

Invitation to Bid

No. 17-100810

ANNUAL WATER AND SEWER CONSTRUCTION CONTRACT

for

Department of Watershed Management



DeKalb County
G E O R G I A

Issue Date: January 31, 2017
Pre-Bid Conference: February 23, 2017 at 11:00 A.M.
Bid Due Date and Time: March 13, 2017 at 3:00 P.M.

Procurement Agent: Darrell Releford,
dreleford@dekalbcountyga.gov
404-687-3943

Location: Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, GA 30030

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REQUIRED DOCUMENTS CHECKLIST

| Required by owner | | Initial each required entry and submit the item |
|--------------------------|---|--|
| <input type="checkbox"/> | Required Documents Checklist | |
| <input type="checkbox"/> | Addendum | |
| <input type="checkbox"/> | Acknowledgment of Bidder | |
| <input type="checkbox"/> | Business License | |
| <input type="checkbox"/> | Utility Systems Contractors License | |
| <input type="checkbox"/> | Utility Foreman’s Certificate | |
| <input type="checkbox"/> | Utility Manager’s Certificate | |
| <input type="checkbox"/> | Bid Price Form | |
| | Statement of No Bid (if applicable) | |
| <input type="checkbox"/> | Bidders Qualification Form | |
| <input type="checkbox"/> | Contractor Reference and Release Form | |
| <input type="checkbox"/> | Subcontractor Reference and Release Form | |
| <input type="checkbox"/> | Subcontractor Information Form | |
| <input type="checkbox"/> | First Source Jobs Ordinance Acknowledgement | |
| <input type="checkbox"/> | New Employee Tracking Form | |
| <input type="checkbox"/> | Business Service Request Form | |
| <input type="checkbox"/> | Employment Roster Reporting Form | |
| <input type="checkbox"/> | LSBE forms (Exhibit A, Checklist for Good Faith Efforts, LSBE Schedule of Participation MBE/WBE Opportunity Tracking Form, Exhibit B) | |

| | | |
|--------------------------|---|--|
| <input type="checkbox"/> | Certificate of Corporate Bidder | |
| <input type="checkbox"/> | Certificate of Authority – Joint Venture | |
| <input type="checkbox"/> | Bidder’s Affidavit of Compliance | |
| <input type="checkbox"/> | Bid Bond with Power of Attorney for full amount of Bid Bond | |
| <input type="checkbox"/> | Contractor Affidavit and Oath of Successful Bidder | |

*This form must be submitted with the Bid. It is provided for bidder's use in ensuring compliance with all required documentation.

ACKNOWLEDGEMENT OF BIDDER

I _____ have had the opportunity to review and have reviewed this Bid Document Package dated _____, 20__ in its entirety and I agree that it is accurate and complete. I _____ am duly and properly in office and I am fully authorized and empowered to execute this Acknowledgement for and on behalf of the Contractor.

By: _____(SEAL)
Signature

Name (Typed or Printed)

Title

Name of Business

Federal Tax I.D. Number

ATTEST:

Signature

Name (Typed or Printed)

Title

ADVERTISEMENT FOR BIDS

DEKALB COUNTY, GEORGIA

INVITATION TO BID (ITB) No. 17-100810

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, no later than **March 13, 2017 at 3:00 P.M. EDT.**, at which time and place they will be publicly opened and read aloud, for furnishing all labor, materials, equipment, and all things necessary - pursuant to Drawings, Specifications, conditions, etc., for **ITB No. 17-100810 Annual Water and Sewer Construction Contract** ("the Project").

ONE ORIGINAL BIDDER'S UNIT PRICE FORM AND TWO IDENTICAL COPIES MUST BE SUBMITTED ON THE DATE AND AT THE TIME AND PLACE PRESCRIBED ABOVE IN A SEPARATE SEALED ENVELOPE. THE BIDDER'S UNIT PRICE FORM MUST BE IN A SEPARATE SEALED ENVELOPE OR THE BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD.

Contract Documents, Drawings, and Specifications for this Work are on file and open for inspection at the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030. Bids will be considered only from experienced and well-equipped contractors.

DeKalb County Department of Watershed Management (DWM) Design and Construction Standards can be purchased for \$25 from DeKalb County's DWM: 4572 Memorial Drive, Decatur, Georgia 30032, phone number (770) 414-2383. All bids/proposals shall be evaluated in accordance with applicable DeKalb County rules, regulations and laws.

MANDATORY PRE-BID CONFERENCE

A **mandatory Pre-Bid Conference** will be held at 11:00 A.M. on **February 23, 2017 at Department of Watershed Management 4572 Memorial Drive, Decatur, Georgia 30032.** The purpose of the mandatory Pre-Bid Conference is to provide Bidders with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Watershed Management, the Department of Local Small Business Enterprise ("LSBE"), Office of Workforce Source and the Department of Risk Management, Owner Controlled Insurance Program ("OCIP") available at the conference to discuss this project and to answer any questions. Bidders are strongly encouraged to attend and participate in the pre-bid conference.

QUESTIONS

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing by the following method: via email to Darrell Releford at dreleford@dekalbcountyga.gov no later than **February 28, 2017 at 4:00 P.M. EDT.** Questions and requests for interpretation received by the

Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES IN BIDDING, AND TO READVERTISE.

This 31st day of January, 2017

By: 

Darrell Releford
Procurement Agent
Department of Purchasing and Contracting

INSTRUCTIONS TO BIDDERS

INTRODUCTION

DeKalb County Government (hereinafter referred to as “the County”) is seeking a bid) from qualified individuals and firms (hereinafter referred to as “Vendor, Contractor or Bidder”) to provide the County with the Annual Water and Sewer Construction Contract for DeKalb County Department of Watershed Management.

GENERAL

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on the **13th day of March, 2017**. Sealed Bids shall be submitted on the form furnished by the County and shall be submitted in **triplicate**, designated as original or copy. **ONE ORIGINAL BID AND TWO IDENTICAL COPIES MUST BE SUBMITTED ON THE DATE AND AT THE TIME AND PLACE PRESCRIBED ABOVE.**

Complete Drawings, Specifications and Bid forms can be downloaded from the DeKalb County Purchasing and Contracting’s website at:

http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html.

Bids will be considered only from experienced and well-equipped contractors. Prior to beginning construction, the successful Bidder will file with the County a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the County; and furnish satisfactory proof of carriage of the insurance required.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference and will be held at **11:00 A.M. on the 23th day of February at 4572 Memorial Drive, Decatur, Georgia 30032**. Bidders are strongly encouraged to attend and participate in the mandatory pre-bid conference. For information regarding the pre-bid conference, please contact Darrell Releford, Procurement Agent, at (404)687-3943 or dreleford@dekalbcountyga.gov.

SUBMITTING BIDS

Bids are to be submitted on the proper unaltered forms, and shall be addressed to the DeKalb County Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, sealed, dated and enclosed in an envelope or package appropriately marked on the outside with the name of the Bidder, the Invitation to Bid Number, Project Name, and the due date and time.

BUSINESS LICENSE

Bidder is requested to submit a copy of its current, valid business license with its Bid. If the Bidder is a Georgia corporation, Bidder is requested to submit a valid county or city business license. If Bidder is a joint venture, Bidder shall submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder is requested to submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Bidder holds a professional license, then Bidder is requested to submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the proposed Bid being deemed non-responsive.

UTILITY SYSTEMS CONTRACTOR'S LICENSE

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its or its subcontractor's Georgia Utility Systems Contractor's License, Utility Manager's Certificate, and Utility Foreman's Certificate. All licenses and certificates must be issued in the name of the person or entity that will perform the utility work. If a subcontractor's Georgia Utility Systems Contractor's License is submitted with the Bid, the subcontractor must be listed as such on appropriate Bidder's Price Form/Lump Sum Price or Bidder's Price Form/Unit Price. All licenses and certificates must be current, valid, and issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format shall result in the proposed Bid being deemed non-responsive.

NASSCO PACP CERTIFICATION

Bidder must provide a copy of its supervisor and field crew leaders' current, valid National Association of Sewer Companies (NASSCO) Pipeline Assessment & Certification Program (PACP) certification and Manhole Assessment Certification Program (MACP) with its Bid. Failure to provide this certificate in this format shall result in the proposed Bid being deemed non-responsive.

QUESTIONS, ADDENDA AND INTERPRETATION

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting, via email to Darrell Releford, dreleford@dekalbcountyga.gov, no later than **4:00 P.M. on February 28, 2017**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda. Other than questions asked and answered at the pre-bid conference, no answer to a question or interpretation of the meaning of the Contract will

be made orally to any Bidder. For questions and requests for interpretation after the pre-bid conference, each response shall be given in written addendum, separately numbered and dated, and published on the County website in sufficient time for interested parties to review. The County shall be the sole determiner of sufficiency of time.

ACKNOWLEDGMENT OF ADDENDA

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the Bid. Acknowledgments must be received by the County before the Bid opening time and date. Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. All addenda issued for this Project may be found on DeKalb County's website, <http://www.dekalbcountyga.gov/purchasing/index.htm>.

AUTHORITY TO SIGN

If a Bid is submitted by an individual, his/her name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Bidder in the form attached to the Bid Document Package must be executed and submitted with the Bid. If submitted by a joint venture, the Certificate of Authority – Joint Venture in the form attached to the Bid Document Package must be executed and submitted with the Bid. A post office box is not acceptable as a physical mailing address. The legal and proper name of the proprietorship, corporation, or partnership submitting the Bid shall be printed or typed in the space provided on the Certificate of Corporate Bidder.

BID GUARANTEE TO ACCOMPANY BID

Each Bid must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the amount of the Bid. The Bid Guarantee may be in the form of a Bid Bond on the form provided in the Bid Document Package. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Superior) with a Financial Size Category of XIII or better.

VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES

Bidder shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term. All documents are required prior to commencement of work.

The Bidder shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A (Excellent) with a Financial Size Category of VIII or better with coverage forms acceptable to Contractor.

The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Bidder. Such additional insured coverage shall be endorsed to Bidder's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage. All coverages required of the Bidder will be primary over any insurance or self-insurance program carried by the County.

If the Bidder is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor. Such certificates should be sent to the County and must identify the "Certificate Holder" as follows:

DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

Workers Compensation Insurance. Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:

Employer's liability insurance by accident, each accident
\$1,000,000
Employer's liability insurance by disease, policy limit
\$1,000,000
Employer's liability insurance by disease, each employee
\$1,000,000

Commercial General Liability Insurance. Commercial general liability insurance is to be provided with limits not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage liability
\$1,000,000 personal and advertising injury liability
\$2,000,000 general aggregate
\$2,000,000 products-completed operations aggregate
\$ 100,000 damage to rented premises (each occurrence)
\$ 5,000 medical expense (any one person)

Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence
\$5,000,000 aggregate

Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.

BUILDERS’ RISK INSURANCE COVERAGE

DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides “All-risk” form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

| | |
|---|------------------------------|
| Property in Transit | \$1,000,000 |
| Property in Offsite Storage | \$1,000,000 |
| Plans & Blueprints | \$25,000 |
| Debris Removal | 25% of Insured Physical Loss |
| Delay in Completion / Soft Cost | TBD |
| Ordinance of Law (Increased Cost of Construction) | \$1,000,000 |
| Flood and Earthquake | TBD – Full Contract Value |
| Deductibles: | |
| Flood and Earthquake | \$25,000 |
| Water Damage other than Flood | \$100,000 |
| All other Perils | \$10,000 |

OCIP INSURANCE COVERAGE

OCIP Insurance Coverage in connection with the Work, and for the Contractor and those subcontractors deemed eligible by the County for participation, the County will implement an Owner Controlled Insurance Program (“OCIP”), providing certain insurance coverages as detailed herein. The insurance coverages provided by the OCIP apply only to Work performed on the Project site. The Contractor and its Subcontractors shall provide their own insurance for off-site activities. The Builder’s Risk/All Risk Property Insurance component of the OCIP will expressly exclude coverage on Contractor’s and Subcontractors’ machinery, tools, and equipment not destined to become a part of the Project Work.

OCIP MANUAL OF INSURANCE PROCEDURES

The OCIP coverage provided by the County shall be further detailed in, and the Contractor requirements with respect to the OCIP shall be described in, the General Liability Wrap-Up Manual (“the Manual”) to be incorporated into the Contract Documents. This Manual includes information on the following OCIP coverages:

Commercial General Liability, Excess Liability, and Builder's Risk/All Risk Property Insurance.

EXCLUSION OF CONTRACTOR INSURANCE COSTS

Because the County is providing specific limits of General Liability, Excess Liability and Property Coverage (for eligible workers), following enrollment in the OCIP the Contractor shall exclude all General Liability, Excess Liability, and Property Coverage (Builder's Risk) costs from the Contract Price and its bid for itself and for all included Subcontractors. The Contractor warrants, for itself and all included Subcontractors, that all such on-site insurance costs for the coverages listed above shall be excluded in their entirety from the Contract Price, and no such coverage is duplicated by the Contractor or any Subcontractor of any tier. The Contractor and its Subcontractors shall make available to the County all documentation deemed necessary by the County in order to verify this cost exclusion. If requested by the County, the Contractor shall provide complete copies of its and its Subcontractors' current insurance policies in order to assist in the verification of the accuracy of the exclusion of insurance costs and to verify the accuracy of the information provided by the Contractor and its Subcontractors in the Owner Controlled Insurance Program (OCIP) Contractor Bidding Instructions.

RIGHTS RESERVED

The County reserves the right to reject any or all Bids, to waive formalities, and to re-advertise. The County reserves the right to decide which Bid will be deemed lowest and best. For consideration as a responsible Bidder, the proposed Bidder shall, among other qualifications, demonstrate in its Bid that it has been the general contractor engaged in construction and successful completion of facilities of similar character and magnitude for at least **(10) years**, and shall demonstrate the financial ability to perform the required Work. Bidder may be required to submit evidence setting forth qualifications which demonstrates being a responsible Bidder. A list of work of similar character successfully completed within the last **(10) years** may be required as set forth in the Invitation to Bid giving the location and size of each project. Bidder shall complete the Reference and Release Form attached in the bid document package. In addition, the Bidder shall submit upon request by the County, a list of equipment available for use on this Work with its Bid. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection as non-responsive. No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

AWARD OF CONTRACT

The County anticipates awarding multiple annual contracts with no guaranteed minimum or maximum amount of work. Some contracts will include small diameter pipe work for pipes $\leq 16''$. Other contracts will include large diameter pipe work for pipes $\geq 16''$. The intent is to award multiple contracts for each of the scopes of work. The County reserves the rights to reduce or increase the proposed annual awards.

The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the County, price and other factors considered. The County is entitled to make the determination in its sole discretion. The Contract between the County and the Contractor shall be executed in the form attached to the bid document package Exhibit 1 and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Superior) with a Financial Size Category of XIII or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The Contractor shall be required to furnish the County with satisfactory proof of coverage of the insurance specified in the Contract. Such proof shall include copies of policies, declarations, endorsements, riders, and other applicable documents, as well as certificates of insurance.

FAILURE TO EXECUTE CONTRACT

The County shall have sixty (60) days after the time set for openings of Bids to notify a Bidder of the County's acceptance of the Bid and its intent to award the Contract to such Bidder. If the County so notifies a Bidder and the Bidder fails to enter into the Contract in the form attached to the bid document package as Exhibit A within ten (10) days of receiving such notice, or fails within that time to provide the required Payment and Performance Bonds and proof of required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the County as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder, and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

TIME AND LIQUIDATED DAMAGES

Construction must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed, by signing and inserting the acknowledgement date on the Notice to Proceed. Contractor shall fully complete the Work within one (1) year with two (2) one (1) year renewal options from and including the acknowledgement date. For failure to complete the Work within this period, the Contractor shall pay the County liquidated damages in the amount of \$1,000.00 Dollars) for each day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

LOCATIONS AND SITE

The site of the proposed Work is at the stated location(s) within DeKalb County, Georgia. By submitting a Bid, the Bidder accepts the site in its present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. The Bidder shall, before submitting a Bid, visit the site and acquaint itself with the actual conditions and the location of any or all obstructions that may exist on the site. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all of the documents comprising the Contract and bid document package. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid. The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the County. If applicable to the Work, all easements and rights-of-way documents are available for inspection in the office of the GIS Department located 4532 Memorial Drive, Decatur, GA 30032. The Contractor shall not be entitled to damages and agrees not to make any claim against the County, its officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

LOCAL SMALL BUSINESS ENTERPRISE ORDINANCE

The Chief Executive Officer and the Board of Commissioners of DeKalb County recognize that it is important to encourage small and local businesses to participate in the business of County government; participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents; therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by enacting the Local Small Business Enterprise (LSBE) Ordinance, Code of DeKalb County, as revised 1988, §2-200 *et seq.* ("LSBE Ordinance") and implementing the LSBE program. For further details and an explanation of the LSBE Exhibits, please review the attached LSBE Program Information Sheet which includes the required LSBE Exhibits. The LSBE Program Information Sheet is a summary of the LSBE program and is provided as a service to potential County vendors. For the full and complete requirements of this program, potential vendors are directed to consult the LSBE ordinance itself. Completion of LSBE Exhibits A and B are MANDATORY. Failure to fully complete and submit LSBE Exhibits A and B with a Bid/Proposal may result in the Bid/Proposal being rejected as non-responsive. Failure to

fully complete and timely submit LSBE Exhibit C during the contract term may be cause for termination of the Contract. A copy of the County's Certified Vendor List can be located on the County's website at: <http://www.dekalbcountyga.gov/>.

FIRST SOURCE JOBS ORDINANCE

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement (Attachment D) and New Employee Tracking Form (Attachment E) and submit with the bid. The County's First Source Business Service Request Form (Exhibit F_) and Employment Roster reporting form (Exhibit G_) are included in the ITB. For more information on the First Source Jobs Ordinance requirement, please contact DeKalb Work Source Georgia at [.dekalbcountyga.gov/worksource-dekalb](http://www.dekalbcountyga.gov/worksource-dekalb) or 404-687-3400.

ETHICS RULES

To the extent that the Organizational Act, Section 22A, the code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, or the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.

FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION

All qualifying Contractors and Subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Bid to be considered, it is mandatory that the Bidder's Affidavit of Compliance with O.C.G.A. §13-10-91 included as page ___ be completed and submitted with the Bid.

GEORGIA OPEN RECORDS ACT

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or

request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. Bidders will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq. Bidders may wish to consult an attorney or obtain legal advice prior to making a submission.

RIGHT TO AUDIT

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

STATEMENT OF "NO BID"

If you are **NOT** submitting a bid in response to this ITB, please complete the Statement of "NO BID" form on page 114_ and return via via e-mail to dreford@dekalbcountyga.gov. Your response to the Statement of "NO BID" is very important to the Department of Purchasing & Contracting when creating future Invitation to Bid Invitation No. 17-100810

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MINIMUM SPECIFICATIONS

1.1 Required License

- A. Georgia Utility Systems Contractor's License (Required Submittal)

1.2 Changes in the Agreement

- A. If and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Agreement Documents (a "discrepancy"), Contractor shall immediately notify the Owner in writing and seek clarification from the Owner (within 24 hours of discovery). In the event that the Owner fails to clarify such discrepancy within a reasonable time under the circumstances, Contractor shall proceed with the Work and give precedence to the Agreement Documents in the following order of priority:
 - (1) Written modifications (including without limitation Change Orders) issued after execution of the Agreement;
 - (2) Addenda issued in writing prior to the execution of the Agreement;
 - (3) the Agreement;
 - (4) Addendum, if any, to the General Requirements and Special Conditions;
 - (5) Special Conditions (3.06 B);
 - (6) General Requirements;
 - (7) Specifications (3.06 A);
 - (8) Plans and Drawings

1.3 Minimum Qualification Requirements

- A. All bidders shall meet the Minimum Qualification Requirements outlined herein. At its sole discretion, the County may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any Bidder that does not satisfy all the Minimum Qualification Requirements may be rejected.
- B. The County reserves the right to select more than one Contractor in order to fulfill the requirements of the Scope of Work for this project. The County is under no obligation to exclusively award this work to a single bidder nor is the County bound to a minimum contract amount. The County reserves the right to select the Contractor based on bid price, qualifications, previous experience or any combination thereof.

C. Minimum Personnel Experience

1. **Project Manager** - Shall have a minimum of ten (10) years' experience in this role, successfully performing project assignments of similar size and complexity, including safe work practices. Shall have successfully performed in this role on construction projects including preparation of reports, management of field-monitoring, management of field-personnel, quality assurance and shall have the authority to commit the necessary resources of the Contractor.
2. **Project Superintendent** – Shall have a minimum of five (5) years' experience in this role, successfully performing project assignments of similar size and complexity, including safe work practices. Shall have the ability to manage multiple field crews. Shall have received proper training on applicable equipment and in activities appropriate for this project.
3. **Safety Engineer** - Shall have a minimum of three (3) years' experience in this role and the capability to establish a Safety Program that as a minimum meets the requirements in the OSHA standards. Shall have been successful at meeting the Industry standards in all OSHA parameters. The Bidder must have achieved an experience modification rate (EMR) of not greater than 1.0 for the current and past two (2) years.
4. **Data Manager** - Shall have a minimum of three (3) years' experience in this role. Shall have successfully performed in the management of inventory and condition assessment projects of similar size and complexity including preparation of reports, management of field-data collection, analysis, data management, GIS, Quality Assurance.
5. **Public Information Officer** – Shall have a minimum of one (1) year of experience in performing this type of work on similar projects. Shall have been employed on at least one (1) satisfactorily completed water distribution or sanitary sewer construction project. Shall have had the responsibilities of receiving, logging, tracking, responding and resolving customer/citizen complaints and claims, providing notices to and personal interaction with affected customers/citizens regarding project impact and projected work schedules of the Contractor.

1.4 Project Description

This Contract comprises Work associated with the installation and repair of water and sewer pipes, valve installations, construction in a right of way, manholes and structures, sewer bypass systems, traffic control safety, restoration of streets, erosion control, and shoring techniques which meet OSHA requirements. The work also includes the use of trenchless rehabilitation techniques. The Work will be performed on an on-demand basis as authorized by DeKalb County, Department of Watershed Management (DWM), by the use of work orders. This contract will be awarded as an annual contract, with no guaranteed minimum or maximum amount of work. DWM has not mandated the use of any specific type of equipment or methods, however; the Contractor shall utilize the nationally recognized NASSCO published PACP and MACP standards for conducting all Post Rehab Inspections. The Contractor's equipment shall be reliable and efficient. Protection of all existing utilities impacted during construction is required.

1.5 Project Location

The Work will take place in various locations of DeKalb County. The limits of the Work are not defined. Probable work assignments include the potable water supply and distribution system as well as the wastewater collection and transmission system.

1.6 Scope of Work

A. Potable Water Supply & Distribution System (Water)

The Water system Work to be performed under this Contract consists of providing pipe replacement and repair services in accordance with the General Requirements of section 3.07. The Work consists of furnishing and installing labor, materials, tools, equipment and incidentals required for pipe laying and repair services. Pipe replacement and repair services may include but not be limited to new distribution main installation, replacement and or repair of distribution mains and appurtenances using a variety of pipe materials, sizes, and joint types throughout the County's distribution system. The Work also includes, but is not limited to installation, disinfection, and testing of water mains of various sizes; installation of valves and fire hydrants; small meter relocation; removal and replacement of asphalt/ concrete paving, sidewalks, curb and gutter, driveways and bridge attachments.

B. Wastewater Collection & Transmission System (Sewer)

The Sewer system Work to be performed under this Contract consists of providing repair and or replacement of sanitary sewers in accordance with the General Requirements of Section 2.0. The Work consists of completing necessary repairs to linear sewer infrastructure utilizing alternate repair techniques, as approved, Jack-and-Bore, manhole rehabilitation, lateral replacement, rehabilitation, and any other methods deemed necessary.

Various pipe materials and appurtenances will be utilized as required per the General Conditions. Work shall be comprised of necessary cleaning involving removal of silt, which is defined as any and all solid or semi-solid materials, including fine and granular material, such as sand, grit, gravel, and rock as well as debris, grease, oil, sludge, slime, or any other loose material or deposits lodged in the manhole or sewer. It also involves removal of invading roots, corroded concrete, corroded manhole rungs, corroded ladders, intruding laterals and any other extraneous debris. The Work also includes the furnishing of all plant, labor, materials, equipment and supervision and performing all operations involved in the construction of sanitary sewer mains.

The Contractor will receive a Work Order from the County to activate the Work (See Appendix B as an example). The Work Order will state the type of work required to be executed for the particular asset. Once the Work Order has been completed the Contractor will return the Work Order with the appropriate documentation (post video inspection of a line or post digital pictures of a manhole, etc.) to the County's Project Manager.

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2.0 GENERAL CONDITIONS

A. The Contractor shall comply with the following Reference Specifications/ Standards:

| Item | Title | Edition |
|-------------|---|----------------|
| 1 | Department of Watershed Management Design Standards, Potable Water Main, Gravity Sanitary Sewer, and Sanitary Sewer and Force Main Design Standards | Latest Edition |
| 2 | 2009 Edition, version 1.0 & latest amendments | Latest Edition |
| 3 | Supplemental Specifications Modifying the 1993 Standard Specifications for Construction of Roads and Bridges | Latest Edition |
| 4 | Erosion and Sedimentation Act of 1987 | Latest Edition |
| 5 | Bridge and Structures Design Manual | Latest Edition |
| 6 | Manual for Erosion and Sediment Control in Georgia. | Latest Edition |
| 7 | Manual on Uniform Traffic Control Devices for Streets and Highways | Latest Edition |
| 8 | American Society for Testing and Materials, (ASTM) | Latest Edition |
| 9 | American Water Works Association (AWWA) | Latest Edition |
| 10 | The American Association of State Highway and Transportation Officials (hereinafter AASHTO) | Latest Edition |
| 11 | National Sanitation Foundation (NSF) | Latest Edition |
| 12 | American Concrete Institute (ACE) | Latest Edition |
| 13 | 33 Code of Federal Regulations (CFR) parts 323 and 328 | Latest Edition |
| 14 | CFR Part 110, et al | Latest Edition |

B. The Contractor shall comply with the following Technical Specifications:

Unless otherwise directed, all work performed under this Contract shall be in accordance with:

- a) DeKalb County Department of Watershed Management, Potable Water Main, Gravity, Sanitary Sewer, and Sanitary Sewer and Force Main Design Standards, Latest Edition
 - b) State of Georgia Department of Transportation Standard Specifications for the Construction of Roads and Bridges, dated June 21, 2001 Edition, any current Supplemental Specifications modifying them, except as noted in the attached Special Provisions and any current Shelf Special Provisions, and
 - c) Additional Technical Specifications, herein.
-

How to Obtain the Referenced Technical Specifications:

- 1.) DeKalb County Department of Watershed Management, Potable Water Main, Gravity Sanitary Sewer, and Sanitary Sewer and Force Main Design Standards, 2009 edition, Version 1.0

These standard specifications may be purchased at 330 West Peachtree Street.

- 2.) State of Georgia, Department of Transportation, STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF ROADS AND BRIDGES, latest edition.

All of the specific sections from these standard specifications referred to in the Contract Documents are available for review and downloading at:

<http://www.dot.ga.gov/PS/Business/Source/Specifications>

- 3.) State of Georgia, Department of Transportation, SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES, 2008 Edition, modifying and expanding the 2001 Edition, is available for review and downloading at:

<http://www.dot.ga.gov/PS/Business/Contractors#tab-3>

- 4.) GDOT Standard Specifications Construction of Transportation Systems, 2013 Edition.

<http://gobi4rp.dot.ga.gov/BOE/OpenDocument/1603121029/OpenDocument/opendoc/openDocument.jsp>

- 5.) To order hard copies (books) of the GDOT publications listed above, please contact:

Georgia Department of Transportation
600 West Peachtree St., NW
Atlanta, Georgia 30308
Phone No.: (404) 631-1215

- C. The Contractor shall comply with Additional Technical Specifications, Appendix A.
- D. The Contractor shall comply with the following Special Conditions:
1. **Pre- Construction Meeting** - A pre-construction meeting is mandatory prior to any repair or installation. Pre-construction meetings will be arranged by the County with the Contractor, Development Division, Transportation Division, the Department of Watershed Management, and any other appropriate stakeholders.
 2. **Daily Work Location** - Contractor is required to submit a Daily Route of all proposed work locations for the current work day. This information is due in the DWM office by 7:30 a.m. and shall be provided to the DeKalb County Project Manager.
 3. **Weekly Report** - Contractor is required to submit in writing a weekly total of all work completed within the preceding week. This information is due on Thursday mornings no later than 7:30 a.m. This total shall include all material used and contract items completed.
 4. **Work Coordination** - It shall be the Contractor's responsibility to coordinate his work with any work to be performed by the owners or others in any right-of-way clearance and arrange a schedule of the operations that will allow for the completion of the project without any undue delay.
 5. **Obstruction Compensation** - The Contractor will not be compensated for any delay or damage caused by the utility facilities, obstruction, or any other item not being removed or relocated to clear construction in advance of this work.
 6. **Mobilization/Demobilization** – Payment will not be made under this item for short term projects. The definition of short term projects is at the discretion of the Owner.
 7. **Materials** – The County reserves the right to furnish any materials related to the work. If the County so chooses to furnish materials, payment for this Work will only include labor costs.
 8. **Protection of Sidewalks** - It shall be the Contractor's responsibility to protect driveways, sidewalks, curbs and catch basins during construction. Damaged or broken sidewalks, curbs, or catch basins shall be replaced or repaired at the Contractor's expense.

9. **Protection of Roadways** - The Contractor shall use considerable care in protecting the riding surface of all roadways. The Contractor will correct gouges, edge failures, curb damage and any other defects deemed necessary, to the satisfaction of the Owner.
10. **Grassing** - " All disturbed unpaved areas shall be grassed or sodded. The unit price bid for grassing shall include all of the following at no extra cost to the County: agricultural lime, fertilizer mix grade, fertilizer nitrogen content, mulching, hay and/or straw and watering until a good stand of grass is established. Grassing is to be replaced in kind. The Contractor will be required to provide new sod on the disturbed unpaved area, if the initial grassing did not produce satisfactory results as deemed by the Owner. Grassing shall be restored equal to or better than the existing condition.
11. **Pavement** - Pavement removed outside of limit of pavement shown (Typical Pavement Patch Detail) or specified otherwise, will be replaced in kind or with concrete depending upon the area of the excavation. No claims will be considered for compensation for base and pavement restoration outside of the limit of pavement shown.
12. **Rip-rap** - Rip-rap is to be installed at locations as directed by the Owner.
13. **Traffic Flow** - The flow of traffic will be maintained at all times during construction unless instructed otherwise by the Owner. The Contractor shall furnish all traffic control devices/measures per "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) requirements and guidelines including but not limited to flagmen, warning signs, barricade and lights necessary to control the traffic and protect the public. Payment of traffic control setup shall be made per the unit price established in the contract.
14. **Mailboxes** - If a mailbox must be removed during construction, the Contractor shall replace it in the same manner as the original, so as to not cause any disruption of mail delivery. The Work will not be measured separately for payment. A temporary mailbox shall be placed by the Contractor to allow customer to receive mail during construction.
15. **Fire hydrants** - Fire hydrant locations will be adjusted in the field as directed by the Owner. Fire hydrants shall not be installed along side of driveways or directly in the front of homes.
16. **Hydrant Meters** - Contractor must acquire a hydrant meter from DeKalb County Watershed Management. This meter is to be used for any and all water release operations during construction. Chlorinated

water released at the project site must satisfy environmental protection requirements.

17. **Water Meters** - Meters in sidewalks or driveways to be relocated are to be relocated outside of the sidewalk or driveway at the discretion of the Owner. The sidewalk is to be replaced with a section that equals the width of the existing sidewalk. Meters in driveways are to be relocated outside of the driveway. All meters shall be salvaged and returned to the Department of Watershed Management's warehouse. The reading and address of each meter so removed shall be provided to the Field Inspector on a periodic basis, as determined by the Owner.
18. **Water Mains** - All services will be changed over to the new water mains in areas where existing water mains are to be abandoned. All cuts & plugs of existing water mains will not be measured separately for payment. No claims will be considered for extra compensation.
19. **Backfilling** - Contractor shall provide all necessary suitable backfill material in the trench and over the pipe, in accordance with the Referenced Standards. All bends, thrust blocks, and appurtenances must be inspected before backfilling the trench.
20. **Water Taps** - All 3/4" and 1" taps are to be installed by an approved tapping machine such as a B-100 on cast iron and ductile iron mains. No strap saddles are allowed on these mains.
21. **Public Information Officer (PIO)** – The Contractor shall engage one (1) full time Public Information Officer (PIO) whose specific duties and job shall be to perform customer service related functions and to continuously coordinate and provide information and services as required by the County. The PIO's responsibilities shall include but not be limited to providing advanced written notice to the customers/citizens per the guidelines established by the County, prior to the commencement of Work.
22. **Pre-Construction Video** - The Contractor is required to record the existing conditions within the right-of-way and all adjacent areas, including all driveways, on videotape prior to any construction activity. A copy shall be submitted to the County and shall become its property. Short narrative descriptions identifying locations are required on the tapes for permanent records.
23. **Erosion Control** - All erosion control measures shall be in place before the start of any excavation.
24. **Dust** - Contractor is responsible for all dust control measures along with keeping the roadway clear of dirt and mud during construction.

