

DeKalb County Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

September 30, 2019

INVITATION TO BID (ITB) NO. 19-101144

FOR

STORMWATER PIPE REPAIR USING CHEMICAL LINERS (MULTIYEAR CONTRACT)

DEKALB COUNTY, GEORGIA

Senior Procurement Agent: Randy Webb Phone: 404-371-2019

Email: rwebb@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: October 2, 2019; October 9, 2019

(Bidders must attend 1 meeting on either 4572 Memorial Drive, Decatur, Georgia 30032

of the dates listed.)

Main Conference Room - A

(Meetings are held at 10:00 a.m. and 2:00 p.m.)

Video Conference: Utilize the link supplied on our webpage

labeled "DeKalb First LSBE Video Meeting"

Pre-Bid Conference and Site Visit: N/A

Deadline for Submission of Questions: 5:00 P.M. ET, October 21, 2019
Bid Opening: 3:00 P.M. ET, October 31, 2019
Price Schedule Opening: 3 – 5 Business days after Bid Openi

Price Schedule Opening: 3-5 Business days after Bid Opening

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

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ACKNOWLEDGEMENT OF BIDDER

I	have had the opportunity to review a	nd have reviewed
this Bid Document Package dated	have had the opportunity to review a, 20 in its entirety and I agree	that it is accurate
and complete. I	am duly and properly in offic	e and I am fully
authorized and empowered to	xecute this Acknowledgement for and o	on behalf of the
Contractor.		
	7.4.1.\	
By:(S	EAL)	
Signature		
Name (Typed or Printed)		
(-yr		
Title		
Name of Business		
Federal Tax I.D. Number		
1 cdcrar Tax 1.D. Tvumber		
ATTEST:		
Signature		
Nama (Typad or Printed)		
Name (Typed or Printed)		

Title

Invitation No. 19-101144

ADVERTISEMENT FOR BIDS

DEKALB COUNTY, GEORGIA

INVITATION NUMBER 19-101144

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 31st day of

October, 2019, 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 19-

101144 for Stormwater Pipe Repair Using Chemical Liners (Multiyear Contract) ("the Project"). Bid Price Form

shall be opened and read aloud 3 to 5 business days after Bid Opening.

SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID

DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE BID PRICE

FORM) STAMPED "ORIGINAL" AND TWO SEALED IDENTICAL COPIES STAMPED "COPY" OF

THE BID PACKAGE TO THE ADDRESS LISTED ABOVE.

Contract Documents, Drawings, and Specifications for this Work are on file and open for inspection in the

Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur,

Georgia 30030. A complete set of documents may also be obtained from the County web site at

https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps.

QUESTIONS

Questions must be submitted to the Department of Purchasing and Contracting in writing via email to

rwebb@dekalbcountyga.gov. Questions and requests for information or clarification concerning the

specifications in this ITB must be submitted to the above listed contact person via email no later than the date

and time listed in the bid timetable. Questions and requests for interpretation received after the above stated

time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

No Bid may be revoked or withdrawn until one hundred twenty (120) days after the time set for opening the

Bids.

DEKALB CO. PURCHASING & CONTRACTING STANDARD FORM NUMBER 7

Revised 01/02/2019 P&C

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

This 30th day of September, 2019.

DEKALB COUNTY, GEORGIA

By: _	
•	Randy Webb
	Senior Procurement Agent
	Department of Purchasing and Contracting

INSTRUCTIONS TO BIDDERS

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 31st day of October, 2019, for ITB 19-101144 for Stormwater Pipe Repair Using Chemical Liners (Multiyear Contract) according to the Specifications of the same title on file in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030. Bid Price Forms shall be opened and read aloud 3 to 5 business days after Bid Opening Date. Sealed Bids shall be submitted on the form furnished by the County and shall be submitted in **triplicate**, designated as original or copy. **SUBMIT ONE ORIGINAL BID PACKAGE** (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE BID PRICE FORM) STAMPED "ORIGINAL" AND TWO SEALED IDENTICAL COPIES STAMPED "COPY" OF THE BID PACKAGE TO THE ADDRESS LISTED ABOVE.

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.

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 date and hour of opening, and the Invitation to Bid Number and Project Name.

FAILURE TO SUBMIT THE BID PRICE FORM IN A SEPARATE SEALED ENEVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.

It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

PRICE SCHEDULE OPENING

Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

BUSINESS LICENSE

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. If the Bidder is a Georgia corporation, Bidder shall 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 shall 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 shall 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 with its Bid. 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 Unit Price Form. 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 will result in the proposed Bid being deemed non-responsive.

QUESTIONS, ADDENDA AND INTERPRETATION

Questions must be submitted to the Department of Purchasing and Contracting in writing via email to rwebb@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests for interpretation received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda. Responses to questions shall be given in written addendum, separately numbered and dated, and published on the County website in sufficient time for interested parties to review. No responses to requests, answers to specification questions, or additional information shall be supplied after 5:00 P.M. ET, October 21, 2019.

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. Bidder may call Randy Webb at 404-371-2019 or send an email to rwebb@dekalbcountyga.gov to verify the number of addenda prior to submission. All addenda issued for this Project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

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 an official bank check payable to DeKalb County, or a Bid Bond in 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" (Excellent) with a Financial Size Category of XII 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.

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, 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

RIGHTS RESERVED

The County reserves the right to reject any or all Bids, to waive informalities, and to readvertise. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible. 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 three (3) years, and shall demonstrate the financial ability to perform the required Work. Bidder may be required to submit evidence setting forth qualifications which entitle him to consideration as a responsible Bidder. A list of work of similar character successfully completed within the last three (3) 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 to the Bidder 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 will be cause for rejection as non-responsive. No Bid may be revoked or withdrawn until one hundred twenty (120) days after the time set for opening the Bids.

AWARD OF CONTRACT

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 on pages 48 through 102, 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" (Excellent) with a Financial Size Category of XII 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.

FAILURE TO EXECUTE CONTRACT

The County shall have one hundred twenty (120) 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 on pages 48 through 102 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 1096 days 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 <u>eight hundred</u> Dollars (\$800.00) 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 rightsof-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 DeKalb County Public Works – Roads & Drainage Division. 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 belowground utilities and structures which may be affected by the Work using whatever means may be appropriate.

DEKALB FIRST ORDINANCE

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at https://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting.

It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program.

For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at <u>pcadmin-ops@dekalbcountyga.gov</u> or (404) 371-7051.

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 44 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. You may wish to consult an attorney or obtain legal advice prior to making a submission.

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 and New Employee Tracking Form included on pages 27 through 30, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

ETHICS RULES

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and 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, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance

Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

COOPERATIVE PROCUREMENT

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the governmental entity. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

RIGHTS RESERVED - AWARDS

The County reserves the right to make one (1) award or multiple awards.

STANDARD COUNTY CONTRACT

The attached sample contract is the County's standard contract document, which specifically outlines the contractual responsibilities. All bidders should thoroughly review the document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bidder's bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

BIDDER'S UNIT PRICE FORM

NEW-BID PRICE FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined ITB No. 19-101144, [Stormwater Pipe Repair Using Chemical Liners (Multiyear Contract)], 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.

