Risk policy will be endorsed waiving the carrier's rights of recovery under subrogation against the County, its officers, agents, employees and consultants rendering services at the Project site, the O.C.I.P. Administrator, and the Contractor and its subcontractors, whose respective interests are insured under such policy.

- (g) Notwithstanding the actual policy deductible, the Contractor shall be liable for a deductible not to exceed five thousand dollars (\$5,000) each occurrence for all perils excluding theft and mysterious disappearance, and twenty-five thousand dollars (\$25,000) each occurrence for theft and mysterious disappearance. All such deductibles shall be collected as part of the Contract close-out process and final payment.

#### 1.3.5 CONTRACTOR RETAINS VARIOUS OBLIGATIONS

Nothing contained herein, or in any document referenced herein, shall relieve, limit or be construed to relieve or limit the Contractor, its subcontractors or uninsured parties of responsibility or obligations otherwise imposed by this Agreement. The O.C.I.P. shall not be construed as limiting, among other things:

(a) The extent to which the Contractor may be held legally responsible for damages to persons or property.

(b) The Contractor's indemnity obligations under this Agreement.

#### 1.3.6 CONTRACTOR RESPONSIBILITY TO REPAIR DEFECTIVE OR DAMAGED WORK

(a) Notwithstanding the provisions of this Agreement, and until final acceptance of the Work by the County, the Contractor shall have full and complete charge and care of the Work or any portion thereof (including the County-furnished supplies, material, equipment or other items to be utilized or incorporated in the Work).

(b) The Contractor shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including the County-furnished supplies, material, equipment or other items to be utilized with, or incorporated in, the Work and which are in the Project site) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense provided, however, the County will make available applicable proceeds from the Builder's Risk policy provided by the County, as specified in Section 1.3.4.

#### 1.3.7 NAMED INSURED

The Named Insured's on the County's O.C.I.P. policies shall include Fulton County; the County's officers, agents, employees, and consultants; the O.C.I.P. Administrator; and Contractors, including their subcontractors of any tier (but excluding suppliers, vendors, materialmen, truckers or haulers) whom Fulton County has contracted with and for whom the County has agreed to furnish coverage under the O.C.I.P.

#### 1.3.8 COUNTY'S RIGHT TO AUDIT

(a) The Contractor hereby warrants to the County the accuracy of the information provided on the O.C.I.P. Insurance Information Form submitted with its bid, and agrees that the County, its officers, agents, insurance carriers and the O.C.I.P. Administrator may audit the records of the Contractor and its

subcontractors to confirm the accuracy of the information provided, including, but not limited to, the accuracy of all estimated payrolls, and to ascertain any effect on insurance resulting from changes in the Work. The audit will be held during the Contractor's normal business hours at the office of the Contractor or at another mutually agreeable location.

(b) The County shall be entitled to credits in O.C.I.P. insurance premiums that may accrue as a result of the audit.

(c) The Contractor shall maintain or cause to be maintained sufficient records as may be necessary to audit its compliance and its subcontractors' compliance with the requirements of the O.C.I.P.

#### 1.3.9 ASSIGNMENT

The Contractor and each of its subcontractors of any tier shall assign to the County all return premiums, premium refunds, dividends and other monies due or to become due in connection with the insurance provided by the County. The Contractor and its subcontractors of any tier shall execute such other further documentation as may be required by the County to effectuate this assignment.

#### 1.3.10 O.C.I.P. CLAIMS

The Contractor, its subcontractors and uninsured parties shall assist the County, its agents, and the O.C.I.P. Administrator and provide the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Work and shall cooperate with the County's insurance carriers in claims and demands that arise out of the Work and that the insurance carriers are called upon to adjust or resist.

#### 1.3.11 LIMITATIONS ON O.C.I.P. COVERAGES

Although the scope of coverage's afforded under this program may provide coverage beyond the scope required by the County-Contractor Agreement in the absence of an O.C.I.P., the County makes no warranty or representation that such broad coverage will remain in effect throughout the duration of the Work. The County further does not warrant or represent that the O.C.I.P. coverage's constitute an insurance portfolio, which adequately addresses all the risk faced by the Contractor or its subcontractor(s). The Contractor and subcontractors of every tier shall satisfy themselves as to the existence, extent and adequacy of the O.C.I.P. coverage's prior to the commencement of the Work. The County shall issue Certificates of Insurance and make available copies of specimen insurance policies at the time of the Notice to Proceed.

#### 1.3.12 ALTERNATIVE INSURANCE

In the event the County, after commencement of the Work, is unable to furnish, or elects not to furnish or to continue to furnish, the insurance coverage herein described, and upon 30 days written notice from the County, the following shall be required:

(a) The Contractor shall secure and maintain all, or as much of the insurance herein described, as the County designates, at the County's expense, and the County will thereafter no longer be obligated to furnish such insurance.

(b) All insurance secured by the contractor or its subcontractors pursuant to this subparagraph shall be in policies subject to the prior written approval of the County as to form, content, limits of liability, cost and issuing company as outlined in the "Base Bid" version of this Article, i.e., as if the O.C.I.P. had not been implemented for the Project.

#### 1.3.13 PROCEDURES AND SERVICES

The Contractor shall fully comply with, and shall require its subcontractors of any tier to fully comply with, all of said plans, procedures and services, including but not limited to, completion of all necessary applications for coverage, prompt and full compliance with all audit requests and claim reporting procedures, and full compliance with the safety, loss prevention and loss control programs implemented by, or at the request of the County.

#### 1.3.14 INSURANCE NECESSARY FOR THE WORK, BUT COVERING OPERATIONS OUTSIDE THE O.C.I.P.

***(a) The Contractor shall, for the duration of this Agreement, provide and maintain insurance and shall require each subcontractor to provide and maintain insurance of the type and in the limits as described in Paragraph 2.0, which is intended to cover employee injury, personal injury, bodily injury and property damage liability for ongoing operations work performed away from the Project site.***

***(b) The insurance described in Subparagraph 2.1.2.B (Motor Vehicle Liability) shall apply to Work performed by both enrolled and non-enrolled entities both at and away from the Project site, and shall be provided and maintained for the duration of this Agreement. Such insurance shall name the parties required to secure same as insured's and shall be in a form and through issuing companies acceptable to the County. Such insurance shall contain a defense of suits provision.***

***(d) The Contractor shall assure that all non-enrolled entities provide and maintain, for the duration of this Agreement, insurance of the type and in the limits as described in Paragraph 2.0, which shall cover those entities for employee injury, personal injury, bodily injury, and property damage liability for any Work performed at the Project site.***

#### 1.3.15 CONTRACTOR O.C.I.P. OBLIGATIONS

(a) The Contractor and each of its subcontractors shall:

(i) Furnish to the Construction Manager all information and documentation that the County may require from time to time, in connection with the issuance of

policies under this Agreement, in such form and substance as the O.C.I.P. Administrator may prescribe.

- (ii) Furnish to the Construction Manager monthly -certified payroll and accident summary reports on forms provided by the O.C.I.P. Administrator, and payroll records, as required.
  - (iii) Segregate their respective reports relating to the Work for which O.C.I.P. coverage is herein provided, from their records relating to other work for which such coverage is not provided.
  - (iv) Promptly comply with the recommendations of the O.C.I.P. insurance carriers, as submitted through the Construction Manager.
- (b) The Contractor shall not violate or knowingly permit to be violated any conditions of the policies of insurance provided by the County under the terms of this Agreement, and shall at all times satisfy the requirements of the issuing insurance companies.
  - (c) The Contractor shall assure that all O.C.I.P. requirements imposed upon and to be performed by the Contractor shall likewise be imposed upon, assumed and performed by each of its subcontractors and uninsured parties with whom it or its subcontractors have a contractual relationship and are performing work under the agreement.
  - (d) The Contractor shall furnish each bidding and negotiating subcontractor, vendor, supplier, material dealer or other person or business entity that may provide goods or services in connection with the Work, a copy of this document describing the insurance requirements for the Contractor, and its subcontractors shall require each to impose the same requirement in their subcontracting and procurement procedures.
  - (e) If the Contractor or any of its subcontractors should fail to comply with the requirements of this document, the County may withhold payments due to the Contractor or suspend the Work until such time as the Contractor and its subcontractors have performed such obligations to the reasonable satisfaction of the County.
  - (f) The Contractor agrees that the Contract Sum includes all costs of complying with the O.C.I.P., as herein described.

#### 1.3.16 NOTICES, COSTS AND LOSSES

- (a) All policies of insurance that either the Contractor, its subcontractors, or the County is required to secure and maintain, shall be endorsed to provide that the insurance company shall notify the County, the Contractor, and each Named Insured at least thirty (30) days prior to the effective date of any cancellation or modification of such policies.
- (b) The Contractor shall furnish to the Construction Manager certificates of insurance for insurance required to be maintained by the Contractor and its subcontractors, as provided herein. Prior to the issuance of the Notice to Proceed, the Contractor shall not be permitted on the Project site.

- (c) The County will pay the cost of the premiums for the insurance described above as being provided by the County, and the County will receive and pay, as the case may be, all adjustments in such costs, whether by way of dividends or otherwise. The Contractor shall execute such instruments of assignment as may be necessary to permit the County's receipt of such adjustments and shall cause all subcontractors covered by such insurance to do the same.
- (d) The Contractor shall be responsible for the payment of the deductible amounts indicated in Subparagraphs 1.3.3 and 1.3.4. If the actual County-provided O.C.I.P. policies have deductible amounts greater than those indicated in Subparagraphs 1.3.3 and 1.3.4, such excess amounts will be paid by the County.
- (e) The Contractor shall be responsible for all losses greater than O.C.I.P. policy limits.
- (f) Payments by the insurer for all losses covered under the All Risk Builder's Risk policy, as specified in Section 1.3.4, will be made to the County. The County will make proceeds from the Builder's Risk policy available to the Contractor for rebuilding work damaged by covered perils.

#### 1.3.17 SUBROGATION AND WAIVER

- (a) The Contractor shall require all policies of insurance that are related to the Work and that are secured and maintained by the Contractor and its subcontractors to include clauses providing that each underwriter and carrier shall waive all of their respective rights of recovery, under subrogation or otherwise, against the County, its officers, agents, employees and consultants rendering services at the Project site, the O.C.I.P. Administrator, the Contractor and its subcontractors, regardless of tier, and all other Project contractors and their subcontractors, regardless of tier.
- (b) The Contractor waives all rights of recovery against its subcontractors, the County, its officers, agents, employees and consultants rendering services at the Project site, the O.C.I.P. Administrator, and other Project contractors and their subcontractors, regardless of tier, that the Contractor may have or acquire because of deductible clauses in or inadequacy of limits of policies of insurance that are in any way related to the Work and that are secured and maintained by the Contractor.
- (c) The Contractor shall require its subcontractors of every tier to waive the rights of recovery in the same manner (as waived in the preceding paragraph by the Contractor) against the County, its officers, agents, employees and consultants rendering services at the Project site, the O.C.I.P. Administrator, the Contractor, and other Project contractors and their subcontractors, regardless of tier.

#### 1.3.18 COVERAGE DETERMINED BY POLICY

The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, or to alter or amend any provision of the actual policies, and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of the insurance shall govern.

## 2.0 CONTRACTOR'S LIABILITY INSURANCE

- 2.1 Pursuant to the exclusions of the County-Controlled Insurance Program (O.C.I.P.) described in Paragraph 1.0 above, the Contractor shall purchase and maintain during the life of this Agreement, from a company or companies licensed to do business in its agents and acceptable to the County, such insurance as shall fully protect him, the County, any other Professional Consultant or Architect or Construction Manager hired by the County, and any parties, consultants, or subcontractors performing work covered by this Agreement from any and all claims, including those resulting from bodily injury (including accidental death), professional liability of the , property damage (other than to the work itself) or personal injury which may arise or result from the Contractor's operations under this Agreement **which are not covered under the O.C.I.P.**, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- (a) Said insurance shall specifically provide coverage during the life of this Agreement to the County, its agents, any Professional Consultant or Architect or Construction Manager hired by the County, and any subcontractor performing work covered by this Agreement for claims made by any persons, including the employees and parties in privity of the contract with the Contractor, claiming injury as a result of the performance of the Project.
- (b) At a minimum, such insurance must include but not necessarily be limited to:
- (i) **Worker's Compensation and Employer's Liability insurance (for all operations away from the Project site);**
- (ii) Motor Vehicle Liability insurance, covering all motor vehicles, whether owned, non-owned, or hired (for all operations both at and away from the Project site);
- (iii) Comprehensive (or Commercial) General Liability insurance, with Broad Form Liability endorsement. Comprehensive (or Commercial) General Liability policy with Broad Form Liability endorsement shall be further endorsed naming County, Program Manager, Construction Manager, and County's Professional Consultants as additional insured (for all operations away from the Project site).
- (iv) Professional Liability insurance, specifying that the Contractor shall be responsible to the County for acts, errors and omissions of the Contractor's directors, officers, employees and parties in privity of the contract with the Contractor to perform a portion of the work, including their agents and employees (for all operations both at and away from the Project site). The Contractor shall require the architects and the Construction Managers that are responsible for the design and Construction Managerring to purchase and maintain liability insurance with no less coverage than \$1,000,000.00 or 10% of the construction value of the Work, whichever is greater, throughout the duration of the project and for two years following the Date of Substantial Completion.
- 2.2 The insurance required by Subparagraph 2.1 above shall be written for not less than the following liability limits, or greater if required by law:

(a) Worker's Compensation

Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

Note: The Contractor shall require all subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverage conforming to the above limits.

(b) Comprehensive (or Commercial) General Liability

General Aggregate	\$2,000,000
Products Comp/Ops Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expenses (Any one person)	\$ 5,000

The insurance shall include coverage of the following hazards:

Underground  
Explosion/Collapse

NOTE: For the purpose of insurance coverage, each detonation of blasting is a single occurrence.

(c) County's and Contractor's Protective Liability: The Contractor shall procure and maintain during the life of the Contract Agreement, County's and Contractor's Protective Liability Insurance with the same limits as the Comprehensive General Liability Insurance.

(d) Automobile Liability - Owned, Non-Owned & Hired:  
Comprehensive Single Limits (CSL) \$1,000,000

(e) Builder's Risk: The Contractor shall procure and maintain during the life of the Contract Agreement, Builder's Risk Insurance to protect the interests of the County, Contractor, and Subcontractors against all risks of physical damage included in a standard Extended Coverage Endorsement. The amount of the insurance shall at all times equal or exceed the full amount of the Contract. The policies shall be in the names of the County and the Contractor.

(f) Umbrella Liability (written on an occurrence basis):  
In excess of above noted:  
Coverage \$ 2,000,000

(g) Professional Liability  
Each Occurrence - \$5,000,00  
(Required if respondent providing quotation for professional services).