25. **Work Sites** - Open construction pits shall be backfilled and closed at the end of each working day. Exceptions shall be permitted only by the approval of the Owner. Open pits and road cuts shall be covered utilizing steel plates in accordance with DWM Design Standards and latest Amendments. All work sites shall be clean and safety protection elements in place at the end of the work day. No equipment shall linger in the roadway unattended.
26. **Material in Creek or Stream** - Contractor shall not be allowed to deposit excavated material in the creek or stream. The Contractor is to submit a plan for creek or stream crossing of equipment for approval by the Owner. The plan must indicate the means and method to be employed during construction. Creek crossings shall be designed in accordance with the Technical Specifications referenced in the General Requirements.
27. **Plan Elevations** - Elevations on plans shown are mean sea level according to the Georgia Geodetic Survey. Bearings on plans are grid north.
28. **Lighting Facilities** - High intensity lighting facilities shall be so arranged that the source of any light is concealed from public view and from adjacent residential property and does not interfere with traffic.
29. **Pipe Lengths** - All pipe lengths are scaled lengths from center of structure. Contractor shall verify prior to ordering materials.
30. **Miscellaneous Fittings** - Miscellaneous fittings not specifically listed in the Bid Schedule but required for a complete piping system shall not be paid for as separate items. The contractor shall incorporate cost as a part of the applicable items listed in the Bid Pricing Schedule.
31. **Bridge Attachments** – In the event of a pipeline crossing on a bridge structure, a special design is required and will be provided by the County.
32. **Uncased Boring/Free Bore** - When directed by the Owner, the Contractor shall use an earth auger machine to bore a controlled hole to the line and grade required and as necessary. Said hole shall be of a constant diameter which shall not exceed four (4) inches larger than the joint diameter of the pipe, and shall be maintained until the pipe is installed through the hole. If the annular space between the earthen hole and the pipe exceed six (6) inches, then the Contractor shall fill in such space either by pressure grouting or pumping a flowable fill to eliminate possible settlement.

33. ***Georgia Utility Contractor's License*** – In addition to the Prime Contractor, all Sub-Contractors are also required to have a Georgia Utility Contractor's License. A copy of said license should be attached with the Bid Package and available for inspection during the term of the contract.
34. ***Prime Point of Contact*** - The Contractor's "Main Point of Contact" shall be on site at all times. This person's responsibilities shall include the role of a liaison between the County and the sub-contractor or the workers.
35. ***Personal Protective Equipment (P.P.E.)*** - Contractor/Sub-Contractor shall wear P.P.E. at all times when working on the job site.
36. ***CCTV Inspection*** - The CCTV inspection (pre-installation), if requested by the County will be paid per linear footage price established in this contract. The contractor shall provide the CCTV record to the County using the NASSCO PACP standard. The post installation CCTV inspection is an integral part of the contract and will not be paid separately.
37. ***Payment Applications*** - Contractor and County staff shall review and inspect payment items prior to monthly payment application submittal.

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ADDITIONAL TECHNICAL SPECIFICATIONS

SECTION 013300

SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Preparing and processing of submittals for review and action.
 - 2. Preparing and processing of informational submittals.
- B. Submit the following for the **County's** review and action:
 - 1. Shop drawings
 - 2. Product data
 - 3. Samples
 - 4. Submittals indicated as "for approval"
- C. Submit the following as informational submittals:
 - 1. Structural design information required by the contract documents
 - 2. Certificates
 - 3. Coordination drawings
 - 4. Reports
 - 5. Qualification statements for manufacturers/installers
 - 6. Submittals indicated as "for information only"
- D. Specific submittals are described in individual sections.
- E. Do not commence Work that requires review of any submittals until receipt of returned submittals with an acceptable action.
- F. Do not allow submittals without an acceptable action marking to be used for the project.
- G. Submittals shall be submitted to the **County** by a flash or jump drive. No email submittals shall be allowed for approval. One copy of each submittal shall be uploaded by the **Contractor** into the software program named by the

County. The **County** may determine that certain submittals also shall be submitted in hard copy form.

1.02 DEFINITIONS

- A. "Shop drawings" are drawings and other data prepared by the entity that is to do the Work, specifically to show a portion of the Work.
- B. "Product data submittals" are standard printed data that show or otherwise describe a product or system, or some other portion of the Work.
- C. "Samples" are actual examples of the products or Work to be installed.
- D. "Informational submittals" are those identified in the Contract Documents as for information only.

1.03 FORM OF SUBMITTALS

- A. Sheets larger than 8-1/2 by 14 Inches:
 - 1. Maximum sheet size: 24 by 36 inches (except for full-size pattern or template drawings).
 - 2. Number of copies:
 - a. Submittals for review: Three blue or blackline prints
 - b. Informational submittals: Three blue or blackline prints
- B. Small sheets or pages:
 - 1. Minimum sheet size: 8-1/2 by 11 inches
 - 2. Maximum sheet size for opaque copies: 11 by 17 inches
 - 3. Number of copies shall be the same as for larger sheets
- C. Samples:
 - 1. Two sets of each shall be submitted with the original submittal.
 - 2. One set shall be returned.
 - 3. If additional sets are needed by other entities involved in Work represented by the samples, these shall be submitted with original submittal.

1.04 COORDINATION OF SUBMITTALS

Coordinate submittals and activities that shall be performed in sequence or of different types for the same product or system so that the **County** has enough information to properly review each submittal.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 TIMING OF SUBMITTALS

- A. Transmit each submittal at the time indicated on the approved construction schedule.
- B. Deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary; failure of the **Contractor** in this respect shall not be considered as grounds for an extension of the contract time.
- C. Deliver each informational submittal prior to start of the Work involved, unless the submittal is of a type that cannot be prepared until after completion of the Work; submit promptly.
- D. If a submittal must be processed within a certain time in order to maintain the progress of the Work, state so clearly on the submittal.
- E. If a submittal must be delayed for coordination with other submittals not yet submitted, the **County** may, at its option, either return the submittal with no action or notify the **Contractor** of the other submittals that shall be received before the submittal can be reviewed.

3.02 SUBMITTAL PROCEDURES - GENERAL

- A. **Contractor** review: Sign each copy of each submittal certifying compliance with the requirements of the contract documents.
- B. Notify the **County**, in writing and at time of submittal, of points upon which the submittal does not conform to the requirements of the contract documents, if any.
- C. Preparation of submittals:
 - 1. Label each copy of each submittal with the following information:
 - a. Project name
 - b. Date of submittal

- c. **Contractor's** name and address
 - d. Supplier's name and address
 - e. Manufacturer's name
 - f. Specification section where the submittal is specified
 - g. Numbers of applicable drawings and details
 - h. Other necessary identifying information
2. Submittals to receive **County's** action marking: Provide blank space on the label or on the submittal itself for action marking: minimum 4 inches wide by 5 inches high.
- D. Transmittal of submittals:
- 1. Submittals shall be accepted from the **Contractor** only.
 - 2. Submittals received without a transmittal form shall be returned without review or action.
 - 3. Transmittal form: The **Contractor** shall use a form acceptable to the **County**, with space provided on the form for:
 - a. Project name
 - b. Submittal date
 - c. Transmittal number
 - d. Specification section number
 - e. To:
 - f. From:
 - g. **Contractor's** name
 - h. Subcontractor's and supplier's names
 - i. Manufacturer's name
 - j. Submittal type (shop drawing, product data, sample, informational submittal).
 - k. Description of submittal
 - l. Action marking
 - m. Comments
 - 4. The **Contractor** shall complete a separate transmittal form for each submittal, also including the following:
 - a. Other relevant information
 - b. Requests for additional information

3.03 SHOP DRAWINGS

- A. Content: Include the following information:
 - 1. Dimensions, at accurate scale
 - 2. All field measurements that have been taken, at accurate scale
 - 3. Names of specific products and materials used
 - 4. Details, identified by contract document sheet and detail numbers
 - 5. Compliance with the specific standards referenced
 - 6. Coordination requirements, including the relationship to adjacent or critical Work
 - 7. Name of preparing firm
 - 8. Design calculations
- B. Preparation:
 - 1. Reproductions of contract documents are not acceptable as shop drawings.
 - 2. Copies of standard printed documents are not acceptable as shop drawings.
 - 3. Documents shall be identified as indicated for submittals.
 - 4. Space for **County's** action marking shall be adjacent to the title block.

3.04 PRODUCT DATA

- A. Submit product data submittals for each system or unit of Work as one submittal.
- B. When product data submittals are prepared specifically for this Project (in the absence of standard printed information), submit such information as shop drawings, and not as product data submittals.
- C. Content:
 - 1. Submit manufacturer's standard printed data sheets.
 - 2. Identify the particular product being submitted; submit only pertinent pages.
 - 3. Show compliance with properties specified.
 - 4. Identify which options and accessories are applicable.
 - 5. Include recommendations for application and use.
 - 6. Show compliance with the specific standards referenced.

7. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
8. Identify dimensions, which have been verified by field measurement.
9. Show special coordination requirements for the product.

3.05 SAMPLES

A. Samples:

1. Provide samples that are the same as the proposed product.
2. Where selection is required, provide the full set of options.

B. Preparation:

1. Attach a description to each sample.
2. Attach name of manufacturer or source to each sample.
3. Where compliance with specified properties is required, attach documentation showing compliance.
4. Where there are limitations in availability, deliveries, or other similar characteristics, attach descriptions of such limitations.
5. Where selection is required, the first submittal may be a single set of options; after return of submittal with selection indicated, submit standard number of sets of selected item.

C. Keep final sample set(s) at the Project Site, available for use during progress of the Work.

3.06 REVIEW OF SUBMITTALS

- A. Submittals for approval shall be reviewed, marked with appropriate action, and returned. Submittals are reviewed for conformance with project design concept and for compliance with standard of quality established in the Contract Documents. This review shall not relieve the **Contractor** from responsibilities for correctness of detail and dimension, nor from deviation from Contract Document requirements, except as noted and accepted in writing by the **County** at the time of submittal.
- B. Informational submittals shall be reviewed.
- C. Action markings for submittals for approval shall be as follows:
 1. **NO EXCEPTIONS TAKEN (NET)**: Indicate that the submitted item is released for manufacture

2. MAKE CORRECTIONS NOTED (MCN): Indicate that the submitted item is released for manufacture with the submittal complying with the comments
3. AMEND AND RESUBMIT (AAR): Indicates that the submittal shall be revised or a new submittal complying with the comments made shall be prepared.
4. REJECTED (REJ): Indicates that the submitted item does not comply with contract requirements and that another selection shall be made and the submittal process repeated.
5. SUBMIT SPECIFIED ITEM(s) (SSI): Indicates that the submittal shall submit specified item(s) based on the specifications or as stated by the County

3.07 RETURN, RESUBMITTAL, AND DISTRIBUTION

- A. Submittals shall be returned to the **Contractor** by mail.
- B. The **Contractor** shall address resubmittals in the same manner as original submittals, with changes other than those requested by the **County**, clearly indicated.
 1. Exception: Transmittal number for resubmittal shall be the number of the original submittal plus a letter suffix.
 2. Resubmittals shall be submitted within 14 days of **Contractor's** receipt of rejected submittal.
- C. Distribution: The **Contractor** shall make one copy for project record documents.

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SECTION 330131

CURED-IN-PLACE PIPE (CIPP) SEWER LINING

PART 2 – GENERAL

2.01 SCOPE

- A. Provide cured-in-place pipe sewer lining as indicated and in compliance with Contract Documents.
 - 1. This section includes furnishing all materials, labor and equipment to rehabilitate sanitary sewer pipelines in place by installing resin-impregnated flexible tube, which is tightly formed to the interior of the existing pipe. The resin shall be cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) shall be continuous and tight fitting. This section also includes preparation of pipelines to receive CIPP liner including, but not limited to cleaning of lines and closed-circuit TV inspections.

2.02 REFERENCES:

- A. ASTM International (ASTM):
 - 1. D790: Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - 2. F1216: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - 3. F1743: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- B. National Association of Sewer Service Companies (NASSCO):
 - 1. Recommended Specifications for Sewer Collection System Rehabilitation

2.03 SUBMITTALS:

- A. Submit the following shop drawings in accordance with Section 013300.
- B. Shop Drawings:
 - 1. Bypass sewage pumping plan and equipment.
- C. Product Data:

1. Submit catalog data for the CIPP liner materials.
 2. Material Safety Data Sheets (MSDS).
- D. Samples:
1. Provide samples of installed and cured CIPP liner in accordance with ASTM F1216.
- E. Test Reports:
1. Submit independent testing laboratory analysis of liner materials showing:
 - a. Modulus of elasticity as determined by appropriate ASTM standard.
 - b. Flexural stress as determined by appropriate ASTM standard.
 2. Submit inspection logs and TV tapes for all CIPP line work. CCTV DVDs shall be per Paragraph titled "Inspection" of this Specification. Logs shall clearly document which tapes correspond to which line work including, but not limited to:
 - a. Date work performed.
 - b. Upstream and downstream manhole numbers.
 - c. Corresponding construction drawing that indicates work.
 - d. Indication of all pipe conditions including, but not limited to, cracked pipe, crushed pipe, collapsed pipe, separated joints, and location of lateral connections.
- F. Certificates:
1. Submit certification of manufacturer and installer qualifications.
 2. Submit certification of third-party testing laboratory's qualifications.
- G. Preliminary CCTV Inspection Report:
1. A detailed description of the results of the preliminary CCTV inspection shall be submitted to the Owner upon completion of the preliminary CCTV inspection and prior to commencement of further work.
- H. Quality Control Plan (QCP):
1. A detailed quality control plan (QCP) shall be submitted to the Owner that fully represents and conforms to the requirements of these specifications.

I. Calculations:

1. Engineering design calculations, in accordance with the Appendix of ASTM F1216, performed and certified by a, qualified, Professional Engineer.

J. Manufacturer Warranty:

1. Provide CIPP tube Manufacturer warranty information indicating compliance with specifications.

2.04 MANUFACTURER AND INSTALLER QUALIFICATIONS:

A. Products and Installers seeking approval shall meet all of the following criteria to be deemed acceptable:

1. For a product to be considered acceptable, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the United States shall be documented to the satisfaction of the Owner's Representative.
2. For an Installer to be considered acceptable, the Installer shall have had at least 5 (five) years active experience in the commercial installation of the specified products. In addition, the Installer shall have successfully installed at least 100,000 feet of the product in wastewater collection systems, and at a minimum of five (5) different project locations. Acceptable documentation of these minimum installations shall be submitted to the Owner's Representative.
4. Sewer rehabilitation products submitted for approval shall be furnished with third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Owner's Representative. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third party testing verification.
5. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.

2.05 PRELIMINARY CCTV INSPECTION REPORT:

- A. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-CCTV inspections, by-pass pumping, traffic control, installation procedure, method of curing, service reconnection, quality control, testing to be performed,

final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation.

- B. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
- C. An assessment of the condition of the existing pipes, including a determination of either partially deteriorated pipe or fully deteriorated pipe, as defined by ASTM F1216, Appendix X.1.
- D. Pipes classified as a fully deteriorated pipe shall be accompanied by calculations supporting the CIPP thickness required to support the hydraulic, soil and live loads.

2.06 QUALITY CONTROL PLAN (QCP):

- A. A detailed discussion of the proposed quality controls to be performed by the Contractor.
- B. Defined responsibilities, of the Contractor's personnel, for assuring that all quality requirements, for this contract, are met. These shall be assigned, by the Contractor, to specific personnel.
- C. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan.
- D. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.
- E. A scheduled performance and product test result reviews between the Contractor and the Owner at a regularly scheduled job meeting.
- F. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.
- G. Compensation for all work required for the submittal of the QCP shall be included in the various pipe lining items contained in the Proposal. Compensation for inspector training shall be included in the price bid therefore in the Proposal.

2.07 DELIVERY STORAGE AND HANDLING:

- H. Comply with the all CIPP tube manufacturer requirements, and the Product Storage and Handling requirements.

2.08 WARRANTY:

- A. CIPP tube manufacturer shall warrant the tube and resin materials to be free of any defects for a minimum of ten (10) years from date of manufacture.

PART 2 - PRODUCTS

2.01 CIPP LINER MATERIALS:

A. Tube

1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
2. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
3. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
4. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
5. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
6. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
7. Seams in the Tube shall be stronger than the non-seamed felt material.
8. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet (1.5 m). Such markings shall include the Manufacturers name or identifying symbol.

B. Resin:

1. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy system including all required catalysts, initiators or hardeners that when cured within the tube create a composite that satisfies the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

C. Structural Requirements:

1. The CIPP shall be designed per ASTM F1216, Appendix X.1. Hydrostatic pressure shall be assumed to be at corresponding ground surface grade elevation. The CIPP design shall assume no bonding to the original pipe wall. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a, qualified, Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the Owner.
2. The manufacturer shall have performed long-term testing for flexural creep of the CIPP pipe material installed by Contractor or his Subcontractor. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50 percent of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner Representative's satisfaction. The materials used shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.
3. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data to the satisfaction of the Owner's Representative.
4. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely

between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

5. The cured pipe material (CIPP) shall conform to the structural properties listed below:

| Cured Polyester Composite | | | |
|----------------------------------|-------------|---|---|
| Property | Test Method | Minimum per ASTM F1216 | Enhanced Resin |
| Modulus of Elasticity | ASTM D790 | 250,000 psi (17,577 kg/cm ²) | 400,000 psi (28,123 kg/cm ²) |
| Flexural Stress | ASTM D790 | 4,500 psi (316 kg/cm ²) | 4,500 psi (316 kg/cm ²) |

6. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in the preceding sub-paragraph 2.01, C, 5; with a design safety factor of 2.0, a retention factor for long-term flexural modulus between 1 percent to 60 percent, an H20 Highway live load, and in accordance with the design equations in Appendix X.1. of ASTM F1216. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

2.02 TESTING REQUIREMENTS:

A. Chemical Resistance:

1. The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X.2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

B. Hydraulic Capacity:

1. Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition. Existing pipe materials vary and may consist of but not limited to clay and PVC.

C. CIPP Field Samples:

1. The Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results shall verify that the CIPP physical properties specified in Paragraph 2.01, C, Structural Requirements have been achieved in previous field applications. Samples for this project shall be made and tested as specified in Paragraph 3.07.

PART 3 - EXECUTION

3.01 INSPECTION AND PREPARATION:

- A. Follow local and federal (OSHA) standards regulating work in confined spaces.
- B. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of laterals, and of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

3.02 LINE CLEANING AND PREPARATION:

- A. Sewer lines rehabilitated by cured-in-place pipe lining shall be fully cleaned and all roots, grease and debris removed. The cleaning shall be performed prior to the pre-rehabilitation television inspection. The Contractor shall capture and remove all roots from the line. Any roots which could prevent the traveling of the packer or could prevent the proper seating and application of cured-in-place liners, shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters, and equipment such as high-velocity jet cleaners.
- B. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the CIPP installation process then the Contractor shall make a point repair. Point repair will require the Contractor to excavate, uncover and remove the obstruction and repair the line defect. Such excavation and repair shall be approved in writing by the Owner's Representative prior to the commencement of the work and shall be considered as a separate pay item.
- C. Debris removed from sewer line cleaning shall be disposed of off-site in accordance with the Virginia Department of Environmental Quality's Regulations. Dispose of any hazardous materials in accordance with requirements of regulatory authorities.

3.03 SERVICE CONNECTION LOCATION:

- A. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing the CIPP.

3.04 CIPP INSTALLATION:

- A. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6.
- B. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule.
- C. The CIPP shall be continuous and jointless from manhole to manhole or access point to access point and shall be free of all defects that will affect the long term life and operation of the pipe.
- D. The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes, at the service connections or through the wall of the installed pipe. If leakage occurs at the manholes or the service connections the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP as directed by the Owner at the price bid therefore in the Proposal. If leakage occurs through the wall of the pipe the liner shall be repaired or removed as recommended by the CIPP manufacturer. Final approval of the liner installation will be based on a leak tight pipe.
- E. The CIPP shall be designed for a life of 50 years or greater.
- F. The installed CIPP shall have a long term (50 year) corrosion resistance to the typical chemicals found in domestic sewage.

3.05 BYPASS SEWAGE PUMPING REQUIREMENTS:

- A. Provide bypass sewage pumping, as required, around pipeline segments being rehabilitated. Bypass pumping shall be the full responsibility of the Contractor. Prior to starting construction, the Contractor shall submit a detailed description of the method proposed for bypass pumping to the Owner's Representative for review and approval. The description shall include all materials and equipment to be used, personnel, spare equipment, and a sketch showing a typical pump-around setup.
- B. Suction and discharge points shall be located at manholes only.
- C. Discharge of sewage to the ground, creeks, and/or storm sewers shall be prohibited. Any violation shall be corrected immediately. If the Owner is required to alleviate any prohibited discharges, the Contractor shall be charged

the Owner's cost times two. All costs shall be deducted from the Contract Amount.

- D. If at any time the Contractor is unable to properly bypass pump the sewage, construction will be stopped until the Contractor is able to continue work in an acceptable manner. The Contractor will not receive additional contract time for delays caused by improper equipment, labor, or breakdowns.
- E. Service shall be maintained at all times. Surcharges due to plugging the sewer line for bypass pumping shall be maintained to prevent backups in services and overflows at any point in the system.
- F. The Contractor shall be capable of pumping all the sewage in the existing line under all weather and seasonal conditions. All pumping equipment to be used shall be submitted to the Owner for review and approval.
- G. All suction and discharge hose shall be free of leaks and designed to carry the required pumped sewage. Any leaks shall be repaired immediately. All couplings shall be quick-connect with gaskets. If the hose used is inadequate in size, amount of hose on site, or condition, the Contractor shall be required to replace the hose as directed by the Owner's Representative. The hose to be used shall be submitted to the Owner's Representative for review and approval.

3.06 REACTIVATION OF LATERALS AND BRANCH CONNECTIONS:

- A. Reactivate laterals and branch connections to buildings and other structures without excavation, utilizing a remotely-controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. Unless otherwise directed by the Owner's Representative, all laterals and branch connections will be reactivated. No additional payment will be made for excavations for the purpose of reopening connections. The Contractor shall be responsible for all costs and liability associated with such excavation and restoration work. The Contractor shall notify the Owner's Representative if any laterals appear to be abandoned. Upon investigation, the Owner's Representative shall direct the Contractor whether to reconnect the lateral or abandon it in place.

3.07 INSPECTION:

- A. CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.

- B. Wall thickness of samples shall be determined as described in ASTM F1743, Section 8.
- C. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.
- D. CCTV the entire length of installed CIPP and provide two (2) copies to the Owner.

3.08 LEAKAGE TESTING:

- A. Non-Pressure Lines:
 - 1. Leakage test: Test lines for leakage no sooner than 48 hours after complete curing and cool-down of CIPP (CIPP should be at ambient temperature) by exfiltration test. When leakage or pressure drop exceeds the allowable amount specified in the ASTM standards, make satisfactory correction and retest pipeline in the same manner. Correct visible leaks regardless of leakage test results. Perform leakage test in accordance with ASTM F1216/ASTM F1743, as applicable and specified.

3.09 CLEAN-UP:

- A. Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

END OF SECTION - 330131

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SECTION 330132

CURED-IN-PLACE POINT REPAIR

PART 1 – GENERAL

1.01 SCOPE

- A. This Section describes repairs to sections of existing sanitary sewers that require correction of isolated major defects, misalignments or collapses.
- B. External Point repairs include necessary external corrective action by means of open cut trench pipe replacement/renewal construction, both as an independent solution to a specific problem or to facilitate other rehabilitation methods such as pipe-bursting or lining.
- C. Internal Point Repairs include necessary internal corrective action using a short length tightly fitting cured-in-place (CIPP) liner for the local repair of an isolated defect or several adjacent defects that can be encompassed within the material length of an internal CIPP point repair within a sanitary sewer pipeline. The liner shall be smooth, hard, strong, chemically inert and free from blemishes.
- D. Furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.

1.02 APPLICABLE REHABILITATION METHODS

- A. This specification applies to the following repair methods, varying only in length and purpose of repair as described below.
 - 1. Pipe Blockage External Point Repair - This rehabilitation method is for correcting a major offset, blockage or other type of restriction of a pipeline that would reasonably impede or prohibit pipe-bursting or push-bursting operations. Pipe Blockage Repair includes excavation, maintaining the trench until the new HDPE piping is in place after pipe-bursting, backfill and site restoration.
 - 2. Sanitary Sewer Sag External Point Repair - This rehabilitation method is for correcting a sag in a mainline so that pipe-bursting, horizontal directional drilling or push-bursting may proceed to line and grade. A Sag Repair means correcting a sag in a segment of pipeline where the lowest point of the “Sag” is subject to ponding that is greater than 25% of the diameter of the pipeline. Sag Repair includes excavation, maintaining the trench until the new piping is installed, backfill and site restoration including disposal of all excavated waste material.

3. External Point Repair - This rehabilitation method is for correcting a defect on a mainline that requires excavation. Pipe defect(s) may include collapsed pipe (>10% deformation), severely broken pipe, major dropped joint, major offset joint, or a severely defective service line connection. This type of repair shall include excavation, replacing a section of pipe up to sixteen (16) linear feet in length; replacing up to one (1) service connection, installation of flexible repair couplings or boots as applicable, backfill, disposal and site restoration

All pipe and fittings furnished for this work must comply with the requirements of Section 333100 of the Contract Documents. The replacement pipe section shall be the same size and material as the existing pipe unless the existing pipe is vitrified clay. In such case, PVC shall be used as the pipe section material unless otherwise directed by the Engineer.

It is the Contractor's sole responsibility to establish elevation and/or survey controls necessary to attain true line and grade for the replacement pipe section for all External Point Repairs. No abrupt deflections in line or grade will be allowed.

4. Internal CIPP Point Repair - This rehabilitation method is for correcting a defect on a mainline that can be rectified internally. Pipe defect(s) may include multiple cracks, fractures, deformed pipe (<10% deformation), minor dropped joint, minor offset joint, or a minor defective service line connection. This type of repair shall include lining a limited section of pipe up to seven (7) linear feet in length. Several internal point repairs may be installed in a single segment (length of sewer between manholes) to be determined by the Engineer.

All pipe and fittings furnished for this work must comply with the requirements of the Contract Documents.

C. After each designated Point Repair has been made, the Contractor will perform a CCTV inspection in accordance with the Contract documents. The CCTV video and inspection report will be submitted to the County for review. The cost of the CCTV inspection shall be included in the unit price for the Point Repair. If a repaired joint or section should subsequently prove to be defective, the Contractor shall re-perform the work at no additional cost to the County and shall also be responsible for the costs of any re-inspection required by the County to document the success of the re-work.

- D. Excavation, backfill, resolution of conflicts with other utilities, and miscellaneous work shall conform to the requirements of Sections 333100 of the Contract Documents as appropriate.

1.03 SUBMITTALS

- A. The Contractor shall submit shop drawings for external point repair pipe material, couplings, CIPP point repair material and delineate staging, traffic control, and access arrangement when the complexity of the repair warrants, as determined by the Engineer.
- B. All internal CIPP point repair submittals shall comply with the related requirements of Section 013300.

PART 2 – PRODUCTS

2.01 PIPE AND PIPE FITTINGS

- A. All pipe and fittings for external point repairs shall be PVC, reinforced concrete pipe (RCP) or ductile iron pipe (DIP) as specified in Section 333100.
- B. All related sections for internal CIPP point repairs, materials, specifications, trial tests, warranty and standards for CIPP point repairs shall comply with the requirements of the Contract documents, where applicable with the exception that only epoxy resins shall be used with internal CIPP point repairs.

PART 3 – EXECUTION

3.01 GENERAL

- A. The Contractor shall furnish all labor, tools, materials, and equipment necessary for installation and jointing of the pipe. All piping and lining shall be installed in accordance with the Contract documents in a neat workmanlike manner and shall be set for accurate line and elevation. All piping shall be thoroughly cleaned before installation, and care shall be taken to keep the piping clean throughout the installation.

3.02 PREPARATION

- A. Flow Control: Flow control shall be exercised as required to ensure that no flowing sewage comes into contact with sections of the sewer under repair or replacement in accordance with Section 333100 of the Contract Documents.
- B. Preconditioning and Cleaning (Manholes and) Sewer – Prior to installation of the CIPP point repair the entire sewer shall be preconditioned and cleaned in accordance with the requirements of the Contract documents. Installation of CIPP point repair shall not proceed without the Engineers written permission.

- C. The engineers permission to proceed will be contingent on the acceptance of an internal condition assessment video of the prepared sewer to confirm that the sewer is free from all debris and inherent conditions that may adversely affect the smooth introduction of the CIPP point repair into the sewer to be repaired. The internal condition assessment shall accurately portray the position of defects and laterals affected by the proposed remediation. Any lateral introduced into the sewer being treated at the location of the CIPP point repair shall be introduced within the middle third of the repair. Internal condition assessment prior and post lining shall be included in the cost of the repair.

REQUIREMENTS SPECIFIC FOR THE CONSTRUCTION OF EXTERNAL POINT REPAIRS

3.03 REMOVAL AND REPLACEMENT OF SEWER

- A. After the limits of a particular portion of the existing sewer have been established on the ground, operations shall progress generally as follows:
1. Carefully remove or protect surface features in work area. Expose a full section of existing pipe, including the joints at each end. Take adequate precautions not to disturb any other existing underground facilities.
 2. That section of pipe to be replaced shall be isolated by plugging and/or bypass pumping as described in Sections 333100 of the Contract Documents, or by any other method proposed by the Contractor and acceptable by the County.
 3. After the defect is located and exposed, the defective pipe or fitting shall be removed by cutting each side along lines perpendicular to longitudinal axis of pipe so as to leave "spigot ends" to be connected to replacement pipe and dispose of the existing pipe and concrete encasement, if any.
 4. Excavate the trench to a minimum of 8-inches below the proposed pipe bottom, place bedding material in the trench and shape to form continuous uniform support for the pipe barrel.
 5. Pipe shall be installed and jointed, normally beginning at its low or outlet end and proceeding upstream, with the bell ends facing upstream toward the direction of flow. Make connections to existing manholes or existing pipe remaining in place. Install wyes or tees, with branches temporarily plugged, to make reconnections to existing service laterals, if any. Complete bedding or encasement and place compacted backfill as necessary to avoid flotation if water should enter the trench. Encasement will only be allowed if the Engineer confirms that future pipe-bursting will not be required.
 6. Complete placement and compaction of backfill.

7. Restore surface features to at least as good condition as existed before construction began, including landscaping, grass, roadways, driveways and walks.
8. For External Point Repairs only, perform leakage test in accordance with Section 333100.

3.05 LAYING PIPE

- A. Proper and suitable tools and appliances for the safe convenient handling and laying of pipe shall be used and shall, in general, agree with manufacturer's recommendations. At the time of laying, the pipe shall be examined carefully for defects, and should any pipe be discovered to be defective after being laid, it shall be removed and replaced with sound pipe by the Contractor at his expense.
- B. Upon satisfactory completion of the pipe bedding, a continuous trough for the pipe barrel and recesses for the pipe bells, or couplings, shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure shall be exerted on the pipe joints from the trench bottom.
- C. Pipe shall be installed in accordance with the manufacturer's recommendation. Before being lowered into the trench, the pipes and accessories shall be carefully examined and the interior of the pipes shall be thoroughly cleaned of all foreign matter and other methods acceptable to the County.
- D. Lines shall be laid straight and depth of cover shall be maintained uniform with respect to finish grade, whether grading is completed or proposed at time of pipe installation. No abrupt changes in direction or grade will be allowed.
- E. After pipe has been laid, reviewed and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place during the test. No backfill shall be placed over the joints until the test is satisfactorily completed, leaving the exposed joints to view for the detection of visible leaks. Upon satisfactory completion of the test, backfilling of the trench shall be completed.

3.06 INSTALLATION OF PIPE

- A. PVC, RCP and DIP shall be installed in accordance with Section 333100.

3.07 PIPE-TO-PIPE CONNECTIONS

- A. Pipe-to-pipe connections shall be made in accordance with Section 333100 by using flexible banded couplings or adapters, couplings with compression joints in compliance with ASTM C 425.

3.08 PIPE-TO-MANHOLE CONNECTIONS

- A. When a sound pipe stub-out exists from a manhole to which connection is to be made, a pipe-to-pipe connection shall be made as described above. If one is not present or is faulty, an opening shall be cut in the manhole wall and the connection, consisting of a pipe stub-out with an EPDM rubber boot assembly grouted into the opening with non-shrink grout shall be made to form a corrosion resistant, watertight seal. The invert, benches and floor inside the manhole shall be cut and reshaped as necessary.

3.09 TELEVISION INSPECTION

- A. Post Construction CCTV inspection in accordance with the Contract Documents is required for all Internal and External Point Repairs on sanitary sewers. The Post Construction CCTV inspection is not required for Pipe Blockage Repairs or Sanitary Sewer Sag Repairs performed prior to pipe-bursting pipe replacement. The repairs shall demonstrate the full and effective rectification of the extant defect and/or obstruction, including infiltration etc., to the complete satisfaction of the Engineer.

END OF SECTION - 330132

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SECTION 333100

SEWERS AND ACCESSORIES

1. PART 1 – GENERAL

1.01 SCOPE

- A. This Section describes products to be incorporated into sewers and accessories and requirements for the installation and use of these items. Furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.
- B. General: Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable.

1.02 QUALIFICATIONS

- A. If requested by the Engineer, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least two years.

1.03 SUBMITTALS

- A. If required by the Owner, complete product data and engineering data shall be submitted to the Engineer in accordance with the requirements of General Condition Section 28 of the Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Unloading: Furnish equipment and facilities for unloading, handling, distributing and storing pipe, fittings, valves and accessories. Make equipment available at all times for use in unloading. Do not drop or dump materials. Any materials dropped or dumped will be subject to rejection without additional justification.
- B. Handling: Handle pipe, fittings, valves and accessories carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front loader. Do not use material damaged in handling.
- C. Lined pipe shall be handled and transported to prevent damage to linings.