BIDDER'S UNIT PRICE FORM

ITEM NO.	ESTIMATED NUMBER OF UNITS	UNIT	COMMODITIES OR SERVICES	UNIT PRICE	AMOUNT
1.	600	LF	18" STORM SEWER RELINING WITH MINIMUM 12.0 mm LINER THICKNESS AT 0-15' DEPTH.	<u>.</u>	<u>.</u>
2.	100	LF	18" STORM SEWER RELINING WITH MINIMUM 13.5 mm LINER THICKNESS AT MORE THAN 15' DEPTH.	<u>.</u>	<u>.</u>
3.	200	LF	21" STORM SEWER RELINING WITH MINIMUM 13.5 mm LINER THICKNESS AT 0 – 15' DEPTH.	<u>.</u>	<u>.</u>
4.	50	LF	21" STORM SEWER RELINING WITH MINIMUM 15.0 mm LINER THICKNESS AT MORE THAN 15' DEPTH.	<u>.</u>	<u>.</u>
5.	500	LF	24" STORM SEWER RELINING WITH MINIMUM 15.0 mm LINER THICKNESS AT 0 – 15" DEPTH.	<u>.</u>	<u>.</u>
6.	50	LF	24" STORM SEWER RELINING WITH MINIMUM 16.5 mm LINER THICKNESS AT MORE THAN 15' DEPTH.	<u>.</u>	<u>.</u>
7.	100	LF	30" STORM SEWER RELINING WITH MINIMUM 18.0 mm LINER THICKNESS AT 0 – 15' DEPTH.	<u>.</u>	<u>.</u>
8.	60	LF	30" STORM SEWER RELINING WITH MINIMUM 21.0 mm LINER THICKNESS AT MORE THAN 15' DEPTH.	<u>.</u>	<u>.</u>
9.	200	LF	36" STORM SEWER RELINING WITH MINIMUM 21.0 mm LINER THICKNESS AT 0 -15' DEPTH.	<u>.</u>	<u>.</u>

ITEM NO.	ESTIMATED NUMBER OF UNITS	UNIT	COMMODITIES OR SERVICES	UNIT PRICE	AMOUNT
10.	100	LF	36" STORM SEWER RELINING WITH MINIMUM 24.0 mm LINER THICKNESS AT MORE THAN 15' DEPTH.		<u>.</u>
11.	250	LF	42" STORM SEWER RELINING WITH MINIMUM 24.5 mm LINER THICKNESS AT 0 – 15' DEPTH.	<u>.</u>	
12.	100	LF	42" STORM SEWER RELINING WITH MINIMUM 28.5 mm LINER THICKNESS AT MORE THAN 15' DEPTH.	<u>.</u>	
13.	200	LF	48" STORM SEWER RELINING WITH MINIMUM 28.5 mm LINER THICKNESS AT 0 -15' DEPTH.		
14.	50	LF	48" STORM SEWER RELINING WITH MINIMUM 33.0 mm LINER THICKNESS AT MORE THAN 15' DEPTH.		
15.	100	LF	54" STORM SEWER RELINING WITH MINIMUM 32.0 mm LINER THICKNESS AT 0-15' DEPTH.		
16.	50	LF	54" STORM SEWER RELINING WITH MINIMUM 37.5 mm LINER THICKNESS AT MORE THAN 15' DEPTH.		
17.	100	LF	60" STORM SEWER RELINING WITH MINIMUM 35.5 mm LINER THICKNESS AT 0 -15' DEPTH.		
18.	50	LF	60" STORM SEWER RELINING WITH MINIMUM 41.5 mm LINER THICKNESS AT MORE THAN 15' DEPTH.	<u>.</u>	<u>.</u>
19.	800	LF	PRE & POST CCTV SURVEY 18" AND SMALLER DIAMETER PIPE.	<u>.</u>	

ITEM NO.	ESTIMATED NUMBER OF UNITS	UNIT	COMMODITIES OR SERVICES	UNIT PRICE	AMOUNT
20.	1,300	LF	PRE & POST CCTV SURVEY 21" TO 36" DIAMETER PIPE.	<u>.</u>	<u>.</u>
21.	400	LF	PRE & POST CCTV SURVEY 42" DIAMETER PIPE.	<u>.</u>	<u> </u>
22.	400	LF	PRE & POST CCTV SURVEY 48" DIAMETER PIPE.	<u>.</u>	<u> </u>
23.	300	LF	PRE & POST CTV SURVEY 54" DIAMETER PIPE.	<u>·</u>	<u> </u>
24.	300	LF	PRE & POST CCTV SURVEY 60" DIAMETER PIPE.	<u>·</u>	<u> </u>
25.	800	LF	CLEANING 18" AND SMALLER DIAMETER PIPE.	.	<u> </u>
26.	1,300	LF	CLEANING 21" TO 36" DIAMETER PIPE.	<u>.</u>	<u>.</u>
27.	400	LF	CLEANING 42" DIAMETER PIPE.	<u>.</u>	<u>.</u>
28.	400	LF	CLEANING 48" DIAMETER PIPE.	<u>.</u>	<u>.</u>
29.	300	LF	CLEANING 54" DIAMETER PIPE.	<u>.</u>	<u>.</u>
30.	300	LF	CLEANING 60" DIAMETER PIPE.	<u>.</u>	<u></u>
31.	800	LF	BYPASS PUMPING ON 18" AND SMALLER DIAMETER PIPE.	<u></u>	<u>.</u>
32.	1,300	LF	BYPASS PUMPING ON 21" TO 36" DIAMETER PIPE.	<u>.</u>	<u>.</u>
33.	400	LF	BYPASS PUMPING ON 42" DIAMETER PIPE.	<u>.</u>	<u>.</u>
34.	400	LF	BYPASS PUMPING ON 48" DIAMETER PIPE.	<u>.</u>	
35.	300	LF	BYPASS PUMPING ON 54" DIAMETER PIPE	<u>.</u>	<u> </u>

ITEM NO.	ESTIMATED NUMBER OF UNITS	UNIT	COMMODITIES OR SERVICES	UNIT PRICE	AMOUNT
36.	300	LF	BYPASS PUMPING ON 60" AND LARGER DIAMETER PIPE.	.	<u>.</u>
37.	25	EA	CUT PROTRUDING SERVICE LINE.	<u>.</u>	<u>.</u>
38.	50	EA	CLEAN MANHOLE.	<u>.</u>	<u>.</u>
39.	20	EA	LOCATING AND EXPOSING BURIED MANHOLES.	.	<u>.</u>
40.	20	LS	ALLOWANCE FOR LANDSCAPING / SITE RESTORATION PER SITE.	<u>.</u>	<u> </u>
41.	10	LS	ALLOWANCE FOR TESTING LABORATORY SERVICES PER SITE.	<u>.</u>	<u>.</u>
42.	10	EA	RE-ESTABLISH LATERAL CONNECTION (18" – 60" DIAMETER)	<u>.</u>	<u>.</u>
43.	200	LF	PIPE CLEANING (GENERAL) 18"-30" DIAMETER.	<u> </u>	
44.	200	LF	PIPE CLEANING HEAVY CLEANING 18"-30" DIAMETER.	<u>.</u>	<u>.</u>
45.	200	LF	PIPE CLEANING (GENERAL) 36" – 48" DIAMETER.	<u>.</u>	<u>.</u>
46.	100	LF	PIPE CLEANING HEAVY CLEANING 36" - 48" DIAMETER PER SITE.	<u>.</u>	
47.	75	LF	PIPE CLEANING (GENERAL) 54"-60" DIAMETER PER SITE.	<u>.</u>	<u> </u>

ITEM NO.	ESTIMATED NUMBER OF UNITS	UNIT	COMMODITIES OR SERVICES	UNIT PRICE	AMOUNT
48.	50	LF	PIPE CLEANING HEAVY CLEANING 54"-60" DIAMETER.	<u>.</u>	<u>.</u>
49.	5	LS	ADDITIONAL COST FOR TRAFFIC CONTROL (MAJOR STREETS).	<u>.</u>	
50.	10	LS	MATERIAL DISPOSAL EACH SITE.	<u>.</u>	
51.	50	CY	FLOWABLE FILL		

TOTAL BID:

	\$	
(State in words on the line above)	(In figures)	_

NOTES FOR SUPPLIERS:

NOTE 1: Key for Unit Abbreviations

CY= cubic yard EA = each LF = linear foot LS = lump sum

NOTE 2: County insurance requirements are frequently "non-standard" and special attention is necessary; see pages <u>56 through 60</u>.

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 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 one hundred twenty (120) 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 (or an official b	pank check), in the amount of ten percent (10%)
of the Bid.	

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 (or an official bank check) 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 subcontracted	ors 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	narties
•	parties
interested in the foregoing Bid as principals are as follows:	
Bidder declares further that it is □ / is not □ a DeKalb County Firm.	