(h) Fidelity Bond  
(Employee Dishonesty) Each Occurrence--\$ 100,000

2.3 If liability insurance required by Subparagraphs 2.1 and 2.2 above is to be provided by Contractor's existing blanket or manuscript policy or policies, such policy or policies must be approved by County and must include all major lines of coverage found in a Comprehensive (or Commercial) General Liability Policy with Broad Form Liability endorsement. At a minimum, coverage shall include:

- (g) Premises-Operations;
  - (h) Blanket Contractual Liability;
  - (i) Products and Completed Operations Coverage (to be maintained for one year after final payment);
  - (j) Broad Form Property Damage Liability;
  - (k) Independent Contractors' Protective;
  - (l) Personal Injury Insurance (including Contractor's employees).
- 2.4 Prior to commencement of the Work, Contractor shall furnish to County proof of insurance by submitting certified copies of Certificates of Insurance; copies of applicable policy or policies, including all endorsements thereto signed and certified by the insurance company's authorized representative. Such certificates, policies and endorsements shall specifically set forth evidence of all coverage required by Subparagraphs 2.1 and 2.2 above. Certificates shall be in the same number as the copies of the Agreement provided and substantially according to the instructions provided in AIA Document G715.
- 2.5 Insurance certificates shall contain a provision that coverage's afforded under the policies shall not be canceled until at least thirty (60) days prior written notice has been received, accepted and acknowledged by the County. During the term of this Agreement, the Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending any such required insurance.

### 3.0 LOSS OF USE INSURANCE

- 3.1 The County, at the County's option, may purchase and maintain insurance for protection against loss of use of the County's property due to fire or other hazards, however caused. The County waives all rights of action against the Contractor for loss of use of the County's property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 3.0.

END OF SECTION 00 700 – EXHIBIT C

**EXHIBIT D**  
**FINAL AFFIDAVIT**

12/1/2004

**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

**Section 00800****FULTON COUNTY BIDDING GENERAL REQUIREMENTS****NOTICE TO ALL BIDDERS (FORM 99)**

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 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. ORIGINAL SIGNATURE(S) MUST APPEAR ON EACH PAGE OF THE BID DOCUMENT. ALL SIGNATURES MUST BE EXECUTED BY PERSON(S) HAVING CONTRACTING AUTHORITY FOR THE BIDDER.
3. 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 INVITATION.
4. THE ENVELOPE IN WHICH THE BID RESPONSE IS SUBMITTED MUST BE SEALED AND MUST BE CLEARLY LABELED WITH THE BID NUMBER AND BID OPENING DATE AND TIME. THE PURCHASING AGENT HAS NO OBLIGATION TO CONSIDER BIDS WHICH ARE NOT IN PROPERLY MARKED ENVELOPES.
5. ALL BIDS MUST BE RETURNED TO THE FULTON COUNTY PURCHASING AND LAND DEPARTMENT AGENT, 130 PEACHTREE STREET, S.W., SUITE 1168, ATLANTA, GA 30303, BY THE DESIGNATED DATE AND TIME. NO LATE BIDS WILL BE ACCEPTED FOR ANY REASON. BIDDER MAY CALL (404) 730-5800 FOR ANY QUESTIONS ABOUT PURCHASING PROCEDURES.
6. IF A BIDDER CHOOSES NOT TO RESPOND TO A BID REQUEST, BIDDER MUST RETURN A COPY OF THE BID REQUEST STATING ON THE OUTSIDE OF THE ENVELOPE "NO BID" AND INDICATING WHETHER THE BIDDER WISHES TO REMAIN ON FULTON COUNTY'S BIDDER LIST.

7. 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 IN 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.
8. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY.
9. ALL PRICES BID MUST BE AUDITED BY THE BIDDER TO ENSURE CORRECTNESS BEFORE 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.
10. 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 TOTAL LUMP SUM BID FOR GROUPS OF ITEMS. IN THE EVENT 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.
11. 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 BY THE INVITATION TO BID, PURCHASE ORDER, BID, CONTRACTOR'S WARRANTY AGREEMENT, MAINTENANCE AGREEMENT, AND/OR OTHER CONTRACTOR-PROVIDED AGREEMENTS. A BIDDER MAY SUBMIT ONLY ONE BID RESPONSE FOR EACH SPECIFIC BID NUMBER UNLESS OTHERWISE AUTHORIZED IN THE SPECIFICATIONS.

12. 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.
13. ALL ITEMS BID MUST BE NEW. USED, REBUILT OR REFURBISHED ITEMS WILL NOT BE CONSIDERED UNLESS SPECIFICALLY AUTHORIZED BY FULTON COUNTY IN THE WRITTEN SPECIFICATIONS.
14. 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.
15. 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.
16. 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. OTHER PRODUCTS WILL BE CONSIDERED FOR AWARD IF SUCH PRODUCTS ARE IDENTIFIED IN THE BID AND ARE DETERMINED BY THE COUNTY TO MEET ITS NEEDS. 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 ANOTHER 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".
17. 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 OF EXPENDABLE ITEMS WILL NOT BE RETURNED TO THE BIDDERS. SAMPLES MUST BE PLAINLY TAGGED WITH FULTON COUNTY'S BID NUMBER, ITEM NAME, MANUFACTURER, AND THE NAME OF THE BIDDER.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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 MANUFACTURER'S WARRANTIES MUST BE PASSED THROUGH TO FULTON COUNTY. THE BIDDER AND NOT FULTON COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER OR THE WARRANTY SERVICE PROVIDER DURING THE WARRANTY PERIOD

AND SUPERVISING THE COMPLETION OF THE WARRANTY SERVICE TO THE SATISFACTION OF FULTON COUNTY.

23. A SUCCESSFUL BIDDER PROVIDING ANY EQUIPMENT WHICH REQUIRES FITTING AND ASSEMBLY 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.
24. A SUCCESSFUL BIDDER IS SOLELY RESPONSIBLE FOR DISPOSING OF ALL WRAPPINGS, CRATING, AND OTHER DISPOSABLE MATERIAL UPON DELIVERY OF ITEM(S).
25. 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.
26. 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.

27. ALL BIDDERS MUST COMPLY WITH ALL FULTON COUNTY PURCHASING LAWS, POLICIES, AND PROCEDURES, AND NONDISCRIMINATION IN CONTRACTING AND PROCUREMENT ORDINANCE, 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.
28. A SUCCESSFUL BIDDER WHO 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 WILL BE SUBJECT TO DAMAGES AND ALL OTHER RELIEF ALLOWED BY LAW.
29. 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 "NOT RESPONSIBLE" IN THE FUTURE.
30. 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.
31. 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 NOR THE MUTUAL EXPECTATION OF AN AWARD OF A CONTRACT OR 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.

32. EVALUATION OF 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.
33. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. 50-18-70 ET SEQ.
34. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND BID OPENING PROCEDURES, O.C.G.A. 43-14-8.2(H).
35. SILENCE OF SPECIFICATIONS - THE APPARENT SILENCE OF THIS SPECIFICATION, AND ANY SUPPLEMENT THERETO, AS TO DETAILS, OR 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.
36. NO PERSON, FIRM, OR BUSINESS ENTITY, HOWEVER SITUATED OR COMPOSED, OBTAINING A COPY OF OR RESPONDING TO THIS SOLICITATION, SHALL INITIATED OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATIONS 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 FINAL CONTRACT AWARD BY THE AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION.

37. 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.
38. 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 NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.
39. ANY OFFEROR INTENDING TO RESPOND TO THIS SOLICITATION AS A JOINT VENTURE MUST SUBMIT AN EXECUTED JOINT VENTURE AGREEMENT WITH THIS OFFER. THIS AGREEMENT MUST DESIGNATE THOSE PERSONS OR ENTITIES AUTHORIZED TO EXECUTED 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 CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

SECTION NO. 01010**SUMMARY OF WORK**

## 1.01 LOCATION

- A. The work described by the drawings and specifications is located on Bell Road in Fulton County, Georgia.

## 1.02 WORK INCLUDED

- A. The work to be done under this Contract consists of installing 20 inch diameter ductile iron reuse water main pipe and appurtenances. See drawings for details. The contractor must furnish all materials and equipment and perform all labor necessary to complete the work as described in the construction drawings.

## 1.03 WORK COORDINATION

- A. The Contractor shall coordinate his work with third parties (such as public utilities and telephone company) in areas where such parties may have rights to underground property or facilities, and request maps or other descriptive information as to the nature and location of such underground facilities or property.
- B. The Contractor shall also coordinate his work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired and provided by the County.

## 1.04 CONDITIONS AT THE SITES

- A. The Contractor shall make all necessary investigations to determine the existence and location of all underground utilities.
- B. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
- C. Nothing in these Contract Documents or associated Drawings shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of the operations.

END                      OF                      SECTION                      NO.                      01010

## SECTION 01 025

### APPLICATIONS FOR PAYMENT

#### 1.01 SUBMITTAL OF APPLICATION FOR PAYMENT

The County will make payments to the Contractor on the basis of a duly certified and approved estimate of the Work completed through the 25th day of each calendar month, as reviewed by the Construction Manager, provided the estimate was submitted in accordance with the following requirements:

- A. The Applications for Payment shall be itemized as directed by the Construction Manager. Applications for Payment are to serve as certification by the Contractor as to the status of the Work. All monthly payments invoiced by the Contractor to the County shall be based on Completion of the work in accordance with the cost-loaded Construction Schedule, and Schedule of Values.
- B. On or prior to the 20th day of each month, the Contractor will prepare a preliminary, itemized Application for Payment for work completed and the value of any stored materials, projected through the 25th of the current month, as well as additional information required herein or as Construction Manager may require to verify and approve the amount of payment applied for. The Contractor may be requested to review the Application for Payment with the Construction Manager on the jobsite in order to verify work in place or the location of stored materials.
- C. After the Construction Manager has advised the Contractor of the acceptability of the Application for Payment, and on or before the 25th day of each month, the Contractor shall submit to the Construction Manager an itemized, notarized Application for Payment. The Contractor shall also submit items in paragraph (I) and if requested, additional documentation, including, but not limited to, all sworn statements, waivers and releases of liens and claims, including those required of sub-contractors of any tier as may be requested by the Construction Manager, reflecting all retainage, previous Applications for Payment, payment for labor and material, payment for materials stored and other documentation and requirements related to Work performed as provided elsewhere in the Contract Documents or as required by the Construction Manager.
- D. Late applications will not be accepted for any reason whatsoever. If the Contractor is late with its pay application, it will not be processed until the next pay cycle.
- E. The Contractor shall submit the Application for Payment in four (4) paper hardcopies and one electronic copy on CD-ROM. An electronic version of the standard forms will be provided to the Contractor at or before the Pre-Construction Conference. Each copy shall display an original signature by a duly authorized agent of the Contractor. The application shall be generated by the use of Microsoft Excel or other applications package acceptable to the Construction Manager, and provided that the forms generated are in the format acceptable to the Construction Manager. All four copies shall be individually notarized.
- F. Nothing in this section is meant to be in conflict with the Contract. Any inconsistencies between this section and the contract, the contract shall prevail.

- G. H. For a payment submittal to be accepted by the Construction Manager all the conditions as defined in Section \_\_\_\_\_ contract must be met by the Contractor . Failure to meet these requirements constitutes not-submittal of the payment request.
- I. With each payment submittal the Contractor must include:
1. a reasonably detailed description of all Work actually completed during the period of the payment submittal
  2. an up-to-date and annotated Construction Schedule which shall reflect the status of the Contractor 's Construction Schedule since the date of the last payment submittal
  3. an up-to-date and annotated Schedule of Values indicating the percentage of Work completed by activity and milestone for the project.
  4. revisions to the critical path schedule which shall reflect changes in the critical path schedule since the date of the last payment submittal.
  5. notice of any liens or "Encumbrances which have been filed, together with evidence that the Contractor has boned or discharged such liens or encumbrances
  6. a complete and filled-out Exhibit G, Technical Proposal Form 8
  7. construction Progress Photos
  8. any other documents or information relating to the Work or this Contract requested by the Construction Manager as may be required by Applicable Law or this Contract
- J. Schedule Of Values Utilization
1. Applications for Payment: The Schedule of Values, that is acceptable to the County, shall be the basis for the Contractor 's applications for payment.
  2. Changes to the Schedule of Values: The County shall have the right to require the Contractor to alter the value or add/delete categories listed on the Schedule of Values at any time for the following reasons:
    - a) The Schedule of Values appears to be incorrect or unbalanced.
    - b) A revision to the segregation of values is required due to the Contractor revising the sequence of construction or assembly of building components, which in turn invalidates the Schedule of Values.
    - c) Change Orders are issued to the Contractor and require incorporation into the Schedule of Values.
- K. At no time during the contract will the Contractor be allowed to bill for an amount which is in excess of the amount of its contract (total bid amount), including all signed and executed change orders.

## 1.02 PAYMENT FOR MATERIALS STORED ON SITE

- A. As provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work, but delivered and suitably stored at the site, provided such materials are stored according to the provisions of the Contract Documents and the satisfaction of the Construction Manager.

- B. The Contractor shall include with his payment request an itemization of the quantity of such materials, and shall document with invoices, Bills of Sale or other documentation acceptable to the Construction Manager, the cost of said materials.

### **1.03 PAYMENT FOR MATERIALS STORED OFF SITE**

Payment for materials stored at a location off the project site will not be made under any circumstance.

### **1.04 PROGRESS PAYMENTS**

- A. If the Contractor has made Application for Payment as detailed herein, the Construction Manager will confirm the amounts to be paid to the Contractor, certify each copy by original signature, retain one signed copy for its project files, and transmit the remaining copies as Certification for Payment to the County.
- B. The Contractor may expect payment from the County within forty-five (45) days of the Certification by the Construction Manager of the Contractor's submittal of an Application for Payment per Paragraph 1.01 of this Section. Any follow-up inquiries on the status of payments shall be through the Construction Manager. The Contractor is not permitted to contact the County directly with any payment inquiries.
- C. No approval of any application for progress payment, or any progress payment, or any partial or entire use of occupancy of the Work or the Project by the County, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- D. Progress Payments will be delivered to the Contractor via U.S. Mail only.

### **1.05 RETAINAGE**

The County shall withhold a retainage amount of each monthly payment otherwise due and payable to the Contractor in the amount of 10 percent. Such holdbacks shall continue until the Contractor satisfactorily completes 50 percent of the value of the Design/Build Work performed is satisfactory to the County, at which time further payments will not be subject to retainer holdbacks. The County may, however, withhold additional retainage after 50 percent of the work is complete pursuant to the Design/Build Contract. The retained amount shall be released upon Acceptance except for amounts equal to 200 percent of the value of any outstanding Design/Build Work.