1.05 STORAGE AND PROTECTION

- A. Make arrangements for the use of suitable storage areas for piping and other materials required for the Work.
- B. Stored materials shall be kept safe from damage. The interior of all pipes, fittings and other appurtenances shall be kept free from dirt or foreign matter at all times.
- C. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails or concrete. Pipe in tiers shall be alternated “bell, plain end,” “bell, plain end.” At least two rows of timbers shall be placed between tiers and chocks, affixed to each other in order to prevent movement. The timbers shall be large enough to prevent contact between the pipes in adjacent tiers.
- D. Store joint gaskets in a cool location, out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.
- E. PVC pipe and fittings shall not be stored in direct sun light.

1.06 QUALITY ASSURANCE

- A. Product manufacturers shall provide the Engineer with written certification that all products furnished comply with all applicable provisions of these Specifications.
- B. If ordered by the Engineer, each pipe manufacturer shall furnish the services of a competent factory representative to supervise and/or inspect the installation of pipe. This service will be furnished for a minimum of five days during initial pipe installation.
- C. Upon request by the County, the Contractor shall furnish samples for material tests by the County’s independent laboratory demonstrating compliance with this Specification to verify the required physical properties and characteristics of supplied materials. The County shall pay for tests on pipe samples that meet specification requirements. Contractor shall pay for failed tests and re-testing of failed materials.

2. PART 2 – PRODUCTS

2.01 DUCTILE IRON PIPE (DIP)

- A. Ductile iron pipe shall be utilized where shown on the Drawings or directed by the Engineer.
- B. Ductile iron pipe shall be manufactured in accordance with AWWA C151. All pipes, except specials, shall be furnished in nominal lengths of 18 to 20 feet. Sizes will be as shown on the Drawings. All pipes shall have a minimum pressure rating as indicated in the following table, and corresponding minimum wall thickness, unless otherwise specified, or shown on the Drawings. Pipe wall thickness shall be determined based on dead loads indicated on the Drawings and the anticipated live loads, assuming a minimum HS 20 live load.

| Pipe Sizes (inches) | Pressure Class (psi) |
|--------------------------------|---------------------------------|
| 4 - 12 | 350 |
| 14 - 20 | 250 |
| 24 | 200 |
| 30 - 60 | 150 |

- C. Fittings and Accessories:
1. Fittings shall be ductile iron and shall conform to AWWA C110/ANSI A21.10 or AWWA C153/ANSI A21.53, with a minimum rated working pressure of 250 psi.
 2. Flanged elbow fittings shall be ANSI pattern using short radius elbows, except where noted differently on the Drawings. Special fittings, ductile iron wall pipes and sleeves shall conform to the dimensions and details as shown on the Drawings.
- D. Joints for Ductile Iron Pipe and Fittings:
1. General:
 - a. Joints for ductile iron pipe and fittings shall be mechanical joints, restrained, flanged or push-on joint as specified herein or in Section 02725.

- b. Unless otherwise shown on the Drawings, specified or directed, all ductile iron pipe laid underground shall be joined using push-on type joints.
- c. In all cases, gaskets shall be made of material that will not be damaged by the fluid being transported or by the environment in which the pipe is installed.
- d. Provide the necessary bolts for connections. All bolts and nuts shall be threaded in accordance with ANSI B1.1, Coarse Thread Series, Class 2A external and 2B internal fit. All bolts and nuts shall be made in the U.S.A.

2. Mechanical Joints:

- a. Joints shall conform to AWWA C111/ANSI A21.11.
- b. Bolts and nuts shall be Tee Head Bolts and nuts of high strength low-alloy steel in accordance with ASTM A 242 to the dimensions shown in AWWA C111/ANSI A21.11.
- c. Gaskets shall be in accordance with AWWA C111/ANSI A21.11 and shall be constructed of plain rubber.
- d. Mechanical joint glands shall be ductile iron.

3. Push-On Joints: Push-on joints and gaskets shall conform to AWWA C111/ANSI A21.11. Details of the joint design shall be in accordance with the manufacturer's standard practice such as ACIPCO "Fastite," McWane (Clow) "Bell-Tite," or U.S. Pipe "Tyton" joints.

E. Linings & Coatings: Sewer pipe and fittings shall be cement lined in accordance with ANSI/AWWA C104/A21.4.

F. Polyethylene Encasement: Polyethylene film shall meet the requirements of AWWA C 105.

G. Wall Sleeves and Wall Pipes:

- 1. Where piping passes through concrete structures, furnish and install wall sleeves unless wall pipes or other provisions are specifically shown on the Drawings. Wall sleeves shall be accurately located and securely fastened into position before concrete is poured.

2. Wall Sleeves:

- a. For pipe sizes smaller than 3-inches, wall sleeves shall be steel oversize sleeves furnished with a full circle, integral or continuously welded waterstop collar. The sleeve seal shall be the mechanically expanded, synthetic rubber type. Provide all associated bolts, seals and seal fittings, pressure clamps, or plates necessary to achieve a watertight installation. Sleeves shall extend the full thickness of the concrete. Sleeves and seal shall be Link Seal.
- b. For larger pipe sizes, wall sleeves shall be ductile iron mechanical joint wall sleeves. Unless specified or shown otherwise for a specific situation, wall sleeves shall be mechanical joint bell-plain end types with waterstop/thrust collar. The collar shall be capable of withstanding a thrust force caused by a 250 psi dead end load from either direction on that size pipe. Sleeves shall be constructed with studs and mechanical joint retainer gland on the air side of the concrete structure. Provide retainer gland where shown on the Drawings. Where the concrete structure is exposed to dirt on one side and is wet on the other side, construct with studs and glands on the dirt side. Wall sleeves shall be equal to ACIPCO A-10771.

3. Wall Pipes:

- a. Wall pipes shall be either ductile iron with integral waterstop/thrust collar or centrifugally cast ductile iron with a continuously welded waterstop/thrust collar. The welded on collar shall be attached to the pipe by the manufacturer. The collar shall be capable of withstanding a thrust force caused by a 250 psi dead end load from either direction on that size pipe. Wall pipes shall be furnished uncoated on the outside and cement lined on the inside. Unless specified or shown otherwise, wall pipes shall be flange end types.
- b. Wall pipes shall be cast and/or fabricated and lined in one manufacturer's facilities and delivered to the job site ready for use.

2.02 REINFORCED CONCRETE PIPE (RCP)

A. Pipe:

1. Pipe shall be bell and spigot reinforced concrete conforming to ASTM C 76 for Class III, IV and V pipe as shown on the Drawings.
2. In addition, the pipe and materials shall meet the following requirements:
 - a. Concrete shall have a minimum compressive strength of 5,000 psi for Class III and IV and 6,000 psi for Class V
 - b. Cement shall meet the requirements of ASTM C 150, Type II
 - c. Absorption shall not exceed six percent when tested in accordance with ASTM C 497.
3. Reinforced concrete pipe shall be supplied in lengths of at least eight feet, except for specials.

B. Joints: Pipe shall have concrete and rubber O-ring gasket type joints conforming to ASTM C 361. A rectangular groove shall be supplied in the spigot end to receive the rubber O-ring gasket, and it shall be so formed that when the joint is complete the gasket will be deformed to a rectangular shape and confined on all four sides. Bell and spigot surfaces shall be accurately formed and smooth to provide a close sliding fit with a nominal clearance of 1/16-inch.

C. Fittings and Specials: Reinforced concrete pipe fittings and specials shall meet all requirements for reinforced concrete pipe, including materials of construction, structural strength, linings, and joints. Provide special adapters or transition pieces for connection to pipe of different materials where shown on the Drawings.

D. Acceptance:

1. Acceptance of pipe shall be based on plant load-bearing tests for the load to produce 0.01-inch crack, material tests, and inspection of manufactured pipe for visual defects and imperfections as described in Paragraph 5.1.1 of ASTM C 76.
2. Provide results of tests on pipe, pipe materials, joint material, and made-up joints performed by an independent testing laboratory approved by the Engineer. Include materials, absorption, crushing,

and hydrostatic leakage tests on pipe of each size in accordance with applicable specifications.

3. Each length of pipe shall be stamped by a regular employee of the approved testing laboratory.
4. Inspect pipe after delivery for laboratory stamp, shape, cracks, uniformity, blisters and imperfect surfaces, hammer test, damaged ends, and gasket grooves. Do not accept or use pipe with repaired or patched gasket grooves or shoulders. Any pipe repaired or patched is subject to rejection if such repairs or patches, in the opinion of the Owner, are not sound and properly finished.
5. The County shall, at its own discretion, select another independent testing laboratory to confirm those tests performed by the manufacturer's testing laboratory. This testing laboratory shall observe the tests conducted by the laboratory selected by the manufacturer, or, as necessary, conduct its own tests. The manufacturer shall provide the necessary facilities for the performance of these tests at the plant site. These test specimens shall be provided in accordance with paragraph 11 of ASTM C 76.
6. No pipe shall be shipped before it has been cured for a minimum of 14 days.

2.03 POLYVINYL CHLORIDE (PVC) GRAVITY SEWER PIPE

- A. Acceptability of PVC pipe for gravity sewers is indicated in the following table:

| Standard Minimum Thickness Type PVC¹ | Wall | Acceptable Manufacturers | ≤ 6 | 8 to 15 | 18 | 21 | 24 |
|--|-------------|---------------------------------|------------|----------------|-----------|-----------|-----------|
| ASTM D 3034 SDR 35 12454B | Solid Wall | Open | Yes | Yes | No | No | No |

¹ As specified in ASTM D 1784

- B. All pipes shall have a minimum pipe stiffness of 46 psi at five percent deflection as determined by ASTM D 2412.
- C. PVC gravity sewer pipe shall be supplied in lengths not longer than 13 feet.

D. Fittings:

1. Fittings 15 inches in diameter and less shall be manufactured in accordance with ASTM D 3034. PVC compound shall be 12454B or 12454C as specified in ASTM D 1784.
2. For sizes 8-inches and less in diameter, fittings shall be molded in one-piece with no solvent welded joints. Minimum socket depths shall be as specified in ASTM D 3034, Table 2.
3. For sizes 10-inches and larger in diameter, fittings shall be fabricated from pipe conforming to ASTM D 3034 using solvent welding. No field fabrication of fittings will be allowed. All such fabrication shall be performed at the factory and the fittings shall be delivered ready for use.
4. 4-inch and 6-inch cleanout piping assembly shall be constructed with by connecting the cleanout branch to the lateral with a 2-way, smooth flowing sanitary cleanout tee to facilitate the insertion of a sewer snake or exploratory flexi-cameras for either direction. The 2-way cleanout fitting shall be manufactured with gasket hub connections. Solvent weld connections will not be allowed. Acceptable manufacturers are those equal to Plastic Trends, Inc. Part No. G1006.
5. Fittings 18 inches in diameter and larger shall be fabricated from pipe conforming to ASTM F 679 using solvent welding. No field fabrication of fittings will be allowed. All such fabrication shall be performed at the factory and the fittings shall be delivered ready for use.

E. Joints: Joints for pipe and fittings shall be of the integral bell and spigot type with a confined elastomeric gasket having the capability of absorbing expansion and contraction without leakage, when tested in accordance with ASTM D 3212. Gaskets shall meet the requirements of ASTM F 477. The joint system shall be subject to the approval of the Engineer and shall be identical for pipe and fittings.

F. Manhole Connections - Solid Wall Pipe: The sewer shall be connected to manholes utilizing a boot connection.

G. Acceptance: Acceptance will be based on the Engineer's inspection and the manufacturer's written certification that the pipe and fittings were manufactured and tested in accordance with the applicable standards.

2.04 HDPE PIPE

- A. The pipe supplied under this specification shall be high performance, high molecular weight, high-density polyethylene pipe equal to Driscoplex as manufactured by Chevron Phillips Chemical Company. The pipe material shall be Type III, Class C, Category 5, P34 material as described in ASTM D 1248. Minimum cell classification values of the pipe material shall be (3 4 5 4 3 4 c) as referenced in ATSM D 3350. The SDR shall be 17. The fittings supplied under this specification shall be molded from a polyethylene compound having a cell classification equal to or exceeding the cell classification of the pipe supplied under this specification.
- B. Physical Properties of Pipe of Pipe Compound:
1. Density: The density shall be 0.941 – 0.957 gms/cm when tested in accordance with ASTM D 1505.
 2. Melt Flow: Melt Flow shall be no greater than 0.11 gm/10 min. When tested in accordance with ASTM D 1238 – Condition E.
 3. Flex Modulus: Flexural Modulus shall be 110,000 psi to less than 160,000 psi when tested in accordance with ASTM D 790.
 4. Tensile Strength at Yield: Tensile strength at yield shall be 3,200 PSI to less than 3,500 PSI when tested in accordance with ASTM D638.
 5. ESCR: Environmental Stress Crack Resistance shall be in excess of 5,000 hours with zero failures when tested in accordance with ASTM D 1693 Condition C.
 6. Hydrostatic Design: Basic shall be 1,600 psi at 23-C when tested in accordance with ASTM D 2837.
- C. Deviations: If a supplier chooses to submit a bid that does not meet all the requirements of this specification, his bid shall include a written description of the deviation with data that shows the magnitude of the deviation and the justification for the deviation from this specification. The decision to accept material deviating from this specification shall be the responsibility of the specifying engineer.
- D. Certification: The Owner request certified lab data to verify the physical properties of the materials supplied under this specification or may take random samples and have them tested by an independent laboratory.

- E. Rejection: Polyethylene pipe and fittings may be rejected for failure to meet any of the requirements of this specification.
- F. Pipe Dimensions: Pipe supplied under this specification may be iron pipe size (IPS) or ductile iron pipe size (DIPS) as produced by the manufacturer. IPS or DIPS nominal pipe sizes equal to the pipe dimension shown on the Drawings shall be provided for all pipe sizes equal to or less than 12 inches. IPS or DIPS actual inside diameter shall be provided which is equal to or greater than the pipe dimension shown on the Drawings for all pipe sizes greater than 12 inches. The SDR (Standard Dimension Ratio) of the pipe supplied shall be as specified by the Engineer.
- G. Color: Material color shall be light gray. Light gray interior color of pipe shall allow easier/better viewing for television inspection.
- H. Anti-flotation Measures: Where ground cover for HDPE pipe is less than four feet (4 ft), anti-flotation devices are to be installed in order to overcome potential uplifting forces from groundwater. These devices may include, but are not limited to, precast concrete saddles, gravel-filled saddle bag pipeline weights, or cast-in-place anti-flotation collars (per Detail 21 on the Drawings). Wherever such a device is to be installed, the Contractor shall be responsible for performing the necessary calculations to ensure that the pipe will not float AND that the pipe and/or anti-flotation device will not be overstressed. The pipe manufacturer's allowable shear stress, compressive stress due to buckling and thermal expansion shall be considered in the calculations. Minimum factor of safety against flotation is 1.5. These calculations shall be submitted with shop drawings for anti-flotation devices when such devices are required.

2.05 HDPE MANHOLES

- A. Material: The material used under this specification shall be high performance, high molecular weight, high density polyethylene plastic compound having a cell classification of 334433C or higher. The material must have a proven capacity for sustaining long term stresses (radial loading, ring compressive thrust, bending, buckling, axial strain, axial buckling, and groundwater effects) as quantified under ASTM Test Method D2837 or other applicable testing procedures under ASTM.
- B. Appurtenances:
 - 1. Polyethylene Manhole Covers: Polyethylene flat-plate covers shall be designed to withstand light live-loads, such as light equipment and personnel. All manhole covers shall prove to meet this requirement

through either physical testing or design calculations. If subject to repeated vehicular loading, the cover should be capped or cast in concrete.

2. Risers: All riser sections shall be joined by thermal fusion or gasket joints. Where risers are joined by a gasket joint, the joints must meet the requirements of Specification D 3212.
3. Cones: Where gasket joints are required to seal the connection between a manhole cone or top, the gasket joint shall prove to provide an adequate seal against the maximum water-head expected for the joint in question.
4. Anti-flotation Devices: Where manhole risers extend below the groundwater level, anti-flotation devices are to be installed in order to overcome any foreseen uplifting forces. These devices may include, but are not limited to, anchoring to a concrete slab, or attaching a concrete ring to the base or riser. Wherever such a device is to be installed, the Contractor shall be responsible to perform the necessary calculations to ensure that both the manhole will not float AND that the anti-flotation device will not be overstressed. These calculations shall be included with the shop drawing submittals.
5. Pipe Connection: Each HDPE manhole will have a stub for all pipes entering and leaving the chamber. The Contractor shall supply under this section all necessary connections, couplings, etc., to join adjacent pipe to HDPE stub pipe.

2.06 PRECAST CONCRETE MANHOLES AND PRODUCTS

A. Precast Concrete Sections:

1. Precast concrete sections shall meet the requirements of ASTM C 478 or ASTM C 913. The minimum compressive strength of the concrete in precast sections shall be 4,000 psi.
2. Wall thickness shall be as shown on the Drawings.
3. Transition slabs or cones that convert bases larger than four feet in diameter to four foot diameter risers shall be designed by the manhole manufacturer to carry the live and dead loads exerted on the slab.
4. Seal joints between precast sections by means of rubber O-ring gaskets or flexible butyl rubber sealant. Butyl rubber sealants shall meet the requirements of AASHTO M-198. Sealant shall be pre-formed type

with a minimum nominal diameter of 1-inch. Butyl rubber sealant shall be equal to Kent Seal No. 2 or Concrete Sealants CS202.

5. Each section of the precast manhole shall have not more than two (2) holes for the purpose of handling and laying. These holes shall be tapered and shall be plugged with rubber stoppers or mortar after installation.
 6. Polypropylene plastic manhole steps shall be installed in each section of the manhole in accordance with DeKalb County's standard details.
- B. Brick and Mortar: Brick shall be whole and hard burned, conforming to ASTM C 32 Grade MS. Mortar shall be made of one part Portland cement and two parts clean sharp sand. Cement shall be Type 1 and shall conform to ASTM C 150. Sand shall meet ASTM C 144.
- C. Foundations: A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Section 03300. The foundation shall be built to the correct elevation and shall be finished to cause the least possible resistance to flowing water.
- D. Laying Brick: All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar that is not used within 45 minutes after water has been added shall be discarded. Re-tempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it, which can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set shall be removed, cleaned, and re-laid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.
- E. Joints: All joints shall be slushed with mortar at every course, but slushing alone will not be considered adequate for making an acceptable joint. Exterior faces shall be laid up in advance of backing. Exterior faces shall be

back plastered or pargeted with a coat of mortar not less than ½ -inch thick before the backing is laid up. Prior to pargeting, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than ¼-inch or more than ½-inch wide and whatever width is adopted shall be maintained uniform throughout the work.

- F. Pointing: Face joints shall be neatly struck, using the weather joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used, the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.
- G. Cleaning: Upon completion of the work, all exterior surfaces shall be thoroughly cleaned by scrubbing and washing down with water and, if necessary to produce satisfactory results, cleaning shall be done with a 5 percent solution of muriatic acid, which shall then be rinsed off with liberal quantities of clean fresh water.
- H. Curing and cold weather protection: In hot or dry weather, the brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost in the brick or when the air temperature is below 50 degrees F, unless the Contractor has on the project, ready to use, suitable covering and an artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60 degrees F for the duration of the curing period.
- I. Iron Castings:
 - 1. Cast iron manhole frames and covers shall meet the requirements of ASTM A 48 for Class 30 gray iron and all applicable local standards. All castings shall be tough, close grained, smooth, and free from blow holes, blisters, shrinkage, strains, cracks, cold shots and other imperfections. No casting will be accepted which weighs less than 95 percent of the design weight. Shop drawings must indicate the design weight and provide sufficient dimensions to permit checking.
 - 2. Manhole frames and covers shall be as shown on the Standard Details.
 - 3. All frames and covers shall have machined horizontal bearing surfaces.
 - 4. All manholes shall have standard frames and covers except where specifically shown otherwise on the Drawings.

5. Watertight covers shall be bolt-down type and shall be equipped with four 1/2-inch stainless steel bolts and a 1/8-inch red rubber or rubber O-ring gasket. Covers shall be rotatable and interchangeable. Bolt holes shall be bored through so that debris entering the bolt hole will fall into the manhole. Bolt holes shall have the full 360 degree circle within the cover's radius when bored through the cover.
- J. Boots: Provide preformed rubber boots and fasteners equal to those manufactured by Kor-N-Seal or Press Seal Gasket Corporation. Boots may be mechanically attached to the manhole or cast into the walls of the manhole.

2.07 MISCELLANEOUS

- A. Flexible Adapter Couplings:
 1. Couplings for pipe sizes 15-inches in diameter and less shall be elastomeric plastic sleeves designed to connect pipes of dissimilar materials. Adapters shall provide a positive seal against infiltration and exfiltration and remain leak proof and root proof up to 4.3 psi. The adapter manufacturer shall provide all stainless steel clamps and required accessories.
 2. Couplings shall be products equal to Fernco and shall be installed in accordance with the manufacturer's recommendations.
- C. Inside Drop Connections:
 1. Where a sewer entering an existing manhole is more than 24-inches above the manhole invert, an inside drop inlet shall be constructed to lower the inlet elevation of the sewer to coincide with the invert elevation of the manhole. If required, the manhole invert and bench shall be re-built in conjunction with the installation of the drop connection to ensure a smooth flow path for the incoming sewer drop. The inside drop connection shall be field fabricated with Schedule 80 PVC fittings and piping, or may be shop fabricated with different materials by a specialty manufacturer subject to approval by the Engineer (e.g. molded polyethylene inside drop inlet by GU International). The top fitting of the inside drop connection shall be a tee fitting or a 90-degree bend with a clean out attachment at the opposite end of the incoming flow opening (to facilitate future sewer inspection and/or cleaning). The bottom fitting of the drop shall be a 90-degree bend into the manhole invert, or a plain end may be used where a concrete fillet is constructed to transition flow from the plain end

into the manhole invert. All pipe to manhole connections must conform to ASTM C923. Anchor straps and bolts shall be 304 stainless steel, minimum, with 4 vertical feet maximum spacing (2 straps minimum).

D. Chemical Root Treatment:

1. Chemical Root treatment shall be utilized where indicated to kill invasive roots and to prevent root re-growth in small diameter sewers. Chemical treatment shall be non-carcinogenic, herbicidal type and applied by professional applicator personnel licensed by the Georgia Department of Agriculture. The applicator shall have a minimum of one year experience and having successfully treated a minimum of one hundred thousand lineal feet of sewer main piping in the continental United States of America.
2. Preconditioning or cleaning of the sewer main shall not be required before or after application of chemical root control unless specifically indicated by the Engineer (e.g. to remove large blockages or debris, which may be surcharging the sewer). Root masses do not generally require cutting by mechanical means prior to application of chemical root treatment and shall not be performed unless directed by the Engineer. In such an event, the contractor shall coordinate root cutting with application of the chemical root treatment in accordance with the manufacturer recommendations to meet the desired level of performance stated below.
3. Each treatment application shall progress from the downstream manhole (whenever practical) at such a rate and pressure so as to provide full chemical contact of the entire interior surface of the sewer main while providing penetration of all piping joints, cracks, holes and service connections. The retention time and concentration of the chemical shall be sufficient to kill all roots in the sewer and prevent root re-growth for a period of two years after the application. If re-growth is evident prior to expiration of the aforementioned two-year period, the Contractor shall provide additional chemical root treatment to the satisfaction of the County at no additional cost.
4. Acceptable products are diquat based herbicides equal to those manufactured by Dukes Root Control, Inc.

PART 3 – EXECUTION

3.01 EXISTING UTILITIES AND OBSTRUCTIONS

- A. The Contractor shall call the Utilities Protection Center (UPC) (1-800-282-7411) as required by Georgia law (O.C.G.A. §§25-9-1 through 25-9-13) and all utilities, agencies or departments that own and/or operate utilities in the vicinity of the construction work site, at least 72 hours (three business days) prior to construction, to verify the location of the existing utilities.
- B. Existing Utility Location: The following steps shall be exercised to avoid interruption of existing utility service.
1. Provide the required notice to the utility owners and allow them to locate their facilities according to Georgia law. Field utility locations are valid for only ten days after original notice. The Contractor shall ensure, at the time of any excavation that a valid utility location exists at the point of excavation. Before any excavation takes place, Contractor shall verify all valves are visible and valve boxes are cleaned and operable.
 2. Expose the facility to verify its true location and grade for a distance of at least 200 feet in advance of pipeline construction to verify its true location and grade. Repair, or have repaired, any damage to utilities resulting from locating or exposing their true location.
 3. Avoid utility damage and interruption by protecting it with means or methods recommended by the utility owner.
 4. Maintain a log identifying when phone calls were made, who was called, area for which utility relocation was requested and work order number issued, if any. The Contractor shall provide the Engineer an updated copy of the log bi-weekly, or more frequently if required.
- C. Conflict with Existing Utilities:
1. Horizontal Conflict: Horizontal conflict shall be defined as when the actual horizontal separation between a utility, main, or service and the proposed water main does not permit safe installation of the sewer by the use of sheeting, shoring, tying-back, supporting, or temporarily suspending service of the parallel or crossing facility. The Contractor may change the proposed alignment of the sewer to avoid horizontal conflicts if the new alignment remains within the available right-of-way or easement and complies with regulatory

agency requirements after a written request to and subsequent approval by the Engineer. Where the Engineer does not approve such relocation of the sewer, the Contractor shall arrange to have the utility, main, or service relocated.

2. Vertical Conflict: Vertical conflict shall be defined as when the actual vertical separation between a utility, main, or service and the proposed sewer does not permit the crossing without immediate or potential future damage to the utility, main, service, or the sewer. The Contractor may change the proposed grade of the sewer to avoid vertical conflicts if the changed grade provides minimum required capacity, maintains adequate cover and complies with regulatory agencies requirements, after written request to and subsequent approval by the Engineer. Where the Engineer does not approve such relocation of the sewer, the Contractor shall arrange to have the utility, main, or service relocated.

D. Electronic Locator: Have available at all times an electronic pipe locator and a magnetic locator, in good working order, to aid in locating existing pipe lines or other obstructions.

E. Water and Sewer Separation:

1. Sewers should maintain a minimum 10-foot edge-to-edge separation from water mains. Where the sewer crosses a water main, an 18-inch vertical separation shall be maintained where possible. Where possible, a full joint of sewer pipe shall be centered over the water main. Any deviation shall be requested in writing to the Engineer.
2. No water main shall be permitted to pass through or come in contact with any part of a manhole.

F. Installation: The covers of all manholes shall be at least 30" above grade after installation, except in grassed/landscaped or paved areas. After completion of the manhole survey, the contractor shall submit finish grades of all manhole covers and submit with shop drawings.

G. Rock Excavation: When rock is encountered in trenches, it shall be removed to a depth of at least six inches (6") below the pipe bell, and a width of three inches (3") on each side of the pipe bell, except for a minimum required trench width of twenty-four inches (24"). Refer to the Contract Documents for rock classification and measurement.

3.02 PIPE DISTRIBUTION

- A. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.
- B. No pipe shall be strung further along the route than 1,000 feet beyond the area in which the Contractor is actually working without written permission from the County. The County reserves the right to reduce this distance to a maximum distance of 200 feet in residential and commercial areas based on the effects of the distribution to the adjacent property owners.
- C. No street or roadway may be closed for unloading of pipe without first obtaining permission from the proper authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets and roadways upon which pipe is distributed.
- D. No distributed pipe shall be placed inside drainage ditches.
- E. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet from the roadway pavement, as measured edge-to-edge.

3.03 LOCATION AND GRADE

- A. The slope shown on a pipeline profile and/or called for in the Specifications is the slope of the invert of the pipe.
- B. Prior to clearing and grubbing, construction staking shall be performed.
- C. Construction shall begin at the low end of the sewer and proceed upstream without interruption. Multiple construction sites shall not be permitted without written authorization from the Engineer for each site. At a minimum, cut sheets between construction sites shall be submitted and approved before multiple construction sites will be permitted.
- D. The Contractor shall be responsible for any damage done to reference points, base lines, center lines and temporary bench marks, and shall be responsible for the cost of re-establishment of reference points, base lines, center lines and temporary bench marks as a result of the operations.

3.04 LAYING AND JOINTING PIPE AND ACCESSORIES

A. Lay all pipe and fittings to accurately conform to the lines and grades established by the Engineer.

B. Pipe Installation:

1. Proper implements, tools and facilities shall be provided for the safe performance of the Work. All pipe, fittings and valves shall be lowered carefully into the trench by means of slings, ropes or other suitable tools or equipment in such a manner as to prevent damage to sewer materials and protective coatings and linings. Under no circumstances shall sewer materials be dropped or dumped into the trench.
2. All pipe, fittings and appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Engineer, who may prescribe corrective repairs or reject the materials.
3. All lumps, blisters and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and free from dirt, sand, grit or any foreign materials before the pipe is laid. No pipe that contains dirt shall be laid.
4. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing or other materials shall be placed in the pipe at any time.
5. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
6. It is common practice to lay pipe with the bells facing the direction in which work is progressing; however, it is not mandatory.
7. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted.
8. Polyethylene Encasement: For Ductile Iron Pipe, installation of encasement, when directed by the Engineer, shall be in accordance with AWWA C105 and the manufacturer's instructions. All ends

shall be securely closed with tape and all damaged areas shall be completely repaired to the satisfaction of the Engineer.

C. Alignment and Gradient:

1. Lay pipe straight in alignment and gradient or follow true curves, where shown on the Drawings, as nearly as practicable. Do not deflect any joint more than the maximum deflection recommended by the manufacturer.
2. Maintain a transit, level and accessories on the job to lie out angles and ensure that deflection allowances are not exceeded.
3. The Contractor shall check the invert elevation at each manhole and the pipe invert elevation at each bell in open cut areas of pipe installation
4. The Contractor shall check the horizontal alignment of the sewer and ground surface elevations at the same schedule as for invert elevations.

D. Expediting of Work:

1. Excavate, lay the pipe, and backfill as closely together as possible, as determined by the Engineer. Do not leave unjointed pipe in the trench overnight. Backfill and compact the trench as soon as possible after laying and jointing is completed. Cover the exposed end of the installed pipe each day at the close of work and at all other times when work is not in progress. If necessary to backfill over the end of an uncompleted pipe or accessory, close the end with a suitable plug, either push-on, mechanical joint, restrained joint or as approved by the Engineer.

E. Joint Assembly:

1. Joints shall be assembled in accordance with the manufacturer's recommendations.
2. The Contractor shall internally inspect each pipe joint to insure proper assembly for pipe 30-inches in diameter and larger after the pipe has been brought to final alignment.
3. On reinforced concrete pipe, diameters 30-inches and larger, the Contractor shall fill the voids, on the pipe joint interior, with grout.

F. Cutting Pipe:

1. Cut ductile iron pipe using an abrasive wheel saw.
2. Cut PVC/HDPE pipe using a suitable saw.
3. Remove all burrs and smooth the end before jointing.
4. The Contractor shall cut DIP pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, accessories and closure pieces in the correct location. Only push-on or mechanical joint pipe shall be cut. Plastic and HDPE Pipe shall be cut precisely square.

3.05 SEWER SERVICE CONNECTIONS

- A. All sewer service connections shall be identified and located prior to pipe installation or replacement. The complete list of service laterals; included relevant footage and diameter of lateral shall be submitted prior to pipe installation or replacement to the Engineer for information. Upon commencement, pipe installation or replacement shall be continuous and without interruption from one manhole to another, except as approved by the Engineer and/or Engineer representative.
- B. After installation or replacement of mainline sewer is complete, but prior to service reconnects, perform a CCTV inspection with a hand held (“Push”) CCTV camera of all service laterals to the edge of right-of-way (ROW) or edge of easement, or as far as is feasible based on configuration or defects of laterals. The inspection shall be performed in the presence of the Engineer and/or Engineer representative. If the Engineer determines that a lateral requires replacement, the service lateral shall be replaced complete from the mainline sewer to the edge of ROW or edge of easement. If directed to do so by the Engineer, install a two-way cleanout at the edge of ROW or easement. The cleanout shall incorporate all appropriate and necessary couplings for a watertight connection to the service lateral piping.
- C. Upon completion of installation of the new mainline sewer pipe, the Contractor shall complete the reconnection of all service laterals on the segment within 24-hours to minimize inconvenience to sewer customers. Exceptions to this requirement apply only to service laterals that will be replaced from the mainline sewer to the edge of ROW or easement. In these cases, services shall be reconnected within a time frame specified by the Engineer at the work site.
- D. All service connections shall be made by core drilling a circular hole through the wall of the existing pipe. The hole size shall be equal to the

inside diameter of the connecting piping, free of burrs or rough edges and perpendicular to the existing pipe. Installation of the saddle assembly shall be in accordance with the saddle manufacturer's recommendations and provide a watertight seal. Pipe branch connection products shall correspond to the sewer main pipe material as indicated below:

| Sewer Main Material | Branch Connection Product |
|----------------------------|---|
| Ductile Iron *** | Sewer saddle equal to CB Sewer Saddle manufactured by Romac Industries. |
| Concrete | Sewer saddle equal to CB Sewer Saddle manufactured by Romac Industries. |
| Vitrified Clay *** | Sewer saddle equal to CB Sewer Saddle manufactured by Romac Industries. |
| PVC *** | Flexible type saddle equal to Fernco Flexible Tap Saddle. |
| HDPE | Flexible type saddle equal to Fernco Flexible Tap Saddle or electrofusion saddle equal to Central Plastics Company Electrofusion Branch Saddle. |

*** Wye or Tee fittings shall be used in lieu of the products indicated above if the sewer main piping is installed using open cut trench methods.