Invitation No. <u>19-101144</u>

Signed, sealed, and dated this	day of	, 20
By:Signature	(SEAL)	
Print Name of Signer		
Title of Signer		
Name of Business Entity Submitt	ing Bid	
Bidder's Street Address		
Bidder's City, State and Zip Code	e	
Bidder's Phone Number		
Bidder's Fax Number		
Bidder's E-Mail Address		

End of BIDDER'S UNIT PRICE FORM.

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 10% of the Principal's Bid 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 <u>Stormwater Pipe Repair Using Chemical Liners (Multiyear Contract)</u>.

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 one hundred twenty (120) 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 Su	arety have caused these presents to be duly
signed and sealed this day of	, 20
PRINCIPAL	
By:(SEAL) Signature of Principal	
Signature of Timelpar	
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:	



FIRST SOURCE JOBS ORDINANCE INFORMATION (WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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 relate	ed to this contract?
2.	How many incumbents/existing employees will retain DeKalb Residents: Non-DeKalb Residents:	
3.	How many work hours per week constitutes Full Time	employment?
	Please return this form to WorkSource DeKalb, (4 malee@dekalbcountyga.gov, vlnicksion@dekalbco	04)687-3900 or email to fkadkins@dekalbcountyga.gov, untyga.gov, or jmjones@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

Name of Bidder_____

$\frac{\textbf{FIRST SOURCE JOBS ORDINANCE INFORMATION}}{\textbf{EXHIBIT 2}}$

NEW EMPLOYEE TRACKING FORM

Address		
E-Mail		
Phone Number		
Fax Number		
Do you anticipate hiring from the First Source Ca		(Circle one)
If so, the approximate number of employees you anti-	cipate 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

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

FIRST SOURCE JOBS ORDINANC <u>EXHIBIT 3</u>	E INFORMATION								
BUSINESS SERVICE REQUEST FORM									
Please note: We need one form completed for each position that you have available.									
DATE: FEDERAL TAX ID:									
COMPANY NAME: WEBSITE:									
ADDRESS:	:								
(WORKSITE ADDRESS II	F DIFFERENT):								
CONTACT NA	ME:								
CONTACT PHONE:	CONTACT FAX:								
CONTACT E-MAIL	ADDRESS:								
Are you a private employment agency or sta	affing agency? YES NO								
JOB DESCRIPTION: (PLEASE INCLUDE A	A COPY OF JOB DESCRIPTION)								
POSITION TIT	TLE:								
NUMBER OF POSITIONS AVAILABLE:	_ TARGET START DATE:								
WEEKLY WORK HOURS: 20-30 hours □	30-40 hours Other								
SPECIFIC WORK SO	CHEDULE:								
SALARY RATE(OR	RANGE):								
PERM TEMP TEMP-TO-	PERM SEASONAL								
PUBLIC TRANSPORTATION ACCESSIBI	LITY YES \(\square\) NO \(\square\)								
IF SCREENINGS ARE REQUIRED, SI □CREDIT □DRUG □MVR □BACKGROUND									
Please return form to: Business Solu 774 Jordan Lane Bldg Decatur, Ga. 30033 Phone: (404) 687-340 FirstSourceJobs@dekalbcou	. #4 3 00								

$\frac{\textbf{FIRST SOURCE JOBS ORDINANCE INFORMATION}}{\textbf{EXHIBIT 4}}$

EMPLOYMENT ROSTER DeKalb County

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 Project	Full or Part Time? (No. of Hours)	Georgia County of Residency		

CONTRACTOR REFERENCE AND RELEASE FORM

The vendor shall provide at least three (3) references of separate projects similar in size and complexity to this Project that have been successfully performed by the vendor's firm within the past three (3) years. List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/service(s) listed in the solicitation.

and ability to perform the type(s) of product(s)/servic	e(s) fisted in the	soncitatio	n.				
Company Name	Contract Period						
Contact Person Name and Title	Telephone Number (include area code						
Complete Primary Address	City	State	Zip Code				
Email Address	Fax Number	(include a	rea code)				
Project Name and Description							
Company Name	Contract Per	iod					
Contact Person Name and Title	Telephone N	lumber (in	nclude area code)				
Complete Primary Address	City	State	Zip Code				
Email Address	Fax Number (include area code)						
Project Name and Description							
Company Name	Contract Per	iod					
Contact Person Name and Title	Telephone N	lumber (in	aclude area code)				
Complete Primary Address	City	State	Zip Code				
Email Address	Fax Number (include area code)						
Project Name and Description							
REFERENCE CHECK RE	LEASE STATE	EMENT					
You are authorized to contact the references pro	ovided above for	purposes o	f this ITB.				
Signed(Authorized Signature of Bidder)	Title						
Company Name	Γ) ate					

SUBCONTRACTOR REFERENCE AND RELEASE FORM

The vendor shall provide at least three (3) references of separate projects similar in size and complexity to this Project that have been successfully performed by the vendor's firm within the past three (3) years. List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/service(s) listed in the solicitation.

Community to perform the type(s) of produc	· / · · /		11.						
Company Name	Contract P	Contract Period							
Contact Person Name and Title	Telephone	Telephone Number (include area code)							
Complete Primary Address	City	State	Zip Code						
Email Address	Fax Numb	er (include a	rea code)						
Project Name and Description									
Company Name	Contract P	eriod							
Contact Person Name and Title	Telephone	Telephone Number (include area code							
Complete Primary Address	City	State	Zip Code						
Email Address	Fax Numb	Fax Number (include area code)							
Project Name and Description									
Company Name	Contract P	eriod							
Contact Person Name and Title	Telephone	Number (in	clude area code)						
Complete Primary Address	City	State	Zip Code						
Email Address	Fax Numb	Fax Number (include area code)							
Project Name and Description									
REFERENCE CH	ECK RELEASE STA	TEMENT							
You are authorized to contact the refe	erences provided above for	or purposes of	f this ITB.						
Signed(Authorized Signature of E	Title_								
	Bidder)								
Company Name		Date							

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

Percentage of LSBE Participation Required	
20% of Total Award	

Certification Designation	Request For Proposals
	(RFP)
LSBE Within DeKalb (LSBE-	Ten (10) Preference
DeKalb)	Points
LSBE Outside DeKalb (LSBE-	Five (5) Preference Points
MSA)	
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 <u>not</u> 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 percentage 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 s	pecified.	Bidders a	and Pro	posers a	are to	present	the	details	of L	SBE	partici	pation	belo	ow:

SOLICITATION NUMBER: 19-101144 TITLE OF UNIT OF WORK — Stormwater Pipe Repair Using Chemical Liners (Note Contract) 1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all the apply): LSBE-DeKalbLSBE-MSA 2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of your firm will carry out directly:								
 My firm, as the prime bidder/proposer on this unit of work, is a certified (check all the apply): LSBE-DeKalbLSBE-MSA If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of the control of the percentage of the control of the percentage of the control of the percentage of the percentag								
 apply): LSBE-DeKalb LSBE-MSA 2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of the company of the compan	<u> Iultiyear</u>							
	11 •							
	of that							
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the venture and level of work and percentage of participation to be provided by the LSBE-Do or MSA joint venture firm.								
4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be in of this contract, if awarded. No changes can be made in the subcontractors list without the prior written approval of the County. Please attach a signed letter of in all certified LSBEs describing the work, materials, equipment or services to be pand/or provided and the agreed upon percentage of work to be performed. A Letter form is attached hereto as "Exhibit B".	ted below tent from 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 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 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 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	
r	
Percentage of work 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 of the solicitation.
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 percentage of work.
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 shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Invitation No. <u>19-101144</u>

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 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. 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:		
 Complete the form in its entirety and Attach a copy of the LSBE's current 		
To:		
(Name of Prime Contractor Firm)		
From:(Name of Subcontractor Firm)	☐ LSBE –DeKalb ☐ (Check all	
ITB Number: <u>19-101144</u>		
Project Name: Stormwater Pipe Repair U	Jsing Chemical Liners (Multiyear Contract	<u>t)</u>
The undersigned subcontractor is prepare materials or services in connection with the materials, or services to be performed or p	he above project (specify in detail particu	
Description of Materials or Services	Project/Task Assignment	% of Contract Award
Prime Contractor	Sub-contractor	1
Signature:	_ Signature:	