### **1.06 FINAL PAYMENT/CLOSE-OUT OF PROJECT**

Following acceptance and the project milestone "**Complete**" has been achieved the project must be closed-out for the Contractor to receive the Final Payment. The Contractor shall provide as part of the project submittals the following documents:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid otherwise satisfied; each subcontractor must also provide an affidavit.
- b. The surety's and guarantor's consent to final payment
- c. Certificate of Occupancy for all facilities constructed as part of the Design/Build Work

- d. Contractor Statement of Completion of all Work
- e. OCIP Signoff –Exhibit B
- f. A Final Exhibit G – Prime Contractor and Sub-contractor Utilization Report (TPP8)
- g. Notification of Warranty Period for all major pieces of equipment
- h. Transmittals signed by Construction Manager for all deliverables
- i. A final invoice for the D/B Work

**END OF SECTION 01 025, APPLICATIONS FOR PAYMENT**

**SECTION 01150****MEASUREMENT OF PAYMENT/ALLOWANCES****PART 1 – GENERAL**

This section identifies each Measurement of Payment for items in the Bid Sheet and describes the methods by which evaluation of work complete will be based. This section should be used to assist in the development of the Construction Schedule, the Schedule of Values and in determination for completion of work the following measurement criteria shall be used.

**1.02 NON-PAYMENTS**

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.

No separate payment shall be made for cutting of concrete and asphalt pavement, excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, repair of damaged properties. All testing required for the execution of the work shall be done as part of the price for the item involved.

No separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up 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.

No separate payment shall be made for providing detail surveys needed for construction. The County shall furnish bench marks, reference points and stakes to establish a base line for locating the principal component of the Work. 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.

The contractor shall allow the County a minimum of 15 days after the issue of a RFI. No payment shall be made for “down time”.

**PART 2 - MEASUREMENT AND PAYMENT****2.01 SCOPE**

The Bid lists each item of Work for which payment will be made. No payment will be made for any items other than those listed in the Bid.

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 unit prices bid for the various Bid items. The Contractor shall prepare his Bid accordingly.

Work includes furnishing all plant, labor, equipment, tools, and materials, which are not furnished by the County, and performing all operations required to complete the Work satisfactorily, in place, as indicated on the Drawings, specified or directed by the Construction Manager.

## 2.02 DESCRIPTIONS

Measurement of an item of Work will be by % completion of activities and milestones as indicated on the schedule of value.

Unless otherwise stated in individual sections of the Specifications or in the Bid Schedule, 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 for all such items required shall be included in the Contract Price bid of which it is a part.

Payment will be made at the Contract Price per unit indicated in the Bid Schedule, with the total price of the Contract being equal to the Total Bid 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 County, and for performing all operations required to provide to the County the entire Project, complete in place, as specified and as indicated on the Drawings.

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

“Provide” shall mean furnish and install.

## 2.03 CLEARING AND GRUBBING

- A. Payment for Clearing and Grubbing shall be made for the area cleared and grubbed within the permanent and construction easements limits only, where the area, in the opinion of the Construction Manager is considered thickly dense with trees and vegetation. The area cleared outside the limits shall not be included unless directed by the Construction Manager.

Clearing and Grubbing shall include removal and disposal off site materials which include all trees, stumps, roots, growth, debris, stumps and other objectionable matter.

The cost of moving and reestablishing landscape features within the right-of-way and easements shall be included in the unit prices bid for Watermain.

No separate payment will be made for clearing in grass area and in non-established vegetation area within the right-of-way where water line is to be laid. Cost of such work should be included in the unit price bid for Watermain.

## 2.04 TRENCH EXCAVATION AND BACKFILL

No separate payment or additional payment shall be made for any special unique method, means, techniques or equipment necessary for the Contractor’s compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern the project. All costs shall be included in the unit price bid for Watermain.

No separate payment shall be made for trench excavation. All costs shall be included in the unit price bid for Watermain.

#### 2.04.1 SHEETING, BRACING, AND SHORING

No separate payment will be made for providing sheeting, bracing, and timbering as specified, shown on the Drawings or necessary due to the Contractor's means of construction. All costs for sheeting, bracing, and shoring shall be included in the unit price bid for Watermain.

No payment will be made for sheeting removed or for sheeting left in place for the Contractor's convenience.

#### 2.04.2 BEDDING AND HAUNCHING

No separate payment will be made for material used to provide specified bedding and haunching. The cost of all bedding and haunching materials shall be included in the unit price bid for the item to which it relates except for trench stabilization.

No additional payment will be made for improved bedding required to compensate for over excavation of the trench.

Additional bedding required to compensate for removed unsuitable materials, as directed by the Construction Manager will be paid through the unit price bid for Trench Stabilization.

#### 2.04.3 INITIAL BACKFILL

No separate payment shall be made for initial backfill.

No separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.

No separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet compaction requirements.

No separate payment shall be made for providing select material if the unsuitable material cannot meet the compaction requirements.

#### 2.04.5 FINAL BACKFILL

No additional payment will be made for additional material.

No additional payment will be made for select backfill material. Payment for select material shall be included in the unit price bid for Watermain.

No additional payment will be made for disposal off site of surplus excavated materials.

No additional payment will be made for placing temporary crusher run backfill or granular material on top portion of trench on paved areas. Such cost shall be included as incidental item for constructing watermain.

### 2.05 ROCK EXCAVATION IN PIPE TRENCHES

Rock excavation shall be paid for as an extra addition to payment for pipe provided for elsewhere in the specifications. Payment will be made for the measured quantity of rock excavated, at the sum of the unit prices bid for Rock Excavation.

The maximum allowable volume of rock excavated for payment shall be based on a trench width equal to the outside diameter of the pipe barrel plus eighteen (18) inches, but not less than 36-inches, and depth of rock on the pipe centerline, from the top of the rock to the bottom of the rock or the specified bottom of trench, whichever has the higher elevation.

The County must be given reasonable notice to measure all rock. Payment shall be made based on a quantity certified correct by the County based on a joint measurement conducted by and between the Contractor and the County.

No allowance shall be made for excavation to the extra width for construction of manholes or other appurtenances, for excavation to sloping sides, or for excavations made necessary by the physical limitations of the Contractor's equipment. Cost of such additional rock excavation shall be included in the unit price bid for the item to which it pertains.

If rock is encountered that requires removal by blasting, the County will require the Contractor to employ a Blasting Construction Manager to supervise the Work. The Blasting Construction Manager must be approved by the Construction Manager. It will be the Blasting Construction Manager's duty to advise the blaster of hole spacing and loading and to make seismic and concussion measurements where deemed necessary.

No extra payment will be made for blasting. All costs of equipment, labor and materials required for blasting shall be included in the unit price bid for Rock Excavation.

Payment for blast monitoring shall be made under the Task Allowances provided for Blast Monitoring. A fee must be agreed upon by the County prior to the Contractor employing an independent, qualified specialty subcontractor to monitor the blasting. If the Contractor employs the specialty subcontractor prior to the County's approval of the fee, all such costs are subject to non-reimbursement.

## 2.06 WATERMAIN

Payment for Watermain shall be made for the quantity installed. Measurement for payment shall be made along the centerline of the pipe, through valves, fittings, and casings or tunnel. Watermain payment shall include clean-up, testing and disinfection. Payment shall only be made for a section of pipe that has passed the required tests, and the area completely cleaned-up to the satisfaction of the Construction Manager.

No additional payment will be made for replacement of defective materials.

No additional payment will be made to cease flow while connection is made.

The cost of soil testing involved in the installation of Watermain will be paid by the Contractor from the Task Allowances for Soil Testing.

Payment for Watermain with restrained joint shall be made for the quantity installed measured in same manner as the regular joint, but based on the unit price bid for Restrained DIP Watermain.

## 2.07 FITTINGS

The unit bid price for Fittings shall include the fittings, bolts, retainer glands (Megalugs) and accessories. Weight shall be AWWA C-110 standard or C-153 compact mechanical joint fittings. The weight shall not include the weight of the bolts and glands. Weight for fittings and anchor couplings shall be Manufacturer's AWWA C-110 or C-153 standard. The Contractor shall submit to the County, for the purpose of payment, a list of all fittings along with corresponding weights certified by the Manufacturer.

## 2.08 VALVES

The unit bid price for Valves shall include the cost of providing the valve, valve boxes, valve marker, concrete pad and all related items.

## 2.09 CONNECTION INTO EXISTING WATERMAINS

Connection into existing watermains using the "wet tap" method shall be measured for payment at the unit price bid for Tapping Sleeve and Valve Connection to Existing Watermain. Payment shall cover all labor, materials, tools and appurtenances necessary to locate existing mains and make connection of the proposed main to the existing main, including the cost of tapping sleeve and valve. Ductile iron pipe shall be paid for under DIP Watermain and Restrained DIP Watermain. Concrete thrust blocks shall be paid for under Concrete Encasement and Thrust Blocks.

Connection into existing watermains using the "cut-in" (perpendicular) method shall be measured for payment at the unit price bid for Cut-In Connection to Existing Watermain. Payment shall cover all labor, materials, tools, and appurtenances necessary to locate existing mains, cut the existing main and make connection of the proposed main to the existing main, and all related items. The cost of fittings used to make the connection shall be paid for under Fittings. Ductile iron pipe shall be paid for under DIP Watermain and Restrained DIP Watermain. Concrete thrust block shall be paid for under Concrete Encasement and Thrust Blocks. Valve installed shall be paid for under Valves.

Connection into existing watermain using the "straight connection" (parallel) method shall be measured for payment at the unit price bid for Straight Connection to Existing Watermain. Payment shall cover all labor, materials, tools, and appurtenances necessary to locate existing mains, remove existing plug and other fittings, cut the existing main and make connection of the proposed main to the existing main, and all related items. The cost of fittings used to make the connection shall be paid for under Fittings. Ductile iron pipe shall be paid for under DIP Watermain and Restrained DIP Watermain. Valves used shall be paid for under Valves. Concrete thrust blocks shall be paid for under Concrete Encasement and Thrust Blocks.

## 2.10 HYDRANT ASSEMBLY

The unit price bid for Fire, Air Release, and Blow-Off Hydrants shall include all labor, material, tools, and appurtenances necessary to install hydrant, tee or sleeve, valve, blocking, 6-in piping and restraining, fittings and gravel, and all related items.

No additional payment shall be made for hydrant vertical extension. Payment for hydrant assembly shall be made on the unit price bid regardless of depth of bury.

## 2.11 CONCRETE THRUST COLLAR

The unit price bid for Concrete Thrust Collar shall include excavation, dewatering, forms, reinforcing bars, welded thrust collar, concrete and all related items to complete the work. Payment shall be based on quantity defined by the limits indicated on the drawings.

The cost of concrete testing shall be paid for under the Task Allowances for Concrete Testing.

#### 2.13 DEADMAN CONCRETE RESTRAINT

The unit price bid for Deadman Concrete Restraint shall include concrete, formworks anchors, rods, straps, fittings and all related items necessary to complete the work, not specifically indicated as a separate item for payment.

No additional payment shall be made for excavation and dewatering work.

The cost of concrete testing shall be paid for under the Task Allowances for Concrete Testing.

#### 2.14 CONCRETE ENCASEMENT AND THRUST BLOCK

The unit price bid for Concrete Encasement and Thrust Blocks shall include concrete and formworks. Payment shall cover all labor, materials, tools necessary to complete the work.

No separate payment shall be made for excavation and dewatering work.

The cost of concrete testing shall be paid for under the Task Allowances for Concrete Testing.

Reinforcing bars installed shall be paid for under separate item.

#### 2.15 BORE AND JACK CASINGS

- A. Payment for bore and jack with steel casings of various sizes shall be at the unit price bid per inch per diameter foot for Bore and Jack with Steel Casing and shall include: labor, equipment, casing, supports, grout, and accessories for installing casing and carrier pipe per details. Measurement for payment shall be made along the centerline of the casing from edge to edge of actual bore. Length of casing protruding outside the actual bored area shall not be included.
- B. Payment shall also include excavation and dewatering of access pits and providing sheeting and other safety requirements by OSHA..
- C. Payment for carrier pipe shall be included in the unit price bid for water lines. No additional payment shall be made for carrier pipe.
- D. In the event that rock is encountered during the installation of pipe casing which, in the opinion of the Construction Manager, cannot be removed through the casing, the Construction Manager may authorize the Contractor to complete the crossing by installing a tunnel.
- E. No additional payment shall be made for rock excavation if some is encountered During boring and jacking operation.
- F. Payment for steel casing installed by bore and jack shall be made only at the completion of all work specified for the casing installation.
- G. Payment for bore and jack without casings of various sizes shall be at the unit price bid

for Bore and Jack without Casing and shall include: labor, equipment, grout, excavation of access pits , dewatering, sheeting and other accessories for complete installation. Payment for carrier pipe shall be made at the unit price bid for water lines.

#### 2.16 OPEN CUT INSTALLATION WITH STEEL CASING

Payment for installing steel casing in an open cut trench shall be made at the unit price bid for Open Cut Installation with Steel Casing, and shall include: labor, equipment, casing, supports, grout and accessories for installing casing and carrier pipe per details, and all other related work necessary for the completion of the work.

No additional payment shall be made for excavation, dewatering, shoring and backfilling.

Payment for carrier pipe shall be included in the unit price bid for Watermain.

#### 2.17 WATER SERVICE LATERAL CONNECTION

The unit price bid for Water Service Connection shall include all labor, equipment, and tools to install copper tubing, tapping saddle, corporation stop, curb stop, meter box, pipe casing, appurtenances and other related items necessary to complete the work as specified or as shown.

Additional payment will be made for extra copper tubing in excess of ten feet for short side water service, and fifty feet for long side water service.

No additional payment shall be made for excavation work to expose existing main and tapping into existing main.

#### 2.18 UNDERGROUND SAMPLING STATION

The unit price for Underground Sampling Station shall include tapping saddle, corporation stop, curb stop, copper tubing, box, sampling rod, valve, appurtenances and the furnishing of all labor, materials, tools necessary to complete the work as specified or as shown.

#### 2.19 REMOVE AND REPLACE DRIVEWAY

Payment for removing and replacing driveways shall be made as a separate item based on the measured quantity replaced at the unit price bid for driveway type. The quantity shall be defined by the limits indicated in the Standard Details. The unit price shall include the furnishing of all labor, materials, tools and equipment necessary to complete the work as specified or as shown.

Payment for soil, asphalt and concrete testing shall be made from the Task Allowances for Soil, Asphalt and Concrete Testing. No payment shall be made for tests which fail to verify required results.

No additional payment will be made for removing and replacing damaged adjacent area of driveway caused by the Contractor.

No additional payment shall be made for saw cutting driveways.

#### 2.20 REMOVE AND REPLACE CURB AND GUTTER

Payment for removing and replacing curb and gutter shall be made as a separate item based on the measured quantity at the unit price bid for curb and gutter type. The quantity shall be defined by the limits indicated in the Standard Details.