- E. Connections to the existing sewer house connection pipe shall be made using sleeved stainless steel flexible couplings. All flexible couplings shall conform to ASTM C 425 and shall be equal to those manufactured by Fernco Inc., DFW Plastics, Inc., or Mission Rubber Company.
- F. In the event a lined pipe is encountered, the host pipe (outer) pipe material shall be used to determine the branch connection product as indicated above.
- G. The slope of the existing service connection (lateral) toward the new pipe shall be maintained at the existing percent slope. Reconstructed service laterals shall be installed at a minimum slope of one percent (1%) or as specified by the Engineer.
- H. For Supplemental Work Not Shown on Plans or Other Work Tables, the work item term "Rehab Lateral" shall refer to the following process:
 - 1. The contractor shall locate the structure in the field and perform a CCTV inspection in accordance with Section 02752 Internal Sewer Condition Assessment. This item shall be paid under bid item Sewer, Internal Pipe Inspection, Service Lateral, 4" to 6" Diameter - Bid Item 4-I-6010.

2. The contractor shall review the results of the CCTV inspection with the Engineer and determine the appropriate rehabilitation method.
3. The contractor shall perform the rehabilitation method approved by the Engineer in accordance with the requirements of the Contract Documents. Payment for the rehabilitation shall be in accordance with the appropriate bid item as identified in the Bid Pricing Schedule.

3.07 CONSTRUCTION PRACTICES FOR POLYETHYLENE PIPE

- C. Handling of Pipe: Pipe shall be stored on clean, level ground to prevent undue scratching or gouging of the pipe. If the pipe must be stacked for storage, such stacking should be in accordance with the pipe manufacturer's recommendations. The pipe should be handled in such manner that it is not damaged by being dragged over sharp objects or cut by chokers or lifting equipment.
- D. Repair of Damaged Sections: Segments of pipe having cuts or gouges in excess of 10% of the wall thickness of the pipe shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the butt fusion joining method.
- E. Pipe Joining: Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe temperature, alignment, and fusion pressure.
- F. Handling of Fused Pipe: Fused segments of pipe shall be handled so as to avoid damage to the pipe. When lining fused sections of pipe, chains or cable-type chokers should be avoided. Nylon slings are preferred. Care should be exercised to avoid cutting or gouging the pipe.
- G. Trenching and Backfill: All trenching and backfill shall be in accordance with Section 02200 and standard details on the Drawings and as indicated below:
 1. Trench Construction: The trench and trench bottom should be constructed in accordance with ASTM D 2321 – Section 7.
 2. Embedment Material: Embedment materials should be Class I, Class II, or Class III materials as defined in ASTM D 2321 – Section 6. The use of Class IV and/or Class V materials for embedment are not recommended and should be allowed only with the approval of the engineer.

3. Bedding: Bedding of the pipe should be performed in accordance with ASTM D 2321 –Section 8. Compaction should be specified in ASTM D 2321. Deviation from the specified compaction shall be approved by the engineer.
4. Hauling and Initial Backfill: Hauling and initial backfill should be as specified in ASTM D 2321- Section 9 using Class I, Class II, or Class III materials. Materials used and compaction shall be as specified by the engineer. Compaction 85% Standard Proctor Density must be maintained in unpaved areas. Paved areas will require a higher level of compaction in accordance with the pavement design criteria.
5. Special Conditions: ASTM D 2321 – Section 11.2, Minimum Cover for Load Application, Section 11.3, Use of Compaction Equipment and Section 11.4, Removal of Trench Protection, should apply unless directed otherwise by the engineer.

3.08 MANHOLE AND PRECAST CONCRETE PRODUCT CONSTRUCTION

- A. Construct manholes as shown on the Drawings.
- B. Precast Concrete: Handle sections carefully to prevent cracking or chipping. Provide uniform bedding of the bottom section to prevent uneven loading. Install gaskets and joint sealants in accordance with manufacturer's recommendations to produce a watertight structure.
- C. Brick: Bed the bottom and sides of every brick in mortar. Apply a smooth coat of mortar, 3/4-inch thick, on the inside and outside.
- D. Pipe Connections: Seal the connection between the pipe and the manhole as follows:
 1. Pipe 36-Inch Diameter and Less: Connect pipe to manhole utilizing rubber boots.
 2. If rubber boots are damaged, replace Type I boots with a new boot and repair Type II boots by constructing a manhole collar.
 3. If preformed openings must be enlarged or altered, or if new openings must be made in the field, minimize the amount of material removed to provide closely matched surfaces for grouting.

- E. Inverts: Form channels as shown on the Drawings, rounded, and troweled smooth with brick faces exposed. Maintain consistent grade through the invert.
- F. Top Elevations: Build manholes outside of paved areas to 30-inches above finished grade, unless otherwise shown on the Drawings or directed by the Engineer. Build manholes in paved areas to existing grades.
- G. Drop Connections: Replace existing manholes that contain drop connections, where required, with a similar drop connection. Construct drop connections of the same materials as the upstream sewer and in accordance with the details shown on the Drawings.
- H. Frames and Covers: Unless frame and cover is at grade, the frame shall be cast into the cone section. Covers shall be solid, cast-iron, without ventilation holes.
- I. Seal all manhole joints and lift holes, both inside and out, with grout. Between precast sections, this is in addition to joint sealant.

3.09 CONCRETE ENCASEMENT

- A. Provide concrete encasement of pipe when directed by the Engineer or to protect the pipe when any one of the following conditions are encountered:
 - 1. Pipe crosses under a creek;
 - 2. The top of the pipe would have less than 30 inches of ground cover;
 - 3. The trench bottom consists of unstable material.

3.10 INSPECTION AND TESTING

- A. Clean and test lines before requesting final acceptance. Where any obstruction is met, clean the sewers by means of rods, swabs, or other instruments. When requested by the Engineer, flush out lines and manholes before final inspection. The costs for inspection and testing shall be included in the unit prices for pipe replacement and point repairs.
- B. Alignment: Pipe lines shall be straight and show a uniform grade between manholes. Correct any discrepancies discovered during inspection.
- C. Water tightness: A water tightness test shall be performed on all new sewers constructed and lined sewers (prior to cutting the liner to reinstate lateral connections)

as indicated below. All visible leaks, including those found via television inspection, shall be repaired.

1. Low-Pressure Air Test: Sewer diameters less than or equal to 24-inches.
 - a. Prior to air testing, the section of sewer between manholes shall be thoroughly cleaned and wetted. Immediately after cleaning or while the pipe is water soaked, the sewer shall be tested with low-pressure air. At the Contractor's option, sewers may be tested in lengths between manholes or in short sections (25 feet or less) using inflatable balls pulled through the line from manhole to manhole. Air shall be slowly supplied to the plugged sewer section until internal air pressure reaches approximately 4.3 psi. After this pressure is reached and the pressure allowed to stabilize (approximately two to five minutes), the pressure may be reduced to 3.5 psi before starting the test. If a 1.0 psi drop does not occur within the test time, then the line has passed the test. If the pressure drops more than 1.0 psi during the test time, the line is presumed to have failed the test, and the Contractor will be required to locate the failure, make necessary repairs, and retest the line. Minimum test time for various pipe sizes and types is as follows:

| Nominal Pipe Size, inches | Time (Min/100 feet) | |
|------------------------------|---------------------|----------------------|
| | VCP, RCP | DIP, PVC, HDPE |
| 6 | 0.7 | 5.7 |
| 8 | 1.2 | 7.6 |
| 10 | 1.5 | 9.4 |
| 12 | 1.8 | 11.3 |
| 15 | 2.1 | 14.2 |
| 18 | 2.4 | 17.0 |
| 21 | 3.0 | 19.8 |
| 24 | 3.6 | 22.8 |

- b. Required test equipment, including inflatable balls, braces, air hose, air source, timer, rotameter as applicable, cut-off valves, pressure reducing valve, 0-15 psi pressure gauge, 0-5 psi pressure gauge with gradations in 0.1 psi and accuracy of

+ two percent, shall be provided by the Contractor. Testing equipment shall be equal to Cherne Air-Loc Testing Systems.

- c. The Contractor shall keep records of all tests made. Copy of such records will be given to the Owner. Such records shall show date, line number and stations, operator, and such other pertinent information as required by the Engineer.
- d. The Contractor is cautioned to observe proper safety precautions in performance of the air testing. It is imperative that plugs be properly secured and that care be exercised in their removal. Every precaution shall be taken to avoid the possibility of over-pressurizing the sewer line.

D. Deflection Test:

- 1. All PVC pipe gravity sewers.
 - a. Test PVC and gravity sewer for excessive deflection by passing a mandrel through the pipe. Deflection of the pipe shall not exceed ten percent.
 - b. The mandrel size shall be based upon the maximum possible inside diameter for the type of pipe being tested, taking into account the allowable manufacturing tolerances of the pipe. The mandrel shall have an odd number of legs, or vanes, with a quantity of such equal to or greater than nine. The legs of the mandrel shall be permanently attached to the mandrel. A mandrel with variable sizes shall not be allowed. The mandrel shall be constructed of steel, aluminum or other material approved by the Engineer, and shall have sufficient rigidity so the legs of the mandrel will not deform when pulling through a pipe. The mandrel dimensions shall be checked by the Engineer before use by the Contractor.
 - c. Excavate and install properly any section of pipe not passing the test. Re-test until results are satisfactory.
 - d. The test shall be performed twice:
 - 1) Once within the first 30 days of installation
 - 2) Once during final inspection, but no sooner than 30 days after pavement backfill done, at the completion of this contract.

E. Closed Circuit Television: The interior of the gravity sewers shall be subjected to a televised inspection. The audio/video shall provide an audio description of what is being viewed; provide a continuous running footage indicator between manholes; and be prepared in the presence of the County's representative. Prior to Final Acceptance, the County shall be provided with one copy of the TV inspection report and video showing the entire length of gravity sewer being tested. The report shall contain the condition of pipe, type of pipe, depth, location of services, length, type joint, roundness, and distance between manholes. Any pipe found to be cracked, leaking, misaligned, bellied or otherwise defective shall be removed and replaced. CCTV inspection shall conform to the requirements of Section 02752. All costs associated with the CCTV inspection shall be considered incidental to the pipe installation work and shall be included in the unit prices.

F. Manholes:

1. The costs for vacuum testing of lined and new manholes shall be included in the unit price for the manhole work. Prior to testing manholes for water tightness, all lift holes shall be plugged with a non-shrink grout, all joints between precast sections shall be properly sealed and all pipe openings shall be temporarily plugged and properly braced.
2. Vacuum Tests: The manhole, after proper preparation as noted above, shall be vacuum tested prior to or after backfilling. The test head shall be placed at the inside of the top of the cone section and the compression head inflated to 40 psi to affect a seal between the vacuum base and the manhole structure. Connect the vacuum pump to the outlet port with the valve open. A vacuum of 10-inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9-inches. The manhole shall pass if the time is greater than that specified in the table below. If the manhole fails the initial test, necessary repairs shall be made with non-shrink grout while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test is obtained. Vacuum testing equipment shall be equal to that as manufactured by P.A. Glazier, Inc.

| MINIMUM TEST TIMES FOR VARIOUS MANHOLE DIAMETERS AND DEPTHS | | | |
|--|---|---|---|
| <i>Depth (feet)</i> | Minimum Test Times with a 4 ft. Diameter | Minimum Test Times with a 5 ft. Diameter | Minimum Test Times with a 6 ft. Diameter |
| 8 | 20 | 28 | 33 |

| | | | |
|----|----|----|-----|
| 10 | 25 | 33 | 41 |
| 12 | 30 | 39 | 49 |
| 14 | 35 | 48 | 57 |
| 16 | 40 | 52 | 67 |
| 18 | 45 | 59 | 73 |
| 20 | 50 | 65 | 81 |
| 22 | 55 | 72 | 89 |
| 24 | 59 | 78 | 97 |
| 26 | 64 | 85 | 105 |
| 28 | 69 | 91 | 113 |
| 30 | 74 | 98 | 121 |

3.11 PROTECTION AND RESTORATION OF WORK AREA

- A. General: Return all items and all areas disturbed, directly or indirectly by work under these Specifications, to their original condition or better, as quickly as possible after work is started.
1. The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.
 2. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
 3. Handwork, including raking and smoothing, shall be required to ensure that the removal of roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance.
 4. The Engineer shall be authorized to stop all work by the Contractor when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.
- B. Man-Made Improvements: Protect, or remove and replace with the Engineer's approval, all fences, walkways, mail boxes, pipe lines, drain culverts, power and telephone lines and cables, property pins and other

improvements that may be encountered in the work. Fences crossing the easement shall be gated.

- C. Cultivated Growth: Do not disturb cultivated trees or shrubbery unless approved by the Engineer. Any such trees or shrubbery that must be removed shall be heeled in and replanted under the direction of an experienced nurseryman.

- D. Cutting of Trees: Do not cut trees for the performance of the work except as absolutely necessary. Protect trees that remain in the vicinity of the work from damage from equipment. Do not store spoil from excavation against the trunks. Remove excavated material stored over the root system of trees within 30 days to allow proper natural watering of the root system. Repair any damaged tree over 3-inches in diameter, not to be removed, under the direction of an experienced nurseryman. All trees and brush that require removal shall be promptly and completely removed from the work area and disposed of by the Contractor. No stumps, woodpiles, or trash piles will be permitted on the work site. The Contractor may chip and grind vegetation and spread over the disturbed area if approved by the County.

- E. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the project in accordance with the applicable codes and rules of the appropriate County, state and federal regulatory agencies. All debris and rubbish from clearing operations shall be removed from site within one (1) week after cutting.

- F. Swamps and Other Wetlands:
 - 1. The Contractor shall not construct permanent roadbeds, berms, drainage structures or any other structures that alter the original topographic features within the easement.

 - 2. All temporary construction or alterations to the original topography will incorporate measures to prevent erosion into the surrounding swamp or wetland. All areas within the easement shall be returned to their original topographic condition as soon as possible after work is completed in the area. All materials of construction and other non-native materials shall be disposed by the Contractor.

 - 3. The Contractor shall provide temporary culverts or other drainage structures, as necessary, to permit the free migration of water between portions of a swamp, wetland or stream that may be temporarily divided by construction.

4. The Contractor shall not spread, discharge or dump any fuel oil, gasoline, pesticide, or any other pollutant to adjacent swamps or wetlands.

END OF SECTION 333100

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BIDDER'S UNIT PRICE

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined ITB No.17-100810 , an annexed proposed form of Contract, the Specifications therein contained, and the Drawings therein referred to, and that he proposes and agrees that if his Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the unit prices on the form following this page. If the Bidder's Unit Price exceeds one page in length it should be completed in an excel format, typewritten, printed out and attached hereto. Handwritten Unit Prices exceeding one page in length may not be accepted and may result in the proposed Bid being deemed non-responsive.

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| SECTION 1 - BID ITEMS | | | | | | | | |
|------------------------------|--------------|--|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| Section 1 – BID Items | | | | | | | | |
| | 151-1000 | Mobilization/Demobilization | EA | 50 | \$ | \$ | \$ | \$ |
| 2 | 150-1001 | Traffic Control Per MUTCD, Per Setup Complete (Including Materials, Devices, Flagman, Etc.) Flat Fee per each work authorization | EA | 50 | \$ | \$ | \$ | \$ |
| 3 | 162-1300 | Check Dam | EA | 50 | \$ | \$ | \$ | \$ |
| 4 | 171-0030 | Temporary Silt Fence, Type – C | LF | 12,500 | \$ | \$ | \$ | \$ |
| 5 | 603-2012 | Stone dumped rip rap type 1, 12in. | SY | 50 | \$ | \$ | \$ | \$ |
| 6 | 610-0220a | Remove And Replace 6' Wooden Fence | LF | 50 | \$ | \$ | \$ | \$ |
| 7 | 610-0220b | Remove And Replace 8' Wooden Fence | LF | 50 | \$ | \$ | \$ | \$ |
| 8 | 610-0213a | Remove And Replace 6' Chain Link Fence | LF | 50 | \$ | \$ | \$ | \$ |
| 9 | 610-0213b | Remove And Replace 8' Chain Link Fence | LF | 50 | \$ | \$ | \$ | \$ |
| 10 | 163-0300 | 20' X 50' Construction Entrance (Including Filter Fabric, Rocks, Etc.) | EA | 5 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 11 | 207-0203 | Furnish And Install Foundation Backfill Material, Type II. (Gab, 57 Stone, Soil) | CY | 5,000 | \$ | \$ | \$ | \$ |
| 12 | 210-0100 | Grading Complete | SY | 1,000 | \$ | \$ | \$ | \$ |
| 13 | 660-3550 | Rock Excavation | CY | 750 | \$ | \$ | \$ | \$ |
| 14 | 444-1000 | Saw Cutting | LF | 12,500 | \$ | \$ | \$ | \$ |
| 15 | 432-0208 | Mill ASPH CONC PVMT, 2in Depth | SY | 100 | \$ | \$ | \$ | \$ |
| 16 | 500-3900 | Class B CONC INCL REINF Steel | CY | 10 | \$ | \$ | \$ | \$ |
| 17 | 615-1000a | Jack And Bore 18 in Steel Casing & Install 8" ductile iron pipe for water main per DWM standards | LF | 300 | \$ | \$ | \$ | \$ |
| 18 | 615-1000b | Jack And Bore 20 in Steel Casing & Install 10" ductile iron pipe for water main per DWM standards | LF | 500 | \$ | \$ | \$ | \$ |
| 19 | 615-1000c | Jack And Bore 22 in Steel Casing & Install 12" ductile iron pipe for water main per DWM standards | LF | 600 | \$ | \$ | \$ | \$ |
| 20 | 615-1000d | Jack And Bore 30 in Steel Casing & Install 16" ductile iron pipe for water main per DWM standards | LF | 300 | \$ | \$ | \$ | \$ |
| 21 | 615-1002 | Jack And Bore Copper Pipe, 1 1/2in | LF | 500 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 22 | 615-1004 | Uncased Boring/Free Boring (Including Ductile Iron Pipe, Cl 51, 6in or 8in) | LF | 2,500 | \$ | \$ | \$ | \$ |
| 23 | 615-1006 | Uncased Boring/Free Boring (Including Ductile Iron Pipe, Cl 51, 10in) | LF | 250 | \$ | \$ | \$ | \$ |
| 24 | 615-1008 | Uncased Boring/Free Boring (Including Ductile Iron Pipe, Cl 51, 12in) | LF | 250 | \$ | \$ | \$ | \$ |
| 25 | 652-5451 | Solid Traffic Stripe, 5in White and Yellow | LF | 1,000 | \$ | \$ | \$ | \$ |
| 26 | 652-6501 | Skip Traffic Stripe, 5in White and Yellow | LF | 1,000 | \$ | \$ | \$ | \$ |
| 27 | 670-1180 | Water Main, 8in Dip, 1ft – 8ft Cover | LF | 25,000 | \$ | \$ | \$ | \$ |
| 28 | 670-1081 | Water Main, 8in Dip, 8ft – 12ft Cover | LF | 1,000 | \$ | \$ | \$ | \$ |
| 29 | 670-1082 | Water Main, 8in Dip, 12ft – 15ft Cover | LF | 200 | \$ | \$ | \$ | \$ |
| 30 | 670-1120 | Water Main, 12in Dip, 1ft – 8ft Cover | LF | 2,500 | \$ | \$ | \$ | \$ |
| 31 | 670-1121 | Water Main, 12in Dip, 8ft – 12ft Cover | LF | 1,200 | \$ | \$ | \$ | \$ |
| 32 | 670-1122 | Water Main, 12in Dip, 12ft – 15ftCover | LF | 100 | \$ | \$ | \$ | \$ |
| 33 | 670-1160 | Water Main, 16in Dip, 1ft – 8ft Cover | LF | 2,500 | \$ | \$ | \$ | \$ |
| 34 | 670-1161 | Water Main, 16in Dip, 8ft – 12ft Cover | LF | 250 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 35 | 670-1162 | Water Main, 16in Dip, 12ft – 15ft Cover | LF | 100 | \$ | \$ | \$ | \$ |
| 36 | 670-2002 | Valve Marker | EA | 200 | \$ | \$ | \$ | \$ |
| 37 | 670-2060 | Gate Valve 6in W/Box & Pad | EA | 100 | \$ | \$ | \$ | \$ |
| 38 | 670-2080 | Gate Valve 8in W/Box & Pad | EA | 50 | \$ | \$ | \$ | \$ |
| 39 | 670-2120 | Gate Valve 12in W/Box & Pad | EA | 10 | \$ | \$ | \$ | \$ |
| 40 | 670-2160 | Gate Valve 16in W/Box & Pad | EA | 10 | \$ | \$ | \$ | \$ |
| 41 | 670-3066 | Tapping Sleeve & Valve Assembly 6in X 6in | EA | 25 | \$ | \$ | \$ | \$ |
| 42 | 670-3086 | Tapping Sleeve & Valve Assembly 8in X 6in | EA | 25 | \$ | \$ | \$ | \$ |
| 43 | 670-3107 | Tapping Sleeve & Valve Assembly 8in X 8in | EA | 25 | \$ | \$ | \$ | \$ |
| 44 | 670-3126 | Tapping Sleeve & Valve Assembly 12in X 6in | EA | 10 | \$ | \$ | \$ | \$ |
| 45 | 670-3127 | Tapping Sleeve & Valve Assembly 12in X 8in | EA | 10 | \$ | \$ | \$ | \$ |
| 46 | 670-3109 | Tapping Sleeve & Valve Assembly 12in X 12in | EA | 10 | \$ | \$ | \$ | \$ |
| 47 | 670-3166 | Tapping Sleeve & Valve Assembly 16in X 6in | EA | 5 | \$ | \$ | \$ | \$ |
| 48 | 670-3167 | Tapping Sleeve & Valve Assembly 16in X 8in | EA | 5 | \$ | \$ | \$ | \$ |
| 49 | 670-3169 | Tapping Sleeve & Valve Assembly 16in X 12in | EA | 5 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 50 | 670-3170 | Tapping Sleeve & Valve Assembly 16in X 16in | EA | 5 | \$ | \$ | \$ | \$ |
| 51 | 670-4000 | FIRE HYDRANT | EA | 70 | \$ | \$ | \$ | \$ |
| 52 | 670-5010 | WATER SERVICE LINE, 1IN | LF | 500 | \$ | \$ | \$ | \$ |
| 53 | 670-5620 | WATER SERVICE LINE, 3/4IN | LF | 7,500 | \$ | \$ | \$ | \$ |
| 54 | 670-5640 | WATER SERVICE LINE, 1 1/2IN | LF | 500 | \$ | \$ | \$ | \$ |
| 55 | 670-7000 | Steel Casing 18" to 30" | LF | 500 | \$ | \$ | \$ | \$ |
| 56 | 670-9729 | Replace Water Meter & Box 3/4in | EA | 300 | \$ | \$ | \$ | \$ |
| 57 | 670-9731a | Replace Water Meter & Box 1in | EA | 10 | \$ | \$ | \$ | \$ |
| 58 | 670-9741 | Complete Installation 3/4in & 1in Water Meter & Box and All Necessary Fittings | EA | 50 | \$ | \$ | \$ | \$ |
| 59 | 611-8720 | Complete Adjustment of 3/4 In & 1 In Meter, Meter Boxes and All Necessary Fittings | EA | 50 | \$ | \$ | \$ | \$ |
| 60 | 670-9729 | Replace Damaged Water Meter, or Water Meter Parts | EA | 25 | \$ | \$ | \$ | \$ |
| 61 | 670-9730 | Relocation of Existing 3/4 In & 1 In Water Services, Meters And Meter Boxes From 1ft. to 25ft. (See Note 1) | EA | 10 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|--|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 62 | 670-9731 | Relocation of Existing ¾ In & 1 In Water Services, Meters And Meter Boxes From 26ft. to 50ft. (See Note 1) | EA | 10 | \$ | \$ | \$ | \$ |
| 63 | 611-8120a | Adjust Existing Water Meter Box to Grade (Paved Areas) | EA | 25 | \$ | \$ | \$ | \$ |
| 64 | 611-8120b | Adjust Existing Water Meter Box to Grade (Unpaved Areas) | EA | 25 | \$ | \$ | \$ | \$ |
| 65 | 670-9920 | Remove Existing Fire Hydrant | EA | 50 | \$ | \$ | \$ | \$ |
| 66 | 611-8120 | Adjust Water Valve Box To Grade | EA | 25 | \$ | \$ | \$ | \$ |
| 67 | 670-9910 | Remove Existing Water Valve, Including Box & Fill Hole | EA | 25 | \$ | \$ | \$ | \$ |
| 68 | 670-2003 | Air Release Valve Assembly | EA | 5 | \$ | \$ | \$ | \$ |
| 69 | 670-9731 | Relocate Existing Backflow Preventer, Including Vault and Associated Fittings and Test(4" - 10") | EA | 5 | \$ | \$ | \$ | \$ |
| 70 | 670-9733 | Relocate Existing Backflow Preventer, Including Vault/Box and Associated Fittings and Test (3/4" - 2") | EA | 5 | \$ | \$ | \$ | \$ |
| 71 | 670-9736 | Relocate Existing Water Meter, Including Bypass | EA | 5 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|--|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| | | and Vault, Less Than 4 In | | | | | | |
| 72 | 670-9737 | Relocate Existing Water Meter, Including Bypass and Vault, 4 In and Larger | EA | 5 | \$ | \$ | \$ | \$ |
| 73 | 600-0001 | Flowable Fill | CY | 150 | \$ | \$ | \$ | \$ |
| 74 | 670-6001 | Grassing Complete | SY | 17,500 | \$ | \$ | \$ | \$ |
| 75 | 670-9100 | Block Sod Complete | SY | 17,500 | \$ | \$ | \$ | \$ |
| 76 | 670-9101 | Temporary Grassing | SY | 17,500 | \$ | \$ | \$ | \$ |
| 77 | 100-9200 | Sidewalk Restoration | SY | 500 | \$ | \$ | \$ | \$ |
| 78 | 100-9300 | Pavement Restoration (1.5" to 2" Asphalt Restoration) | SY | 500 | \$ | \$ | \$ | \$ |
| 79 | 441-0014 | Driveway Restoration (Concrete, 4" Thick) | SY | 500 | \$ | \$ | \$ | \$ |
| 80 | 441-0016 | Driveway Restoration (Concrete, 6" Thick) | SY | 500 | \$ | \$ | \$ | \$ |
| 81 | 201-1500 | Clear & Grub (Excluding Trees and Stumps) | AC | 3 | \$ | \$ | \$ | \$ |
| 82 | 441-6012 | Concrete Curb & Gutter, - All Sizes and Types | LF | 500 | \$ | \$ | \$ | \$ |
| 83 | 441-5003 | Concrete Header Curb - All Types C-1 | LF | 500 | \$ | \$ | \$ | \$ |
| 84 | 611-5280 | Reset Granite Curb (Labor Only) | LF | 600 | \$ | \$ | \$ | \$ |
| 85 | 500-2200 | Plain Concrete 4000 PSI | CY | 1,500 | \$ | \$ | \$ | \$ |
| 86 | 500-2201 | Plain Concrete 5000 PSI | CY | 500 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 87 | 500-3200 | Reinforced Concrete 4000 PSI. | CY | 100 | \$ | \$ | \$ | \$ |
| 88 | 500-3201 | Reinforced Concrete 5000 PSI. | CY | 50 | \$ | \$ | \$ | \$ |
| 89 | 670-6050a | Bypass Pumping on 16" and Smaller Diameter Pipes W/Flow between 25 and 50% | LF | 500 | \$ | \$ | \$ | \$ |
| 90 | 670-6050b | Bypass Pumping on 16" and Smaller Diameter Pipes W/Flow between 50 and 100% | LF | 500 | \$ | \$ | \$ | \$ |
| 91 | 670-6050c | Bypass Pumping on 18" to 24" Diameter Pipes W/Flow between 25 and 50% | LF | 500 | \$ | \$ | \$ | \$ |
| 92 | 670-6050d | Bypass Pumping on 18" to 24" Diameter Pipes W/Flow between 50 and 100% | LF | 500 | \$ | \$ | \$ | \$ |
| 93 | 611-3022a | Epoxy Manhole Lining, 48" Diameter | VF | 50 | \$ | \$ | \$ | \$ |
| 94 | 611-3022b | Cementitious Manhole Lining, 48" Diameter | VF | 50 | \$ | \$ | \$ | \$ |
| 95 | 660-0006a | Sanitary Sewer Pipe, 6 Inch, PVC, Depth 1 Ft.- 8 Ft. | LF | 500 | \$ | \$ | \$ | \$ |
| 96 | 660-0006b | Sanitary Sewer Pipe, 6 Inch, PVC, Depth 9 Ft.- 12 Ft. | LF | 100 | \$ | \$ | \$ | \$ |
| 97 | 660-0006c | Sanitary Sewer Pipe, 6 Inch, PVC, Depth 13 Ft.- 16 Ft. | LF | 100 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 98 | 660-0007 | Install 6 Inch PVC Clean Out. | EA | 25 | \$ | \$ | \$ | \$ |
| 99 | 660-0008a | Sanitary Sewer Pipe, 8 Inch, PVC, Depth 1 Ft. – 8 Ft. | LF | 1,000 | \$ | \$ | \$ | \$ |
| 100 | 660-0008b | Sanitary Sewer Pipe, 8 Inch, PVC, Depth 9 Ft. – 12ft. | LF | 1,000 | \$ | \$ | \$ | \$ |
| 101 | 660-0008c | Sanitary Sewer Pipe, 8 Inch, PVC, Depth 13 Ft. – 16 Ft. | LF | 250 | \$ | \$ | \$ | \$ |
| 102 | 660-0010a | Sanitary Sewer Pipe, 10 Inch, PVC, Depth 1 Ft. – 8ft. | LF | 1,000 | \$ | \$ | \$ | \$ |
| 103 | 660-0010b | Sanitary Sewer Pipe, 10 Inch, PVC, Depth 9 Ft. – 12ft. | LF | 500 | \$ | \$ | \$ | \$ |
| 104 | 660-0010c | Sanitary Sewer Pipe, 10 Inch, PVC, Depth 13 Ft. – 16ft. | LF | 200 | \$ | \$ | \$ | \$ |
| 105 | 660-0012a | Sanitary Sewer Pipe, 12 Inch, PVC, Depth 1 Ft.-8 Ft. | LF | 1,000 | \$ | \$ | \$ | \$ |
| 106 | 660-0012b | Sanitary Sewer Pipe, 12 Inch, PVC, Depth 9 Ft.-12 Ft. | LF | 500 | \$ | \$ | \$ | \$ |
| 107 | 660-0012c | Sanitary Sewer Pipe, 12 Inch, PVC, Depth 13 Ft.-16 Ft. | LF | 250 | \$ | \$ | \$ | \$ |
| 108 | 660-0012d | Sanitary Sewer Pipe, 15 Inch, PVC, Depth 1 Ft.-8 Ft. | LF | 500 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|--|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 109 | 660-0012e | Sanitary Sewer Pipe, 15 Inch, PVC, Depth 9 Ft.-12 Ft. | LF | 250 | \$ | \$ | \$ | \$ |
| 110 | 660-0012f | Sanitary Sewer Pipe, 15 Inch, PVC, Depth 13 Ft.-16 Ft. | LF | 250 | \$ | \$ | \$ | \$ |
| 111 | 660-0806a | Sanitary Sewer Pipe, 6 Inch, Ductile Iron, Depth 1 Ft. – 8ft | LF | 500 | \$ | \$ | \$ | \$ |
| 112 | 660-0806b | Sanitary Sewer Pipe, 6 Inch, Ductile Iron, Depth 9 Ft. – 12ft | LF | 500 | \$ | \$ | \$ | \$ |
| 113 | 660-0806c | Sanitary Sewer Pipe, 6 Inch, Ductile Iron, Depth 13 Ft. – 16ft | LF | 200 | \$ | \$ | \$ | \$ |
| 114 | 660-0806d | Sanitary Sewer Pipe, 6 Inch, Ductile Iron, Depth 17 Ft. – 20ft | LF | 200 | \$ | \$ | \$ | \$ |
| 115 | 660-0806e | Sanitary Sewer Pipe, 6 Inch, Ductile Iron, Depth 21 Ft. – 25ft | LF | 200 | \$ | \$ | \$ | \$ |
| 116 | 660-0808f | Sanitary Sewer Pipe, 8 Inch, Ductile Iron Depth 1 Ft. – 10ft | LF | 2,500 | \$ | \$ | \$ | \$ |
| 117 | 660-0808g | Sanitary Sewer Pipe, 8 Inch, Ductile Iron Depth 11 Ft. – 15ft | LF | 1,000 | \$ | \$ | \$ | \$ |
| 118 | 660-0808h | Sanitary Sewer Pipe, 8 Inch, Ductile Iron Depth 16 ft. – 20 ft | LF | 500 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|--|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 119 | 660-0808i | Sanitary Sewer Pipe, 8 Inch, Ductile Iron Depth 21 ft. – 30 ft | LF | 500 | \$ | \$ | \$ | \$ |
| 120 | 660-0810a | <u>Sanitary Sewer Pipe, 10 Inch, Ductile Iron, Depth 1 ft. – 10 ft</u> | LF | 500 | \$ | \$ | \$ | \$ |
| 121 | 660-0810b | <u>Sanitary Sewer Pipe, 10 Inch, Ductile Iron, Depth 11 ft. – 15 ft</u> | LF | 250 | \$ | \$ | \$ | \$ |
| 122 | 660-0810c | Sanitary Sewer Pipe, 10 Inch, Ductile Iron, 16 ft. – 20 ft | LF | 250 | \$ | \$ | \$ | \$ |
| 123 | 660-0810d | Sanitary Sewer Pipe, 10 Inch, Ductile Iron, 21 ft. – 25 ft | LF | 250 | \$ | \$ | \$ | \$ |
| 124 | 660-0812a | Sanitary Sewer Pipe, 12 Inch, Ductile Iron, Depth 1 ft. – 10 ft. | LF | 1,000 | \$ | \$ | \$ | \$ |
| 125 | 660-0812b | <u>Sanitary Sewer Pipe, 12 Inch, Ductile Iron, Depth 11 ft. – 15 ft.</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 126 | 660-0812c | <u>Sanitary Sewer Pipe, 12 Inch, Ductile Iron, Depth 16 ft. – 20 ft.</u> | LF | 500 | \$ | \$ | \$ | \$ |
| 127 | 660-0812d | <u>Sanitary Sewer Pipe, 12 Inch, Ductile Iron, Depth 21 ft. – 25 ft.</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 128 | 660-0816e | <u>Sanitary Sewer Pipe, 16 Inch, Ductile Iron, Depth 1 ft. – 10 ft.</u> | LF | 1,000 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|--|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 129 | 660-0816a | <u>Sanitary Sewer Pipe, 16 Inch, Ductile Iron, Depth 11 ft. – 15 ft.</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 130 | 660-0816b | <u>Sanitary Sewer Pipe, 16 Inch, Ductile Iron, Depth 16 ft. – 20 ft.</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 131 | 660-0816c | <u>Sanitary Sewer Pipe, 16 Inch, Ductile Iron, Depth 21 ft. – 25 ft.</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 132 | 660-0818a | <u>Sanitary Sewer Pipe, 18 Inch, Ductile Iron, Depth 1 ft. – 10 ft.</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 133 | 660-0818b | <u>Sanitary Sewer Pipe, 18 Inch, Ductile Iron, Depth 11 ft. – 15 ft.</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 134 | 660-0818c | <u>Sanitary Sewer Pipe, 18 Inch, Ductile Iron, Depth 16 ft. – 20 ft.</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 135 | 660-0818d | <u>Sanitary Sewer Pipe, 18 Inch, Ductile Iron, Depth 21 ft. – 25 ft.</u> | LF | 1,500 | \$ | \$ | \$ | \$ |
| 136 | 660-0004 | <u>Force Main Pipe, 4 Inch, Ductile Iron.</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 137 | 660-0006 | <u>Force Main Pipe, 6 Inch, Ductile Iron.</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 138 | 660-0008 | <u>Force Main Pipe, 8 Inch, Ductile Iron.</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 139 | 660-0010 | <u>Force Main Pipe, 10 Inch, Ductile Iron.</u> | LF | 100 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|--|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 140 | 660-0012 | <u>Force Main Pipe, 12 Inch, Ductile Iron.</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 141 | 660-0016 | <u>Force Main Pipe, 16 Inch, Ductile Iron.</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 142 | 660-0018a | <u>Force Main Pipe, 18 Inch, Ductile Iron.</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 143 | 668-3304a | <u>4 Feet Diameter Standard Sanitary Sewer Manhole, Depth 1 ft. – 8 ft.</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 144 | 668-3304b | <u>4 Feet Diameter Standard Sanitary Sewer Manhole, Depth 9 ft. – 12 ft.</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 145 | 668-3304c | <u>4 Feet Diameter Standard Sanitary Sewer Manhole, Additional Depth.</u> | VF | 10 | \$ | \$ | \$ | \$ |
| 146 | 668-3305d | <u>5 Feet Diameter Standard Sanitary Sewer Manhole, Depth 1 ft. – 8 ft.</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 147 | 668-3305e | <u>5 Feet Diameter Standard Sanitary Sewer Manhole, Depth 9 ft. – 12 ft.</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 148 | 668-3305f | <u>5 Feet Diameter Standard Sanitary Sewer Manhole, Additional Depth.</u> | Vf | 10 | \$ | \$ | \$ | \$ |
| 149 | 668-3306g | <u>6 Feet Diameter Standard Sanitary Sewer Manhole, Depth 1 ft. – 8 ft.</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 150 | 668-3306h | <u>6 Feet Diameter Standard Sanitary Sewer Manhole,</u> | EA | 10 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| | | <u>Depth 9 ft. – 15 ft.</u> | | | | | | |
| 151 | 611-3306i | <u>6 Feet Diameter Standard Sanitary Sewer Manhole, Additional Depth.</u> | VF | 25 | \$ | \$ | \$ | \$ |
| 152 | 611-8050a | <u>Adjust Sanitary Sewer Manhole to Grade up to 12 Inch (Concrete/Paved Areas)</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 153 | 611-8050b | <u>Adjust Sanitary Sewer Manhole To Grade Up To 12 Inch (Unpaved Areas)</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 154 | 610-0815 | <u>Remove And Fill Existing Sanitary Sewer Manhole (Frame & Cover/Cone & Fill</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 155 | 610-0959a | <u>Remove Pipe 6in – 16in</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 156 | 936-1000 | <u>CCTV Inspection (Pre Installation), If Requested By The County</u> | LF | 500 | \$ | \$ | \$ | \$ |
| 157 | 660-2042 | <u>Service Lateral Reconnect 4" Diameter</u> | LF | 10 | \$ | \$ | \$ | \$ |
| 158 | 660-2043 | <u>Service Lateral Reconnect 6" Diameter</u> | LF | 10 | \$ | \$ | \$ | \$ |
| 159 | 660-2050a | <u>Service Lateral Reconnect Additional Lf (Over 12/16' Length), any Depth</u> | EA | 10 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|--|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 160 | 660-2050b | <u>Service Lateral Replacement 4"-6" Diameter- 0-8', Depth, Up to 12lf</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 161 | 660-3500 | <u>Unsuitable Soil Backfill Removal and or Replacement (Sanitary Sewers)</u> | CY | 200 | \$ | \$ | \$ | \$ |
| 162 | 670-9400 | <u>Unsuitable Soil Backfill Removal and or Replacement (Water Distribution System)</u> | CY | 200 | \$ | \$ | \$ | \$ |
| 163 | 660-2601a | <u>Sewer, Internal Cleaning 6" to 10" Diameter</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 164 | 660-2601b | <u>Sewer, Internal Cleaning 12" to 15" Diameter</u> | LF | 1,000 | \$ | \$ | \$ | \$ |
| 165 | 999-7901a | <u>Sewer Debris Removal and Disposal from Cleaning</u> | TN | 10 | \$ | \$ | \$ | \$ |
| 166 | 660-5000a | <u>Sewer, External Point Repair, 6" to 15" PVC, 0' to 8' Depth</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 167 | 660-5000b | <u>Sewer, External Point Repair, 6" to 15" PVC, 0' to 8' Depth, Additional LF</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 168 | 660-5000c | <u>Sewer, External Point Repair, 6" to 15" PVC, >8' to < 12' Depth</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 169 | 660-5000d | <u>Sewer, External Point Repair, 6" to 15" PVC, >8'</u> | LF | 100 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| | | <u>to ≤ 12' Depth, Additional LF</u> | | | | | | |
| 170 | 660-5000e | <u>Sewer, External Point Repair, 6" to 15" PVC, >12' to ≤ 16' Depth</u> | EA | 5 | \$ | \$ | \$ | \$ |
| 171 | 660-5000f | <u>Sewer, External Point Repair, 6" to 15" PVC, >12' to ≤ 16' Depth, Additional LF</u> | LF | 50 | \$ | \$ | \$ | \$ |
| 172 | 660-5000g | <u>Sewer, External Point Repair, 6" to 16" DIP, >20' Depth</u> | EA | 5 | \$ | \$ | \$ | \$ |
| 173 | 660-5000h | <u>Sewer, External Point Repair, 6" to 16" DIP, >20' Depth, Additional LF</u> | LF | 50 | \$ | \$ | \$ | \$ |
| 174 | 660-5000i | <u>Sewer, External Point Repair, 18" to 24" RCP, 0' to 8' Depth</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 175 | 660-5000j | <u>Sewer, External Point Repair, 18" to 24" RCP, 0' to 8' Depth, Additional LF</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 176 | 660-5000k | <u>Sewer, External Point Repair, 18" to 24" RCP, >8' to ≤ 12' Depth</u> | EA | 10 | \$ | \$ | \$ | \$ |
| 177 | 660-5000m | <u>Sewer, External Point Repair, 18" to 24" RCP, >8' to ≤ 12' Depth, Additional LF</u> | LF | 100 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 178 | 660-5001a | <u>Cured-In-Place Pipe 8" Dia.- 6 mm Thick</u> | LF | 50 | \$ | \$ | \$ | \$ |
| 179 | 660-5001b | <u>Cured-In-Place Pipe 10" Dia.-6 mm Thick</u> | LF | 250 | \$ | \$ | \$ | \$ |
| 180 | 660-5001c | <u>Cured-In-Place Pipe 12" Dia.- 7.5 mm Thick</u> | LF | 250 | \$ | \$ | \$ | \$ |
| 181 | 660-5001d | <u>Cured-In-Place Pipe 15" Dia.-9 mm Thick</u> | LF | 250 | \$ | \$ | \$ | \$ |
| 182 | 660-5001e | <u>Cured-In-Place Pipe 18" Dia.- 12 mm Thick</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 183 | 660-5001f | <u>Cured-In-Place Pipe 21" Dia.-15 mm Thick</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 184 | 660-5001g | <u>Cured-In-Place Pipe 24" Dia.-15 mm Thick</u> | LF | 100 | \$ | \$ | \$ | \$ |
| 185 | 660-5002a | <u>Robotic Reconnection of Existing Service Laterals</u> | EA | 200 | \$ | \$ | \$ | \$ |
| 186 | 660-5002b | <u>Sewer, Replacement with HDPE Using Pneumatic or Static Pipe- bursting Methods, 8" & 10" to 10" Diameter, All Depths</u> | LF | 500 | \$ | \$ | \$ | \$ |
| 187 | 660-5002d | <u>Sewer, Replacement with HDPE Using Pneumatic or Static Pipe- bursting Methods, 10" & 12" to 12" Diameter, All Depths</u> | LF | 500 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 188 | 660-5002f | <u>Sewer, Replacement with HDPE Using Pneumatic or Static Pipe- bursting Methods, 12" & 15" to 15" Diameter, All Depths</u> | LF | 200 | \$ | \$ | \$ | \$ |
| 189 | 660-5003a | <u>Pipeburst Launch Pits, 0-10' Depth</u> | VF | 50 | \$ | \$ | \$ | \$ |
| 190 | 660-5003b | <u>Pipeburst Launch Pits, 10-20' Depth</u> | VF | 50 | \$ | \$ | \$ | \$ |
| 191 | 660-5003c | <u>Pipeburst Launch Pits, > 20' Depth</u> | VF | 50 | \$ | \$ | \$ | \$ |
| 192 | 660-5003d | <u>Pipeburst Receiving Pits, 0-10' Depth</u> | VF | 50 | \$ | \$ | \$ | \$ |
| 193 | 660-5003e | <u>Pipeburst Receiving Pits, 10-20' Depth</u> | VF | 50 | \$ | \$ | \$ | \$ |
| 194 | 660-5003f | <u>Pipeburst Receiving Pits, > 20' Depth</u> | VF | 50 | \$ | \$ | \$ | \$ |
| 195 | 660-5003g | <u>Additional Cost For Pre-Splitting Equipment (6"-24" Diameter, Any Depth)</u> | EA | 25 | \$ | \$ | \$ | \$ |
| 196 | 660-5004a | <u>Jack-N-Bore, 18" Casing, 8" Carrier Pipe</u> | LF | 50 | \$ | \$ | \$ | \$ |
| 197 | 660-5004b | <u>Jack-N-Bore, 18" Casing, 10" Carrier Pipe</u> | LF | 50 | \$ | \$ | \$ | \$ |
| 198 | 660-5004c | <u>Jack-N-Bore, 22" Casing, 12" Carrier Pipe</u> | LF | 50 | \$ | \$ | \$ | \$ |