Date: ______ Date: _____

Title:_____

CERTIFICATE OF CORPORATE BIDDER

(insert name of the (Corporate Secretary), certify that I am
d as Bidder herein, same b	eing organized and incorporated to do
ate of; that	(insert name
	nalf of the Bidder was, then and there,
ndividuals signing the Bid) and that said Bid was duly signed by
	to the authority of its governing body
r	
and addresses of the own follows:	ners of all outstanding stock of said
, 20	
Bv:	(Corporate Seal)
Secretary	
	d as Bidder herein, same be ate of; that o executed this Bid on behaliful duals signing the Bid aid corporation, pursuant ate powers. and addresses of the own follows:

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.		icipant in the joint venture having submitted the Invitation to remwater Pipe Repair Using Chemical Liners (Multiyear
3.	Venturer is organized and ir; and	ncorporated to do business under the laws of the State of
4.	(Multiyear Contract) was duly	-101144 for Stormwater Pipe Repair Using Chemical Liners vigned by said officer for and on behalf of said Venturer and authority of the governing body of each and within the scope
owner	rship interest in Venturer as of t	l addresses of the owners of all the outstanding stock or his date are as follows:
This _	day of	
		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 Numbe	r
Date of Authorization	
Name of Contractor	-
Name of Project	-
Name of Public Employer	-
I hereby declare under penalty of perjury that the forego	_
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:	

STATE OF GEORGIA COUNTY OF DEKALB

CONTRACTOR AFFIDAVIT AND OATH OF SUCCESSFUL BIDDER

	the undersigned officer, duly authorized to administer <i>name</i>), who, after being duly sworn, deposes as follows:
I,	et name), am a competent adult, and I have personal knowledge of which I make for any lawful use or purpose.
affirm that I have not prevented or endeavor means whatsoever, I swear I have not caused	name) swear or affirm that I have not prevented or attempted to g a proposal for this Project by any means whatsoever. I swear or red to prevent anyone from making a Bid for this Project by any d or induced any other person to withdraw a Bid for this Project. I G.A. §36-91-21(d) in any way, directly or indirectly.
I hereby declare under penalty of perjury tha	t 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:	

REQUIRED DOCUMENTS CHECKLIST

Bidder shall complete and submit the following documents with their bid:

Bid Page No.	Title	Check This Box If Included With Bid
3	Acknowledgement of Bidder*	
16-24	Bidder's Unit Price Form (in a separate, sealed envelope)*	
25-26	Bid Bond *	
27-30	First Source Jobs Ordinance Exhibits 1 and 2	
31	Contractor Reference and Release Form*	
32	Subcontractor Reference and Release Form (also applicable to LSBE vendors serving as subcontractors)**	
35-41	LSBE Exhibits A and B*	
44	Bidder's Affidavit of Compliance with O.C.G.A.13-10-91*	
45	Contractor Affidavit and Oath of Successful Bidder	
46	Required Documents Checklist	
-	Utility Systems Contractor's License *	
-	Business License	
-	Acknowledgements of all addenda issued to this ITB	
	e mandatory forms are not completed and submitted with the bid, the bidd non-responsive.	er may be
** These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted with the bid. Failure to submit these forms, if applicable, may result in the bidder's bid being deemed non-responsive.		
the undersi	gned, acknowledge that I have included the requested documents as listed above	e.
Printed Name Signature		

I,

APPENDIX 1 STANDARD FORM CONTRACT FOR CONSTRUCTION



DeKalb County Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

CONTRACT DOCUMENT FOR

INVITATION TO BID (ITB) NO. 19-101144

FOR

STORMWATER PIPE REPAIR USING CHEMICAL LINERS (MULTIYEAR CONTRACT)

DEKALB COUNTY, GEORGIA

Randy Webb, Senior Procurement Agent Phone: (404) 371-2019

Email: rwebb@dekalbcountyga.gov

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

DEKALB COUNTY STANDARD FORM NUMBER 7

STATE OF GEORGIA

COUNTY OF DEKALB

CONTRACT FOR CONSTRUCTION

	CONTRACT ON CONSTRUCTION
date")	CONTRACT, made as of thisday of, 20, (hereinafter called the "execution by and between, DEKALB COUNTY , a political subdivision of the State of Georgia nafter called the "County") and, a organized and 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, 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:
	(2) Work not included in this Contract (<i>if applicable</i>):
В.	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
A.	Contract Time. The Contractor shall commence the Work under this Contract within ter (10) days from the date on the Notice to Proceed. Contractor shall fully complete the Work within calendar 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

В.	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 ofDollars
	(\$) 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 a	uthorizing a change in the Work, and an adjustment in Contract Price to
	Contractor or the Cont	tract Term, as adopted and approved by the Contractor and the DeKalb
	County Governing Au	athority, or the Chief Executive Officer, if exempted from Governing
	Authority adoption an	d 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 A, the Contractor's Cost Proposal, 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.

In the First Calendar Year, and for any subsequent calendar year, the total obligation for each is the following, if otherwise earned pursuant to the terms and conditions of the Agreement:

First Calendar Year - \$	
Second Calendar Year - \$	
Third Calendar Year - \$	

The County and Contractor recognize that dependent on the Work assigned, completed, and approved by the County in the First Calendar Year or any subsequent calendar year, more or less money than the applicable obligation may be paid by the County to the Contractor; however, in no event shall the total amount paid by the County to the Contractor ever exceed the Contract Price of \$______.

- 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;
 - 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:
 - Insert User Department Address here.
 - Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info.

- 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, 2 nd 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 subsubcontractor(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 B.
- 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 C.
- E. Each Subcontractor agrees that in the event it employs or contracts with any subsubcontractor(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 D.

VI. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as Attachment E. 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

- 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 H. 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 VII 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	\$1,000,000	
Construction)		
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 H.

IX. ATTACHMENTS

A.	This Contract i	includes the	following	Attachmer	its all of w	vhich are i	incorporated	herein by
	reference:						1	,

Attachment A, General Requirements, GR-1 through GR-46.

Attachment B, Contractor's Affidavit.

Attachment C, Subcontractor's Affidavit(s).

Attachment D, Sub-subcontractor's Affidavit(s).

Attachment E, Certificate of Corporate Authority or Joint Venture Certificates

Attachment F, Performance Bond and Accompanying Power of Attorney

Attachment G, Payment Bond and Accompanying Power of Attorney

Attachment H, Copies of Required Insurance policies with Declarations Page(s)

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.

IX. <u>FUNDING CLAUSE</u> (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, C	Georgia.		

$\textbf{X.} \ \ \underline{\textbf{FEDERAL AND/OR STATE FUNDING/LAW}} \\ (\textit{If Applicable})$

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:	by Dir. (SEAL)
Signature (SEAL)	MICHAEL L. THURMOND Chief Executive Officer DeKalb County, Georgia
Name (Typed or Printed)	Derraio Councy, Georgia
Title	Date
Federal Tax I.D. Number	
Date	
ATTEST:	ATTEST:
Signature Name (Typed or Printed	BARBARA H. SANDERS, CCC Clerk of the Chief Executive Officer and Board of Commissioners of DeKalb County, Georgia
	, , , , , , , , , , , , , , , , , , ,
Title	
APPROVED AS TO SUBSTANCE:	APPROVED AS TO FORM:
DeKalb County Department Director	County Attorney Signature
	County Attorney Name (Typed or Printed)