Payment for soil, asphalt and concrete testing shall be made from the Task Allowances for Soil, Asphalt and Concrete Testing. No payment shall be made for tests which fail to verify required results.

No additional payment will be made for removing and replacing damaged adjacent curb and gutter caused by the Contractor.

No additional payment shall be made for saw cutting curb and gutter.

## 2.21 REMOVE AND REPLACE PAVEMENT

Payment for removing and replacing pavements will be made as a separate item based on the measured quantity at the unit price bid for pavement type. The quantity shall be defined by the limits indicated in the Standard Details.

The unit price for Removing and Replacing Concrete Pavement shall include cutting, removing and disposing existing pavement and replacing and compaction of base, subbase, concrete and all related items, as shown on the Drawings, specified or as directed by the Construction Manager.

The unit price for Removing and Replacing Asphalt Pavement shall include cutting, removing and disposing existing pavement and replacing and compaction of base, subbase, asphalt, concrete and all related items, as shown on the Drawings, specified or as directed by the Construction Manager. This applies to areas where standard utility cut replacement is not required. Replacement of parking lot shall also be covered under this item.

The unit price for FC Standard Utility Cut Replacement shall include cutting, removing and disposing existing pavement, compaction of subbase, concrete base, asphalt courses and all related items, as shown on the Drawings, specified or as directed by the Construction Manager.

The unit price for Type "F" Asphalt Topping shall include the overlaying of approximately 1- inch of Type "F" asphalt on existing pavement. Areas within utility trenches which require standard utility cut replacement shall be paid separately under the FC Standard Utility Cut Replacement.

The unit price for Milling of Existing Asphalt Pavement shall include milling up to 2-inches thick of existing pavement and disposing of waste materials , and all related items.

Payment for soil, asphalt and concrete testing shall be made from the Task Allowances for Soil, Asphalt and Concrete Testing. No payment shall be made for tests which fail to verify required results.

No additional payment will be made for removing and replacing damaged adjacent pavement.

## 2.22 PAVEMENT MARKING AND STRIPING

Payment for pavement marking and striping will be made as a separate item based on the measured quantity at the unit price bid for Pavement Marking and Striping.

## 2.23 REMOVE AND REPLACE CONCRETE SIDEWALK

Payment for removing and replacing concrete sidewalk will be made as a separate item based on the measured quantity at the unit price bid for Remove and Replace Concrete Sidewalk.

The unit price for removing and replacing concrete sidewalk shall include removal and disposal of existing sidewalk, base, concrete, forms, curing and the furnishing of all labor, materials, tools and appliances, and all related items necessary to complete the work.

Payment for soil, asphalt and concrete testing shall be made from the Task Allowances for Soil, Asphalt and Concrete Testing. No payment shall be made for tests which fail to verify required results.

#### 2.24 CAST-IN-PLACE CONCRETE

Payment for cast-in-place concrete will be made as a separate item based on measured quantity at the unit price bid for specified strength. This is a separate item from Concrete Thrust Collars, Concrete Encasement, Thrust Blocks, Deadman Concrete and Concrete Pavement. This applies to any concrete work as directed by the Construction Manager which is not classified under the aforementioned items.

The unit price for cast-in-place concrete shall include excavation, dewatering, sheeting and shoring, formworks, concrete, curing and the furnishing of all labor, materials, equipment and tools necessary to complete the work as specified or as shown.

Payment for reinforcing bars shall be paid under separate item.

Payment for soil and concrete testing shall be made shall be made from the Task Allowances for Soil, Asphalt and Concrete Testing. No payment shall be made for tests which fail to verify required results.

#### 2.25 INSTALL NEW STORM WATER PIPE

The unit price for installing storm water pipe shall include excavation, dewatering, sheeting and shoring, backfilling, compaction, related items and the furnishing of all labor, materials, equipment and tools necessary to complete the work as specified or as shown.

No separate payment will be made for supporting existing storm water pipe when installing watermain crossing over or under storm pipe. Cost for such work should be included in the unit price bid for Watermain.

No separate payment will be made for removing and replacing existing storm water pipe for the purpose of ease in construction when installing watermain. Cost of such work should be included in the unit price bid for Watermain.

#### 2.26 GRASSING

Payment for temporary grassing shall be paid separately from permanent grassing. Temporary grassing shall be applied to all disturbed area to be left exposed for a period greater than 14 days.

The unit price for temporary grassing shall include spreading of fast growing seed, mulching, watering and all related items. No additional payment will be made for maintenance and repairing damaged work.

Payment for permanent grassing shall be paid separately. Permanent grassing shall be applied to disturbed area where final grading and dress-up have been completed.

The unit price for permanent grassing shall include fine grading of area disturbed, raking, pulverizing soil, removal of rocks, coarse soil and other objectionable materials, fertilizing, seeding, mulching, watering and all related items. No additional payment will be made for maintenance and repairing damaged work.

In no case shall one area be paid more than once for temporary and permanent grassing. Where an area is temporarily grassed, which is left permanently, as directed by the Construction Manager, shall only be paid once for temporary grassing. No additional payment shall be made for permanent grassing in this case.

Payment for temporary and permanent grassing will be measured on a linear foot basis along the watermain centerline at the unit price bid for Grassing.

#### 2.27 SODDING

Sodding shall be planted as directed by the Construction Manager. 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.

#### 2.28 SILT FENCE

The cost for silt fencing for erosion control purposes, including all materials, labor, equipment and tools, as shown on the Drawings, specified or directed by the Construction Manager shall be included in the unit price bid for Silt Fence for various types.

No additional payment will be made for the cost of maintenance and repair work for damaged work.

No additional payment will be made for the cost of removal and disposal of used materials. Removal of silt fence shall be done only when construction area has been completely stabilized with permanent vegetation and all roadways and driveways have been paved and/or as directed by the Construction Manager.

#### 2.29 STAKED HAYBALES

Payment for installing haybales shall be made as a separate item based on actual quantity installed. Installed haybales that do not serve its primary purpose to control erosion will not be paid, unless shown on the Drawings or specified or directed by the Construction Manager.

The unit price for staked haybales shall include installation, maintenance, replacement of damaged unit, disposal and the furnishing of all labor, materials, equipment and tools necessary to complete the work.

#### 2.30 CONSTRUCTION EXIT/ENTRANCE

The unit price for installing construction exit/entrance shall include geotextile underliner, stone (NRA R-2 1.5 to 3.5 inches stone), maintenance, repair, disposal and furnishing of all labor, materials, equipment and tools necessary to complete the work.

If the action of the vehicle traveling over the gravel pad does not sufficiently remove the mud, the tires should be washed prior to entrance onto public right-of-way. No additional payment will be made for the cost of washing of tires.

The construction pad may require periodic top dressing with 1.5 to 3.5 stone, as condition demand as part of maintenance. Such cost should be included in the unit price bid for Construction Exit/Entrance.

No. 57 stone is not an acceptable material for construction pad. No additional payment will be made should this material is used for this purpose.

### 2.31 RIPRAP

The cost of all riprap, including filter fabric, shown on the Drawings, specified or directed by the Construction Manager shall be included in the unit price bid for Riprap . Quantities shall be measure and paid for in square yards.

When crossing a stream or ditch, the quantity eligible for payment shall be limited to 10 feet upstream and 10 feet downstream from any disturbed area. Extend filter fabric and riprap from 5 feet from top of bank, across stream bed to 5 feet past the top of the bank. Any other areas at creeks or ditches disturbed by the Contractor, which requires riprap, shall be rip rapped at no additional cost to the County.

Payment for installed Rock Check Dam, Rock Filter Dam and Rock Channel Stabilization Will be made using the unit price bid for Riprap.

### 2.32 "PIGS-IN-A-BLANKET"

"Pigs-in-a-blanket" are used for inlet sediment trap, as shown on the Drawings, specified or as directed by the Construction Manager. Payment shall be measured based on quantity installed by linear foot. Unit price shall include fabric, blocks, wires and the furnishing of all labor, materials, equipment and tools necessary for installation, maintenance, and disposal all wastes.

### 2.33 REPLACE TOP SOIL

During clearing of site, lawn sod shall be removed by cutting into maximum size which can be handled without tearing, stripping sod and underlying topsoil, and stockpiling for use in restoring the surface area. The cost of this work will not be made as a separate item but should be included in the unit price bid for Watermain.

Payment for top soil shall be made only as directed by the Construction Manager where in his opinion , the existing surface soil is not viable for grass and vegetative growth. The unit price shall include the removal and disposal of exiting surface soil, importing acceptable top soil, spreading, raking, fine grading and the furnishing of all labor, materials, equipment and tools necessary to complete the work.

### 2.34 GABION

Payment for gabion shall be made as a separate item from riprap, based on quantity installed as shown on the Drawings, as specified or directed by the Construction Manager. The unit price shall include the furnishing of stones, reinforcing basket, stakes, excavation, grading, compaction, and all other labor, materials, equipment and tools necessary to complete the work.

### 2.35 GEOTEXTILE MATTING

Geotextile matting or soil stabilization mat are used to establish permanent vegetation on steep slopes, channels, or shorelines.

The cost of all materials, labor, equipment and tools to install matting required to established permanent vegetation as shown on the Drawings, specified or directed by the Construction Manager, shall be included in the unit price bid for Geotextile Matting.

### 2.36 DIRT BAG

Payment for dirt bag shall be made as a separate item based on quantity installed for the purpose of controlling silt during dewatering operation. The unit price shall include the furnishing of non-woven bag, gravel bed, straps, and all other labor, materials, equipment and tools necessary for a complete work.

The dirt bag is considered full and should be removed from the site when it is impractical for the bag to filter the sediment out at a reasonable flow rate and should be replaced with a new dirtbag.

No additional payment will be made for cleaning, maintenance and disposal of dirtbag.

### 2.37 TREE PROTECTION

Payment for tree protection fence shall be measured based on quantity installed per linear foot. No additional payment will be made for tree protection fence that has been damaged and has to be reestablished due to Contractor's negligence.

### 2.38 TRAFFIC CONTROL

During construction, the work shall be planned and prosecuted so that it can be performed with the least interference to all vehicular and pedestrian traffic. All costs for providing traffic control in compliance with the Manual on Uniform Traffic Control Devices and Georgia DOT Specifications will be borne by the Contractor. Payment for these items shall be part of the unit price bid for each particular item of work, except for items specifically indicated hereunder as a separate item.

Payment for Standard DOT Concrete Barrier shall be based on quantity installed as shown on the Drawings, specified or directed by the Construction Manager. Concrete barrier shall only be installed, as directed by the Construction Manager, in open excavation on roadways and other areas where safety is a concern.

It is expected that no excavation on roadways will be left open overnight. Therefore, all concrete barriers will be removed from the roadway and moved to a location where vehicular and pedestrian traffic are not obstructed. The cost of moving the barriers shall be included in the unit price bid.

The unit price for Concrete Barrier shall also include provision of warning lights when necessary, removal and disposal, maintenance, repair, and furnishing of all labor, materials, equipment and tools necessary to complete the work. Payment shall be based on linear feet of barrier installed per day. No payment will be made for concrete barriers installed that do not serve its purpose.

When condition warrants, the Construction Manager shall require the Contractor to provide additional MUTCD Standard Safety Barrel on site. The Contractor shall be paid for quantity installed per day.

However, no additional payment will be made for the costs of providing traffic control devices that are required in compliance with MUTCD as indicated in item 2.38-A above.

The Construction Manager may require the Contractor to provide a Police Cruiser on site to bolster the traffic control in place. The Contractor will be paid based on quantity provided on hourly basis. Payment will be made only for time spent on site.

Payment for providing Certified Flagman shall be made as a separate item measured based on quantity of certified flagman provided on hourly basis, as directed by the Construction Manager. The flagman shall be certified and dedicated only to maintain and direct traffic flow. An individual who works part time as a flagman and laborer or acts in dual capacity will not be considered for payment under this item. Such cost shall be included as part of the unit price bid for the items involved.

Proof of certification of flagman may be required by the Construction Manager prior to performing of any traffic related task.

### 2.39 TRENCH STABILIZATION

Where the subgrade is, by nature, too soft and mucky, in the opinion of the Construction Manager, for proper installation of pipe, the Construction Manager may order the Contractor to undercut the ditch and backfill with granular material (crushed stone, #57). The crushed stone shall be brought to grade and compacted. When the unsuitable nature of in-place material arises out of wet trench conditions, granular material will be authorized only where alternative techniques (including dewatering methods) are impractical as determined by the Construction Manager.

Measurement for payment of Trench Stabilization (crushed stone, #57) will not be made where such material is a part of a required pipe foundation bedding or where such material is used by the Contractor to increase production or utilize a lesser strength pipe when permitted by an improved pipe foundation. Such additional use of granular material in bedding pipe or for other purposes is considered an incidental cost of constructing watermain and no separate payment will be made therefore.

When use of granular material is authorized, its volume in cubic yards will be computed by multiplying (1) the horizontal length of the granular material construction along the watermain centerline by (2) the authorized depth of granular material measured at the side of the pipe by (3) the narrowest maximum trench width authorized in the specifications and drawings.

If during excavation, the subgrade in-place material under roadway or other paved areas is found unsuitable, in the opinion of the Construction Manager for proper backfilling of trench and installation of pavement, the Construction Manager may order the Contractor to remove such material and replace it with trench stabilization material such as suitable earth material (borrow), crusher run or M-10 sand. Where trench stabilization is provided, the trench stabilization material shall be compacted to the requirement of the specifications. However if the excavated material is found suitable but becomes unsuitable later due to improper handling and stockpiling by the Contractor, the Contractor shall be responsible for providing suitable backfill material acceptable to the Construction Manager.

Payment for Trench Stabilization shall be full compensation for removing and disposing the unsuitable material, furnishing trench stabilization material, over-excavation of trench, dewatering, compaction and other related work. Trench Stabilization materials will be measured similar to computing granular material described in item C above.

Backfilling the top portion of trench on paved areas temporarily with crusher run or granular material to make the road passable or for other purposes is considered as an incidental cost of constructing watermain, and shall be the responsibility of the Contractor. No separate payment will be made for this work.

No additional payment will be made for disposing surplus material offsite.

#### 2.40 REMOVE AND REPLACE EXISTING FENCE

Payment of removing and replacing existing fence shall be measured based on quantity removed and replaced for various type of fence. Unit price shall include all labor, material, equipment and tools necessary to complete the work as shown on the Drawings, specified or directed by the Construction Manager.

#### 2.41 CLEAN-UP, TESTING, AND DISINFECTION

All costs for clean-up, testing and disinfection shall be included in the unit price bid for Watermain. Final payment shall not be made for any length of line unless both testing and clean-up have been performed satisfactorily for that length of line for which payment is being requested.

Payment for pressure testing and disinfecting, and bacteriological testing shall be made at the unit price bid for Watermain. No separate payment shall be made for associated testing or laboratory fees.