| SECTION 1 - BID ITEMS | | | | | | | | |
|-----------------------|--------------|---|------|--------------------|------------------|----------------------|------------------|--------------------|
| A | B | C | D | E | F | G | F+G | H=E(F+G) |
| Item No. | Bid Item No. | Description | Unit | Estimated Quantity | Labor Unit Price | Materials Unit Price | Total Unit Price | Extended Bid Price |
| 199 | 660-5004d | <u>Jack-N-Bore, 24" Casing, 15" Carrier Pipe</u> | LF | 50 | \$ | \$ | \$ | \$ |
| 200 | 660-5004g | <u>Extra Depth for Bore and Receiving Pit: Greater than 15' in Depth, All Pipe</u> | VF | 15 | \$ | \$ | \$ | \$ |
| 201 | 439-1000c | <u>Asphalt Pavement Milling and Resurfacing, Less than or Equal to 2500 SY per site - GDOT Roads (Only)</u> | SY | 2000 | \$ | \$ | \$ | \$ |
| 202 | 439-1000d | <u>Concrete Pavement Patch - Open Cut Work in GA DOT Roads, GA DOT Standard 1401</u> | SY | 50 | \$ | \$ | \$ | \$ |
| 203 | 439-1000g | <u>Asphalt or Cementitious Concrete Driveway Replacement</u> | SY | 100 | \$ | \$ | \$ | \$ |
| 204 | 999-9600a | <u>Temporary Creek Crossing</u> | LF | 500 | \$ | \$ | \$ | \$ |

3.0 Measurement & Payment

A. Section 1 & 2 Bid Items

1. The quantities of work shown in Section 1 of the Bid Schedule are approximate and the County reserves the right to add or delete quantities under each Bid Item and the Contractor agrees to perform the Work for the unit price listed in its bid. These quantities are approximate and may be increased or decreased as to any and all units as necessary to complete the construction of said Project without entitling the Contractor to any claim for extra compensation because of any injury, damage or delay he may sustain on account of such increase or decrease. The Contractor shall be entitled to compensation on the foregoing unit prices only on the quantities of materials actually furnished and work actually done as determined and approved in writing by the County through an inspection of the work completed.
2. Payment for items listed in Sections 1 & 2 Bid Items shall be in accordance with the GDOT Standard Specifications, Construction of Transportation Systems, Section 109 - Measurement & Payment, 2013 Edition or latest edition.

B. Mobilization/Demobilization

1. This item shall consist of mobilizing and demobilizing personnel and equipment in preparation to perform the work within the scope of this contract.
2. This item shall consist of any work that is necessary to provide access to the site including, but not limited to, grading, temporary culverts, and clearing will be included in this item.
3. This item shall not include payment for short term work orders as deemed by the Owner.
4. Payment will be until the final cleanup and demobilization are completed to the satisfaction of the Owner.

C. Sewer Cleaning

1. Payment for sewer cleaning shall include the following:
 - a. Removal of all sludge, rocks, debris, roots, grease accumulations and obstructions from the sewer. Sewer cleaning methods may include water jetting, rodding, pigging, or bucketing. Unless otherwise directed by DWM, the Contractor shall select the most effective of these cleaning methods according to the prevailing site condition. Where bucketing is

warranted, bucket machines shall be used to remove the major portion of debris. Bucket operations shall proceed in the upstream direction in one sewer reach at a time. The operation shall continue until the buckets can pass the entire reach with minimum collection of debris. Upon completion, the line shall be cleaned using a sewer pig and then hydraulically cleaned.

- b. During cleaning operations, the Contractor shall provide a means of catching and removing the dislodged debris conveyed downstream with the sewer flow. The method chosen shall not allow the transport of debris to downstream sewer reaches.
- c. All debris removed from the sewer shall be stored until the day's end whereupon the Contractor shall be responsible for its legal disposal off site.

D. Jack & Bore

- 1. Payments for “Jack and Bore Pipe”, per LF., includes all material, casing and carrier pipe, labor, and other incidentals necessary to complete the item as described in section 615.4, 615.5 and 670.5 of the GDOT Specifications.

E. Meters

- 1. Payment shall include full compensation for all labor, materials (exception below), equipment and incidentals necessary for installation of a meter and AMR device with antenna, complete in place, including but not limited to, valves, fittings, yoke and yoke valves, meter box and lid, and all else incidental for which separate payment is not provided under other items in the Bid Schedule. The following materials are an exception, and will be supplied by the County and made available to the Contractor to pick-up at a County designated facility: water meters, separate AMR devices with antenna.

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4.0 BID PRICING SCHEDULE

1. Total Bid for Section 1 Bid Items:

_____ (\$ _____)
(State amount in words on this line) (In figures)

| SECTION 2- BID ITEMS | | | |
|--|------------------------------|-------------|------------------|
| <i>CONTRACTOR FORCE ACCOUNT BILLING RATES</i> | | | |
| Item No. | Description | Unit | Unit Rate |
| Section 2 - Bid Items | | | |
| PERSONNEL | | | |
| 1 | Crew Foreman | HR | |
| 2 | Laborer-Utility | HR | |
| 3 | Skilled Laborer-Pipe Layer | HR | |
| 4 | Heavy Equipment Operator | HR | |
| 5 | Flagger | HR | |
| EQUIPMENT/SMALL TOOLS | | | |
| 6 | Service Truck/Pickup | HR | |
| 7 | Dump Truck | HR | |
| 8 | Excavator | HR | |
| 9 | Mini Excavator | HR | |
| 10 | Skid Steer | HR | |
| 11 | Rammer/Tamper | Day | |
| 12 | Trench Compactor/Remoter | Day | |
| 13 | Hydrostatic Test Pump | Day | |
| 14 | Air Compressor | Day | |
| 15 | Jack Hammer | Day | |
| 16 | Traffic Signs | Day | |
| 17 | Flashing Arrow/Message Board | Day | |
| 18 | Small Generator | Day | |
| 19 | 2" Water Pump | Day | |

2. Total Bid for Section 2 Bid Items:

_____ (\$ _____) (State amount in words on this line)
(In figures)

Grand Total for Items 1-2 (above):

_____ (\$ _____)
(State amount in words on this line) (In figures)

TOTAL BID AMOUNT:

_____ (State in words on the line above)

\$ _____ (In figures)

These quantities are approximate and may be increased or decreased as to any and all units as necessary to complete the construction of said Project without entitling the Contractor to any claim for extra compensation because of any injury, damage or delay he may sustain on account of such increase or decrease. The Contractor shall be entitled to compensation on the foregoing unit prices only on the quantities of materials actually furnished and work actually done as determined and approved in writing by the County through an inspection of the work completed. In no event shall the County be liable for payment in excess of the total Bid amount of \$ _____ (Insert same "TOTAL BID" figure as listed on the foregoing page) without proper prior written authorization via Change Order from the County. The Total Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Drawings, Specifications, the Contract, and all addenda and authorized written clarifications issued prior to the Bid date. Without limitation, the Total Bid also includes all applicable sales and use taxes, fees, temporary lighting, security for the site, heating and cooling, temporary utilities, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

Bidder has examined the site of the proposed Work and all documents comprising the Contract, and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.

No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

Attached hereto is Bid Bond made by _____, a surety company listed in the most recent US Treasury Circular No. 570 and licensed to write surety bonds in the State of Georgia, payable to DeKalb County, Georgia, in the amount of ten percent (10%) of the above Bid, to-wit: \$ _____.

If this Bid shall be accepted by DeKalb County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Bidders within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned

abandoned the Contract and thereupon this Bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the County as liquidated damages.

Bidder declares his intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly prohibited without prior written approval from the County. *(List names of all subcontractors and the work to be provided by the subcontractor on the lines provided below.)*

Bidder further declares that the full names and residence addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

Bidder declares further that it is / is not a DeKalb County Firm.

Signed, sealed, and dated this _____ day of _____, 20____.

By: _____ (SEAL)
Signature

Print Name of Signer

Title of Signer

Name of Business Entity Submitting Bid

Bidder's Street Address

Bidder's City, State and Zip Code

Bidder's Phone Number

Bidder's Fax Number

Bidder's E-Mail Address

STATEMENT OF "NO BID"

If your company will not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "NO BID" Sheet and return, prior to the Bid Due Date established within, to:

The DeKalb County Government
Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, GA 30030

This information will help County in the preparation of future Bids.

ITB No.: 17-100810 **Title:** Annual Water & Sewer Construction Project

Company Name: _____
Contact: _____
Address: _____
Telephone: _____ Facsimile: _____
Email Address: _____

| | |
|--------------------------|--|
| <input type="checkbox"/> | Reasons for "NO BID": |
| | Unable to comply with product or service specifications |
| | Unable to comply with scope of work |
| | Unable to quote on all items in the group in sufficient time to respond to the Invitation to Bid |
| | Unable to hold prices firm through the term of the contract period |
| | Our schedule would not permit us to perform |
| | Unable to meet delivery requirements |
| | Unable to meet bond requirements |

| | |
|--|---------------------------------------|
| | Unable to meet insurance requirements |
| | Other (Specify below) |

Comments: _____

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

INVITATION NO. 17-100810

BIDDER'S QUALIFICATION FORM

Bidders must meet the following qualifications:

I. INSTRUCTIONS:

- A. Bidder shall not attach information in lieu of completion of the form provided below. All information requested by the County shall be provided. Failure to do so shall result in the bid being deemed non-responsive.
- B. All questions must be answered in full. Failure to do so shall result in the bid being deemed non-responsive.

II. COMPANY EXPERIENCE – SIMILAR PROJECTS:

- A. Experience:
 - 1. Within the past ten (10) years, the Bidder must have successfully completed the construction of at least five (5) eight-inch (8”) or larger water and sewer main replacement projects for municipal clients in the United States. At least one project must exceed \$5 Million in construction costs.
 - 2. A brief description of each project and a reference shall be included for each project listed. As a minimum, the reference shall include an individual's name and position in the company with appropriate contact information.

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#1 Project Name: _____

Location: _____

Project Owner: _____

Owner's Address: _____

Owner's Contact Person
Name and Position: _____

Owner's Contact Person
Phone Number: _____

Owner's Email Address: _____

Company's Primary
Performance (Performed as a
Prime Contractor or
Subcontractor): _____

If performed as a
Subcontractor, dollar value of
subcontract agreement: _____

Duration of Project (start and
end date): _____

Project scope/description and
total project dollar value:

#2 Project Name:

Location:

Project Owner:

Owner's Address:

Owner's Contact Person Name
and Position:

Owner's Contact Person Phone
Number:

Owner's Email Address:

Company's Primary
performance (Performed as a
Prime Contractor or
Subcontractor):

If performed as a
Subcontractor, dollar value of
subcontract agreement:

Duration of Project (start and
end date):

Project scope/description and
total project dollar value:

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#3 Project Name: _____

Location: _____

Project Owner: _____

Owner's Address: _____

Owner's Contact Person Name
and Position: _____

Owner's Contact Person Phone
Number: _____

Owner's Email Address: _____

Company's Primary
performance (Performed as a
Prime Contractor or
Subcontractor): _____

If Company performed as a
Subcontractor, dollar value of
subcontract agreement: _____

Duration of Project (start and
end date): _____

Project scope/description and
total project dollar value:

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**ATTACHMENT A
ITB No. 17-100810**

List at least three (3) references for the Prime bidder (Please make copies as necessary and submit with the Bid Document Package.) Provide the information requested in the form below for the contact person who will verify the contractor's experience and ability to perform the type of services listed in the solicitation.

PRIME BIDDER REFERENCE AND RELEASE FORM

| | | | |
|--|---|-------|----------|
| Company Name | Contract Period (Including Completion Date) | | |
| Contact Person Name and Title | Telephone Number (include area code) | | |
| Complete Primary Address | City | State | Zip Code |
| Email Address | Fax Number (include area code) | | |
| Project Name and Scope of Work Performed | | | |

| | | | |
|--|---|-------|----------|
| Company Name | Contract Period (Including Completion Date) | | |
| Contact Person Name and Title | Telephone Number (include area code) | | |
| Complete Primary Address | City | State | Zip Code |
| Email Address | Fax Number (include area code) | | |
| Project Name and Scope of Work Performed | | | |

| | | | |
|--|---|-------|----------|
| Company Name | Contract Period (Including Completion Date) | | |
| Contact Person Name and Title | Telephone Number (include area code) | | |
| Complete Primary Address | City | State | Zip Code |
| Email Address | Fax Number (include area code) | | |
| Project Name and Scope of Work Performed | | | |

REFERENCE CHECK RELEASE STATEMENT

DeKalb County is authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
(Authorized Signature)

Company Name _____ Date _____

ATTACHMENT B

ITB No. 17-100810

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List at least three (3) references for each proposed Subcontractor, (LSBE or non-LSBE), using a separate Reference and Release Form for each. (Please make copies as necessary and submit with the Bid Document Package.) Provide the information requested in the form below for the contact person who will verify the contractor's experience and ability to perform the type of services listed in the solicitation.

| | | | |
|--|---|-------|----------|
| Company Name | Contract Period (Including Completion Date) | | |
| Contact Person Name and Title | Telephone Number (include area code) | | |
| Complete Primary Address | City | State | Zip Code |
| Email Address | Fax Number (include area code) | | |
| Project Name and Scope of Work Performed | | | |

| | | | |
|--|---|-------|----------|
| Company Name | Contract Period (Including Completion Date) | | |
| Contact Person Name and Title | Telephone Number (include area code) | | |
| Complete Primary Address | City | State | Zip Code |
| Email Address | Fax Number (include area code) | | |
| Project Name and Scope of Work Performed | | | |

| | | | |
|--|---|-------|----------|
| Company Name | Contract Period (Including Completion Date) | | |
| Contact Person Name and Title | Telephone Number (include area code) | | |
| Complete Primary Address | City | State | Zip Code |
| Email Address | Fax Number (include area code) | | |
| Project Name and Scope of Work Performed | | | |

REFERENCE CHECK RELEASE STATEMENT

DeKalb County is authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
 (Authorized Signature)

Company Name _____ Date _____

ATTACHMENT C
ITB No. 17-100810
SUBCONTRACTOR INFORMATION FORM

The Bidder shall identify all proposed subcontractors who will be performing work under the proposed Contract. The Bidder certifies that the following individuals, firms or businesses will be hired or awarded subcontracts for the indicated portions of the Work in the event that the Bidder is awarded the Contract.

Please list all proposed Subcontractors below:

1. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

2. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

3. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

4. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

(Make copies as necessary)

ATTACHMENT D

First Source Jobs Ordinance Acknowledgement

ITB No. 17-100810

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an ***Employment Roster*** and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

WorkSource DeKalb 774 Jordan Lane, Building #4, Decatur, GA 30033 (404) 687-3400
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

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ATTACHMENT E

NEW EMPLOYEE TRACKING FORM

ITB No. _____

Name of Project _____

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring:

| Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title: | The number you anticipate hiring: | Timeline |
|---|--|-----------------|
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Please return this form to 1st Source, DeKalb Workforce Development, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov

ATTACHMENT F
BUSINESS SERVICE REQUEST FORM

Please note: One form should be completed for each position that you have available.

DATE: _____ **FEDERAL TAX ID:** _____

COMPANY NAME: _____ **WEBSITE:** _____

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE: _____ **CONTACT FAX:** _____

CONTACT E-MAIL ADDRESS:

Are you a private employment agency or staffing agency? **YES** **NO**

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM **TEMP** **TEMP-TO-PERM** **SEASONAL**

PUBLIC TRANSPORTATION ACCESSIBILITY **YES** **NO**

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT **DRUG** **MVR** **BACKGROUND** **OTHER** _____

ATTACHMENT G

**EMPLOYMENT ROSTER
DeKalb County CIP Program**

Contract Number: _____

Project Name: _____

Contractor: _____

Date: _____

| Name | Position | Start Date | Hourly Rate of Pay | Hired for this Project (Yes /No) | Anticipated Length of Employment (Months) | % of Time Dedicated to the CIP Project | Full or Part Time (No. of Hours) | Georgia County of Residency |
|-------------|-----------------|-------------------|---------------------------|---|--|---|---|------------------------------------|
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**LSBE INFORMATION
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)
ORDINANCE**

| |
|---------------------------------------|
| Amount of LSBE Participation Required |
| 20% of Total Award |

| Certification Designation | Request For Proposals (RFP) |
|----------------------------------|-----------------------------|
| LSBE Within DeKalb (LSBE-DeKalb) | Ten (10) Preference Points |
| LSBE Outside DeKalb (LSBE-MSA) | Five (5) Preference Points |
| Demonstrated GFE | Two (2) Preference Points |

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20%

LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE
PARTICIPATION
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME

BIDDER/PROPOSER _____

SOLICITATION NUMBER: **Insert solicitation number**

TITLE OF UNIT OF WORK – **Insert solicitation name**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____LSBE-DeKalb ____LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly:
_____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as "Exhibit B".

| | |
|--|--|
| Name of Company | |
| Address | |
| Telephone | |
| Fax | |
| Contact Person | |
| Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA | |
| Description of services to be performed | |

| | |
|---|--|
| | |
| Percentage of work or estimated contract award amount to be performed | |

| | |
|--|--|
| Name of Company | |
| Address | |
| Telephone | |
| Fax | |
| Contact Person | |
| Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA | |
| Description of services to be performed | |
| Percentage of work or estimated contract award amount to be performed | |

| | |
|--|--|
| Name of Company | |
| Address | |
| Telephone | |
| Fax | |
| Contact Person | |
| Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA | |
| Description of services to be performed | |
| Percentage of work or estimated contract award amount to be performed | |

| | |
|--|--|
| Name of Company | |
| Address | |
| Telephone | |
| Fax | |
| Contact Person | |
| Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA | |
| Description of services to be performed | |
| Percentage of work or estimated contract award amount to be performed | |

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

| | Yes | No | Description of Actions |
|----|-----|----|---|
| 1. | | | Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement prior to submission of their bid or proposal. |
| 2. | | | Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the amount of the quoted price if one was obtained. |
| 3. | | | Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal. |
| 4. | | | Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 5. | | | Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace. |
| 6. | | | Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact. |
| 7. | | | For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage and dollar value shall be due with the bid or proposal documents. |
| 8. | | | Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify): |

Please explain all "no" answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

EXHIBIT A, CONT'D

**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. 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 successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT B

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

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____

(Name of Prime Contractor Firm)

From: _____ **LSBE -DeKalb**

LSBE -MSA
(Name of Subcontractor Firm) (Check all that apply)

ITB Number: **Insert solicitation number** _____

Project Name: **Insert solicitation title** _____

The undersigned subcontractor 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 Materials or Services | Project/Task Assignment | % of Contract Award | Estimated Dollar Amount |
|--------------------------------------|-------------------------|---------------------|-------------------------|
| | | | |
| | | | |
| | | | |

Prime Contractor

Sub-contractor

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

CERTIFICATE OF CORPORATE BIDDER

I, _____ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Bidder herein, same being organized and incorporated to do business under the laws of the State of ____; that _____ (*insert name of individual signing the Bid*) who executed this Bid on behalf of the Bidder was, then and there, _____ (*insert title of individuals signing the Bid*) and that said Bid was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all outstanding stock of said corporation as of this date are as follows:

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)

I, _____, ⁽¹⁾ certify that:

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Invitation to Bid or Request for Proposal No. _____ for _____ *(insert Project Name)*;
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Invitation to Bid or Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.

BIDDER'S AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §13-10-91

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Bidder submitting a Bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program, commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The undersigned further verifies that it will continue to use the federal work authorization program for the Contract Term, and it will only contract with Subcontractors who have registered for the federal work authorization program. The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(hereinafter called the Principal) and _____

(hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____

and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto DeKalb County, Georgia, in the full and just sum of _____

Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of DeKalb County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for (*insert name of the Project*) _____

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within sixty (60) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL

By: _____(SEAL)

Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

STATE OF GEORGIA
COUNTY OF DEKALB

**CONTRACTOR AFFIDAVIT AND
OATH OF SUCCESSFUL BIDDER**

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, _____, (*insert name*), who, after being duly sworn, deposes as follows:

I, _____, (*insert name*), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, _____ (*insert name*) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20__ in _____ (*city*), _____ (*state*).

By: _____
Signature

Print Name of Affiant

Print Title of Affiant

Subscribed and Sworn before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT 1

SAMPLE

Contract No. 000000

Project Name

(Contract for ITB No. 17-100810)



Between

DeKalb County, Georgia

and

CONTRACTOR'S NAME

STREET ADDRESS

Atlanta, Georgia 00000

Phone: 404-000-0000

Fax: 404-000-0000

Attention: _____

EMAIL ADDRESS

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- ARTICLE 2. TIME, TERM AND LIQUIDATED DAMAGES SEVERABILITY**
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- ARTICLE 6. CORPORATE AUTHORITY**
- ARTICLE 7. PERFORMANCE AND PAYMENT BONDS AND INSURANCE REQUIREMENTS**
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Attachments

- GENERAL REQUIREMENTS**
- SUMMARY OF WORK**
- BID FORM**
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- CERTIFICATE OF AUTHORITY-JOINT VENTURE**
- PERFORMANCE BOND**
- PAYMENT BOND**
- CERTIFICATE OF INSURANCE**
- ADDENDA ACKNOWLEDGEMENT**
- EXECUTIVE ORDER NO. 2014-4 NEW ETHICS POLICY**

**STATE OF GEORGIA
COUNTY OF DEKALB**

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made as of this ____day of _____, 20____¹, (hereinafter called the “execution date”) by and between, **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “County”) and _____, a _____ organized pursuant to the laws of the State of _____ (hereinafter called the “Contractor”).

I. SCOPE OF WORK

A. The term “Work” means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the County with the facilities, improvements, features, and functions in strict conformity with the General Requirements attached hereto as Attachment A, Summary of Work hereto attached as Attachment B and as described in the Specifications and the Drawings included in the Bid Document Package. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.

(1) The Work relates to the following Project:

B. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.

II. TIME, TERM AND LIQUIDATED DAMAGES

¹ The Execution Date is the date the Contract is sent from Purchasing and Contracting to the CEO for execution. Ensure that all other parties have signed the Contract.