ATTACHMENT A

GENERAL REQUIREMENTS

INDEX TO GENERAL REQUIREMENTS

Section	<u>Title</u>
GR-1	Definitions of Terms
GR-2	Prior Use by County
GR-3	Contractor's Obligations
GR-4	Authority of the County
GR-5	Changes in the Work and Change Orders
GR-6	Time for Completion
GR-7	Schedules, Reports, and Records
GR-8	County's Right to Suspend or Terminate Work
GR-9	Final Inspection
GR-10	Warranties, Guarantees and Correction of Work
GR-11	Contractor's Personnel and Independent Contractor Status
GR-12	Subcontracting
GR-13	Assignments
GR-14	Indemnification and Hold Harmless
GR-15	Royalties and Patents
GR-16	Laws and Regulations
GR-17	Permits and Inspection Fees
GR-18	Land and Rights-of-Way
GR-19	Protection of Work, Property, and Persons
GR-20	Prohibited Interests
GR-21	First Source Jobs Ordinance
GR-22	Foreign Corporations
GR-23	Specification and Drawings
GR-24	Contractor's Submittals
GR-25	As-Built Drawings
GR-26	Examination of Work by Contractor
GR-27	Inspection and Testing of Materials
GR-28	Inspection of Work
GR-29	Requests for Substitutions
GR-30	Rejections of Work and Materials
GR-31	Materials, Services, and Facilities
GR-32	Utilities During Construction
GR-33	Temporary Heat and Air Conditioning
GR-34	Maintenance Manual
GR-35	Weather Conditions
GR-36	Lines, Grades, and Measurements
GR-37	Cleaning Up

GR-38	Barricades
GR-39	No Third-Party Beneficiary
GR-40	Severability
GR-41	Interpretation
GR-42	Prior Contracts; Conflict in Documents
GR-43	Entire Agreement
GR-44	Counterparts
GR-45	Venue
GR-46	Right to Audit



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:

"<u>Addendum</u>" or "<u>Addenda</u>" 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, Bidder's Unit Price, First Source Jobs Ordinance Information with Exhibits, 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, Subcontractor Tracking Form, Bid Bond and Power of Attorney, Contractor Affidavit and Oath of Successful Bidder, 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.

"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.

"<u>Day(s)</u>" shall mean calendar day(s).

"<u>Drawings</u>" 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.

"<u>Notice to Proceed</u>" 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

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.

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.

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 previously approved.
 - (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.
- That Contractor shall coordinate and hold a meeting with its major Subcontractors B. 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.

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.
- В. 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. If it is 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.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. 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 for any reason whatsoever.
- F. 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

Upon notice from the Contractor that the Work is completed, the County shall make a final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the County may discover. At no cost to the County, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

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 it 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

- The Contractor will supervise and direct the Work, including the Work of all A. 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 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

- The Contractor shall be responsible from the execution date or from the time of the A. 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) 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.

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 or unpatented invention, process, article, 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

- The Contractor's attention is directed to the fact that all applicable federal, state, A. 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 ten (10) 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.
- The County's review will be within reasonable promptness as to cause no delay in E. 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.
- D. 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.
- E. 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.

- F. The Contractor shall furnish the County with at least six copies of all Submittals for approval. Two finally approved copies will be returned to the Contractor for his use. The Contract Price shall include the cost of furnishing all Submittals and the Contractor will be allowed no extra compensation for such drawings.
- G. 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.
- H. 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 any Field Orders, Change Orders and the location of the portion of the Work or equipment actually installed. 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.

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 ground, 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.

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 County, or bureaus, laboratories, or agencies selected by the County. The cost of such inspection and testing shall be paid by the Contractor unless County agrees to pay the cost. 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. 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, except as provided below, shall be at the County's expense.
- 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 or 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

Contractor shall furnish all utilities and pay for all bills for utilities used during construction. Utilities shall include electric power, fuel of any sort used for heating, etc., telephone services, cable and internet, if necessary, and water. Contractor shall provide all temporary connections to utilities when not provided by the utility company or others at no additional cost to the County. Contractor shall, if required by the County, install and maintain at his own expense, a job telephone and communications equipment necessary for the execution of the Work for the Contract Time.

GR-33. TEMPORARY HEAT AND AIR CONDITIONING

The Contractor shall provide, at his own expense, temporary heat or air conditioning, as necessary, to protect all Work and materials against injury from heat, dampness or cold. Fuel,

equipment and method of heating and cooling shall be satisfactory to the County and shall not present a fire hazard. Contractor shall comply with the requirements in the Specifications for specific temperatures to be maintained.

GR-34. MAINTENANCE MANUAL

Contractor shall, prior to completion of Contract, deliver to the County two (2) copies of a manual, assembled, indexed, and bound, for the County's guidance, full details for care and maintenance of visible surfaces and of equipment included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this General Requirement.

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.

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. 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.

ATTACHMENT B

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 Identificati	on Number	
Date of Authorization		
Name of Contractor	11	
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 Office	r or Agent	
Subscribed and Sworn before m on this the day of, 20		
NOTARY PUBLIC		
My Commission Expires:		

ATTACHMENT C

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
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 D

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-
<u>subcontractor has privity of contract</u>). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:
authorization user identification number and date of authorization are as follows.
Federal Work Authorization User Identification Number
Tederal Work Authorization Oser Identification Number
Date of Authorization
Date of Authorization
No. 100 CC 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Name of Sub-subcontractor
Name of Ducket
Name of Project
N CD 11' . F 1
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

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

I,, ce	rtify that I am Secretary of the corporation named
as Contractor herein, same being organized and	rtify that I am Secretary of the corporation named incorporated to do business under the laws of the
	, who executed this Contract on behalf or
the Contractor was, then and there,	; and that said Contract was duly signed
by said officer for and in behalf of said corporat	ion, pursuant to the authority of its governing body
and within the scope of its corporate powers.	
	esses of the owners of all the outstanding stock of
said corporation as of this date are as follows:	esses of the owners of the the outstanding stock of
said corporation as of this date are as follows.	
This day of	20
	(Composite Section
	(Corporate Seal)
	Secretary

ATTACHMENT E

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

Ι, _	, ⁽¹⁾ certify that		
	5.	I am the(2) of	, ⁽³⁾ (hereinafter "Venturer");
	6.	Venturer is a partner and participant in Contract for Construction dated to Bid or Request for Proposal No	the joint venture named as Contractor in that certain _ with DeKalb County, issued pursuant to Invitation;
	7.	Venturer is organized and incorporate;	ed to do business under the laws of the State of
	8.	then and there,; a	ecuted this Contract on behalf of the Contractor was, and
	9.		l officer for and in behalf of said Venturer and the the governing body of each and within the scope of
	10	O. I further certify that the names and add ownership interest in Venturer as of the	dresses of the owners of all the outstanding stock or is date are as follows:
— Th	is	day of	_, 20
INS	STRI	UCTIONS:	

\mathbf{I}

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

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

ATTACHMENT F

(Consisting of 3 pages) **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 (\$), lawfu	l money of the United
States of America, for the payment of which the Principal and the Surety be administrators, executors, successors, and assigns, jointly and severally, firm	,
WHEREAS, the Principal has entered, or is about to enter, into a ce	
with the County, awarded by the DeKalb County Governing Authority on	
which is incorporated herein by reference in its entirety (hereinafter called the	, · · · · · · · · · · · · · · · · · · ·
Linsart Name of	f the Projectl more

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.

particularly described in the Contract (hereinafter called the "Project"); and

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.

	e undersigned have caused this instrument to be executed and their e affixed and attested by their duly authorized representatives this
day of	• • • • • • • • • • • • • • • • • • • •
PRINCIPAL	
D	(OF AT)
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 Pov	ver of Attorney]

ATTACHMENT G

(Consisting of 2 pages) **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	of [Insert contract amount],
lawful money of the United States of America, for the payment of which the P	Principal and the Surety bind
themselves, their administrators, executors, successors, and assigns, jointly an	nd severally, firmly by these
presents.	
WHEREAS, the Principal has entered, or is about to enter, into a certain	ain 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	ed the "Contract"), for the
construction of a project known as [insert name of project], as more particular	rly 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.