The cost of moving and reestablishing man-made and landscape features, including labor, materials and equipment shall be included in the unit price bid for Watermain.

#### 2.42 RELOCATE METER ASSEMBLY AND VAULT

A. Payment shall be measured based on quantity of existing meters removed and relocated in various sizes, including all labor, material, equipment and tools and other incidental items necessary to complete the work as shown on the Drawings, specified or directed by the Construction Manager.

#### 2.43 METER AND BACKFLOW PREVENTER ASSEMBLY

Payment shall be measured based on quantity of assemblies installed in various sizes, including all labor, material, equipment, tools and other incidental items necessary to complete the work as shown on Drawings, specified or directed by the Construction Manager.

#### 2.44 TASK ALLOWANCES:

All Task Allowances shall be determined and approved by the Fulton County Project Manager.

##### General

The Contractor shall include in the Total Bid all allowances stated in the Contract Documents. The allowances shall cover the net cost of the services provided by a firm selected by the County. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.

No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition.

No payment shall be provided for services, which fail to verify required results. The Contractor shall be responsible for payment of failed tests.

Should the net cost be more or less than the specified amount of the allowance, the Contract would 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 the adjustment to the allowance.

The County's authorized representative shall select a firm, which has a valid standby contract with the County and issue a notice to proceed describing the required services, duration of these services, and the not to exceed amount. Upon notification by the County, the Contractor shall issue a purchase order to the selected firm. The Contractor shall issue the selected firm with conformed contract documents and relevant updates.

### **1. Documentation**

Submit copies of the invoices with each periodic payment request from the firm providing the services. Clearly identify project information, date and type of service. Submit invoice back up for all direct expenses.

Submit reports documenting the results of services provided which verify compliance with the contract requirements.

Schedule of Task Allowances

### **2. Soil, Asphalt and Concrete Testing**

Allow the amount provided in the Bid Schedule for the services of a geotechnical Construction Managing firm and testing laboratory to verify soils conditions including trench excavation and backfill, pile bearing resistance, asphalt coring and density tests, testing of concrete cylinders and other similar issues as directed as directed by the Construction Manager.

### **3. Utility Conflict Resolution**

Allow the amount provided in the Bid Schedule to resolve any unforeseen utility conflicts including relocating and/or replacement. Payment for conflicts with existing utilities shall be made only when the watermain can not be routed to avoid the conflict. No payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance, or relocation of existing utilities, main or services or changing the horizontal or vertical alignment of the watermain.

### **3. Construction Surveying**

Allow the amount provided in the Bid Schedule for construction surveying by an independent surveying firm, selected by the County, to perform horizontal and vertical alignment checks at the discretion of the Construction Manager.

This allowance is solely for the use of the County at the Construction Manager's recommendation for verification of the Contractor's reference points, centerlines, and work performed. The presence of this allowance in no way relieves the Contractor of the responsibility of installing reference points, centerlines, temporary benchmarks, or verifying that the work has been performed accurately.

No payment shall be made for survey work performed by or for the Contractor in the reestablishment of reference points, benchmarks, including their restoration, as well as centerlines or baseline points.

**4. Blast Monitoring**

Allow the amount provided in the Bid Schedule for the services of an independent, qualified specialty subcontractor to monitor the blasting, when directed by the Construction Manager. Payment shall be made based on the provisions of item 2.05 (Rock Excavation in Pipe Trenches) above.

END OF SECTION 001150

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

## 1.01 DESCRIPTION

- A. The Construction Manager will schedule and administer the preconstruction meeting.
- B. The Construction Manager shall schedule and administer periodic progress meetings and specially called progress meetings throughout the progress of the work. The Construction Manager 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 Construction Manager shall preside at the progress meetings, record the minutes, including all significant proceedings and decisions. The Construction Manager 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 Construction Manager 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
  - 3. Section 01340: Shop drawings, Product Data, and Samples

## 1.02 PRECONSTRUCTION MEETING

- A. The Construction Manager will schedule the meeting within 30 days after Notice of Award of Contract.
- B. The location of the meeting will be designated by the Construction Manager.
- C. The following parties shall attend the meeting:
  - 1. County's Representative.
  - 2. Construction Manager and/or Program Manager
  - 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. County'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. Construction Manager, and and/or Program Manager.
  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 NO. 01200

## **SECTION 01310**

### **SCHEDULING OF THE WORK**

#### **1.0 INTRODUCTION**

This Section describes the Construction Scheduling and progress reporting requirements of the Contract. The primary objectives of the requirements are:

1. To insure adequate planning and execution of the work by the Contractor ;
2. To assist the County and Construction Manager in evaluating the progress of the work;
3. To provide for optimum coordination by the Contractor of its sub-contractors, trades, and suppliers, and of its Work with the work or services provided by the County or any separate contractors; and
4. To permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work?
5. To provide for a basis of progress of work for invoicing and payment to Contractor.

#### Contract Term

The Contract will have a Term that is contained in Article \_\_\_\_ of the contract. This term is the maximum time that the Contract is in effect and constitutes the maximum period of time during which the Work can be accomplished and completed without change order. The Contractor shall prepare their detailed Construction Schedule to be less than or equal to the term of the Contract.

#### **2.0 GENERAL SCHEDULING REQUIREMENTS**

- A. The work of this contract shall be planned, scheduled, executed, and reported using the critical path method (CPM). The Contractor shall use one of the following software programs to develop its detailed Construction Schedule:
1. Microsoft Project, latest version
  2. SureTrak Project Manager, latest version
  3. Primavera Project Planner
- B. The detailed Construction Schedule shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with the Contract completion date and interim milestone dates specified. The detailed Construction Schedule shall take into account all foreseeable activities to be accomplished by any separate Contractors or the County, and interface dates with utility companies, the County's operations, and others. The detailed Construction Schedule shall anticipate all necessary manpower and resources to complete the Work within the dates set forth.

- C. Once approved by the Construction Manager, the detailed Construction Schedule will become the Baseline Schedule and Schedule of Record for coordinating the Work, scheduling the Work, monitoring the Work, reviewing the progress payment requests, evaluating time extension requests, and all other objectives listed above.
- D. The Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The detailed Construction Schedule shall represent the Contractor's best judgment of how it will prosecute the Work in compliance with the Contract requirements. The Contractor shall ensure that Detailed Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require.
- E. When there are separate contractors working concurrently on the Project whose work must interface or be coordinated with the Work of the Contractor, the Contractor shall coordinate its activities with the activities of the separate contractors, and the Detailed Construction Schedule shall take into account and reflect such work by others.
- F. The Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by it so that the progress of construction shall be maintained according to the currently approved Construction Schedule for the Work. The Contractor shall notify the Construction Manager in writing, and in a timely and reasonable manner, whenever the Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by the Contractor will be later than the delivery date indicated by the currently approved Construction Schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.

### **3.0 DETAILED CONSTRUCTION SCHEDULE**

- A. Initial D/B Schedule was submitted with the successful Contractor's proposal in response to the D/B RFP. Within 14 days after the Notice to Proceed, the Contractor shall submit a detailed Construction Schedule according to the requirements. The Construction Manager will review the Construction Schedule and will return the reviewed copy within the time-period specified for submittals. If required, the Contractor shall resubmit schedule to the Construction Manager making any required revisions within ten (10) days following the return date, and then again similarly for all such partial approvals and the final approval.
- B. The detailed Construction Schedule shall consist of a time-scaled, detailed network graphic representation of all activities that are part of the Contractor's construction plan and an accompanying listing of activity's dependencies and interrelationships. The detailed Construction Schedule submission shall include, but not be limited to, the following information:
  - 1. Project name
  - 2. The Work shall be divided into logical and identifiable subdivisions called activities. All activities will be assigned to a Milestone. The total cost of the all

- the work represented by all the Milestones shall equal the Total Bid Amount (section 00300). Work shall be further subdivided into Activities as defined below.
3. Activities for all aspects of the work, with durations not exceeding fourteen (14) calendar days for all activities for which the Contractor will perform actual construction work. Material procurement, submittals, concrete curing and other similar activities may exceed fourteen (14) calendar days if approved by the Construction Manager. Related activities, each of duration of five (5) calendar days or less, may be shown as one activity together, if not on the critical path of timely job completion.
  4. The Construction schedule shall indicate the Critical Path for the work. This can be accomplished on the Construction Schedule, on a separate schedule.
  5. Outage schedules for existing utility services, if any, that will be interrupted during the performance of the Work
  6. Acquisition and installation of equipment and materials supplied and/or installed by the County or separate contractors
  7. All start dates, milestones, float and completion dates
  8. An accounting of the number of workdays anticipated to be lost due to weather. This accounting shall be in accordance with allowable days per month provided elsewhere in the Contract Documents.
  9. A tabular report listing all predecessor and successor activities for each activity
  10. A legible time scaled network diagram
  11. A listing of the project calendar, indicating the anticipated days of work performance
  12. A CD-ROM in a form and format acceptable to the Construction Manager, of the detailed Construction Schedule including all required submission information resident in the computer system and containing all of the files associated with the schedule; or a legible spreadsheet report with activity number, description, duration and successor activities.
- C. All Milestones and Activities are to appear on the detailed Construction Schedule shall include, but not be limited to, preliminary construction activities, pre-construction meetings, site work, structure erection, roof close-in, exterior wall systems, paving, major material fabrication and delivery, shop drawings submittals, bi-weekly progress meetings, furniture delivery and installation, equipment delivery and installation, coordination requirements, mock-up installations and inspections, dates of Substantial and Final Completion, Certificate of Occupancy inspection, systems testing and instruction, and special County decision points that impact the Work.
- D. Schedule Reports: Schedule submissions will contain the following minimum information for each activity:
1. Activity number, description and estimated duration
  2. Anticipated start and finish dates
  3. Responsibility for activity
  4. The cost loading values for each activity.
- E. For all major equipment and materials to be fabricated or supplied for the Project, the Detailed Construction Schedule shall show a sequence of activities including:
1. Preparation of shop drawings and sample submissions

2. A reasonable time for review of shop drawings and samples or such time as specified in the Contract Documents
  3. Shop fabrication, delivery and storage
  4. Erection or installation
  5. Testing of equipment and materials.
- F. The Contractor shall submit, as a part of the data submitted to the Construction Manager, a narrative report indicating the anticipated allocation by the Contractor of the following resources and work shifts for each activity which he proposes to be utilized on the Project:
1. Labor resources;
  2. Equipment resources; and
  3. Whether it proposes the Work to be performed on single, double or triple shifts, and whether it is to be done on a 5, 6 or 7 day work week basis. (see work hours)
- G. The Construction Manager shall have the right to require the Contractor to modify any portion of the Contractor's Detailed Construction Schedule, or Recovery Schedule, including cost loading with the Contractor bearing the expense thereof, which the Construction Manager reasonably determines to be:
1. Impractical;
  2. Based upon erroneous calculations or estimates;
  3. Unreasonable;
  4. Not in compliance with other provisions of the Contract Documents;
  5. Required in order to ensure proper coordination by the Contractor of the Work of its sub-contractors and with the work or services being provided by any separate contractor;
  6. Necessary to avoid undue interference with the County's operations or those of any utility companies or adjoining property owners;
  7. Necessary to ensure completion of the Work by the milestone and completion dates set forth in the Contract Documents;
  8. Required in order for the Contractor to comply with the requirements of this Appendix or any other requirements of the Contract Documents; or
  9. Not in accordance with the Contractor's actual operations.

#### **4.0 BASELINE SCHEDULE**

- A. Upon final approval, the detailed Construction Schedule shall be used as a Baseline Schedule. The Baseline Schedule will be change only under the following circumstances after review and approval of the Construction Manager.
1. An approved Change Order to the Work, which constitutes an adjustment to the original scope of work and requires additional time to complete. The baseline schedule will be change to reflect the additional time of the change order.

2. Unavoidable delays, not the fault of the Contractor, contained in a time-only approved Change Order. The baseline schedule will have the additional time added to the schedule.
  3. A Change Order approved by the County that has an additional time extension.
  4. A request by the Contractor for a revision to the Detailed Construction Schedule that does not extend the Acceptance Date beyond the term of the Contract.
- B. It should be noted that delays attributed to the Contractor or failure of the Contractor to make major milestones that require a subsequent recovery schedule does not change the baseline (original) schedule. Recovery schedules, when required, will be used until the project regains the baseline schedule or until the Work is complete, the term of the contract reached or the contract terminated. The baseline schedule remains the baseline unless changed by an approved change order or is revised and equals the term of the contract..

## **5.0 SCHEDULE OF VALUES**

- A. As part of the submission of the detailed Construction Schedule, the Contractor shall submit a breakdown of the expected value of each of the schedule activities for which payment will be requested. Activities shall roll-up into Milestones. . The total cost of all Milestones will be equal to the Total Bid Amount (section 00300). The cost breakdown of the detailed Construction Schedule shall have a direct correlation to the Schedule of Values to be used as the basis for Applications for Payment.
- B. Draw Down Schedule: Upon acceptance, by the County of the Schedule of Values, the Contractor shall prepare and submit to the County a schedule of draw down payments, referred to as Draw Down Schedule, totaling the Total Amount of Bid. This Draw Down Schedule will be used by the County to anticipate the cash flow needed to meet its financial obligations under the Design/Build Contract. Any change in the Schedule of Values, as specified below, will require that the Draw Down Schedule be revised and resubmitted.

## **6.0 UPDATING OF CONSTRUCTION SCHEDULE—DESIGN AND CONSTRUCTION PROGRESS REPORTS**

- A. The Contractor shall submit for the monthly progress report and for all payment requests an update of the Construction Schedule. The Construction Manager will review the Construction Schedule contained in Monthly Progress Report or payment request to determine the Contractor's actual progress. Prepared by the Contractor, said schedule updates shall set forth current and accurate progress data and shall be based upon the Contractor's best judgment. Said schedule updates shall be prepared by the Contractor in consultation with all principal sub-contractor and suppliers.
- B. The updated Schedule shall show the activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining duration and/or estimated completion dates for activities currently in progress, and quantities of

material installed during the reporting period. The Construction Manager will produce a computerized update worksheet for the Contractor to complete as a part of this process.

- C At the monthly progress meeting held in accordance with Appendix 10, a total review of the Project will take place including but not limited to, the following:
1. Current update of the Detailed Construction Schedule
  2. Anticipated detailed construction activities for the subsequent report period
  3. Critical items pending
  4. Contractor's requested changes to the detailed Construction Schedule. These changes shall be accompanied by a change order to the scope of work and term or a change order to the term only.
- E. The Contractor shall submit a narrative with the progress report which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any proposed newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include:
1. A narrative describing actual work accomplished during the reporting period
  2. A list of major construction equipment used on the Project during the reporting period
  3. The total number of men by craft actually engaged in the work during the reporting period, with such total stated separately as to office, supervisory, and field personnel
  4. A manpower and equipment forecast for the succeeding thirty (30) days, stating the total number of men by craft, and separately stating such total as to office, supervisory and field personnel
  5. A list of Contractor supplied materials and equipment, indicating current availability and anticipated job site delivery dates
  6. Anticipated changes or additions to Contractor's supervisory personnel.
- E As part of the updating process, the Construction Manager will calculate, based upon progress data provided by the Contractor and agreed to by the Construction Manager, the value of Work completed based on the sum of the cost loading amounts for all activities, including activities specifically defined for stored materials, less the amount previously paid. Summation of all values of each activity less the appropriate percent of retainage shall be the maximum amount payable to the Contractor, provided that the Contractor has complied with all requirements of the Contract Documents.