- A. **Contract Time.** The Contractor shall commence the Work under this Contract within ten (10) days from the date on the Notice to Proceed. Contractor shall fully complete the Work within _____ days from and including the date on the Notice to Proceed. If the Change Order only seeks to extend the Contract Time, it may be approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.
- B. **Contract Term.** As required by O.C.G.A §36-60-13, this Contract shall commence immediately upon the execution date. This Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

OR

- B. **Contract Term.** *(May be used for public works construction contracts for waste-water treatment, storm-water, water or sewer system or any combination of such systems)* As allowed by O.C.G.A. §36-60-15.1, this Contract shall commence immediately upon the execution date. This Contract shall terminate without further obligation on the part of the County, with no further renewals, on _____, 20____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.
- C. **Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay liquidated damages of _____ Dollars (\$_____) for each day that Substantial Completion of the Work is delayed past the Contract Time. The Contractor agrees that the foregoing rate is a reasonable pre-estimate of the probable damages that the County will suffer if Substantial Completion is delayed, and said daily rate is intended to compensate the County for its damages and is not intended to penalize the Contractor for its delay. The County may deduct such liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not deducted from any unpaid amounts due the Contractor are payable to the County at the County's demand, together with interest from the date of the demand at a rate equal to seven percent (7%) per annum.

III. PAYMENT

- A. **Contract Price.** As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment C, the Contractor’s Bid Form, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.
- B. **Retainage and Partial Payments.** Partial payments to the Contractor shall be made monthly, based on the value of Work completed as determined by the County, plus the value of materials and equipment suitably stored, insured and protected at the construction site. The Contractor shall submit a payment request for Work completed during the preceding calendar month to _____ for review and approval on or before last day of each month. If approved by the Project Manager or Designated Representative, the approved amount, less retainage, shall be paid to the Contractor thirty (30) days after the date the approved payment request is received by the County Finance Department. If a payment request is not approved by the County, then no payment shall be made to the Contractor until after the Project Manager or Designated Representative approves the payment request. The amount of retainage shall be as follows:
- (1) Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
 - (2) When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the County, and there are no outstanding claims by the

Contractor, Subcontractors, lower tier subcontractors, as that term is defined by state law, or Suppliers, the withholding of retainage shall be discontinued.

- (3) If after discontinuing retainage, the County determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the County determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment of retainage within thirty (30) days. If minor items remain incomplete at that time, an amount equal to two hundred percent (200%) of the value of each item, as determined by the County, shall be withheld until such items are completed.
- (4) The Contractor shall within ten days from the Contractor's receipt of each payment from the County pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County. The Subcontractor shall, within ten days from the Subcontractor's receipt of payment, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
- (5) Contractor and County agree to abide by all applicable provisions of Georgia state law concerning retainage, including but not limited to O.C.G.A. § 13-10-80 and 13-10-81. If the terms of this contract concerning retainage conflict with state law, state law governs.
- (6) *For contracts relating to the installation, extension, improvement, maintenance or repair of any water or sewer facility add the following provision:* As required by O.C.G.A. § 13-10-81, Retainage shall be invested by the County at the current market rate and any interest earned on the retained amount shall be paid to the Contractor when the Project has been completed within the time limits specified and for the price specified in this Contract or in change orders approved in accordance with the terms of this Contract, upon the County's receipt of certification by the engineer in charge of the Project in the manner and form required by O.C.G.A. §13-10-81.

C. **Payment Requests and Invoices.** Payment Requests and invoice(s) must be submitted as follows:

- (1) Original(s) must be submitted to:

Department of Watershed Management
1641 Roadhaven Road
Stone Mountain, Georgia 30083

- (2) A copy must be submitted to:

- (3) A copy must be submitted with completed Prime Contractor Local Small Business Enterprise (“LSBE”) Utilization Report and LSBE Subcontractor Report to:

DeKalb County Department of Purchasing & Contracting
Contract Compliance Division
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

- D. **Title.** All equipment, materials, and Work covered by partial payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and Work upon which payments have been made, or the restoration of any damaged Work.
- E. **Final Payment.** Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final cleanup and restoration. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. All claims by the Contractor for breach of contract, violation of state or federal law, or compensation and extensions of time shall be submitted in writing to the Chief Executive Officer within sixty (60) days after completion and acceptance of the Work as herein provided, or all such claims shall be forever barred.

IV. NOTICE

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County’s Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County’s Executive Assistant or by the County to the Contractor’s authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer
The Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

and

Executive Assistant
The Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting
The Maloof Center
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: _____

If to the Contractor:

With a copy to: *(Insert Contractor name and address)*

V. FEDERAL WORK AUTHORIZATION

- A. Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- B. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule.

- C. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment D.
- D. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment E.
- E. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment F.

VI. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as Attachment G. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor warrants that it has all requisite power and authority to enter into and perform its obligations under this Contract, and that the execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

VII. PERFORMANCE AND PAYMENT BONDS AND INSURANCE REQUIREMENTS

- A. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract Performance Bond, attached hereto as Attachment H and a Payment Bond, attached hereto as Attachment I, each in the amount of \$ _____, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The bonds shall be underwritten by a surety company licensed to write bonds in the State

of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XIII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the County as part of this Contract.

- B. It is further agreed between the parties hereto that if at any time after the execution of this Contract and the surety bonds, 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 its sole expense and within five (5) days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.
- C. The Contractor shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee, attached hereto as Attachment J. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A (Excellent) with a Financial Size Category of VIII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.
- (1) *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:
- | | |
|---|-------------|
| Employer's liability insurance by accident, each accident | \$1,000,000 |
| Employer's liability insurance by disease, policy limit | \$1,000,000 |
| Employer's liability insurance by disease, each employee | \$1,000,000 |
- (2) *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:
- \$1,000,000 per occurrence for bodily injury and property damage liability
 - \$1,000,000 personal and advertising injury liability
 - \$2,000,000 general aggregate
 - \$2,000,000 products-completed operations aggregate
 - \$ 100,000 damage to rented premises (each occurrence)
 - \$ 5,000 medical expense (any one person)

- (3) *Umbrella or Excess Insurance.* Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence
 \$5,000,000 aggregate

- (4) *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.

- (5) *Builder's Risk Insurance Coverage (If Applicable).* DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

| | |
|---|------------------------------|
| Sub-limits: | |
| Property in Transit | \$1,000,000 |
| Property in Offsite Storage | \$1,000,000 |
| Plans & Blueprints | \$25,000 |
| Debris Removal | 25% of Insured Physical Loss |
| Delay in Completion / Soft Cost | TBD |
| Ordinance of Law (Increased Cost of Construction) | \$1,000,000 |
| Flood and Earthquake | TBD – Full Contract Value |
| Deductibles: | |
| Flood and Earthquake | \$25,000 |
| Water Damage other than Flood | \$100,000 |
| All other Perils | \$10,000 |

- D. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- E. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- F. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- G. In addition to procuring and maintaining commercial general liability insurance, automobile liability and commercial umbrella insurance, for the Contract Term, Contractor shall continue to procure and maintain the products-completed operations liability insurance coverage and commercial umbrella insurance after the Work is substantially complete for the entire Contract Term or for the applicable five-year statutory limitation, whichever is greater. For such period of time, all terms and conditions of such coverage shall remain unchanged, including the limits specified herein and the requirement to provide the County with coverage as an additional insured.
- H. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.
- I. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage.
- J. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

VIII. CERTIFICATES OF INSURANCE

- A. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions

(including coverage of the indemnification and hold harmless agreement) contained in this Contract.

- B. The Contractor agrees to name the County and its officers as additional insured on the commercial general liability insurance, using the ISO Additional Insured Endorsement forms CG20101001 (ongoing operations) and CG20371001 (products-completed operations) forms, or form(s) providing equivalent coverage.
- C. Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor.
- D. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- E. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in the Work.
- F. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.
- G. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- H. Such certificates should be sent to the County and must identify the "Certificate Holder" as follows:
 - DeKalb County, Georgia
 - Director of Purchasing & Contracting
 - The Maloof Center
 - 1300 Commerce Drive, 2nd Floor
 - Decatur, Georgia 30030
- I. Copies of Required Insurance policies with Declarations Page(s) shall be attached hereto as Attachment J.

IX. ATTACHMENTS

- A. This Contract includes the following Attachments all of which are incorporated herein by reference:

Attachment A, General Requirements, GR-1 through GR-48

Attachment B, Summary of Work

Attachment C, Bid Form

Attachment D, Contractor's Affidavit under O.C.G.A. §13-10-91

Attachment E, Sub-subcontractor's Affidavit under O.C.G.A. §13-10-91

Attachment F, Sub-subcontractor's Affidavit(s)

Attachment G. Articles of Organization

Attachment H, Certificate of Corporate Authority or Joint Venture Certificates

Attachment I, Performance Bond and Accompanying Power of Attorney

Attachment J, Payment Bond and Accompanying Power of Attorney

Attachment K, Certificate of Insurance with Declarations Page(s)

Attachment L, Addenda Acknowledgement

Attachment M, Executive Order No. 2014-4 New Ethics Policy

- B. In addition to the foregoing, the Bid Document Package dated _____, the original of which is maintained in the County's Department of Purchasing and Contracting, forms an essential part of this Contract as if fully set out herein.

X. RIGHT TO AUDIT

- A. The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

- B. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

XI. FUNDING CLAUSE

(If Applicable)

The Contractor has been informed and understands that funding for this Contract is provided under the _____ Act and expressly agrees that performance of the Contract, in whole or in part, is contingent upon and subject to the availability of such funding under the _____ Act to DeKalb County, Georgia.

XI. FEDERAL AND/OR STATE FUNDING/LAW

(If Applicable)

Insert any requirements pertaining to Federal and/or State funding requirements or other legal requirements.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

NAME OF CONTRACTOR

DEKALB COUNTY, GEORGIA

By: _____
Signature (SEAL)

_____ **by Dir.(SEAL)**
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

DeKalb County
Department Director

County Attorney Signature

County Attorney Name
(Typed or Printed)

ATTACHMENT A

SAMPLE GENERAL REQUIREMENTS

INDEX TO GENERAL REQUIREMENTS

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SAMPLE

GR-1. DEFINITIONS OF TERMS

The section captions contained in this Contract are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Contract as a whole, inclusive of the Attachments, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires. The following terms shall have the meanings indicated:

“Addendum” or “Addenda” shall mean written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Work, or the Invitation to Bid by additions, deletions, clarifications, or corrections.

“Bid” shall mean the offer of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

“Bid Document Package” shall consist of documents entitled as follows: Acknowledgement of Contractor, Advertisement for Bids, Instructions to Bidders, Addenda, Business License, Utility Systems Contractor’s License, Utility Manager’s Certificate, Utility Foreman’s Certificate, General Contractor’s License, Bidder’s Lump Sum Cost, First Source Jobs Ordinance Acknowledgment, LSBE Program Information Sheet with LSBE Exhibits, Certificate of Corporate Bidder, Certificate of Authority/Joint Venture, Bidder’s Affidavit of Compliance with O.C.G.A.13-10-91, Reference and Release Form, Preferred Employee Tracking Form, Subcontractor Tracking Form, Bid Bond and Power of Attorney, Public Works Construction Affidavit and Oath of Successful Bidder, Authority of Engineer & Construction Manager, Owner Controlled Insurance Program Bidding Instructions, Technical Specifications, and Drawings.

“Bidder” shall mean any person, firm, or corporation submitting a Bid for the Work.

“Bonds” shall mean bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract.

“Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, if applicable, and an adjustment in the Contract Price, Contract Time or Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract.

“Construction Manager” shall mean an individual, partnership, or corporation performing construction management services for the County as an independent contractor.

“Contract” or “Agreement” shall consist of the written Contract executed by the parties, all attachments to the Contract, Change Orders, Field Orders, and the Bid Document Package. The intent of these documents is for the Contractor to furnish all materials, appliances, tools, labor

and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore.

“Contract Price” shall mean the total monies payable to the Contractor under the terms and conditions of the Contract.

“Contract Time” shall mean the number of days stated in the Contract for the completion of the Work.

“Contract Term” shall mean the length of time the Contract shall remain in effect.

“Contractor” or “General Contractor” shall mean the individual, firm, joint venture or corporation undertaking the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees.

“County” shall mean DeKalb County, Georgia.

“Day(s)” shall mean calendar day(s).

“Engineer” shall mean an individual, partnership, or corporation performing professional engineering service for the County as an independent contractor. For the purpose of this document the term Engineer may refer to the Design Engineer or the Construction Manager.

“Drawings” shall mean the part of the Contract which shows, largely through graphical presentation, the characteristics and scope of the Work to be performed and which have been prepared or approved by the County. The Drawings are included in the Bid Document Package.

“Field Order” shall mean a written order issued by an authorized County official/employee to the Contractor during construction effecting a change in the Work by authorizing an addition, deletion, or revision in the Work within the general scope of the Work not involving an adjustment in the Contract Price or a change to the Contract Time or Term. No Field Order shall be valid or effective unless it is signed by the County employee(s) who has been authorized in writing by the Chief Executive Officer or his/her designee to execute Field Orders.

“Notice of Award” shall mean a written notice of the acceptance of the Bid from the County to the successful Bidder.

“Notice to Proceed” shall mean a written communication issued by the County authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work. The effective date of the Notice to Proceed shall be the date set forth on the Notice to Proceed.

“Project” shall mean the undertaking to be performed as provided in the Contract.

“Shall” is mandatory; “may” is permissive.

“Specifications” or “Technical Specifications” shall mean a part of the Contract consisting of written descriptions of a technical nature regarding materials, equipment, construction systems, standards, and workmanship specified for this Project.

“Subcontractor” shall mean any person, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

“Submittals” shall mean all shop drawings, diagrams, illustrations, brochures, schedules, samples, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“Substantial Completion” or “Substantial Completion of the Work” shall mean that date determined by the County when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract, so that the Project or stipulated part can be fully utilized for the purposes for which it is intended.

“Superintendent” shall mean the Contractor’s authorized on-the-job representative designated in writing by the Contractor prior to commencement of any work.

“Supplier” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“Work” shall have the meaning assigned to that term in the article in the Contract entitled Scope of Work.”

GR-2. PRIOR USE BY COUNTY

Prior to completion of the Work, the County may take over operation and/or use of the Project or portions thereof. Such prior use of facilities by the County shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract.

GR-3. CONTRACTOR’S OBLIGATIONS

A. The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and all things necessary or proper to perform and complete all the Work within the time herein specified and in accordance with the provisions of this Contract, the Specifications, the Drawings, and any and all supplemental drawings pertaining to the Work. Contractor shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions,

requirements and limitations imposed by the Contract and local ordinances, and state and federal laws; and shall do, carry on, and complete the entire Work.

B. Representations of Contractor.

1. Independent Contractor. The Contractor represents that it is an independent contractor, competent, knowledgeable, and familiar with the type of work contemplated by this Contract. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of the County except and unless specifically authorized in writing by the County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the County.

2. Familiarity with Project. Contractor represents that it has: (a) visited and examined the Site(s), (b) taken into account local conditions and observed conditions that affect the Project, the Work, or the cost thereof, (c) investigated the labor situation related to the Project, (d) examined the superintendence of the Project, the Work, the time of completion, and other relevant matters, and (e) has taken these into consideration in submitting his bid.

3. Responsibility to Coordinate. Contractor acknowledges its responsibility to coordinate the Work with that of any separate contractors to be selected for the installation of other work within the Project, or in the proximity of the Project. Contractor expressly agrees to schedule and, with the assistance of the County, coordinate the Work with such separate contractors and to permit each phase of the Project to be completed on schedule.

4. Project Delivery. Contractor shall construct the Project in accordance with the Contract Documents, and Contractor shall deliver the Project completed in accordance with the Contract Documents, free from defects, and within the Contract Time.

5. Contractor's Warranty as to Performance. The Contractor warrants that he is familiar with the codes applicable to the Work and that he has the skill, knowledge, competence, organization, and plan to execute the Work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor has the obligation to keep a competent superintendent on the Work during its progress, to employ only skilled workers, and to enforce strict discipline and good order among his employees. The Contractor is responsible for seeing that the Work is installed in accordance with the Contract Documents. Failure or omission on the part of the County, representatives of the County, or agents of the County either to discover or to bring to the attention of the Contractor any deviation from, omission from, or noncompliance with the Contract Documents shall not be used by the Contractor or its surety as a defense for failure on his part to install the Work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; neither shall the presence of any one, or all, or any of the foregoing at the Site or the fact that any one, or all, or any of the foregoing may have examined the Work or any part of the Work be used as a defense by the Contractor against a claim for failure on his part to install the Work in accordance with the Contract Documents or for any neglect to fulfill requirements of the Contract. No requirement of this Contract may be altered or waived except by Change Order.

6. Contractor's General Duties.

a. Construction Staging and Construction Services. The Contractor shall provide and pay for all labor, materials, equipment, transportation, construction, resources, work, and services necessary or incidental to completing the Work for each phase of the Project in a proper and timely manner in accordance with the Contract Documents and applicable laws.

b. Supervision and Direction. Contractor shall supervise and direct the Work using diligent skill and attention. Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

c. Enforce Discipline. Contractor shall at all times enforce strict discipline and good order among its employees, Subcontractors, and others performing the Work, and shall not employ or permit the employment of unfit persons or persons not skilled in the task assigned to them.

d. Security Clearances. Where work is required within a specially secured controlled access environment, work shall be performed by personnel who have passed a security screening.

e. Maintain Records. Contractor shall keep Owner informed of the progress of the Work. Contractor shall maintain records of the cost for the Work pursuant to and in compliance with GASB 34 accounting requirements and such other methods as County may require, including complete backup documentation for all pay applications.

f. Answer Questions. Contractor, with reasonable promptness and in accordance with time limits set by the County, shall answer the County's questions and provide the County with requested Project information.

g. Acts and Omissions. Employees of or Subcontractors to the Contractor shall perform the Work required by this Contract. The Contractor is responsible to the County for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons.

h. Meetings with the County. Contractor shall schedule and conduct meetings with the County, Engineer & Construction Manager, separate contractors, and appropriate Subcontractors, not less than biweekly, for the purpose of discussing the status and progress of the Work. Additional meetings shall be held as often as the County reasonably determines.

i. Schedule and Coordination Meetings. Contractor shall schedule and conduct meetings as necessary with Subcontractors, Suppliers, and other appropriate Project team members to coordinate and schedule the Work.

j. Audit. At the request of the County, the Contractor shall allow the County the opportunity to select an auditor to examine and inspect the Project and the Contractor's books, records, and any and all accounts and similar data related to the Project. The County shall bear

the cost of such audit. The auditor may sign a confidentiality agreement before conducting any such audit. Notwithstanding such agreement, Contractor understands and agrees that all project records are subject to the Georgia Open Records Act.

GR-4. AUTHORITY OF THE COUNTY

- A. The Contractor shall perform all of the Work under the general direction, and to the entire satisfaction, approval, and acceptance of the County. The County shall decide all questions relating to measurements of quantities, the character and acceptability of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of the Drawings and the Specifications will be decided by the County.

- B. The approval of the County of any materials, plant, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.

- C. Whenever in this Contract, the words “directed,” “required,” “permitted,” “ordered,” or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, “approved,” “acceptable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, or satisfactory to the County.

- D. The County reserves the right to suspend the Work at any time or from time to time at the County's sole discretion, upon giving Contractor five days advanced written notice thereof. If the County exercises this right and then resumes the Work covered hereby, Contractor shall be entitled upon timely claim to a Change Order, to payment by Owner of any reasonable Actual Costs actually incurred by Contractor in connection with the suspension and resumption of the Work, as well as an extension in the time for performance of the Work to the extent Contractor is delayed by the County's suspension.

- E. The County reserves the right, for itself and for any designated construction inspector retained by the County, upon observation of apparent nonconforming Work, to immediately stop the affected Work at any time by oral direction at the County's sole discretion, with notice to be provided to the Contractor within 72 hours. If the Work is later determined to be in fact conforming Work, then Contractor, for the period commencing 72 hours after the issuance of the initial stop work order, shall be entitled, upon timely claim to a Change Order, to payment by County of any reasonable actual costs actually incurred by Contractor

in connection with the stop Work order and resumption of the Work, as well as an extension in the time for performance of the Work to the extent Contractor is delayed by County's stop Work order beyond the initial 72 hours.

- F. The County reserves the right to perform construction or operations related to the Project with separate contractors on this site.

GR-5. CHANGES IN THE WORK, FIELD ORDERS, AND CHANGE ORDERS

- A. All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Field Order or Change Order in all cases. No verbal instruction or order will be regarded as a basis for a claim for extra compensation or time.
- B. If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the County before making the change. If the Contractor fails to make such request, no excuse will be entertained thereafter for Contractor's failure to carry out the Work in the required manner and to provide required guarantees, warranties, and Bonds, and Contractor shall not be entitled to any change in the Contract Price, Contract Time or the Contract Term.
- C. The County may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such Field Order entitles the Contractor to a change in Contract Price, Time, and/or Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order.
- D. The County may at any time order changes within the scope of the Work without invalidating the Contract.
- E. No claims for extra cost or time will be considered based on an escalation of prices throughout the Contract Term. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one of the following methods in the order of precedence listed below.
 - (1) Unit prices per the approved Schedule of Values (SOV) for the project.
 - (2) An agreed lump sum.

- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the changed Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent (15%) of the actual cost of such work to cover the cost of general overhead and profit.
- F. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustment to the Contract Price and the construction schedule. In the event a Change Order increases the Contract Price, Contractor must include the Work covered by such Change Orders in requests for payment as if such Work were originally part of the Contract.

GR-6. TIME FOR COMPLETION

- A. The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract.
- B. The Contractor agrees that the Work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will insure its full completion thereof within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
- C. If extraordinary adverse weather conditions are the basis for a claim for additional time, such claim shall be supported by the attachment of records of the National Oceanic and Atmospheric Administration showing meaningful variances from historic trends thereby substantiating the fact that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse weather conditions that unavoidably delay activities scheduled at that time, and then only for the number of days of delay which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.
- D. The County shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of delays, regardless of cause. The sole remedy against the County for delays shall be the allowance of

additional time for completion of the Work, the amount of which shall be based on actual and unavoidable delay.

GR-7. SCHEDULES, REPORTS, AND RECORDS

- A. The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the County may request concerning the Work performed or to be performed. The Contractor shall also submit a schedule of payments that he anticipates earning during the course of the Work.
- B. That Contractor shall coordinate and hold a meeting with its major Subcontractors and the County to discuss the Project schedule. Such meeting shall be held prior to Commencement of the Work under this Contract, but in no event later than ten (10) days after execution of this Contract by all parties. At that meeting, the Contractor shall present a draft Project schedule, and the Contractor and its Subcontractors shall, in collaboration with the County, assist in the preparation of a detailed and specific construction schedule. The Contractor shall be responsible for preparing and updating such schedule, which shall be complete in all respects and shall, when approved by the County, become the Construction Schedule and be automatically incorporated into the Contract and shall not be changed without the prior written consent of the County. The Construction Schedule shall not exceed the Contract Time, shall be revised and updated at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract, shall utilize Critical Path Method (CPM) software that is compatible with County software, and shall provide for expeditious and practicable execution of the Work. The Construction Schedule shall be cost-loaded.
- C. The Construction Schedule shall, in such detail as the County may require, show the order in which Contractor will carry on the Work, including dates on which the various parts of the Work will start, and the estimated date of completion of each part. It shall also depict all requisite shop drawing submittals and approvals, manufacturing, fabrication, the installation of materials, supplies and equipment, testing, start-up, and training.
- D. The Contractor shall prepare and keep current, for the County's approval, a schedule of submittals which is coordinated with the Construction Schedule and allows the County reasonable time to review submittals. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the County.
- E. In the event the County determines that the performance of the Work has not progressed or reached the level of completion required by the Contract, the County will have the right to order the Contractor to take corrective measures

necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures must continue until the progress of the Work complies with the stage of completion required by the Contract and the Construction Schedule. The County's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule. The Contractor is not entitled to an adjustment in the Contract Price for undertaking Extraordinary Measures required by the County. The County may exercise the rights furnished the County under or pursuant to this paragraph as frequently as the County deems necessary to ensure that the Contractor's performance of the Work will comply with the completion date set forth in the Contract as the Contract Time.

- F. An updated County approved cost loaded schedule and an updated Schedule of Submittals shall be presented with each partial payment request. Lack of such an updated schedule and/or an updated Schedule of Submittals will delay processing of the pay request until receipt of the updated schedule and/or an updated Schedule of Submittals.
- G. If the schedule reflects a completion date prior to the completion date established by the Contract Agreement, this shall afford no basis to claim for delay should the Contractor not complete the Work prior to the projected completion date. Instead all "float" between the completion date in the Contractor's schedule and the completion date established in the Contract Agreement shall belong to and be exclusively available to the County. Should a change order be executed with a revised completion date, the progress schedule shall be revised to reflect the new completion date.
- H. Project Coordination Meetings: Contractor shall participate in Project Coordination Meetings to be held on the site monthly, or more often if conditions warrant or are specified otherwise, to establish the current state of completion and revise the schedule as necessary. The Project Coordination Meeting will be conducted by the County and the Construction Manager.
- I. Contractor's Responsibilities
 1. Implement the detailed Near Term Schedule of activities to the fullest extent possible between Project Coordination Meetings.
 2. The Contractor shall provide a copy of the Contractor's Daily Report to the Construction Manager by 10:00 a.m. of the day following the Report date. This Daily Report will contain, as a minimum, the weather conditions; number of workers by craft, including supervision and management personnel on site; active and inactive equipment on site; work accomplished by scheduled activity item; problems; and visitors to the jobsite.
 3. If a current activity or series of activities on the Overall Progress Schedule (OPS) is behind schedule and if the late status is not due to an excusable delay

for which a time extension would be forthcoming, the Contractor shall attempt to reschedule the activity to be consistent with the OPS so as not to delay any of the Contract milestones. The Contractor agrees that:

- a. The Contractor shall attempt to expedite the activity completion so as to have it agree with the OPS. Such measures as the Contractor may choose shall be made explicit during the Project Coordination Meeting.
- b. If, within two weeks of identification of such behind-schedule activity, the Contractor is not successful in restoring the activity to an on schedule status, the Contractor shall:
 - (1) Carry out the activity with the scheduled crew on an overtime basis until the activity is complete or back on schedule.
 - (2) Increase the crew size or add shifts so the activity can be completed as scheduled.
 - (3) Commit to overtime or increased crew sizes for subsequent activities, or some combination of the above as deemed suitable by the Construction Manager.

These actions shall be taken at no increase in the Contract amount.

4. Maintain a current copy of all construction schedules on prominent display in the Contractor's field office at the Project site.
5. Cooperate with the County or County's representative in all aspects of the Project Scheduling System. Failure to implement the Project Scheduling System or to provide specified schedules, diagrams and reports, or to implement actions to re-establish progress consistent with the OPS may be causes for withholding of payment.

GR-8. COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

A. *Termination for Convenience.* County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination.

1. Upon receipt of a written notice pursuant to Paragraph A, the Contractor shall: (i) stop the Services or the Work (as applicable); (ii) place no further orders or Subcontracts for materials, labor, services or equipment; and (iii) terminate all material and equipment orders and Subcontracts to the extent terminable (unless otherwise directed by County in writing) and advise the County of all materials, equipment and other items which cannot be canceled or which are already delivered and allow County to participate in the salvage or disposition thereof.

2. If the County terminates this Contract pursuant to this Paragraph A, Contractor shall, as soon as practical after receiving notice of termination, submit to the County an Application for Payment showing all of the costs incurred by Contractor in the performance of the Work terminated through the date of receipt of the notice of termination. The phrase “costs incurred by Contractor in the performance of the Work terminated” as used herein shall be deemed to include:

- (i) Subcontract costs of Work completed;
- (ii) Cancellation fees in regard to equipment and materials ordered;
- (iii) Cost of all materials and equipment ordered which cannot be cancelled; less actual proceeds received upon the disposition thereof;
- (iv) Work accomplished;
- (v) Permit, engineering, bond and inspection fees;
- (vi) Other direct costs actually incurred by Contractor that can be demonstrated by invoice, canceled check, or other appropriate documentation;
- (vii) General condition costs and profit incurred only through the date of termination.

3. Acceptance of Payment. Acceptance of payment by the Contractor shall constitute a waiver of all further claims by Contractor against County under the Contract, and shall be Contractor’s exclusive remedy for termination of the Contract. Notwithstanding anything to the contrary contained in the Contract Documents, in no event shall Contractor be entitled to any payment on account of accident or lost profits or consequential damages in connection with any termination of the Contract, or otherwise in connection with the Contract.

4. Condition Precedent to Payment. As a condition precedent to receiving the payment set forth above, Contractor shall deliver to the County all papers, documents, assignments and agreements relating to the Project

5. Assignment of Rights Subcontracts. If requested, Contractor shall assign to the County or to an entity of the County's choice any or all of Contractor's contractual rights in respect thereof, so that the assignee shall be fully vested with all rights and benefits of Contractor under such papers, documents and agreements, together with releases and waivers of lien in the same manner as would be required upon Final Completion. The County may also request the assignment from Contractor to County to the entity of the County's choice of any or all Subcontractors and Supplier agreements entered into by Contractor and in that event the assignee shall be solely obligated to the Subcontractors and Suppliers under such contracts or agreements for all sums payable thereunder and not previously paid by the County to Contractor.

6. Cessation of Entitlement. Upon the Contractor's assignment of agreements, contracts, subcontracts and/or Owner's payment of monies due Contractor as provided in Subparagraph 5 above, Contractor shall be entitled to

no further compensation of any kind from Owner and shall have no further obligation with regard to the assigned agreements, contracts, or subcontracts .

- B. *Termination for Default.* If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B in this General Requirement, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. In the event Contractor is terminated for default under the terms hereof and it is later determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly in accordance with Paragraph A of this General Requirement.
- D. Except as otherwise provided in this General Requirement, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract by reason of a Termination under paragraph A or B in this General Requirement or for any reason whatsoever.

- E. The parties' obligations pursuant to this General Requirement shall survive any Acceptance of Work, or expiration or termination of this Contract.

GR-9. FINAL INSPECTION

- A. Substantial Completion
1. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in request:
 - a. In Application for Payment that coincides with, or first follows, date Substantial Completion is claimed, show 100 percent completion for portion of Work claimed as substantially complete:
 - Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to Contract Sum.
 - If 100 percent completion cannot be shown, include a list of incomplete items, value of incomplete construction, and reasons Work is not complete.
 - b. Advise the Owner of pending insurance changeover requirements.
 - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - d. Obtain and submit releases enabling Owner unrestricted use of Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - e. Submit record drawings based on field run survey, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
 - f. Deliver tools, spare parts, extra stock, and similar items.
 - g. Make final changeover of permanent locks and transmit keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - h. Performing all tests as described in the specifications.
 - i. Demonstrating to the County and Construction Manager operation of all equipment, and making adjustments of gates, valves, and other equipment.
 - j. Paving, grassing and restoration of the Work area.
 - k. Discontinue and remove temporary facilities from site, along with mockups, construction tools, and similar elements.

- l. Complete final cleanup requirements, including touchup painting.
 - m. Touch up and otherwise repair and restore marred, exposed finishes.
2. Inspection Procedures: On receipt of a request for inspection, Construction Manager will either proceed with inspection or advise Contractor of unfilled requirements. Construction Manager will prepare Certificate of Substantial Completion following inspection or advise Contractor of construction that must be completed or corrected before certificate will be issued.
 - a. Construction Manager will repeat inspection when requested and assured that Work is substantially complete.
 - b. Results of completed inspection will form basis of requirements for final acceptance.
- B. Final Acceptance
1. Preliminary Procedures: Before requesting final inspection, in writing, for certification of final acceptance and final payment, complete the following and list exceptions if any in the request.
 - a. Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 - b. Submit an updated final statement, accounting for final additional changes to Contract Sum.
 - c. Final acceptance of the Work will not be granted and the retained percentage will not be due or payable until the Contractor has furnished the County proper and satisfactory evidence (under oath) that all claims for labor employed and materials used in the construction of the Work under this Contract have been settled, and that no legal claims can be filed against the County for such labor or materials.
 - d. Before final payment can be made, the Contractor must certify, by affidavit to the County, that all payrolls, materials bills, and other indebtedness connected with the Work have been paid.
 - e. The making of the final payment shall constitute a waiver of all claims by the County, other than those for faulty Work covered by and appearing within the warranty period.
 - f. The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.
 - g. Submit a certified copy of Construction Manager's final inspection list of items to be completed or corrected, endorsed and dated by Construction

Manager. The certified copy of list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Construction Manager.

- h. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of Work.
 - i. Submit consent of surety to final payment.
 - j. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - k. Submit a final liquidated damages settlement statement.
2. Final Acceptance: Upon completion of all Work required, the Contractor shall request, in writing, a final inspection. When the Construction Manager and County find the Work of the Contractor complete and acceptable, in accordance with the provisions of the Contract Documents, the Construction Manager will recommend to the County that the job be accepted.
3. Re-inspection Procedure: Construction Manager will re-inspect Work upon receipt of notice that Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to Construction Manager.
- a. Upon completion of re-inspection, Construction Manager will prepare a certificate of final acceptance. If Work is incomplete, Construction Manager will advise Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 - b. If necessary, re-inspection will be repeated.
4. The Contractor will be notified in writing by the County of the acceptance of segments of the Work and/or the final acceptance of the Work, as defined in the Contract Documents. The date of acceptance of segments of the Work and/or date of final acceptance shall be the termination date for the Contractor's liability for physical properties of the facilities and the beginning of the respective warranty periods.