Invitation No. <u>19-101144</u>

- 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]

APPENDIX 2 SPECIFICATIONS

SCOPE OF WORK

Section 1.0

- 1.1 The contract will consist of the relining by chemical liners (commonly referred to in the construction field as cured in place pipe or CIPP) of the storm drainage systems on County easements and rights-of-way. The chemical relining operations shall be as directed and specified per jobsite and according to the direction and drawings provided by the County Engineer. Before the commencement of work on each jobsite, the contractor shall submit to the Engineer for approval a construction progress schedule and a cost proposal based on the bid prices.
- 1.2. Contractor shall provide all equipment, tools, materials, signage, and personnel necessary to perform all operations for the chemical relining of storm drainage systems as specified by the Engineer.
- 1.3 Items pertinent to the work such as job mobilization, erosion and sediment control, traffic control of minor streets, placement of steel plates over open trenches, control of surface water and dewatering operations and jobsite cleanup shall be incidental to the work and at no additional charge to the County.
- 1.4 In general, storm drainage system chemical relining will conform to the *American Standards of Testing Materials (ASTM D543, ASTM D618, ASTM D638, ASTM D70, ASTM D2990, ASTM F1216 and F1743).*Additionally, *General Conditions* and *Technical Specifications* herein shall govern.
- 1.5 Traffic Control will conform to the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009 Edition.
- 1.6 Qualified personnel shall supervise the soil erosion and sediment control of each jobsite. Qualified personnel are those who have successfully completed the Worksite Erosion Control Supervisor course (WECS) and maintain a current certification card. A WECS shall be designated for each jobsite.
- 1.7 During all confined space entry operations there shall be present on the jobsite, personnel qualified in Confined Space Entry. The designated personnel shall present to the Engineer proof of their confined space entry training and certification.

END OF SECTION

SECTION 2.0

SUMMARY OF WORK

PART 1 - GENERAL

2.1 SECTIONS INCLUDED

- 2.2 Description of Work
- 2.3 Intent of the Specifications
- 2.4 Increase or Decrease of Quantities
- 2.5 Alterations of Plans and Specifications
- 2.6 Attention to Work
- 2.7 Access to Work

2.2 DESCRIPTION OF WORK

2.2.1 The Work under this Contract consists of performing relining of the existing storm sewer pipe as requested by the County Engineer, and shall result in a smooth, hard, strong, and chemically inert interior finish, closely following the contours of the existing pipe. This Contract also consists of other storm sewer rehabilitation/repair work to facilitate relining of the storm sewer pipes as directed by the County Engineer.

2.3 INTENT OF THE SPECIFICATIONS

2.3.1 The intent of the Specifications is to prescribe a complete Work which the Contractor undertakes to do in full compliance with the Contract. The Contractor shall do all Work as provided in these Specifications and other parts of the Contract Documents and shall do such additional extra and incidental Work as may be considered necessary to complete the Work in a satisfactory and acceptable manner. Any work or material not described in the Specifications, but which may be fairly implied as included in any item of the Contract, shall be performed and/or furnished by the Contractor without additional cost to the County. The Contractor shall furnish all labor, materials, tools, equipment, and incidentals necessary for the prosecution and successful completion of the Work under each work order. This Contract does not authorize the Contractor to perform any work or obligate the County to pay for any work. Authorization to perform work and obligations of the County to pay for any work performed by the Contractor shall be through work orders approved by the County throughout the duration of the Contract.

2.4 INCREASE OR DECREASE OF QUANTITIES

2.4.1. The County reserves the right to alter the quantities of Work to be performed or to extend or shorten the improvement at anytime, as may be found to be necessary or desirable. Such increases, decreases, and/or other alterations shall not invalidate the Contract nor release the Surety and the Contractor. The Contractor agrees to accept the Work as altered, the same as if it had been part of the original Contract. No claims shall be made by the Contractor for any loss of anticipated profits because of any such alteration, nor shall such alteration be considered as waiving or invalidating any conditions or provisions of the Contract.

2.5 ALTERATIONS OF PLANS AND SPECIFICATIONS

2.5.1. The County reserves the right, at anytime, to make such changes in the Specifications and the character of the Work under various work orders as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original Specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any conditions or provision of the Contract.

2.6 ATTENTION TO WORK

2.6.1 The Contractor shall give his personal attention to and shall supervise the Work to the end that it shall be prosecuted faithfully; and, when he is not personally present on the Work, he shall at all times be represented by a competent superintendent or foreman who shall be present at the Work to receive and obey all instructions or orders given under this Contract; and who shall have full authority to execute the same, and to supply materials, tools, and labor without delay; and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or to his authorized representatives.

2.7 ACCESS TO WORK

2.7.1 The Contractor shall at all times provide proper facilities for access and inspection of the Work by the County Engineer or any other representative of the County and of such official Governmental agencies as may be designated by the County as having jurisdictional rights to inspect the Work.

END OF SECTION

PIPE REHABILITATION BY CURED-IN-PLACE PIPE (CIPP) METHOD SECTION 3.0

PART 1 - GENERAL

3.1 SECTIONS INCLUDED

3.2	Scope
3.3	References
3.4	Submittals
3.5	Field Supervision by Contractor
3.6	Responsibility for Overflow Spills and Damage to Property and Utility
3.7	Measurement and Payment
3.8	Liner Tube
3.9	Resin Components
3.10	Minimum Thickness
3.11	Delivery, Storage, and Handling
3.12	General Standards and Requirements
3.13	Preparatory Procedures
3.14	Traffic Control
3.15	Flow Control
3.16	Cleaning Prior to CIPP Installation
3.17	Removal of Debris from the Sewer Line
3.18	CCTV Pre-Inspection of Sewer Line
3.19	Liner Installation
3.20	Lubricant
3.21	Curing
3.22	Cool Down
3.23	Sealing CIPP at Manholes
3.24	Workmanship

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- 3.25 Testing
- 3.26 Post CCTV Inspection
- 3.27 Warranty
- 3.28 Collapsed Sewers/Defective Manholes
- 3.29 Site Restoration
- 3.30 Erosion Control

3.2 SCOPE

3.2.1 The Contractor shall furnish all material, labor, and special equipment required to accomplish the work in accordance with these specifications. The installation shall affect the complete interior relining of the existing storm sewer pipe as requested by the County Engineer, and shall result in a smooth, hard, strong, and chemically inert interior finish, and closely following the contours of the existing pipe. The Contractor shall provide a watertight completed system with mainline sewer and all active lateral pipes in operational condition.

3.3 REFERENCES

- 3.3.1 ASTM D543 Standard Practices for evaluating the Resistance of Plastics to Chemical Reagents.
- 3.3.2 ASTM D618 Standard Practice for Conditioning Plastics for Testing.
- 3.3.3 ASTM D638 Standard Test Method for Tensile Properties of Plastics.
- 3.3.4 ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- 3.3.5 ASTM D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
- 3.3.6 ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
- 3.3.7 ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP).

3.4 SUBMITTALS

- 3.4.1 The Contractor shall submit manufacturer's data and details of the following items for approval:
 - 3.4.1.1 A comprehensive construction sequencing plan. At minimum the plan shall include the following:

3.4.1.1.1	A proposed schedule.
3.4.1.1.2	Identification of all proposed access routes.
3.4.1.1.3	Identification of set-up locations for lining installation.
3.4.1.1.4	Bypass pumping plan.
3.4.1.1.5	Traffic Control Plan in accordance with GDOT requirements.

- 3.4.1.1.6 Erosion Control Plan in accordance with Georgia Erosion and Sediment Control Act.
- 3.4.1.2 Certified copies of test reports of factory tests required by the applicable standards and this Section.
- 3.4.1.3 Manufacturer's installation instructions and procedures.
- 3.4.1.4 Manufacturer's Certificate of Compliance certifying compliance with the applicable specifications and standards of these specifications.
- 3.4.1.5 Data, measurements, assumptions, and calculations for sizing liners.
- 3.4.1.6 Sampling procedures and locations for obtaining representative samples of the finished liner.
 - 3.4.1.7 The Contractor shall submit the resin characteristics, including filler identification, to the County Engineer for approval prior to lining activities.
- 3.4.2 The Contractor shall provide to the County Engineer the following information in writing prior to the set deadline, or at the indicated frequency, whichever is applicable.