## **7.0 RECOVERY SCHEDULE**

- A. Should the updated detailed Construction Schedule, at any time during the Contractor's performance, show, in the sole opinion of the Construction Manager, that the Contractor is fourteen (14) or more days behind schedule for any milestone or completion date for any location or category of work, the Contractor, at the request of the Construction Manager, shall prepare a Recovery Schedule within 5 days, at no additional cost to the County (unless the County is solely responsible for the event or occurrence which has caused the schedule slippage), explaining and displaying how the Contractor intends to reschedule its Work in order to regain compliance with the detailed Construction Schedule.

- B. The Contractor in preparing a recover schedule shall prepare and submit to the Construction Manager a Recovery Schedule, incorporating the best available information from sub-contractors and others that will permit a return to the Detailed Construction (baseline) Schedule at the earliest possible time. The Contractor shall prepare a Recovery Schedule to the same level of detail as the detailed Construction Schedule. The Recovery Schedule shall be prepared in coordination with other separate contractors on the Project.
- C. Within two (2) days after submission of the Recovery Schedule to the Construction Manager, the Contractor and any of the necessary sub-contractors, suppliers, vendors, manufacturers, etc. shall participate in a conference with the Construction Manager to review and evaluate the Recovery Schedule. Each of the participants will give a written commitment to comply with the Recovery Schedule. Within two (2) days of the conference, the Contractor shall submit the revisions necessitated by the review for the Construction Manager's review and approval. The Contractor shall use the approved Recovery Schedule as its plan for returning to the detailed Construction Schedule.
- D. The Contractor shall confer continuously with the Construction Manager to assess the effectiveness of the Recovery Schedule. As a result of these conferences, the Construction Manager will direct the Contractor as follows:
1. If the Construction Manager determines the Contractor continues behind schedule, the Construction Manager will direct the Contractor to prepare a Schedule Revision. If the submitted Schedule Revisions will exceed the term of the Contract then the Contractor must also submit and change order request. This change order request will be for the amount of time the project has been delayed. All conditions effecting the requested change order and liquidated damages or construction claims that might arise from the delay or from the change order must be included in the Change Order request.
  2. If the Construction Manager determines the Contractor has successfully complied with provisions of the Recovery Schedule, the Construction Manager will direct the Contractor to return to the use of the approved detailed Construction Schedule.

## 8.0 SCHEDULE REVISIONS

- A. If the Contractor cannot recover the detailed Construction Schedule via the Recovery Schedule then the Contractor must prepare a Schedule Revision and if this revision extends the detailed Construction Schedule beyond the term of the Contract, a request for a Change Order must be submitted. If the Schedule does not exceed the term of the contract the Construction Manager can approve the revision that now becomes the new Detailed Construction Schedule and Baseline. If the Term of the Contract is exceeded then a Change Order request must be submitted and the schedule revision with reasons for the delay. If the delay is the fault of the Contractor then only the detailed Construction Schedule is revised with the Baseline remaining unchanged. If the delay is County's fault or request or an uncontrollable circumstance then the detailed Construction Schedule and baseline will be revised following approval of the Change Order. Change Orders within Fulton County can take several months. The requests for a Change Order must be well thought out and analyzed to insure that all delays are requested and documented.

- B. Requests for revision will be accompanied by evidence acceptable to the Construction Manager that the Contractor's suppliers, and sub-contractor are in agreement with the proposed revisions. If there are separate contractors on the Project, the approval of the separate contractors shall be obtained to make the proposed schedule revisions. If accepted by the Construction Manager and County, the revisions shall be binding upon the Contractor and all separate contractors on the Project.

## **9.0 FLOAT TIME**

- A. Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the currently approved Construction Schedule. Float or slack time shown on the currently approved Construction Schedule is not for exclusive use or benefit of either the County or the Contractor and is available for use by either of them according to whichever first needs the benefit of the float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays, impact, acceleration or changes in the Work which may arise during performance. The Contractor specifically agrees that the County or Construction Manager in conjunction with their review activities or to resolve Project problems may use float time. The Contractor agrees that there will be no basis for any modification of the milestone or completion dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, delay, impact, acceleration, or change order which only results in the loss of available float on the currently approved Construction Schedule.
- B. Float time shown on any Construction Schedule shall not be used arbitrarily by the Contractor in a manner, which, in the opinion of the Construction Manager, unnecessarily delays separate contractors from proceeding with their work in a way which is detrimental to the interests of the County

**END OF SECTION NO. 01310**

SECTION NO. 01320**PROGRESS REPORTS AND PHOTOGRAPHS**

## 1.01 GENERAL

- A. The Contractor shall submit to the Construction Manager, 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 Construction Manager within 25 calendar days after the date of receipt by the Contractor of Notice to Proceed. Post-construction photographs shall be provided prior to final acceptance of the project. Two(2) 8" x 10" color prints of each photographic shot, for a total of thirty (30) shots shall be submitted for the Pre-Construction and Post-Construction Phases.

As the work progresses, the Contractor shall provide record photographs with negatives of all major components of the construction. The photographs shall be taken at least monthly, or more frequently as necessary to provide an appropriate record of the work. A minimum of three (3) 8" x 10" color prints of each photographic shot, for a total of ten (10) shots shall be submitted monthly 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 Construction Manager. 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.

Additionally, all photos taken shall be provided to the Construction Manager on CD-ROM at the same time that hardcopies are required.

END OF SECTION NO. 01320

SECTION NO. 01340**SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

## 1.01 GENERAL

- A. The Contractor shall submit shop drawings, product data and samples as required by the Contract Documents or as requested by the Construction Manager.
- B. Related Requirements:
  - 1. General Conditions

## 1.02 SHOP DRAWINGS AND PRODUCT DATA

- A. Submit shop drawings, product data, and/or samples covering the following items of work.
  - 1. Paving and surfacing materials
  - 2. Concrete mix design
  - 3. Water pipe material
  - 4. Ductile iron pipe
  - 5. Precast concrete structures
  - 6. Manhole frames, covers and flexible joints
  - 7. Pumps
  - 8. Pump motors
  - 9. Pump controls
  - 10. Electrical equipment
  - 11. Building specialties
  - 12. Valves
  - 13. Chemical Feed and Storage Equipment
  - 14. Structural steel
  - 15. Miscellaneous metals
  - 16. Paints, waterproofing
  - 17. Hoisting Equipment
  - 18. Instrumentation and SCADA Equipment
  - 19. Flow measurement equipment
  - 20. Piping layouts
- B. Submit shop drawings and product data for any additional items of work as necessary for the successful completion of the project.
- C. Shop drawings for any structure shall consist of such detailed plans as may be required for the prosecution of the work but not included in the Drawings. All necessary shop drawings shall be furnished by and through the Contractor. They shall include shop details, erection plans, and bending diagrams for reinforcing steel. Review by the Construction Manager must be obtained before any work involving these plans may be performed. Plans for falsework, centering and form

work may also be required, and such cases shall be likewise subject to review by the Construction Manager.

### 1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Approve shop drawings, product data and samples prior to submission.
- B. Determine and verify:
  - 1. Field measurements and quantities.
  - 2. Field construction criteria.
  - 3. Materials of construction.
  - 4. Catalog numbers and similar data.
  - 5. Conformance with specifications.
- C. Coordinate each submittal with requirements of the work of other submittals and of the Contract Documents.
- D. Notify the Construction Manager in writing, at time of submission, of any deviations in the submittals from the requirements of the Contract Documents in order that, if the deviations are deemed acceptable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Drawings and Specifications even though such shop drawings have been reviewed by the Construction Manager.
- E. Fabrication or work which requires submittals shall not begin until return of submittals after the Construction Manager's review.
- F. Keep one set of approved and reviewed shop drawings on the job site at all times.
- G. Produce the required shop drawings.

### 1.04 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule, and in such sequence as not to cause delay in the work or in the work of any other contractor.
- B. Number of submittals required
  - 1. Shop drawings and product data: The Contractor shall submit seven copies of shop drawings and product data to the Construction Manager for review.
  - 2. Samples: The Contractor shall submit two samples, with tags and properly identified, for each item requiring samples.
- C. Each submission must be accompanied by a consecutively numbered letter of transmittal in duplicate, listing the contents of the submission and identifying each item by reference to Specification Section or Drawing number.
- D. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
  2. The Project title and number.
  3. Contract identification.
  4. The names of:
    - A. Contractor.
    - B. Supplier.
    - C. Manufacturer.
  5. Identification of the product, with the Specification Section number.
  6. Field dimensions, clearly identified as such.
  7. Relation to adjacent or critical features of the work or materials.
  8. Applicable standards, such as ASTM or Federal Specification numbers.
  9. Identification of deviations from Contract Documents.
  10. Identification of revisions on resubmittals.
  11. An 8 inch by 3 inch blank space for Contractor and Construction Manager stamps.
  12. Contractor's stamp shall be initialed or signed, certifying to approval of the submittal, to the verification of products, field measurements and field construction criteria, and to the coordination of the information within the submittal with the requirements of the work and of Contract Documents.
- E. Catalog plates and other similar materials that cannot be conveniently labeled shall be bound in suitable covers bearing the identifying data.
- F. Shop drawings shall be accompanied by all required certifications and other such supporting materials, and shall be submitted in such sequence or in such groups that all related items may be reviewed together. When shop drawings cannot be reviewed because the submission is not complete, or because related shop drawings or items have not been received, such shop drawings will be returned without action or will be held until the lacking materials are received. Any delay to the project resulting from the submission of incomplete shop drawing data shall be the responsibility of the Contractor and shall not constitute grounds for a project time extension.

- G. Other special requirements may be listed in the Specifications and/or given to the Contractor at the preconstruction conference.

#### 1.05 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes to the submittals required by the Construction Manager and resubmit for review.
- B. Shop drawings and product data:
  - 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  - 2. Indicate any changes which have been made other than those requested by the Construction Manager.
- C. Samples: Submit new samples as required for initial submittal.

#### 1.06 DISTRIBUTION

- A. Distribute shop drawings and product data which have been reviewed by the Construction Manager to:
  - 1. Job site file.
  - 2. Subcontractors.
  - 3. Supplier or Manufacturer.
  - 4. As requested by Construction Manager.

#### 1.07 CONSTRUCTION MANAGER'S DUTIES

- A. Review submittals with reasonable promptness and in accordance with the shop drawing schedule.
- B. Affix stamp and initials or signature, and indicate whether the review is complete, or resubmittal is required.
- C. Return submittals to the Contractor for distribution, or for resubmission.

#### 1.08 REVIEW OF DRAWINGS

- A. Review of shop drawings will be general, for conformance with the design concept of the project and compliance with the information given in the Contract Documents, and will not include verification of quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Review shall not be construed as permitting any departure from the Contract requirements, as authorization of any increase in price, or as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist.

- B. Review by the Construction Manager of Contractor's shop drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. The Contractor shall be responsible for agreement and conformity of his shop drawings with the Drawings and Specifications.
- C. Allow a minimum of 30 days for the Construction Manager's initial processing of each submittal. This time frame shall also apply to resubmitted shop drawings.

1.09 PAYMENT

- A. The contract price shall include the cost of furnishing all shop drawings, product data and samples. No extra payment will be made for such drawings, data, and samples.

END OF SECTION NO. 01340

SECTION NO. 01400**CONTROL OF MATERIALS***PART I - GENERAL*

## 1.01 WORK INCLUDED

- A. The Contractor shall submit to the Construction Manager for review a list of the source of supply for all materials and equipment before orders are placed.

## 1.02 RELATED WORK

- A. Section 01310: Construction Schedule
- B. Section 01340: Shop Drawings, Product Data and Samples
- C. Section 01600: Material and Equipment
- D. Section 01630: Substitutions and Product Options

## 1.03 REFERENCE STANDARDS

- A. American Society of Testing Materials (ASTM)
- B. American Concrete Institute (ACI)

*PART 2 - MATERIALS*

## 2.01 QUALITY OF MATERIALS

- A. Suppliers of reinforcing steel, fabricated metal work, and metal castings may be required to submit guarantees of conformity with Drawings and Specifications.
- B. Representative preliminary samples of the character and quantity prescribed may be submitted by the Contractor or manufacturer for examination and tested in accordance with the standard tests of materials.
- C. Only materials conforming to the requirements of the Specifications and approved by the Construction Manager shall be used in the project.
- D. All materials proposed to be used may be inspected or tested at any time during their preparation and use.

- E. If it is found that the sources of supply which have been accepted do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other acceptable sources.
- F. No material which, after acceptance, has in any way become unfit for use shall be used in the work.

## 2.02 TESTING OF MATERIALS

- A. Unless otherwise specified, standard tests of materials shall be in accordance with the Specifications and tests of the American Society of Testing Materials, and by a commercial testing laboratory approved by the Construction Manager.
- B. Reports of tests shall promptly be furnished to the Construction Manager.
- C. Tests shall be arranged by the Contractor with the cost of all tests paid for by the Contractor unless otherwise specified.

## 2.03 MATERIAL SCHEDULE AND TESTS

- A. The following schedule of materials and the standard tests to which each is to be subjected is given for the Contractor's guidance, latest revision of standard specifications shall apply.
  - 1. Portland Cement:
    - A. Any quantity - Certificate of mill test to be furnished by producers of laboratory tests Made as per ASTM C- 150.
  - 2. Sand: For use in Portland Cement Concrete:
    - A. Any quantity - Tests to indicate conformity with ASTM C-33.
  - 3. Stone and Gravel: For use in Portland Cement Concrete: (Coarse aggregate)
    - A. Any quantity - Similar to Sand
  - 4. Portland Cement Concrete: Cylinder Compression Tests of Concrete placed in the work, from three sets of three cylinders from the same batch of concrete for each day's placing of each class of concrete of each 50 cubic yards or fraction thereof. One set shall be broken at seven days, one at 28 days, and one set held in reserve.