GR-10. WARRANTIES, GUARANTEES AND CORRECTION OF WORK

- A. The Contractor warrants to the County that materials and equipment furnished under the Contract will be new and of good quality, unless otherwise required or permitted by the Contract; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The County, in its sole discretion, may exclude from the Contractor's warranty; remedies for damage or defect which the County determines were caused by abuse; modifications not executed by the Contractor; improper or insufficient maintenance; improper operation; and normal wear and tear and normal usage.
- B. Upon the completion of the Work, and as a condition of final payment, the Contractor shall guarantee in writing that all Work has been accomplished in conformance with the Contract. If required by the County, the Contractor shall also furnish additional satisfactory evidence as to the kind and quality of materials and equipment.
- C. The Contractor shall promptly, and in no event later than 48 hours after receiving written demand from the County, remedy any error, omission, defect, or non-compliance in the Work discovered by the County during construction or at any time thereafter until one year after the final completion of the Work. Nothing herein shall be deemed to shorten any statutory period of limitation otherwise applicable to any legal action by the County against the Contractor.
- D. Contractor shall pay for any damage caused by any omission or defect in the Work, including without limitation, any damage to other improvements or facilities. In the event that the Contractor should fail to timely make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so, and charge the Contractor the cost thereby incurred.
- E. All warranties and guaranties shall extend for the greatest of one (1) full year commencing on the dates of Substantial Completion of the Project or such longer period of time as is required by the Contract. The one (1) year period shall be extended with respect to portions of the Work first performed after Substantial Completion for a period of one (1) year after the actual performance of the Work. If any defect or deviation should exist, develop, be discovered or appear within such one (1) year period, the Contractor, at its sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and eliminate such defect. The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. No one or more of the warranties contained herein shall be deemed to alter or limit any other. The Performance Bond shall remain in full force and effect throughout the applicable guarantee period set forth in this paragraph.

- F. Neither the final payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work that is not in accordance with the Contract or relieve the Contractor of liability for incomplete or faulty materials or workmanship.
- G. All manufacturer warranties and guarantees shall be delivered to the County prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before final payment, the Contractor shall assign and transfer to the County all guarantees, warranties and agreements from all contractors, Subcontractors, vendors, Suppliers, or manufacturers regarding their performance, quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the County, and that upon final completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the County in accordance with their terms. Contractor's obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

GR-11. CONTRACTOR'S PERSONNEL AND INDEPENDENT CONTRACTOR STATUS

- A. The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to the start of the Work. If approved by the County, the Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as the Superintendent, unless approved by the County prior to being named Superintendent. The Project Director, Project Manager – Area 1, Project Manager – Area 2, and General Superintendent so named by the Contractor shall be those individuals named in response to RFQ 12-700009 Application for Pre-Qualification of General Construction Contractor to Bid on Snapfinger Advanced Wastewater Treatment Facilities Expansion – Phase 2.

The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor. Important

communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

- B. The Contractor shall not change key members of its staff without the prior consent of the County, unless such staff members prove to be unsatisfactory to the Contractor and cease to be in its employ. If the Contractor intends to change a key staff member (defined as certain full-time personnel stationed at the site including Project Manager, Superintendent, Project Engineer, Assistant Project Manager, Assistant Superintendent, or Assistant Project Engineer) it shall give the County written notice at least fifteen (15) days prior to the intended change. The written notice shall include a description of qualifications for the new proposed key staff member. The County shall have the right to approve or disapprove the proposed key staff member.
- C. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him.
- D. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

GR-12. SUBCONTRACTING

- A. The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless
 - 1. The Work and the Subcontractor proposed to perform it have been declared in the Bid to the Contract; or
 - 2. The Contractor shall have obtained advance written approval from the County.

- B. The Contractor further understands and agrees that any work on this Project, which the Contractor secures in violation of this General Requirement, shall be deemed a donation from the Contractor for which the County shall not be obligated to pay. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County. Upon request, Contractor shall provide the County with copies of each of its contract(s) and amendments with each Subcontractor.
- C. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

GR-13. ASSIGNMENTS

The Contractor agrees it 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 written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract.

GR-14. INDEMNIFICATION AND HOLD HARMLESS

- A. The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this General Requirement as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) due to claims or liability to a third party that are caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee’s sole negligence.
- B. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property,

resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury.

- C. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense.
- D. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.
- E. The parties agree that Contractor shall be liable for all fines or civil penalties, which may be imposed by any local, federal or state department or regulatory agency that are a result of Contractor's performance of the Work under this Contract. Contractor shall pay the costs of contesting any such fines. The parties' obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.
- F. The indemnifications set forth above does not extend beyond the scope of this Contract and the Work undertaken thereunder. Nor does this indemnification extend to claims for loses or injuries or damages incurred directly by the County Indemnitees due to breach, negligence or default by the County Indemnitor under the terms and conditions of this Contract. Indemnification does not extend to claims for loses or injuries or damages incurred by the County Indemnitees due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession.

GR-15. ROYALTIES AND PATENTS

The Contractor shall hold and save the County and its elected officials, officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented, unpatented or copyrighted invention, process,

method, article, materials, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract.

GR-16. LAWS AND REGULATIONS

- A. The Contractor's attention is directed to the fact that all applicable federal, state, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees and Subcontractors fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Contractor discovers any discrepancy or inconsistency in this Contract or in the Drawings or Specifications in relation to any such law, regulation, ordinance, order, or decree, Contractor shall promptly report the same, in writing, to the County. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Contractor or its employees or Subcontractors.

- B. Contractor shall not discriminate against any person in its operations, activities or performance of Work under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, physical or mental disability, or political affiliation. Contractor shall maintain a Drug Free Workplace.

GR-17. PERMITS AND INSPECTION FEES

- A. Permits shall be secured by the Contractor, and inspections will be required, but the County will not charge the Contractor for permits and inspections obtained from the County. The Contractor shall secure and pay for any permits and inspection fees required by any other governmental entity or agency.

- B. Prior to execution of this Contract, Contractor shall provide the County with a copy of its current, valid business license. If Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. Contractor shall provide the County with copies of all other required licenses, certifications and permits for the Contractor and/or all of Contractor's employees, personnel, agents or Subcontractors performing services that require licensure by the federal government, the State of Georgia, or the County. Contractor hereby warrants and represents that at all times during the Contract Term it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services required by this Contract.

GR-18. LAND AND RIGHTS-OF-WAY

Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct his work in accordance with requirements thereof, including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity, even though such requirements may exceed or be more stringent than that otherwise required by the Contract, and shall compensate the County fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. The Contractor shall provide, at its own expense without liability to the County, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

GR-19. PROTECTION OF WORK, PROPERTY, AND PERSONS

- A. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Project and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

- B. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and the safety and protection of the Work, the public and adjoining property.
- C. If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication or the information provided regarding such utilities or structures. The Contractor shall comply with all applicable state law concerning the marking and location of existing utilities. The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the Work, using whatever means may be appropriate, and shall verify the nature and condition of such utilities and structures. The Contractor shall mark the location of existing utilities and structures, if they are not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Contractor shall notify the County promptly of discovery of any conflict between the Contract and any existing facility.
- D. All existing utilities, both public and private, including but not limited to, sewer, gas, water, electrical, and telephone services, shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Contractor's activities in this regard.
- E. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the County, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra work shall be submitted to the County within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.

GR-20. PROHIBITED INTERESTS

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar

functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

GR-21. FIRST SOURCE JOBS ORDINANCE

The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry.

GR-22. FOREIGN CORPORATIONS

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

GR-23. SPECIFICATIONS AND DRAWINGS

- A. The Specifications, the Drawings and the Contract shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.
- B. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- C. Any discrepancies found between the Drawings and Specifications and site conditions, or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the County, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- D. Upon award of the Contract, the Contractor will be supplied, free of charge, up to three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.

- E. The Contractor shall furnish, with reasonable promptness, all samples as directed by the County for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract. The Work shall be in accordance with approved samples.
- F. The County may, without changing the scope of the Work, furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract. The additional drawings and instructions thus supplied will become a part of the Contract. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- G. Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mentioned therein, or indications on the Drawings of articles, materials, operations, or methods, requires that the Contractor:
 - (1) Provide each item mentioned and indicated of a quality or subject to qualifications noted;
 - (2). Perform according to conditions stated, each operation prescribed; and
 - (3) Provide therefore all necessary labor, equipment, and incidentals.
- H. For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the County an arbiter to establish limits for the contracts between the Contractor and Subcontractors.
- I. Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Contractor is responsible to the County for the entire Contract and the execution of all Work referred to in the Contract.

GR-24. CONTRACTOR'S SUBMITTALS

- A. The Contractor shall submit all Submittals to the official or employee so designated by the chief executive officer all Submittals as required under the Specifications and in such time and manner that will allow at least 21 days for the County's review, pursuant to the Construction Schedule. No portion of the Work shall commence until all Submittals relating to such portion have been approved by the County.
- B. The approved Drawings will be supplemented by such shop drawings as are needed to adequately control the Work. Shop Drawings, product data, samples and other Submittals are not parts of the Contract. The purpose of their submittal

is to demonstrate for those portions of the Work for which Submittals are required by the Contract, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract. Informational Submittals, upon which a County employee, the Architect or Engineer, if retained by the County in connection with the Project, is not expected to take responsive action, may be so identified in the Contract. Submittals which are not required by the Contract may be returned by the County without action. The approval of a Submittal shall not authorize any deviation from or alteration of the Drawings or Specifications absent a Change Order or Field Order.

- C. Shop drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the execution of the Work.
- D. Drawings for false work, centering, and form work may also be required per the Specifications and in such cases shall be likewise subjected to approval unless approval is waived.
- E. The County's review will be within reasonable promptness as to cause no delay in the Work. Approval of the Contractor's Submittals does not relieve the Contractor of any responsibility for accuracy of dimensions and details or from otherwise ensuring that the Work complies with the requirements of the Contract. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of Submittals with the Drawings and Specifications. The County will review and approve or take other appropriate action upon the Contractor's Submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The County's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The County's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- F. It is the responsibility of the Contractor to check all Submittals before same are submitted to the County for approval. Submittals which have not been checked and approved by the Contractor will not be reviewed by the County.
- G. Submittals shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Submittals and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Submittals be accepted from anyone other than the Contractor.

- H. The Contractor shall furnish the County with Submittals in accordance with Division 1 of the Specifications. The Contract Price shall include the cost of furnishing all Submittals and the Contractor will be allowed no extra compensation for such drawings.
- I. The approval of such Submittals shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the County has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Submittals. When the Contractor does call such deviations to the attention of the County, he shall state in writing whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.
- J. The Contractor shall prepare and maintain a log of all Submittals which includes, at a minimum, the submittal number, revision number, description, responsible company, proposed submittal date, date actually submitted, date approved, any comments received, approval status, and resubmittal information. The log shall be updated at least on a monthly basis and made available to the County for review upon request.

GR-25. AS-BUILT DRAWINGS

The Contractor shall maintain a red-lined set of drawings on site during the progress of the Work, indicating upon occurrence any Field Orders, Change Orders and the location of the portion of the Work or equipment actually installed. The Contractor shall note and record all vertical and horizontal as-built conditions upon occurrence during the life of the contract. The Contractor shall, upon completion of the Work, furnish a marked set of reproducible drawings indicating any field changes and the location of Work as actually installed, if different from the requirements of the Contract, and deliver them to the County in hard copy as well as an electronic copy compatible with the County's software and hardware system. Upon completion of the warranty period, the Contractor shall furnish a marked set of Drawings showing any additional changes made during the warranty period.

GR-26. EXAMINATION OF WORK BY CONTRACTOR

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the configuration of the surface and sub-surface conditions, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. Contractor's failure to appropriately familiarize himself with all reasonably known conditions shall provide no basis for an extension of the Contract Time and adjustment to the Contract Sum.

GR-27. INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work as required by the Specifications shall be made by the Contractor, or bureaus, laboratories, or agencies approved by the County. The cost of such inspection and testing shall be paid by the Contractor. Materials and finished articles shall have passed the required tests prior to the incorporation of such materials and finished articles in the Work. The County may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

GR-28. INSPECTION OF WORK

- A. The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the County and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the County or its representative at the site of the Work shall not be construed to, in any manner, to relieve the Contractor of its responsibility for strict compliance with the provisions of the Contract.
- B. If the Drawings, Specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for observation or inspection. Contractor shall provide written notification request a minimum of 24 hours in advance of requested inspection for the purpose to allow inspection parties time to arrange and schedule requested inspections. The inspectors will at all times perform inspections as quickly and as diligently as permissible. If the inspection is by another authority, then the County shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor, having secured all certificates of inspection, will deliver same to the County upon completion. If any Work should be covered up without approval or consent of the County, it shall, if required by the County, be uncovered for examination at the Contractor's expense. The recovering of such Work after inspection shall be at Contractor's expense.
- C. Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the County shall be final and conclusive and binding upon all parties to the Contract.
- D. If the County determines that portions of the Work require additional testing, inspection or approval beyond the requirements of the Specifications, the County will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor

shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs to the Contractor, except as provided below, shall be reimbursed using one of the Contract Allowances.

- E. If such procedures for testing or inspection reveal failure of the portions of the Work to comply with requirements established by the Contract, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.
- F. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract, be secured by the Contractor and promptly delivered to the County or the Architect if one is retained by the County in connection with the Project. Tests or inspections conducted, pursuant to the Contract, shall be made promptly to avoid unreasonable delay in the Work.

GR-29. REQUESTS FOR SUBSTITUTIONS

- A. Requests for substitutions of proprietary products or of a particular manufacturer, vendor, or Subcontractor must be accompanied by the following documentation:
 - (1) Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;
 - (2) Reasons the substitution is advantageous or necessary, including benefits to the County and the Work in the event the substitution is acceptable;
 - (3) The adjustment, if any, in the Contract Price, in the event the substitution is acceptable;
 - (4) The adjustment, if any, in the Contract Term or Time and the construction schedule in the event the substitution is acceptable;
 - (5) An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified;
 - (6) Proposals for substitutions must be submitted in triplicate to the County in sufficient time to allow the County no less than ten (10) working days for review; and

- (7) No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.
- B. Substitutions and alternates may be rejected at the County's discretion without explanation and will be considered only under one or more of the following conditions:
- (1) Required for compliance with interpretation of code requirements or insurance regulations then existing;
 - (2) Unavailability of specified products, through no fault of the Contractor; or
 - (3) Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
 - (4) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
 - (5) When in judgment of the County, that a substitution would be substantially to the County's best interests, in terms of costs, time, or other considerations.
- C. Whether or not any proposed substitution is accepted by the County, the Contractor must reimburse the County for any fees charged by the Architect or other consultants for evaluating each proposed substitute. By making requests for substitutions based on the above, the Contractor:
- (1) Represents and warrants that the Contractor has personally investigated the proposed substitute product or Subcontractor and determined that it is equal or superior in all respects to the product or Subcontractor previously specified;
 - (2) Represents and warrants that the Contractor will provide the same warranty for the substituted product or for the workmanship of the substituted Subcontractor, as applicable, that the Contractor would have provided for the product or Subcontractor previously specified;
 - (3) Certifies that the cost data presented, in the form of certified quotations from Suppliers of both specified and proposed equipment is complete and includes all related costs under this Contract, but excludes costs under separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

- (4) Agrees that the Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete and in accordance with the Contract in all respects.
- D. Contractor shall not propose an item for substitution unless it is equal to or superior to the specified item or items in construction, efficiency, and utility. The opinion of the County as to the equality or superiority of the item shall be final, and no substitute material or article shall be purchased or installed without the County's written approval.
- E. In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in the case of a price increase.

GR-30. REJECTIONS OF WORK AND MATERIALS

- A. All Work that is defective or deviates from the Drawings or Specifications will be rejected. All rejected Work shall be replaced immediately with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County. If rejected Work is not removed within forty-eight hours from the date of letter of notification, the County shall have the right and authority to stop the Work immediately and/or to arrange for the removal of said rejected Work at the cost and expense of the Contractor.
- B. Inspection of the Work shall not relieve the Contractor of any of its obligations, and defective Work shall be made good regardless of whether it has been previously inspected by the County and accepted or estimated for payment. The failure of the County to reject or condemn improper materials or workmanship shall not be considered as a waiver of any defect that may be discovered later.

GR-31. MATERIALS, SERVICES, AND FACILITIES

- A. The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment shall constitute a default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work in accordance with accepted industry practices and within the Contract Time.
- B. Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate

prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.

- C. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer. Contractor shall promptly notify the County of any conflict between the instructions of any manufacturer and the requirements of the Drawings or the Specifications.
- D. Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract. The source of supply for all such products shall be submitted to the County, together with detailed descriptions thereof in the form of samples, shop drawings, tests, or other means necessary to adequately describe the items proposed. Approval by the County of a manufacturer or supplier shall not constitute the approval of materials, supplies, or equipment obtained from such manufacturer or supplier if they do not comply with the requirements of the Contract. If, after trial or installation, it is found that sources of supply, even though previously approved by the County, have not furnished products meeting the intent of the Contract, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.
- E. The Contractor shall confine operations to areas permitted by law, ordinances, permits and the Contract, and shall not unreasonably encumber the site with materials or equipment. The Contractor shall provide parking for all construction vehicles only within the construction limits as indicated on the drawings or make appropriate arrangements as permitted by law.
- F. Only materials and equipment which are to be used directly in the Work may be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it must be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is the sole responsibility of the Contractor.
- G. The Contractor and any entity for which the Contractor is responsible must not erect any sign on the Project site without the prior written consent of the County, which may be withheld in the sole discretion of the County.
- H. Contractor must ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, and for emergency response to the site of the Work and all adjacent areas. The Work must be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work are free from debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other

provision of the Contract, Contractor must use its best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work, or the Project.

- I. Without prior approval of the County, the Contractor shall not permit any worker to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the County for such use. Without limitation of any other provision of the Contract, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the County in connection with the use and occupancy of the Project site, as amended from time to time. The Contractor shall immediately notify the County in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems that may be caused by such compliance and suggesting alternatives through which the results intended by such portions of the rules and regulations can be achieved. The County may, in the County's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements applicable to the use and occupancy of the Project site.
- J. Unless otherwise provided in the Contract, Contractor shall provide and maintain a suitable office on the site for its own use and for the use of representatives of the County. Contractor shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as he provides for his own use. Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County.
- K. Contractor may be required by the County, at the beginning of Work, to provide, at the Project site, suitable and adequate temporary toilets and enclosure for use of workers on the job, shall maintain same in sanitary condition, and shall remove same at the completion of construction operations and/or when directed by the County. Contractor shall not allow any sanitary nuisances to be committed in or about the site and shall enforce sanitary regulations of local and state health authorities.
- L. The Contractor shall cooperate with the County in any required use of the property and arrange for storage of materials on the Project site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to its Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall, at its own expense move same as and when directed by the County.

- M. Unless otherwise instructed by the County, the Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by the Contractor's performance of the Work. The County's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

GR-32. UTILITIES DURING CONSTRUCTION

Utility requirements during construction shall be as specified in Section 01500 Construction Facilities and Temporary Controls.

GR-33. TEMPORARY HEAT AND AIR CONDITIONING

Temporary heat and air conditioning required during construction shall be as specified in Section 01500 Construction Facilities and Temporary Controls.

GR-34. MAINTENANCE MANUAL

Operation and Maintenance Manuals shall be as specified in Section 01300 Submittals.

GR-35. WEATHER CONDITIONS

The Contractor will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the County, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.

GR-36. LINES, GRADES, AND MEASUREMENTS

- A. Such stakes and markings as the County may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings may, at the County's discretion, shall result in the Contractor being charged for their replacement.
- B. The Contractor must exercise proper care and caution to verify the grades and figures furnished by or on behalf of the County before proceeding with the Work, and shall be responsible for any damage or defective work caused by its failure to exercise such care and caution. Contractor shall promptly notify the County of any errors or discrepancies it may discover in order that the proper corrections may be made.
- C. Before ordering materials or doing work, the Contractor shall measure and verify the dimensions and locations of all existing structures, substrata, and features that affect the Work and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Contractor shall promptly

notify the County of any difference which may be found, and shall obtain direction from the County before proceeding with the affected Work.

GR-37. CLEANING UP

- A. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the County.
- B. If the Contractor fails to clean up, as provided in the Contract, the County may do so, and the cost thereof shall be charged to the Contractor. Contractor shall ensure that neither it, its Subcontractors, nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the County's advance written approval. Contractor agrees to ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that Contractor, its Subcontractors or their employees or agents, bring onto or generate at the Project Site are handled in accordance with all applicable laws.
- C. The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the County.
- D. In addition to removing rubbish on a periodic basis and leaving the building broom clean, the Contractor shall clean all tile and glass; replace broken glass; remove stains, paint spots, and dirt from all Work; clean and polish all plumbing fixtures and equipment; and remove all temporary protection items. To the maximum extent reasonably possible, the Contractor shall keep the interior of the building free of combustible materials as the Work progresses.
- E. The Contractor shall maintain and keep clean at all times the immediate approach to the Project site, including the roads abutting the Project site.

GR-38. BARRICADES

- A. Contractor shall provide barricades and protective barriers around excavations, so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.
- B. Delivery of construction materials and equipment shall be only to locations approved by the County.

GR-39. NO THIRD-PARTY BENEFICIARY

Except as expressly and specifically set forth herein, this Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

GR-40. SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

GR-41. INTERPRETATION

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

GR-42. PRIOR CONTRACTS; CONFLICT IN DOCUMENTS

The Contractor may in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the General Requirements of the Contract; the Specifications; the Drawings, as between schedules and information given on the Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern; and detailed Drawings shall govern over general Drawings; and the Bid Document Package. As this is a process oriented Project, conflicts between architectural Drawings and Drawings of other engineering disciplines, Drawings of the other engineering disciplines shall govern.

GR-43. ENTIRE AGREEMENT

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order or Field Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order or Field Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

GR-44. COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

GR-45. VENUE

The courts of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract.

GR-46. TAXES

- A. Contractor shall pay all sales, consumer, withholding, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. The Contractor shall provide a written tabulation, plus other documentation as may be required, of all taxes, including sales tax, paid by the Contractor 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. Such written tabulation shall be included with each partial payment request. The tabulation shall include the major equipment items, as defined in the Major Equipment Schedule, plus any qualifying equipment purchases with a value greater than \$5,000. Additionally, the tabulation shall be documented with copies of invoices indicating the amount of tax paid, with all blanks completed on the invoice, and with a description of the function of the item included in the tabulation. All taxes shall be paid by the Contractor. All refunds will accrue to the County.

GR-47. INTERRUPTION OF FACILITY OPERATIONS

- A. The Contractor shall schedule the Work such that the Contractor minimizes interruptions to the operation of any existing facility, including water mains and sewers. Shut downs must be scheduled with the County and mitigation steps taken to prevent upsets or impacts to plant compliance.
- B. The Contractor shall conduct operations in a manner and sequence which will provide for the continued transportation of wastewater flows during construction of this Project. The Contractor shall take all actions required to prevent discharge of sewer flow from the system to the ground or stream. Any construction actions that impede or interrupt flow shall be carefully executed and monitored to prevent surcharging and overflow.
- C. Any damages resulting from surcharging, overflow or back-up caused by the Contractor's operations shall be the Contractor's responsibility. Fines charged the County for overflows caused by the Contractor shall be paid for by the Contractor.

GR-48. DEKALB COUNTY WORK HOURS

Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during DeKalb County Construction Activities work hours (DeKalb County Code of Ordinances Chapter 16, Article VII, Division 2, Section 16-306 (d)). DeKalb County work hours are generally Monday through Friday from 7:00 a.m. through 7:00 p.m. DeKalb County observes the following holidays; **New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas.** The Contractor will not perform Work outside of DeKalb County work hours without the County's written consent given after prior written notice to the Construction Manager, which shall be submitted at least seven (7) days in advance.

ATTACHMENT B

SAMPLE SUMMARY OF WORK

PART 1 - GENERAL

1.1 SCOPE

A. Potable Water Supply & Distribution System (Water)

The Water system Work to be performed under this Contract consists of providing pipe replacement and repair services in accordance with the General Requirements of section 3.07. The Work consists of furnishing and installing labor, materials, tools, equipment and incidentals required for pipe laying and repair services. Pipe replacement and repair services may include but not be limited to new distribution main installation, replacement and or repair of distribution mains and appurtenances using a variety of pipe materials, sizes, and joint types throughout the County's distribution system.

The Work also includes, but is not limited to installation, disinfection, and testing of water mains of various sizes; installation of valves and fire hydrants; small meter relocation; removal and replacement of asphalt/ concrete paving, sidewalks, curb and gutter, driveways and bridge attachments.

B. Wastewater Collection & Transmission System (Sewer)

The Sewer system Work to be performed under this Contract consists of providing repair and or replacement of sanitary sewers in accordance with the General Requirements of Section 2.0. The Work consists of completing necessary repairs to linear sewer infrastructure utilizing alternate repair techniques, as approved, Jack-and-Bore, manhole rehabilitation, lateral replacement, rehabilitation, and any other methods deemed necessary. Various pipe materials and appurtenances will be utilized as required per the General Requirements. Work shall be comprised of necessary cleaning involving removal of silt, which is defined as any and all solid or semi-solid materials, including fine and granular material, such as sand, grit, gravel, and rock as well as debris, grease, oil, sludge, slime, or any other loose material or deposits lodged in the manhole or sewer. It also involves removal of invading roots, corroded concrete, corroded manhole rungs, corroded ladders, intruding laterals and any other extraneous debris.

The Work also includes the furnishing of all plant, labor, materials, equipment and supervision and performing all operations involved in the construction of sanitary sewer mains.

The Contractor will receive a Work Order from the County to activate the Work (See Appendix B as an example). The Work Order will state the type of work required to be executed for the particular asset. Once the Work Order has been

completed the Contractor will return the Work Order with the appropriate documentation (post video inspection of a line or post digital pictures of a manhole, etc.) to the County's Project Manager.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

ATTACHMENT C
SAMPLE BID FORM

ATTACHMENT D

Sample Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 20__ in _____(city), _____(state).

By:_____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E

Sample Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____(insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), _____(state).

By:_____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT F

Sample Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), _____(state).

By: _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

_____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT G

SAMPLE ARTICLES OF ORGANIZATION

I, _____, certify that I am the Registered Agent for _____ named as Contractor herein, same being organized to do business under the laws of the State of _____; that executed this Contract on behalf of the Contractor was, then and there and that said Contract was duly signed by said Agent for and in behalf of said company, pursuant to the authority of its governing body and within the scope of its company powers.

I further certify that the names and addresses of the organizers, members, and/or managers of all are as follows:

BY: _____
Signature

NAME: _____
Type or Print

This _____ day of _____ 20_____ (Company Seal)

ATTACHMENT H

**DEKALB COUNTY, GEORGIA
SAMPLE CERTIFICATE OF CORPORATE AUTHORITY
(Choose Applicable Certificate)**

I, _____, certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of _____; that _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

This _____ day of _____, 20____.

_____ (Corporate Seal)
Secretary

ATTACHMENT H

**DEKALB COUNTY, GEORGIA
SAMPLE CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)**

I, _____, ⁽¹⁾ certify that

5. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);

6. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract for Construction dated _____ with DeKalb County, issued pursuant to Invitation to Bid or Request for Proposal No. _____;

7. Venturer is organized and incorporated to do business under the laws of the State of _____;

8. _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and

9. Said Contract was duly signed by said officer for and in behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

10. I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

INSTRUCTIONS:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of _____ Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

**MAKE COPIES OF THIS FORM AND SUBMIT A SEPARATE FORM FOR EACH
JOINT VENTURE PARTNER.**

ATTACHMENT I
(Consisting of 3 pages)
SAMPLE PERFORMANCE 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 _____ County (hereinafter called the “County”) and their successors and assigns, in 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 with the County, awarded by the DeKalb County Governing Authority on _____, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the _____ [*insert Name of the Project*], more particularly described in the Contract (hereinafter 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 change orders, 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 County to be, in default under the Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with the terms and conditions; or
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 County of the lowest responsible bidder, arrange for a contract between such bidder and County 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 County the funds required by this Paragraph prior to the payment of the County 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 County to the Contractor under the Contract, and any amendments thereto, less the amount paid by the County to the Contractor; or, at the option of the County; or

3. Allow County to complete the work and reimburse the County 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 County 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 County 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 County in making good any such failure to 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 County 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 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.

The Surety's obligations under this bond include all of the Contractor's duties under the Contract, including without limitation its maintenance and guarantee obligations.

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

This Bond is intended to comply with O.C.G.A. §36-91-70, 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 County beyond that contemplated by O.C.G.A. §36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

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 _____, 20__.

PRINCIPAL

By: _____(SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____(SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney

ATTACHMENT J
(Consisting of 2 pages)
SAMPLE 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 _____ County, (hereinafter called the “County”), its successors and assigns as obligee, in the penal sum of [*Insert 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 County, awarded by the DeKalb County Governing Authority on _____ [insert date of award] which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the construction 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.

4. A “Claimant” shall be defined herein as any Subcontractor, person, party, partnership, corporation or other 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.
5. In the event a Claimant files a claim against the County, or the property of the County, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the County, either by bond or as otherwise provided in the Contract.
6. 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, alternations, extensions of time, changes in payment terms, and amendments.
7. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification 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.

8. 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 to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
9. 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.
10. This Bond is intended to comply with O.C.G.A. §36-91-90, 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 County beyond that contemplated by O.C.G.A. §36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, 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 obligation to be signed by their duly authorized representatives this ____ day of _____, 20__.

PRINCIPAL

By: _____(SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____(SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

ATTACHMENT K

SAMPLE CERTIFICATE OF INSURANCE WITH DECLARATION PAGE(s)

ATTACHMENT L

SAMPLE ADDENDA ACKNOWLEDGEMENT

ITB 17-100810
ADDENDUM NO. 0

ADDENDUM ACKNOWLEDGMENT

Date _____

The Above Addendum is hereby acknowledged:

(NAME OF BIDDER)

(Signature)

(Title)

ATTACHMENT M

SAMPLE EXECUTIVE ORDER NO. 2014-4 NEW ETHICS POLICY



Office of Interim Chief Executive Officer
DeKalb County, Georgia

Lee N. May
Interim CEO

Executive Order No. 2014-4
New Ethics Policy

WHEREAS, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

WHEREAS, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

WHEREAS, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

WHEREAS, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

WHEREAS, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

NOW THEREFORE, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

June 24, 2014

Section 1: Scope of this Order and Reminder of Existing Rules

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").¹ CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

Section 2: New Ethical Rules for CEO Merit-Exempt Employees

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. *Gifts.* A CEO merit-exempt employee may accept gifts² from an Interested Source³, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

¹This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

² "Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals.* CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel.* CEO merit-exempt employees may accept "reasonable hosting expenses" from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County's contract or falls within the exception for gifts of travel to the County.
- c. *Tickets.* CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria.* CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. *Awards, other exceptions.* CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

Section 3: Chief Executive Officer

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

¹ "Interested Source" means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

Section 4: Training

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

Section 5: Contractors and CEO-sponsored events

1. *Contractors.* To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order allow a gift, meal, travel expense, ticket or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
2. *CEO-sponsored events.* No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship⁴ from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

Section 6: Support of the Ethics Board of DeKalb County

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

⁴ A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

- enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;
2. Meeting with and supporting the Ethics Board as necessary;
 3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
 4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
 5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
 6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
 7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
 8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
 9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
 10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

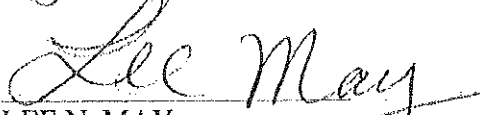
Section 7: Comprehensive and Updated Ethical Rules

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

Section 8: Compliance and Effective Date

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this 25th OF June, 2014.


LEE N. MAY
Interim Chief Executive Officer

ATTEST:



BARBARA H. SANDERS, CCC
Clerk to the Chief Executive Officer
and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.

EXHIBT 2

**DEKALB COUNTY GOVERNMENT
ROLLING OCIP – ALL OTHER PROJECTS**

(Name of General Contractor)



**GENERAL LIABILITY
WRAP-UP MANUAL**

Version 3
JULY 2015

**Resurgens Risk Management (RRM)/ Willis
Insurance Services of Georgia, Inc. (Willis)**



**Kendall Ross OCIP Administrator, RRM Phone:
(404) 591-2895, Cell: (404) 290-4410
KRoss@rrmgt.com**

INTRODUCTION

DEKALB COUNTY GOVERNMENT (Owner) purchased a Wrap-Up Program (Wrap- Up) providing General Liability and Excess Liability insurance for **(Name of General Contractor)** (General Contractor) and all Subcontractors of every tier working on the Project who are enrolled in the Wrap-Up.

Participation is mandatory, except for those identified as Excluded Parties, BUT IT IS NOT AUTOMATIC. The General Contractor and each Subcontractor must follow enrollment procedures as described herein. The Owner has specified that insurance costs be identified in (and subsequently removed from) all initial bids, change orders and final contract value.

The insurance protection provided by the Wrap-Up, as well as your rights and responsibilities under the program, are as much a part of your Contract as the actual work specifications. All terms and conditions of this Wrap-Up Manual are incorporated by reference into your Contract.

Any questions regarding the particulars of this program can be discussed at pre-bid and pre- award meetings, or by contacting the Wrap-Up Administrator (see directory).

This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the respective insurance policies will govern how coverage is applied.

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DIRECTORY

Owner:

DEKALB COUNTY GOVERNMENT

Risk Manager

Larry C. Jacobs
Phone: 404-371-2050
E-mail: lcjacobs@dekalbcountyga.gov

Sr. Program Manager (PMT)

Name
Phone
Email

General Contractor:

(Name of General Contractor)

Project Manager

Name
Phone:
Email:

Wrap-Up Program Administration:

RESURGENS RISK MANAGEMENT (RRM)

Wrap-Up Program Manager

Marlene Butler
Phone: 678-298-5126
Cell: (678) 382-4583
E-mail: mbutler@rrmgt.com

Wrap-Up Administrator

Kendall Ross
Phone: (404) 591-2895
Cell: (404) 290-4410
Fax: (404-591-2883
E-mail: KRoss@rrmgt.com

Wrap-Up Claims Consultant:

WILLIS

Dave Simmons
Phone: (404) 224-5062
Cell: (770) 617-1390
E-mail: David.Simmons@Willis.com

DEFINITIONS

Contract: The written agreement between DEKALB COUNTY GOVERNMENT and (Name of General Contractor) or between (Name of General Contractor) and its Subcontractors of every tier.