Type of Submittal	Time/Frequency of Submittal
Experience Record of Contractor/Subcontractor	At Preconstruction Conference
Listing of Safety Precautions and Traffic Control Measures	At Commencement of Contract
Location where Debris from Cleaning will be Disposed	At Commencement of Contract
Specific Project Schedule with a Project completion date	At Commencement of each specific project
Schedule of Planned Inspections/Cleaning of Sewer Reaches	Post Commencement and Weekly
Daily Logs and Progress Reports	Daily
Confined Space Entry Logs	Daily

- 3.4.3 Daily reports (by 9.00 a.m. on day following survey) and weekly reports (by 9.00 a.m. on Monday following the week of survey) shall be e-mailed to the County Engineer.
- 3.4.4 The Contractor shall complete a daily written record (diary) detailing the work carried out and any small items of Work which were incidental to the Work. The Contractor shall include in his daily record and reference to the following:
 - 3.4.4.1 Delays: Dense traffic, lack of information, sickness, labor or equipment shortage, etc.
 - 3.4.4.2 Weather: Conditions, e.g. rain, sunny, windy, etc.
 - 3.4.4.3 Equipment: On site, e.g. specialty cleaning, by-pass equipment, etc.
 - 3.4.4.4 Submittals: To the County Engineer.

- 3.4.4.5 Personnel: On site by name, e.g., all labor, Specialty services, etc.
- 3.4.4.6 Accident: Report, e.g. all injuries, vehicles, etc.
- 3.4.4.7 Incident: Report, e.g. damage to property, property owner complaint, etc.
- 3.4.4.8 Major defects encountered, including collapsed pipe, if any, cave-ins, sink holes, etc.
- 3.4.4.9 Visitors: On site.
- 3.4.5 The County shall certify receipt of the daily record noting any items and adding any observations with reference to claims for payment to the Contractor. The County Engineer may, at his/her discretion, for which the Contractor must receive direction in writing, provide for an exception to this requirement for weekly submission of progress rather than for daily submission.

3.5 FIELD SUPERVISION BY CONTRACTOR

3.5.1 The Contractor shall maintain on the Work Site, at all times, a competent field supervisor in charge of the relining. The field supervisor shall be approved in writing by the County Engineer prior to commencement of the Work. Any change of supervisor must be approved in writing by the County Engineer prior to the change. The field supervisor shall be responsible for the safety of all workers and site conditions as well as ensuring that all work is conducted in conformance with the requirements of these specifications and to the level of quality specified.

3.6 RESPONSIBILITY FOR OVERFLOWS/SPILLS AND DAMAGE TO PROPERTY AND UTILITY

- 3.6.1 It shall be the responsibility of the Contractor to schedule and perform the Work in a manner that does not cause or contribute to incidence of overflows or flooding from the sewer system.
- 3.6.2 In the event that the Contractor's activities contribute to overflows or flooding, the Contractor shall immediately take appropriate action to contain and stop the overflow, or flooding, and notify the County Engineer in a timely manner.
- 3.6.3 The Contractor shall indemnify and hold harmless the County for any fines or third-party claims for personal or property damage arising out of an overflow that is fully or partially the responsibility of the Contractor, including the legal, engineering, and administrative expenses of the County in defending such fines and claims.
- 3.6.4 Any damage to public or private property due to the work performed by the Contractor is the responsibility of the Contractor. Any damage to the storm sewer system caused by the Contractor's equipment or operation shall be repaired in a manner approved by the County Engineer at the Contractor's expense. Any equipment stuck or left in the sewer line/lateral shall be retrieved by the Contractor within twenty-four (24) hours at the sole expense of the Contractor. Any damage to the Contractor's equipment is the Contractor's responsibility. The County reserves the right to make any repairs or retrieve any equipment and charge the Contractor accordingly.

3.7 MEASUREMENT AND PAYMENT

3.7.1 Pre and post CCTV inspection shall be measured by linear foot of sewer line/lateral from center of the upstream manhole to center of the downstream manhole. Payment will be full compensation for furnishing all labor, tools, and equipment necessary to perform all CCTV inspection Work and providing a clearly displayed DVD or CD accompanied with logs. Payment for CCTV inspection shall be made under:

- 3.7.1.1 CCTV inspection, per Pipe Diameter (size), per Linear Foot.
- 3.7.2 Measurement and payment for cleaning of storm sewers shall be on a linear foot basis. Payment will be full compensation for furnishing all labor, tools, all equipment necessary, and debris removal. Payment shall be made under:
 - 3.7.2.1 Cleaning, per Pipe Diameter (size), per Linear Foot.
- 3.7.3 Measurement and payment for CIPP rehabilitation shall be on a linear foot basis. Payment will be full compensation for furnishing all labor, tools, equipment, and any type of access necessary for relining of the storm sewer main. Payment shall be made under:
 - 3.7.3.1. CIPP, per Pipe Diameter (size), per Linear Foot.
- 3.7.4 The "Project" shall be subdivided into work orders. If the Contractor does not complete a given work order within the approved deadline set by each corresponding project schedule, then charges shall be assessed against any money due or that may become due to the Contractor for a given work order in accordance with the following schedule:

Schedule of Deductions for Each Day of Delay from Project Deadline			
Original Proj	Original Project Amount Daily Charges		
From More Than	To and Including	Available Day	
\$0	\$50,000	\$105	
\$50,000	\$100,000	\$150	
\$100,000	\$500,000	\$210	

PART 2 - PRODUCTS

3.8 LINER TUBE

- 3.8.1 The tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The tube should be compatible with the resin system to be used. The material should be able to stretch to fit irregular pipe sections and negotiate bends. Projected changes in groundwater level, temperature, and other loading factors shall cause no significant changes in the service characteristics or service life of the CIPP.
- 3.8.2 The liner shall be fabricated from materials which when cured, will be chemically resistant to reagents as defined in ASTM F1216, ASTM F1743, and ASTM D543.
- 3.8.3 The tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube. Maximum stretching allowances shall be as defined in ASTM F1216 or ASTM F1743. The Contractor shall verify the lengths in the field before cutting the liner to length. Individual liners can be made over one or more manhole to manhole sections.

- 3.8.4 The tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
- 3.8.5 Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
- 3.8.6 At time of manufacture, each lot of liner shall be inspected and certified to be free of defects. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall also include the Manufacturer's name or identifying symbol.
- 3.8.7 The reinforcing material of the liner shall be of a needle interlocked felt formed into sheets of required thickness or other material approved by the Manufacturer.
- 3.8.8 Liners may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be placed in between layers where required to control longitudinal stretching.

3.9 RESIN COMPONENTS

- 3.9.1 The resin system shall be a corrosion resistant polyester and catalyst system that when properly cured within the tube composite meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP.
- 3.9.2 Flexural creep testing shall have been performed for the resin in accordance with ASTM D2990.

3.10 MINIMUM THICKNESS

3.10.1 The installed liner shall be furnished to the following minimum thickness:

Pipe Diameter	SM F1216 ¹	
(inch)	Invert (ft)	Min. Thickness (mm)
18	0 to 10	9.0
18	10 to 15	12.0
18	15 and over	13.5
21	0 to 10	10.5
21	10 to 15	13.5
21	15 and over	15.0
24	0 to 10	12.0
24	10 to 15	15.0
24	15 and over	16.5
30	0 to 10	15.0
30	10 to 15	18.0
30	15 and over	21.0
36	0 to 10	16.5
36	10 to 15	21.0
36	15 and over	24.0
42	0 to 10	19.5
42	10 to 15	24.5
42	15 and over	28.5
48	0 to 10	22.5
48	10 to 15	28.5
48	15 and over	33.0
54	0 to 10	25.5
54	10 to 15	32.0
54	15 and over	37.5
60	0 to 10	28.5
60	10 to 15	35.5
60	15 and over	41.5

¹Based upon initial CIP modulus of 25,000 psi with 0.50 creep reduction factor.