5. Ductile Iron Pipe, and Special Castings:
  - A. Any quantity - Certified tests furnished by foundry; field tests for dimensions, coating and holes; hammer test.
6. Structural Steel:
  - A. Any quantity - Field inspection for rust, shape, and dimensions.
  - B. 25 to 200 tons - Independent shop inspection and certified copies of mill tests.
  - C. For structures and Buildings - See ASTM A-36.
7. Concrete Reinforcement Steel:
  - A. Up to 50 thousand pounds - Field inspection for rust, shape and dimensions.
  - B. 50 thousand pounds and up - Independent laboratory inspection as per ASTM A-615 and A-82

END OF SECTION NO. 01400

**SECTION NO. 01410****TESTING LABORATORY SERVICES***PART 1- GENERAL*

## 1.01 SCOPE

- A. This Section includes testing which the County may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications.
- B. This work also includes all testing required by the County to verify work performed by the Contractor is in accordance with the requirements of these Specifications, i.e., concrete strength and slump testing, soil compaction. Etc.
- C. This work does not include materials testing required in various sections of these Specifications to be performed by the manufacturer, e.g., testing of pipe.
- D. The testing laboratory or laboratories will be selected by the County. The testing laboratory or laboratories will work for the County.

## 1.02 PAYMENT FOR TESTING SERVICES

- A. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the County through their respective TASK ALLOWANCE.
- B. The cost of additional testing services not specifically required in the Specifications, but requested by the County or Construction Manager, shall be paid for by the County through the TASK ALLOWANCE.
- C. The cost of material testing described in various sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the County.
- D. The cost of retesting any item that fails to meet the requirements of these Specifications and/or false starts due to the Contractor's failure to properly schedule testing technicians shall be paid for by the Contractor. Retesting shall be performed by the testing laboratory working for the County.

## 1.03 LABORATORY DUTIES

- A. Cooperate with the County, Construction Manager and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.
  - 1. Comply with specified standards, ASTM, other recognized authorities, and as specified.

2. Ascertain compliance with requirements of the Contract Documents.
- D. Promptly notify the Construction Manager and Contractor of irregularity or deficiency of work which are observed during performance of services.
- E. Promptly submit three copies (two copies to the Construction Manager and one copy to the Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor with the following information included:
1. Date issued
  2. Project title and number
  3. Testing laboratory name and address
  4. Name and signature of inspector
  5. Date of inspection or sampling
  6. Record of temperature and weather
  7. Date of test
  8. Identification of product and Specification section
  9. Location of Project
  10. Type of inspection or test
  11. Results of test
  12. Observations regarding compliance with the Contract Documents
- F. Perform additional services as required.
- G. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, or approve or accept any portion of the Work.

#### 1.04 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to Work and/or manufacturer's requirements.
- B. Provide to the laboratory, representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities to:

1. Provide access to Work to be tested;
  2. Obtain and handle samples at the site;
  3. Facilitate inspections and tests;
  4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify the laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
- F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency, or the Construction Manager, and shipped to the laboratory by the Contractor at Contractor's expense.
- G. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Construction Manager.

#### 1.05 QUALITY ASSURANCE

- A. Testing shall be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).

#### 1.06 PRODUCT HANDLING

- A. Promptly process and distribute all required copies of test reports and related instructions to insure all necessary retesting or replacement of materials with the least possible delay in the progress of the Work.

#### 1.07 FURNISHING MATERIALS

- A. The Contractor shall be responsible for furnishing all materials necessary for testing.

#### 1.08 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of, and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

#### 1.09 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

#### 1.10 SCHEDULES FOR TESTING

- A. Establishing Schedule

1. The Contractor shall, by advance discussion with the testing laboratory selected by the County, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
  2. Provide all required time within the construction schedule.
- B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.
- C. When the testing laboratory is ready to test according to the determined schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributable to the delay will be back-charged to the Contractor and shall not be borne by the County.
- 1.11 TAKING SPECIMENS
- A. Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or the Construction Manager.
- 1.12 TRANSPORTING SAMPLES
- A. The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

END OF SECTION NO. 01410



SECTION NO. 01500**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

## 1.01 WORK INCLUDED

- A. The work covered by this Section includes furnishing all labor, equipment, and materials required for temporary control of construction operations.

## 1.02 PUMPING

- A. The Contractor shall furnish and operate pumping and appurtenant piping for dewatering, flow rerouting, or any similar purposes.
- B. Pumping equipment which could disturb the public shall be operated only during a standard work day or as approved by the Construction Manager.
- C. No discharge of raw sewage will be permitted to area water courses under any circumstances.

## 1.03 TEMPORARY FACILITIES

- A. The Contractor shall provide all temporary facilities for water, heat, electric light, and power as required for the work during the entire period of operations. Contractor shall be responsible for payment of utilities costs for the duration of construction.
- B. The Contractor shall provide temporary toilets as required and shall maintain them in a sanitary condition for the duration of the work and remove them at completion.
- C. On or before the completion of the work, the Contractors shall remove all temporary facilities, together with all rubbish and trash, as directed by the Construction Manager.

## 1.04 STORAGE

- A. The Contractor shall secure adequate storage to accommodate the required equipment, vehicles, and materials for the period of performance of the Contract.

## 1.05 CONTRACTOR'S OFFICE (NOT USED IN THIS CONTRACT)

- A. The Contractor shall maintain an office convenient to the site of the work during the period of construction, at which he or his authorized agent shall be while work is in progress. The size of the office shall be as required for general use and to provide space for project meetings. Furnishings shall be provided as necessary. The office shall be provided with telephone service. Copies of the Contract, Drawings and Specifications and approved shop drawings shall be kept on file at this office for reference at any time. The Contractor's attention is directed to Section 01720, Project Record Documents of these Specifications. Notices, instructions, orders, directions or other communications from the Construction Manager, left at this office, shall be considered as received by the Contractor.

## 1.06 COUNTY'S/CONSTRUCTION MANAGER'S FIELD (NOT USED IN THIS CONTRACT)

### 1.07 CONSTRUCTION UTILITIES

- A. The plant permanent lighting and power systems, may be utilized, if available, to provide light and power to construction offices, and for construction purposes. The Contractor shall pay all power company installation and use charges for the electrical energy utilized for the construction related power and light. The Contractor shall make his own arrangements at his own expenses for obtaining the water supply necessary for construction purposes, and he shall pay for all water consumed during construction.

### 1.08 TEMPORARY BUILDINGS (NOT USED IN THIS CONTRACT)

### 1.09 REMOVAL

- A. The Contractor shall remove temporary facilities from the site of the work when so notified by the Construction Manager.

### 1.10 USE OF PREMISES

- A. The Contractor shall not load nor permit any part of any structures to be loaded with a weight which will endanger its safety.
- B. The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to the limits defined by laws, ordinances, permits or directions of the Construction Manager and shall not unduly encumber the premises with his materials.
- C. The Contractor shall enforce the instructions of the Construction Manager regarding signs, advertisements, fire and smoking.

### 1.11 MAINTENANCE DURING CONSTRUCTION

- A. The Contractor shall maintain, at his expense, the work during construction and until final acceptance of all work under the Contract. Continuous and effective work shall be prosecuted day by day, with adequate equipment and forces as required to keep the backfill, pavement, structures, pipe lines and other features in satisfactory and acceptable condition at all times.
- B. In the event the Contractor fails to remedy any unsatisfactory situation, within twenty-four hours after receipt of written notice from the Construction Manager describing the unsatisfactory conditions, the County may be immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the monies otherwise due the Contractor under the Contract.
- C. As an alternative to the above specified maintenance, the cost of all of the items which are not properly maintained may be deducted at the Contract Prices from the current partial payment request even if such items have been paid for in previous estimates.

### 1.12 CLEAN-UP AND DISPOSAL

- A. At the end of each day's operation, the Contractor shall thoroughly clear the work site of all dirt or debris, and generally restore the site to an acceptable condition. Upon completion of the work, all

excess material and rubbish shall be removed from the job site and disposal of. The surrounding construction area shall be left in as good a condition as that which existed prior to construction.

- B. The Contractor shall transport and expeditiously dispose of all materials removed from the construction site. Disposal shall be at a site approved by the Construction Manager at no additional cost to the County, and in a manner consistent with all applicable codes and regulations.

#### 1.13 TRAFFIC CONTROLS

- A. The Contractor shall provide all signs, barriers, markers, and flagmen as required to maintain traffic.
- B. The Contractor shall maintain traffic at all times, as practicable.
- C. No road shall be closed to traffic without the approval of the Construction Manager.
- D. Open trenches adjacent to traveled rights-of-way shall be properly barricaded, bridged, or otherwise maintained safe for traffic.

#### 1.14 ACCESS ROADS

- A. Streets, road and drives used by the Contractor for access to and from the site of the work shall be protected from damage caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period. Any new access road construction shall be all weather and have drainage structures placed as shown or as required.

#### 1.15 RESTORATION OF PAVING

- A. The Contractor shall restore in a neat and acceptable manner all streets, roadways, or other areas where trenches have been opened.
  - 1. Bituminous concrete, and prime and seal paving shall be restored so that the wearing surface and base course shall each be one and one-half times the original thickness.
  - 2. Gravel surfacing shall be restored to its original thickness with a size gravel to match the existing, but in no case shall restored surfacing be less than 4 inches.
- B. The Contractor shall restore concrete curbs, gutters, and walks to the size and shape as were existing. Damaged sections shall be replaced with complete new sections. Patching of damaged sections will not be permitted.

#### 1.16 RESTORATION OF DEVELOPED PROPERTY

- A. The Contractor shall replace or restore as nearly as practicable to their original condition, all clothes line posts, mailboxes, fences, lawns, hedges, shrubs and other such items which have been disturbed by the performance of the work.
- B. The Contractor shall reseed, mulch and maintain trenches in lawn until 4 inch stand of grass has been produced. Seed shall be of the type to produce a stand of grass similar to the existing.

### 1.17 TREE AND PLANT PROTECTION

- A. The Contractor shall preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site.
- B. Temporary barriers to a height of six feet shall be provided around each tree, or around each group of trees, or around plants to be protected.
- C. The Contractor shall carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.
- D. The Contractor shall consult with the Construction Manager, and remove those roots and branches which interfere with construction.
- E. The Contractor shall replace, or suitably repair, trees and plants designated to remain, which have been damaged or destroyed due to construction operation.
- F. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

### 1.18 SOIL EROSION

- A. The Contractor shall be required to take the necessary steps to minimize siltation and soil erosion during construction. This work shall consist of furnishing all labor, equipment, and materials and performing all operations in connections with the construction, installation, and maintenance of all erosion and pollution controls through the use of berms, sediment basins, mulches, hay erosion checks, ditches, debris filters, and other devices.
- B. Temporary pollution control shall be coordinated with the permanent landscape program to assure economical, effective and continuous erosion control throughout the construction period.

END OF SECTION NO. 01500

SECTION NO. 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 County.
- 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 NO. 01540

SECTION NO. 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 County. 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 NO. 01562

**SECTION NO. 01600****MATERIAL AND EQUIPMENT****PART 1 – GENERAL**

## 1.01 SCOPE

- A. These requirements for material and equipment apply, in general, to all equipment. They supplement the detailed equipment specifications. In case of conflict, the detailed material and equipment specification shall govern.

## 1.02 COORDINATION

- A. The Contractor shall assume full responsibility for the coordination of the installation of all equipment, materials and products furnished under these Contract Documents. The Contractor shall be completely responsible for verification that all structures, piping and equipment components furnished by him and/or his subcontractors and suppliers are compatible.

## 1.03 PATENT ROYALTIES

- A. All royalties and fees for patents covering materials, articles, apparatus, devices, or equipment shall be included in prices bid by the Contractor. Attention is directed to the requirements of the General Conditions concerning patents.

## 1.04 ERECTION AND SETTING

- A. The Contractor shall take all measurements necessary to properly fit his work in the field, and he shall be governed by and responsible for those measurements and the proper working out of all details.

## 1.05 SPECIAL TOOLS AND ACCESSORIES

- A. Equipment, including valves and hydrants, requiring periodic repair and adjustment shall be furnished complete with all special tools, instrument, and accessories required for proper maintenance. Equipment requiring special devices for lifting or handling shall be furnished complete with those devices.

## 1.06 PAINTING

- A. Unless otherwise specified in the detailed specifications, all equipment including valves and hydrants shall be hop painted. Shop painting shall consist of preparing surfaces in accordance with the requirements of the manufacturer and applying the manufacturer's standard primer.

## 1.07 TRANSPORTATION HANDLING AND STORAGE

- A. The Contractor shall be responsible for providing satisfactory storage facilities which are acceptable to the Construction Manager. In the event that satisfactory facilities cannot be provided on site, a satisfactory warehouse, acceptable to the Construction Manager, will be provided by the Contractor for such time until equipment, materials, and products can be accommodated at the site.
- B. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and products placed in storage and shall bear all costs of storage, preparation for transportation, transportation, rehandling and preparation for installation.

END OF SECTION NO. 01600

**SECTION NO. 01630****SUBSTITUTION AND PRODUCT OPTIONS*****PART 1 - GENERAL*****1.01 EQUIPMENT BIDS**

- A. Equipment bids shall be submitted in accordance with the procedures set forth in the Instruction to Bidders.

**1.02 MATERIAL AND EQUIPMENT LIST**

- A. Within 30 days after Notice of Award, the Contractor shall submit for approval a complete list of materials and equipment proposed for use in connection with the project. Partial lists submitted from time to time will not be considered.
- B. After any material or piece of equipment has been approved, no change in brand or make will be permitted unless satisfactory written evidence is presented to prove that the manufacturer cannot make scheduled delivery of approved material or that material delivered has been rejected and the substitution of a suitable material is an urgent necessity, or that other conditions have become apparent which indicates that approval of such other material is in the best interest of the County.

**1.03 SUBMISSIONS FOR PRODUCT SUBSTITUTION**

- A. Product substitutions may be proposed by the Contractor in accordance with procedures outlined in the Instructions to Bidders, as indicated by the "or equal" phrase appearing throughout these Specifications, provided the substitute product is equal to or better than named products.
- B. The Contractor shall furnish sufficient detailed information so that an evaluation can be made of any proposed "equal" product. This information shall be submitted with the shop drawings. Submission of inadequate or incomplete information as required to properly evaluate a proposed "or equal" product will be sufficient grounds for rejection. Submission shall include, but is not limited, to the following:
  - 1. Performance capabilities.
  - 2. Materials and construction details.
  - 3. Manufacturer's production and service capabilities.
  - 4. Evidence of proven reliability.
  - 5. Specific references to characteristics either superior or inferior to specified requirements.
  - 6. Detailed estimate of operating and maintenance costs.

**1.04 EVALUATION OF PRODUCT SUBSTITUTIONS**

The information required to be furnished for evaluation of product substitutions will be evaluated as follows:

- A. Performance capabilities, and materials and construction details will be evaluated based upon conformance with the Specifications. Products that do not conform to the Specifications will not be acceptable.