Enrolled Contractor(s): The General Contractor and Subcontractors of any tier who has been awarded work and met the requirements to become enrolled in the Wrap-Up as evidenced by a certificate of insurance issued by the Wrap-Up Administrator. The Owner may, at its discretion, include a Subcontractor who, otherwise by definition, would be an Excluded Party.

Excluded Parties: Contract haulers or truckers, consultants, vendors, suppliers, material dealers, asbestos abatement, EFIS, or other hazardous material contractors, or others merely making deliveries to or pickups from the Jobsite. In addition, Subcontractors whose contract price is less than \$10,000 will be excluded from the Wrap-Up. The Owner may, at its discretion, exclude others from the Wrap-Up.

General Contractor: (Name of General Contractor)

Insured: Owner and all Enrolled Contractors and any other party named as an Insured on the certificates of insurance.

Insurer(s): TBD

Jobsite: the Rolling OCIP covers all projects, other than the Water Treatment project, conducted throughout DeKalb County, representing premises owned by the Owner as described in the Contract between Owner and the General Contractor. This shall not include operations at the Enrolled Contractor's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property, even if such operations are for fabrication of materials to be used at the jobsite.

Offsite: Premises other than the Jobsite.

Onsite: See Jobsite definition.

Owner: DEKALB COUNTY GOVERNMENT

Project:

DEFINITIONS (CONTINUED)

Project Manager: The individual assigned by the General Contractor with overall Project responsibility.

Subcontractor: Any individual, firm, or corporation undertaking construction or other services under a Contract with the General Contractor or another Subcontractor to furnish labor, services, materials and/or equipment, and/or perform operations at the Project site.

Wrap-Up: A program under which General Liability and Excess Liability insurance are procured by the Owner for all Enrolled Contractors of every tier while performing operations at the Jobsite.

Wrap-Up Administrator: The individual employed by the Wrap-Up Program Manager who is responsible for the day-to-day administration of the Wrap-Up.

Wrap-Up Program Manager: Resurgens Risk Management

GENERAL PROVISIONS

The General Contractor and each Subcontractor of any tier shall comply with each of the provisions stated herein:

1. Mandatory Compliance

Participation is mandatory, except for those identified as Excluded Parties.

2. Meeting Attendance

At the request of the Owner, the General Contractor and its Subcontractors shall attend any meetings held to explain and discuss the Wrap-Up.

3. Wrap-Up Manual Incorporated into Bid Specifications and Contract

This Wrap-Up Manual will be a part of the bid specifications and bidders are expected to be familiar with the requirements prior to submitting their bid. In addition, this Wrap-Up Manual will be incorporated by reference into the successful bidders awarding Contract and accordingly, all provisions require mandatory compliance.

4. Commencement of Work

Subcontractors shall not commence work at the Jobsite until:

- a) If enrolled under this Wrap-Up, having received a certificate of insurance issued by the Wrap-Up Administrator, or
- b) If excluded under this Wrap-Up, having provided a certificate of insurance as required in this manual.
- c) Attend safety meeting and receive badge authorizing access to work site.

INCIDENT REPORTING AND SAFETY

All Jobsite incidents/accidents must be reported to the Project Manager. The Project Manager will:

- Work with the involved Subcontractor(s) to take necessary action to stop any unsafe act or condition in order to prevent further injury or damage.
- Provide the Supervisor's Incident Investigation Report and the Claim Reporting Form to the involved Subcontractor(s) to be completed.
- Coordinate the investigation surrounding the incident/accident and assure completion of required investigative reports.
- Report the incident/accident to WILLIS (see directory) and will include the Investigation Report and Claim Form. (This will be established once we determine how safety will be handled)

The General Contractor and Subcontractors will assist in the handling, investigation, and mitigation of all incidents regardless of whether the incident results in an injury or insurance claim.

The General Contractor shall be responsible for designing and implementing a comprehensive project specific safety, health and loss prevention program.

All subcontractors will be required to follow the General Contractor's safety, health and loss prevention program. A written Safety Plan is required to be submitted by the General Contractor and accepted by DeKalb County (Risk Manager) and/ or its designated representative before any on-site work can begin. The Safety Plan must include but not limited to all items in the Contract concerning safety requirements, accident investigation procedures, safety audits/survey schedule, safety rules, return to work protocols and the name of the designated contractor's project safety representative.

INSURANCE PROVIDED BY THE OWNER

The Owner has procured, and will maintain at its own expense, the insurance coverages described below for the General Contractor and Enrolled Contractors. The limits of liability purchased apply collectively to all Insureds. The Owner intends to maintain General Liability and Excess Liability coverages until final completion, but in no event beyond the expiration date of the Wrap-Up policy. As defined in the policy, Products/Completed Operations coverage is extended for 10 years or the Statute of Repose, whichever is less. In addition, this program includes an extended warranty/repair work provision which extends coverage in the event an Enrolled Contractor returns to the project site to perform warranty or repair work as defined by the policy. Summaries of the insurance coverages to be provided by the Insurer(s) are as follows:

1. Commercial General Liability Insurance

Commercial General Liability insurance is provided for activities at the Jobsite. The Policy has the following limits of liability (exclusive of defense costs):

| | |
|-------------|---|
| \$2,000,000 | Each Occurrence |
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate* |
| \$2,000,000 | Personal Injury and Advertising Liability |
| \$100,000 | Fire Legal Liability |
| \$10,000 | Each Occurrence – General Contractor’s financial responsibility for Property Damage to the extent loss is attributable to, involves, or relates to the performance, actions, or negligence of the General Contractor or its Subcontractors. |

** The Products/Completed Operations Aggregate is a single limit for the entire policy term, inclusive of the 10 year extension period.*

2. Excess Liability Insurance

Excess Liability will be provided with limits of \$25,000,000 each occurrence and in the aggregate. The limits are excess of the primary limits described in Item 1 above.

3. Builders’ Risk and Contractors’ Pollution Liability

Please refer to the contract between DeKalb County and the General Contractor for additional information on builders’ risk and pollution liability.

4. Certificates of Insurance

The Wrap-Up Administrator will issue certificates of insurance for Commercial General Liability and Excess Liability to the General Contractor and each Enrolled Subcontractor.

INSURANCE PROVIDED BY THE OWNER (CONTINUED)

5. Insurance Policies

The summary of coverages contained in this Wrap-Up Manual is prepared for the convenience of those involved in the Project and should not be construed in any way as an exact and binding analysis of coverage. In case of any claim or question with respect to coverage, the original policies will prevail as the sole binding documents. Specimen General Liability and Excess Liability policies are available upon request.

6. Wrap-Up Insurance Premiums

The Owner is responsible for the payment of the Wrap-Up premium. All return insurance premiums, insurance dividends, or monies due or to become due in connection with the Wrap-Up shall be to the benefit of the Owner and are hereby assigned to the Owner.

7. Wrap-Up Cancellation, Termination or Modification

Notwithstanding any other provision in this manual, It is the Owner's intent to keep the Wrap-Up in force throughout the term of the Project. However, the Owner reserves the right to cancel, terminate or modify the Wrap-Up. To exercise this option, the Owner will provide 30 calendar days advance, written notice to all Insureds covered under the Wrap-Up.

Enrolled Contractors will be required to immediately effect replacement insurance coverage, equivalent to what is currently required for Offsite and Excluded Parties. The reimbursement for the cost of such replacement insurance will be calculated on a pro-rata portion of the Enrolled Contractors' approved Form 2. Written evidence of such insurance must be provided to the Owner prior to the actual cancellation or termination date of the Wrap-Up.

**INSURANCE PROVIDED BY THE GENERAL CONTRACTOR AND ALL
SUBCONTRACTORS**

Enrolled Contractors and Excluded Parties will, at their own expense, carry and maintain at least the following insurance policies and minimum limits of liability on forms and with insurance companies acceptable to the Owner:

1. Automobile Liability Insurance

All Enrolled Contractors and Excluded Parties must provide Automobile Liability insurance covering the operation, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles used in connection with the Project. If hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed to include CA9948 and MCS-90 endorsements.

Limits of liability of at least \$1,000,000 for each accident for bodily injury and property damage combined.

2. Workers' Compensation and Employer's Liability

All Contractors must have Workers' Compensation and Employer's Liability insurance covering for all operations relating to this Project. The policy must contain a waiver of subrogation endorsement in favor of the Owner and the General Contractor and provide the following limits:

- a. Workers' Compensation - Statutory Limits
- b. Employer's Liability -
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Disease - Each Employee
 - \$1,000,000 Each Disease - Policy Limit
- c. To include U.S. Longshoremen and Harbor Workers Act

3. Commercial General Liability Insurance (Including Contractual Liability)

All Enrolled Contractors must have General Liability insurance covering third party losses that occur away from the Project and after final completion or Wrap-Up termination or cancellation. Excluded Parties must provide this coverage for all operations relating to Projects covered under the Rolling OCIP.

INSURANCE PROVIDED BY THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS (CONTINUED)

Coverage shall include, but not be limited to, Premises-Operations, Personal Injury, Blanket Contractual Liability, Broad Form Property Damage, Fire Legal Liability, Independent Contractors, and Products/Completed Operations. Provided below are the minimum insurance limits required:

| <u>Limits</u> | <u>All Parties</u> |
|---------------|---|
| \$1,000,000 | Each Occurrence |
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate* |
| \$1,000,000 | Personal Injury and Advertising Liability |
| \$100,000 | Damages to Rented Premises |

*Including term up to 5 years after substantial completion

4. Excess/Umbrella Liability

The General Contractor: \$5,000,000 Each Occurrence/Aggregate

Subcontractors: \$1,000,000 Occurrence/Aggregate

5. Aviation Liability

If required by the Owner, Aviation Liability insurance covering all owned, non-owned, and hired aircraft, used, operated, or hired by the General Contractor or the applicable Subcontractor in connection with the Project, including bodily injury, property damage, and Passenger Liability with a minimum limit of \$10,000,000 each occurrence.

6. Watercraft Liability

If required by the Owner, Watercraft Liability and/or Protection and Indemnity insurance covering all owned, non-owned, and hired watercraft, used, operated, or hired by the General Contractor or the applicable Subcontractor in connection with the Project, including bodily injury with a minimum limit of \$10,000,000 each occurrence.

INSURANCE PROVIDED BY THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS (CONTINUED)

7. Qualifications of Insurers

Each Insurer who provides any insurance coverage required by this section must meet each of the following requirements:

- a. The Insurer must be duly licensed and/or authorized by the State of Georgia to transact a property and/or casualty insurance business in the State of Georgia;
- b. The Insurer must have an A.M. Best Policyholder Rating of a “A” and a Financial Rating of Class **V111** or higher.

8. Certificate of Insurance

Prior to commencing any work at the Jobsite, the General Contractor and all Subcontractors must provide the Owner with a Certificate of Insurance. Failure of any party to provide such certificates of insurance will not be relief from the responsibility to carry and maintain such insurance. Certificates should be sent to RRM.

Coverage must include and Certificates of Insurance must evidence (see sample in forms section):

- a) Reference to: DEKALB COUNTY GOVERNMENT, Rolling OCIP / All Other Projects, Other than the Water Treatment Plant
- b) Additional Insured: The General Contractor and Subcontractors shall include DEKALB COUNTY GOVERNMENT and **(Name of General Contractor)** as additional Insureds (as respects Automobile, General and Excess/Umbrella Liability). Coverage must be primary and non-contributory.
- c) Waiver of Subrogation (as respects to Workers Compensation) in favor of DEKALB COUNTY GOVERNMENT and **(Name of General Contractor)**.
- d) Notice of Cancellation: All required policies shall be endorsed to provide that notice of cancellation shall be given to Owner by insurance agent/broker or carrier; or if unavailable, General Contractor or Subcontractors must provide Owner with thirty

(30) days advance written notice of cancellation or non-renewal (ten (10) days in the event of cancellation for non-payment of premium).

INSURANCE PROVIDED BY THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS (CONTINUED)

9. Other Insurance Needed As Determined by Enrolled Contractors

The Wrap-Up, as previously outlined, is intended to afford broad coverage and relatively high limits of liability, but may not provide all the insurance needed. Enrolled Contractors should have their insurance agent, broker or consultant review the coverages and limits outlined herein for adequacy against your existing program. In order to eliminate duplicate insurance premiums, Enrolled Contractors should amend their insurance program to recognize coverage provided to them under this Wrap-Up. It is suggested that Enrolled Contractors' General Liability policies exclude coverage for this Jobsite only to the extent coverage is provided for this Project by the Wrap-Up. In this manner, any broadened coverages or limits under the Enrolled Contractors' insurance program will still be available to them. Any insurance for higher limits or other coverages that are required by the Contract, by law, or needed for the Enrolled Contractors' protection must be purchased separately. Any premiums, deductibles or self-insured retentions under any additional coverages shall be borne by Enrolled Contractors.

Any policy of insurance covering owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include waiver of subrogation endorsements in favor of the Owner and the General Contractor, their employees, agents or assigns.

ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS

Step 1 - Online Registration Process

The Wrap-Up utilizes an online enrollment program through Resurgens Risk Management. General Contractors and all Subcontractors shall complete the online enrollment as outlined below.

Key Information You Will Need To Begin

1. Project Number (The DeKalb County website's Bids & RFPs page show RFPs and ITBs with names so we will need to know which is preferred)
2. Company's Federal Identification #
3. Certificate of Insurance
4. General Liability Rate Sheets and Excess/Umbrella Liability Declaration Page

New Users

1. Go to Wrap-Up online registration site at <http://www.dekalbwatertreatmentplantocip.com>
2. Complete New User Registration information on OCIP main page.
3. Verify your account by entering the user validation code, which will be sent via email.
4. Wait for General Contractor's online approval; then proceed with registration process.

Existing Users

1. Go to Wrap-Up online registration site at <http://www.dekalbwatertreatmentplantocip.com>
2. Enter username / password.
3. Under the heading New OCIP Registration, select Register, enter project number.
4. Update user profile, select awarding contractor; then proceed with online registration.

Completing Online Forms

1. Complete Form 1, Check the Signature Box, Send.
2. Complete Form 2, Check the Signature Box, Submit.
3. Review your Submittal Form, Send.
4. You will receive a notice which states "Your Registration application is complete."
5. Email or fax the following to dcwtpocipadmin@rrmgt.com or 404-591-2883
 - a. Insurance Certificate (See sample certificate in Forms Section)
 - b. General Liability Additional Insured Endorsement (Comparable to CG 20 10 11/85)
 - c. General Liability & Excess/Umbrella Liability Policy Declaration and Rate Sheets

For detailed registration instructions, go to
<http://www.dekalbwatertreatmentplantcip.com>
Select "Instructions" at the bottom of the page.

ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS (continued)

Step 1 - Online Registration Process

Important Notes

- ☆ 1. Subcontractors may not commence work on this Project until enrollment is complete which requires that all forms are received, approved, and a certificate of insurance is provided by the Wrap-Up Administrator to the Enrolled Contractor.
- ☆ 2. Enrollment is NOT automatic – Contractors are required to submit a separate registration for each project/contract they are performing work under. Excluded contractors (those not eligible to participate in the Wrap-Up due to contract value or scope of services) are also required to complete the online registration.
- ☆ 3. Failure to submit the completed forms and documentation to the Wrap-Up Administrator within 30 days of the initial request may result in a delay of your monthly progress payments and/or an insurance cost deduction to your contract based on a percentage of your contract value (as determined by the Wrap-Up Administrator).
4. Premiums should be based on rates in force at the time of the Contract Award and are **not** subject to change during the project period. The Insurance Deduction will be based on the amount shown on the Form 2 OR the amount included in the original bid, whichever is higher
5. Accurately estimate payroll anticipated for this Contract (initial bid and all change orders) so as to develop an accurate bid deduction for the insurance costs. If it is determined at any time that your payroll was underestimated, there will be an interim adjustment of the bid deduction. At completion of the each Enrolled Contractor's work, a final audit will be conducted of the actual payroll, receipts and insurance costs. The variance will be calculated based on the earned payroll or receipts less those estimated during the bidding and change order process. The earned insurance cost will be based on the rates shown on the approved Form 2. These rates will be applied to the entire project period. The difference will be adjusted from the Contract amount prior to the release of retainage.
6. The Insurer has the right to examine and/or audit all records pertaining to this Project.
7. Accurately utilize valid classification codes as defined in the latest version of the NCCI (National Council on Compensation Institute) Scopes Manual. These will also be audited and will be subject to change by the Wrap-Up Administrator should the work being performed not coincide with the classification codes and rates submitted in the Form 2.

ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS (CONTINUED)

Step 2 – Updating Enrollment to Include Change Orders

Enrolled Contractors must submit a Form 3 – Supplemental Insurance Information Form for any scope of work change orders to their contract for \$20,000 or greater.

Completing Online Form

1. Go to <http://www.dekalbwatertreatmentplantocip.com>
2. Sign into user account.
3. Select the applicable project number from the drop down box under Active Enrollments.
4. Select Form 3.
5. Provide additional contract value, scope of work, start/end dates, estimated man-hours and new General Liability and Excess/Umbrella Liability codes, rates, etc.
6. Enter your name in the “Form Completed By” field, insert phone number, Submit.
7. Acceptance is subject to General Contractor’s approval.

ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS(*CONTINUED*)

Step 3 – Completion of Work

Form 6 – Notice of Completion

Each Enrolled Contractor will submit a Form 6 - Notice of Completion, once the Enrolled Contractor has completed all of its work (including punch-list items).

1. To submit an online Form 6 – Notice of Completion Form, go to <http://www.dekalbwatertreatmentplantocip.com>
2. Sign into user account.
3. Select the applicable project number from the drop down box under Active Enrollments.
4. Select Form 6.
5. Insert date of completion.
6. Provide names of subcontractors completing work on the same date.
7. Update company information if necessary.
8. Enter your name in the “Form Completed By” field, insert your phone number, Submit.
9. Acceptance is subject to General Contractor’s approval.

Upon receipt and approval of the Form 6 – Notice of Completion:

The Wrap-Up Administrator shall:

Compute bid deduct reconciliation and forward Enrolled Contractor’s bid deduct reconciliations to the General Contractor and forward (Name of General Contractor)’s bid deduct reconciliation to the Owner. Once the final insurance deductions have been approved by the Wrap-Up Administrator, the General Contractor and Owner, no further adjustments, revisions or corrections to the insurance deductions will be allowed.

The Owner (for (Name of General Contractor)) or the General Contractor (for all Subcontractors) shall:

Close out the General Contractor’s Contract. The General Contractor closes out the Subcontractor’s Contract.

ENROLLING IN THE WRAP-UP – FORMS SECTION

Form 1 – OCIP Enrollment Request Form Part I



Dekalb County Water Treatment Plant OCIP
Attention: Arielle Walton, Ocip Administrator/ awalton@rrmgt.com
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 1 - REGISTRATION FORM (PART 1)

NOTE: The Primary Contractor must Complete the Dekalb County OCIP Form 1 for EACH subcontractor on the project , as well as for the Primary.

* Fields marked with asterisk are REQUIRED for submission of this form.

| FORM 1.1: COMPANY CONTACT INFORMATION | | | | |
|---------------------------------------|---|----------------------|----------------------|----------------------|
| Project ID* | Project Name* | | | |
| <input type="text"/> | <input type="text"/> | | | |
| Name of Firm* | FEIN* <input type="text"/> | | | |
| <input type="text"/> | <input type="text"/> | | | |
| Address* | City, State, Zip* | | | |
| <input type="text"/> | <input type="text"/> | | | |
| Phone Number | Contractor is * | | | |
| <input type="text"/> | Incorporated <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Joint Venture <input type="checkbox"/> | | | |
| Web Address | Ownership | | | |
| <input type="text"/> | African-American <input type="checkbox"/> Hispanic <input type="checkbox"/> Female <input type="checkbox"/> Disadvantaged <input type="checkbox"/> | | | |
| Office Contact Name* | Phone* | Ext* | Fax* | E-Mail* |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Safety Contact Name | Phone | Ext | Fax | E-Mail |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Site Contact | Phone | Ext | Fax | E-Mail |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Payroll Contact | Phone | Ext | Fax | E-Mail |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

ENROLLING IN THE WRAP-UP – FORMS SECTION

Form 1 – OCIP Enrollment Request Form Part I (Cont.)

FORM 1.2: CONTRACT INFORMATION

| | | | |
|--------------------------|----------------------|-------------------------------|----------------------|
| Type of Work* | <input type="text"/> | Est. Completion (mm/dd/yyyy)* | <input type="text"/> |
| Start Date (mm/dd/yyyy)* | <input type="text"/> | Est. # of Subs | <input type="text"/> |
| Contract Value* | <input type="text"/> | Primary Contractor | <input type="text"/> |
| Awarding Contractor* | <input type="text"/> | | |

FORM 1.3: CONFIRMATION

| | | | |
|---|----------------------|------------------|----------------------|
| Form 1 completed by (Print or type the name of person completing form)* | <input type="text"/> | Date Completed * | <input type="text"/> |
| Title | <input type="text"/> | Phone* | <input type="text"/> |

I certify that I am the above described person, and that i am legally authorized and eligible to submit the information contained in this form on behalf of the above described contractor in relation to the work performed within the scope of the Dekalb County OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature*

ENROLLING IN THE WRAP-UP – FORMS SECTION

Form 2 – OCIP Enrollment Request Form Part II



Dekalb County Water Treatment Plant OCIP
Attention: Arielle Walton, Ocip Administrator/ awalton@rrmgt.com
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 2 - REGISTRATION FORM (PART 2)

NOTE: Required insurance coverages and limits are shown in the contractor instruction materials. Information disclosed on this form is subject to audit and adjustment throughout the term of the project. After completing this form, fax your policy declaration pages and schedule rate sheets to (404) 591-3515.

NO certificates or policies will be provided under the OCIP until this form and all related documents are received.

* Fields marked with asterisk are REQUIRED for submission of this form.

FORM 2.1: INSURANCE PROVIDER INFORMATION

| | |
|----------------------|----------------------|
| Project | Project Name |
| <input type="text"/> | <input type="text"/> |
| Contractor | FEIN |
| <input type="text"/> | <input type="text"/> |

CURRENT INSURANCE INFORMATION

Required insurance coverages and limits are shown in the Bid Brochure, Paragraph "A". Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

| | | | |
|------------------------------------|--------------------------|----------------------|----------------------|
| Insurance Broker or Agent Company* | Insurance Broker Address | | |
| <input type="text"/> | <input type="text"/> | | |
| Insurance Contact | Phone* | Fax | Email |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

FORM 2.2: GENERAL LIABILITY INFORMATION

| | | |
|------------------------------|--|----------------------|
| Current GL Insurance Company | Policy Period (mm/dd/yyyy)* | GL Policy Number* |
| <input type="text"/> | <input type="text"/> to <input type="text"/> | <input type="text"/> |

ENROLLING IN THE WRAP-UP – FORMS SECTION

Form 2 – OCIP Enrollment Request Form Part II (Cont.)

FORM 2.2: GENERAL LIABILITY INFORMATION (cont.)

| GL Code* | Rate* | Est. Payroll/ Receipts* | Premium* |
|----------------------|----------------------|-------------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Subtotal*

It is extremely important to accurately estimate payrolls anticipated for this project if GL premiums are based on payroll and to accurately estimate receipts if GL premiums are based on receipts..

Premium Discount:

After submitting this form, email a copy of your declaration page and schedule rate sheet to dcwtpocipadmin@rrmgt.com: no enrollment will be processed until they are received.

al GL Premium*

Estimated Subcontractor Premiums (Submit cost identification sheet for each subcontractor or calculate 3% of subcontractor value for each subcontractor's estimated insurance cost) *

FORM 2.3: UMBRELLA / EXCESS COVERAGE

| | | | | |
|-------------------------|--|--|-------------------------------|---------------------------|
| Umbrella/Excess Insurer | Coverage Limit | Policy Period (mm/dd/yyyy) | Umbrella/Excess Policy Number | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> to <input type="text"/> | <input type="text"/> | |
| | Rate | | Est. Payroll/Receipts | Umbrella/Excess Premium |
| | <input type="text"/> | | <input type="text"/> | <input type="text"/> |
| | Profit & Overhead Percentage Used in Bid | | GL+Umbrella/Excess Premium | Profit & Overhead Premium |
| Profit & Overhead | <input type="text"/> % | | <input type="text"/> | <input type="text"/> |

This amount must equal the insurance credit indicated on your bid proposal. "Grand Total Premiums" represents the amount of insurance premiums the contractor has excluded from the bid amount since the Owner is furnishing the construction insurance.

Grand Total Premiums

ENROLLING IN THE WRAP-UP – FORMS SECTION

Form 2 – OCIP Enrollment Request Form Part II (Cont.)

FORM 2.4: AUTO INSURANCE INFORMATION

| | | | | |
|--|--|----------------------|----------------------|---------------------------|
| Current Auto Liability Insurance Company | Policy Period (mm/dd/yyyy to mm/dd/yyyy) | Auto Policy Number* | | |
| <input type="text"/> | <input type="text"/> to <input type="text"/> | <input type="text"/> | | |
| Liability Coverage Limit | # Vehicles Covered | # Vehicles On Site | # Mobile Equipment | Total Auto Annual Premium |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

FORM 2.5: CONFIRMATION

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

Dekalb County as sponsor of the OCIP, or their Agent is granted permission by the Contractor to inspect the insurance and receipt records used in determining the above credit. At completion of the work, Dekalb County's Agent shall audit the project receipt records of the Contractor and adjust contract amount for the 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 Dekalb County. This assignment is valid for insurance policies whose premiums have been paid by Dekalb County on behalf of such Contractor. Email all supporting information to dcwtpocipadmin@rrmgt.com as soon as you have submitted this form. No certificates or policies can be provided until this form and related documents are received.

| | |
|--|----------------------|
| Signed (Name of person completing form)* | Date Completed |
| <input type="text"/> | <input type="text"/> |
| Title | Phone* |
| <input type="text"/> | <input type="text"/> |

I understand that this web-based form constitutes a legal document. I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in the form on behalf of the above described contractor in relation to work to be performed within the scope of the Dekalb County OCIP program. I affirm that all information in this document is true and complete to the best of my knowledge.

Signature

ENROLLING IN THE WRAP-UP – FORMS SECTION

| |
|--|
| Basis of Insurance Cost Calculation – Coverage and Limits |
|--|

1. Commercial General Liability –

- \$ 1,000,000 Each Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate*
- \$ 1,000,000 Personal Injury and Advertising Liability
- \$ 100,000 Damages to Rented Premises

*Including term up to 5 years after substantial completion

2. Excess/Umbrella Liability

The General Contractor: \$5,000,000 Each Occurrence/Aggregate

Subcontractors: \$1,000,000 Occurrence/Aggregate

ENROLLING IN THE WRAP-UP – FORMS SECTION



Dekalb County Water Treatment Plant OCIP

Attention: Arielle Walton, Ocip Administrator/ awalton@rrmgt.com
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 3 - CHANGE ORDER FORM

| | | | |
|----------------------|---|--------------------------|-----------------------------------|
| Contractor: | | FEIN: | |
| <input type="text"/> | | <input type="text"/> | |
| Address: | | City, State, Zip | |
| <input type="text"/> | | <input type="text"/> | |
| Office Contact Name: | Phone & Ext.: | Office Contact E-Mail: | Fax: |
| <input type="text"/> | <input type="text"/> <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Project ID: | Contract Value: | Type of Work: | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | |
| Awarding Contractor: | Prime Contractor: | Start Date (mm/dd/yyyy): | Est Completion Date (mm/dd/yyyy): |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

For work to be performed under this Contract/Change Order: Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

| <i>WC Code*</i> | <i>Rate*</i> | <i>Est. Payroll*</i> | <i>Premium*</i> |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

ENROLLING IN THE WRAP-UP – FORMS SECTION

Form 3 – Supplemental Insurance Information

| | |
|----------------------|----------------------|
| Name (Print or Type) | Phone |
| <input type="text"/> | <input type="text"/> |
| Title | Date Completed |
| <input type="text"/> | <input type="text"/> |

I certify that I am the above described person, and that i am legally authorized and eligible to submit the information contained in this form on behalf of the above described contractor in relation to the work performed within the scope of the Dekalb County OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature

Form 6 – Notice of Completion



DeKalb County Water Treatment Plant OCIP
Attention: Arielle Walton, Ocip Administrator/ awalton@rrmgt.com

1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 6 - COMPLETION OF WORK FORM

Contractor: FEIN:

Please be advised, we are scheduled to complete our work for

Awarding Contractor: Prime Contractor:

Project ID: Completion Date:

Project Name:

We used the following subcontractors, who will also complete their work on the date shown above

| |
|----------------------|
| |
|----------------------|

- This is our only job at DeKalb County**
- We are still working on the following jobs at DeKalb County**

| Awarding Contractor | Job Name and Description | Prime Contractor |
|----------------------|--------------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information

Name:

Phone: Fax:

Email:

Address:

City: State: Zip:

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Form 6 – Notice of Completion (Cont.)

| | | |
|--|----------------------|----------------------|
| Form Completed by (printed or typed name): | | Phone: |
| <input type="text"/> | | <input type="text"/> |
| Title: | Date: | |
| <input type="text"/> | <input type="text"/> | |
| <input type="text"/> | | |
| Signature | | |

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EXHIBIT 3



DeKalb County Watershed Management Training & Badging Procedures

DeKalb County Watershed Management (DWM) Contractor Badging Procedures

In an effort to promote safety and security, all individuals working on any DeKalb County Department of Watershed Management –construction projects site must wear a County issued ID badge. The ID badging program plays a key role in Watershed Management’s safety and security efforts on construction sites. The ID badge will provide proof of authorization to be on the construction site, and aid DWM staff in affirming the employee has received safety training before commencing work. Although a contractor may only be required to visit our sites/property on an infrequent basis, badging is still a requirement. This standard applies to all contractors and subcontractors working on (DWM) projects, and individuals must have their assigned badge on their person at all times. Personnel without a current badge will not be allowed to continue to work. All workers must obtain and display an identification badge issued by the County’s Safety Representative **before** reporting to work on any (DWM) construction project. All contractors and subcontractors vendors or their transient onsite visitors, which are not fulltime employees of the site, shall be escorted while onsite as a visitor by a Department of Watershed Management badged contractor.

Prior to Badging:

- All contractor and subcontractor employees are required to attend safety training before receiving a badge,
- The **contractor is responsible** for conduction and/or arrangement of their employees training,
- Prior safety training will qualify-provided the training was received within 12 months prior to the start of work on the (DWM) construction project(s),
- Whereas, the OSHA 10 hour and 30 hour training does not expire, actual date of training must be less than 12 months prior to the start of work on the (DWM) construction project(s) to qualify as “current,”
- Suggested safety topics are included on page 3,
- Employees should have adequate knowledge of all company safety rules and applicable OSHA standards,
- **Contractor’s training should include general construction safety and the specific safety concerns/hazards employees may encounter at the Watershed Management construction site,**

- Personal instruction, safety videos, and on-line training are permissible,
- Upon completion, employees should have a basic knowledge of safety, know the company's views about safety, know safety concerns specific to Watershed Management's construction projects and know what PPE to use on the jobsite.
- PPE shall be supplied by the contractor,
- **Before training commences, the contractor must provide the DMW' Safety Division Representative their safety training outline.**
- **A copy of each employee's training certificate(s) or training certification signed by a company management representative.**

Badging:

- Once the contractor's employees have completed their training requirements, they must provide training documentation to the DWM's Safety Division representative,
- Training rosters / sign-in sheets must include course name, the participating students' printed name, attendees signed name, printed name of instructor, instructor's signature and date of training,
- Contractor's proof of training documentation must outline the topics covered in training/training objectives,
- E-mail to:
Daniel Neuman - daneuman@dekalbcountyga.gov
Anthony Franco - alfranco@dekalbcountyga.gov
Julian Reasonover – jareasonover@dekalbcountyga.gov
- After receipt of the sign-in sheet, the safety representative will register the employee in the badging system, then, the employee is eligible to receive the badge,
- All contractor and subcontractor employees are required to provide proper form photo identification prior to receiving a Dekalb County Watershed Management badge.
Acceptable forms of photo identification are as follows:
 - * ID cards issued by federal, state, local governmental agencies
 - *TWIC (Transportation Worker Identification Credential)
 - * Any I-9 Acceptable Documents(with accompanying photo)
 - * Driver License or Identification card issued by a state motor vehicle department with a photo that clearly identifies the individual.
- Field verification will be done randomly by the DWM Safety staff to ensure employees were trained and following County, OSHA & State regulations.
- Only those employees registered in the badging system are eligible to receive a badge,
- Badging will take place at the DeKalb County Watershed Management, Safety Division, 1641 Roadhaven Drive, Stone Mtn., 30083.

Badging hours are Tuesdays and Thursday from 9:00am to 12:00pm.

Badges are valid until the expiration date shown on the badge. If a worker changes companies or projects, the badge must be surrendered and a new badge will be issued if needed. If applicable, the new employer will provide the employee certification that the safety training is completed. After verification by the safety representative, the badging database will be updated and a new badge issued.

Lost-Badge Replacement – Contractor must notify DMW’ Safety Division immediately, if a badge is lost, stolen or an employee is no longer employee with the contractor

Safety Topics Suggestions:

Company Safety Policy/Rules (including Accident Reporting Policy)

Basic Safety

Personal Protective Equipment requirements & proper use

Fall Protection

Back/Lifting Safety

Trenching & Excavation

Traffic Control/Traffic Safety (Flagging)

Aerial Lifts

Ladder Safety

Housekeeping

Confined Space & Confined Space Rescue

Hazardous Materials

Globally Harmonized Hazard Communication Standard (GHS)

Hand & Power tools

Scaffolding

Crane safety

Other relevant OSHA standards

Additional Training Requirements – Additional training requirements maybe requested if there is a change in the contractor’s scope of work or responsibilities.