- B. Manufacturer's production and service capabilities, and evidence of proven reliability will be acceptable if the following is furnished:
1. Written evidence that the manufacturer has not less than three years experience in the design and manufacture of the substitute product.
  2. Written evidence of at least one application, of a type and size similar to the proposed substitute product, in successful operation for a period of at least one year.
  3. In lieu of furnishing evidence of a manufacturer's experience and successful operation of an application of the product to be substituted, the Contractor may furnish a cash deposit or bond, which will guarantee replacement if the product furnished, does not satisfy the other requirements specified in this section. The amount of cash deposit or bond will be subject to the approval of the Construction Manager.
- C. Specific reference to characteristics either superior or inferior to specified requirements will be evaluated based on their net effect on the project. Products with any characteristics inferior to those specified will not be acceptable unless offset by characteristics that, in the opinion of the Construction Manager, will cause the overall effect of the product on the project to be at least equal to that of those specified.
- D. The detailed estimate of operating and maintenance costs will be evaluated based on comparison with similar data on the specified products. Proposed substitute products which have an operating and maintenance costs, which, in the opinion of the Construction Manager, exceeds that of the specified products, will not be considered equal and will not be acceptable.

1.05 REIMBURSEMENT

- A. The Contractor shall be responsible for all costs associated with the product substitutions, which require major design changes to related, or adjacent work made necessary by the substitutions.

**END OF SECTION NO. 01630**

**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 WFLA 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 waters 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 County.

*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 Construction Manager.

## *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 Construction Manager.

#### 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 Construction Manager, 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 Construction Manager, 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 Construction Manager may require light sandblasting or other cleaning at no additional cost to the County.
  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 Construction Manager.
- 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 Construction Manager will decide what method of restoration shall be used.

- G. Timing: Schedule final cleaning as approved by the Construction Manager to enable the County to accept the Project.

3.03 CLEANING DURING COUNTY'S OCCUPANCY

- A. Should the County occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the County, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Construction Manager in accordance with the Supplementary Conditions of the Contract Documents.

**END OF SECTION NO. 01710**

**SECTION 01720****PROJECT RECORD DOCUMENTS**

## 1.01 GENERAL

A. The Contractor shall maintain at the site for the County one record copy of:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change orders and other modifications to the Contract.
5. Construction Manager field orders or written instructions.
6. Approved shop drawings, product data, and samples.
7. Field test records.

B. Related Requirements:

1. Section 01050: Construction Layout
2. Section 01200: Project Meetings
3. Section 01340: Shop Drawings, Product Data, and Samples
4. Section 01500: Construction Facilities and Temporary Controls

## 1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. The Contractor shall store record documents and samples in the field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. Documents and samples shall be filed in accordance with Data Filing Format of the Uniform Construction Index.

C. Documents shall be maintained in a clean, dry, legible condition and in good order. Record documents shall not be used for construction purposes.

D. Documents and samples shall be available at all times for inspection by the Construction Manager.

## 1.03 MARKING DEVICES

A. The Contractor shall provide felt tip marking pens for recording information in the color code designated by the Construction Manager.

## 1.04 RECORDING

- A. Each document shall be labeled "PROJECT RECORD" in large printed letters.
- B. Record information shall be kept current with construction progress.
- C. Record Drawings:
  - 1. The Contractor shall keep an accurate record of variations between the work actually provided and that shown on the Contract Drawings. The representation of such variations shall conform to standard drafting practice and shall include such supplementary notes, legends and details as may be necessary for legibility and clear portrayal of the construction.
  - 2. Do not conceal any work until required information is recorded.
  - 3. Following the construction of the project, Contractor shall provide a Record Survey performed by a Registered Professional Land Surveyor. Survey shall accurately reflect installed location, depth, pipe size and other pertinent details. Cost for the survey shall be included in the price bid for pipe and no separate payment will be made for this survey.

#### 1.05 SUBMITTAL

- A. Sketches showing the "Record" information shall be provided monthly to the Construction Manager and submitted with the partial pay request.
- B. The Contractor shall have the complete set of Record Documents certified as to their completeness and correctness by the Resident Inspector and shall deliver the certified Record Documents to the Construction Manager with the final pay estimate.
- C. Each submittal shall be accompanied by a transmittal letter in duplicate, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Title and number of each Record Document.
  - 5. Signature of the Contractor or his authorized representative.

**END OF SECTION NO. 01720**

**SECTION NO. 01730****OPERATION AND MAINTENANCE DATA****PART I – GENERAL****1.01 DESCRIPTION**

- A. The Contractor shall provide six (6) copies of complete and comprehensive technical manuals enabling operators to correctly operate, service and maintain all equipment and accessories covered by the detailed equipment specifications. Each manual shall explain and illustrate clearly and simply all principles and theory of operation, operating instructions, maintenance procedures, calibration procedures, and safety precautions and procedures for the equipment involved. Safety precautions and procedures shall be stressed.

**1.02 SUBMITTAL**

- A. The Contractor shall submit to the Construction Manager for approval two (2) preliminary copies of the manual with all specified material before the work covered by these Contract Documents is 50 percent complete. No payment for greater than 50 percent of the Contract Price will be made until all the preliminary copies of the manual are submitted and the submittal is satisfactory to the Construction Manager. Before the work is 80 percent complete, the Contractor shall submit six copies of each manual complete in detail as specified below. No payment for more than 80 percent of the Contract Price will be made until all the final copies of the manuals are submitted and the submittal is satisfactory to the Construction Manager. The Construction Manager will notify the Contractor in writing of any deficiencies in the manual and will return the manual for completion and/or correction. The Contractor shall submit six copies of any revised or additional data required to complete the manual or as required by the Construction Manager.
- B. At the time of the inspection for substantial completion, the Construction Manager will notify the Contractor of any revisions, corrections or incomplete data required for the satisfactory completion of the Operation and Maintenance Manual is complete and satisfactory to him.

**1.03 CONTENTS OF OPERATION AND MAINTENANCE MANUALS**

- A. The Operation and Maintenance Manual shall contain only information pertinent to the products furnished. The manual shall contain, but not limited to, the following information on all equipment and accessories furnished and installed under these Specifications.

1. Equipment function, normal operating characteristics, and limiting conditions for all equipment furnished.
2. Detailed assembly, installation, alignment, adjustment, and checking instructions for all equipment furnished.
3. Detailed operating instructions for start-up, calibration, routine and normal operation, regulation and control, shutdown and emergency conditions for all equipment furnished.
4. Detailed lubrication instructions for all equipment furnished including identification of lubricant (description, specification and trade name of at least two manufacturers) and diagrams illustrating lubrication points.
5. Detailed guide to “troubleshooting” for all equipment furnished.
6. Detailed parts lists identified by generic title, materials of construction and part number (actual manufacturer’s number, not supplier’s), list of recommended spare parts identified as specified above, predicted life of parts subject to wear, and an exploded view of each equipment assembly for all equipment furnished.
7. Detailed disassembly, overhaul, and reassembly instructions for all equipment furnished.
8. As installed piping diagrams with the location and function of each valve.
9. Electrical and instrumentation schematics for all equipment furnished, including motor control centers, control panels, and instrument panels.
10. List of all special tools required and description of their use for all equipment furnished. Special tools include any tool not normally available in an industrial hardware or mill supply house.
11. Detailed preventive maintenance procedures for all equipment furnished.
12. Detailed list of electrical relay settings and control and alarm contact settings.
13. One copy of all record shop drawings and Construction Managering data for all equipment furnished.
14. Performance and characteristic operating curves for all equipment furnished.
15. List of names and addresses of nearest service centers for parts, overhaul and service.

16. One copy of any instructions and part lists attached to equipment when delivered.
17. One copy of each warranty or bond issued.
18. Equipment data sheets listing nameplate data, location, equipment numbers, spare parts furnished, names and addresses of suppliers and manufacturers and other pertinent information for all equipment furnished.
19. Preventive maintenance schedules specifying daily, weekly, monthly, quarterly, semi-annual or annual lubrication and other preventive maintenance for all equipment furnished.

#### 1.04 ASSEMBLY OF MANUALS

- A. Each copy of the manual shall be assembled in one or more loose leaf binders, each with title page, typed table of contents, typed list of tables, typed list of figures, and heavy section dividers with copper reinforced holes and numbered plastic index tabs. Binders shall be 3-ring hardback type, black in color, with transparent vinyl front cover and zipper suitable for inserting identifying cover and with a transparent vinyl pocket on the spine for label. All sheets shall be punched for binding; composition and printing shall be arranged so that punching does not obliterate any data. The cover and binding edge of each manual shall have the project number and title, specification division number and title, and manual title printed thereon, all as approved by the Construction Manager.
- B. All copies of shop drawings, figures, and diagrams shall be reduced to either 8-1/2 by 11 inches or to 11 inches in the vertical dimension and as near as practicable to 17 inches in the horizontal dimensions. Such sheets shall be folded to 8-1/2 by 11 inches. The manual and other data shall be printed on top quality paper, 8-1/2 by 11 inches size with standard 3-hole punching. Binders shall be labeled Vol. 1, Vol. 2, etc., where more than one is required. The table of contents for the entire set, identified by volume number, shall appear in each binder. Text, figures and drawings shall be clearly legible and suitable for dry process reproductions.

#### 1.05 INSTRUCTION OF COUNTY'S PERSONNEL

- A. Prior to final inspection or acceptance, the Contractor or manufacturer's representative shall fully instruct the County's designated operation and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.
- B. The Operation and Maintenance Manual shall constitute the basis of instruction. Review contents of the manual with personnel in full detail to explain all aspects of operations and maintenance.

#### 1.06 PAYMENT

- A. No separate payment will be made for the Operation and Maintenance Manual or the instruction of the County's personnel; the cost of said manual, instruction of personnel shall be included in the Contract Price.

END OF SECTION NO. 01730

**SECTION NO. 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 County.
- B. The Contractor shall warrant for a period of one year from the date of County's written acceptance of certain segments of the Work and /or County'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 County will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such defects, the County 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 County, 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 County.
- 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 County of the road to make such repairs, the Contractor shall reimburse the County 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 County 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.

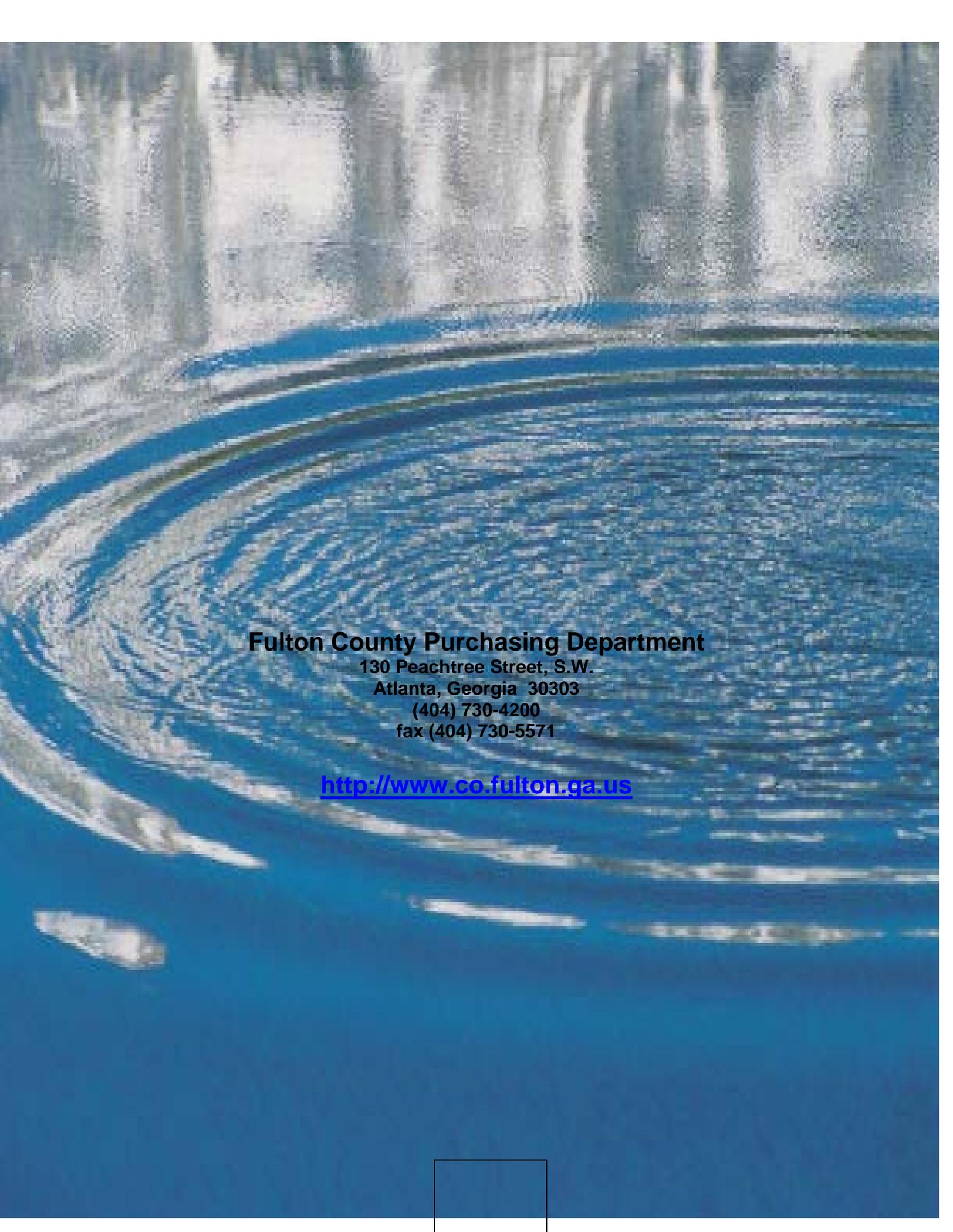
**END OF SECTION**

**SECTION NO. 01760****SPARE PARTS AND SPECIAL TOOLS****PART 1 – GENERAL**

## 1.01 DESCRIPTION

- A. The Contractor shall furnish complete spare parts and special tools for each type of equipment, including valves and hydrants, supplied under this Contract. Part and special tools shall be packaged securely and labeled as to content and application.
- B. Spare parts and special tools are defined as all parts and appurtenances identified in the equipment manufacturer's current published parts list and operation and maintenance literature as spare parts and special tools recommended for that item of equipment. Parts and appurtenances identified as "optional" or otherwise identified by words or symbols of similar meaning shall be considered spare parts and special tools and shall be furnished.
- C. One complete set of spare parts shall be furnished for each group of two or less items of identical equipment.
- D. Shop drawings submitted for all items of equipment shall include complete current published parts information, which shall clearly show the manufacturer and sub manufacturer's recommended spare parts.
- E. Any spare parts and special tools in addition to the above requirements shall be furnished when specifically specified.
- F. The cost for spare parts and special tools shall be included in the bid prices for the equipment and no extra payment will be made for spare parts.

END OF SECTION NO. 01760



**Fulton County Purchasing Department**

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