3.11 DELIVERY, STORAGE, AND HANDLING

- 3.11.1 Deliver only materials that fully conform to these specifications or for which submittals have been provided to the County Engineer and approved for use.
- 3.11.2 Load, transport, and unload pipe and appurtenances at project site.
- 3.11.3 Store materials and handle to avoid damage. Replace any damaged materials. Remove damaged materials from site and replace at Contractor's cost.

PART 3 – EXECUTION

3.12.1 GENERAL STANDARDS AND REQUIREMENTS

- 3.12.1 In addition to DeKalb County General Conditions and Standard Specifications; the Contractor must comply with the latest editions of the following specifications and standards: Georgia Department of Transportation (GDOT) Specification Construction of Transportation Systems; the Georgia Erosion and Sedimentation Act; the Manual on Uniform Traffic Control Devices for Streets and Highways; the American Society for Testing and Materials, (hereinafter ASTM); the American Association of State Highway and Transportation Officials (hereinafter AASHTO); American Wood Preservers Bureau (hereinafter AWPB); National Sanitation Foundation (hereinafter NSF); American Concrete Institute (hereinafter ACI); 33 CFR Parts 323 & 328; and 40 CFR Part 110; and any other applicable standards.
- 3.12.2 The Work under this contract shall comply with these specifications, requirements of work orders, and with all applicable codes, laws, and regulations of the County, State, and Federal Agencies having jurisdiction. In the event of any conflict between the terms of these specifications and such codes, laws, and/or regulations shall prevail. If the Contractor performs any work knowing it to be contrary to such codes, laws, or regulations, and without such notice to the County, the Contractor shall assume full responsibility therefore and shall bear any and all costs necessary to correct the Work.
- 3.12.3 Prior to initiation of a specific project, a schedule for the project shall be submitted to the County Engineer. Once the schedule is approved by the County Engineer it will become part of the scope of work for that specific project. It is the responsibility of the Contractor to maintain this schedule. If circumstances arise that affect the project schedule, the Contractor shall notify the County Engineer in writing and request approval from the County Engineer for a schedule change.
- 3.12.4 It is the responsibility of the Contractor to notify all residents that could be affected by the lining process. This notification shall consist of written information and verbal communication that outlines the CIPP process and timing of the project. The written information shall be delivered to each home/business at least one week prior to the start of the project, and at a minimum shall describe the work, schedule, how it affects the home/business, and local telephone numbers for the Contractor and County Engineer. The written notification shall be approved by the County Engineer before distribution. The Contractor shall communicate verbally with the home/business owners to address their specific needs and concerns as well.
- 3.12.5 The Contractor shall provide water and sewer services to affected property owners in the event of service interruption, at no additional cost to the County.

3.13 PREPARATORY PROCEDURES

- 3.13.1 Prior to entering any private property, the Contractor shall ascertain the requirements of applicable permits or easements, and shall conduct his work in accordance with the requirements thereof; including the giving of notice and obtaining right-to-enter onto existing easement. The Contractor shall be fully responsible for complying with the requirements of any permit or easement granting entry although such requirements may be more stringent than otherwise stipulated by this Contract. The Contractor shall compensate the County fully for any loss or expense arising from failure of the Contractor to comply with the aforementioned requirements.
- 3.13.2 The Contractor shall provide, at his own expense and 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, or to gain access to a segment of sewer line/lateral for the purpose of liner installation. No additional measurement or payment will be made for temporary access/road/creek crossing required by the Contractor.

3.14 TRAFFIC CONTROL

- 3.14.1 The Contractor shall expedite the Work so as not to interfere with the traffic along and across the street and at entrances to properties. The Contractor shall not obstruct traffic on major streets or intersections between the hours of 6:00am to 9:00am and 4:00pm to 6:00pm, Monday through Friday. Major streets shall be defined as those included in Section 8-4011 of the DeKalb County Codes as approved by the Board of Commissioners on October 12, 1976, and as amended.
- 3.14.2 The flow of traffic will be maintained at all times during all aspects of the Work being performed by permitting at least one lane of traffic to move through the Worksite. The Contractor shall furnish all flagmen, warning signs, barricades, and lights (necessary to control traffic and protect the public) without any additional cost to the County except major streets which will be lump sum cost. Traffic control devices shall be in accordance with "The Manual on Uniform Traffic Control Devices for Streets and Highways", 2009 Edition. The County and/or DOT shall approve all traffic control plans prior to the start of Work. In cases where the street must be closed, the contractor will give 36-hours notice.

3.15 FLOW CONTROL

3.15.1 Refer to Section 02600 – Wastewater Flow Control for specification on bypass pumping or plugging of the sewer lines. The bypass pumping bid amount should be per pipe diameter (size) and per linear foot and include the set up and take down of the bypass pump and line system.

3.16 CLEANING PRIOR TO CIPP INSTALLATION

- 3.16.1 Prior to installation of the CIPP liner, the Contractor shall thoroughly clean the sewer line or sewer lateral that is to be lined. The cleaning shall constitute removal of all debris, solids, roots, and other deposits in the sewer line/lateral that could prevent the installation of the CIPP liner. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, the County will make a point repair. Point repairs will brought to the attention of the County Engineer and time allowance shall be made in the schedule of Work.
- 3.16.2 The Contractor shall furnish all equipment, manpower, materials, etc., necessary to satisfactorily clean the sewer line/lateral(s), including standby units in the event of breakdown, before the internal inspection work on the particular line is started. The term "clean" as used herein shall mean the complete removal of all garbage, dirt, gravel, rocks, roots, grease, settled sludge, and all other

- solid or semi-solid materials from the sewer lines/laterals and manholes to facilitate the installation of the CIPP liner.
- 3.16.3 The Contractor shall examine the sewer lines/laterals to be cleaned and shall determine the extent of work required and the difficulties he may encounter in cleaning these sewer lines/laterals. If after initial cleaning, the internal inspection of the sewer line/lateral reveals that the sewer is not clean, the cleaning operation(s) shall be repeated until the sewers are clean as determined by the County Engineer. This additional cleaning work shall be done at the sole expense of the Contractor. The Contractor shall provide and/or manage the equipment necessary for proper jetting, rodding, bucketing, brushing, root cutting, vacuum uplift, or any other approved removal and extraction system necessary to remove and extract silt, debris, and obstructions from the sewer line/lateral.
- 3.16.4 Bucket machines or rodding machines shall be used very carefully because of their tendency to "hang-up on" or "wedge against" the sewer pipe and break it. The machine(s) shall be operated only by experienced and trained operators. Any use of bucket machines, root cutters, rodding machines, etc. to facilitate cleaning is considered incidental to the Work and no additional measurement or payment shall be made due to their use.
- 3.16.5 Whenever hydraulically propelled cleaning tools, high velocity hydro-cleaning equipment (which depend upon water pressure to provide their cleaning force), or any tools which retard the flow of water in the sewer lines/laterals are used, precautions shall be taken to ensure that the water pressure does not cause any damage or flooding to public or private property being served by the manhole section involved.
- 3.16.6 When using high velocity hydro-cleaning equipment, the Contractor shall take care to use the proper nozzle size so that sand, silt, etc., is not washed from the pipe joint.
- 3.16.7 Any damage to the sewer lines/laterals caused by the Contractor's operations shall be repaired in a manner approved by the County Engineer at the Contractor's expense. The County reserves the right to make said repairs itself and charge the Contractor accordingly.
- 3.16.8 Damage due to the flooding of any public or private property being served by any manhole section which is over-filled by the Contractor's cleaning operations shall also be repaired or otherwise paid for by the Contractor.
- 3.16.9 All sludge, dirt, sand, rocks, roots, grease, and other solids or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the manhole section being cleaned. Passing material from manhole section to manhole section (which could cause line stoppages, accumulations of sand in manholes or wet wells, or damage to pumping equipment, etc.) will not be permitted. When hydraulic cleaning equipment or high velocity hydro-cleaning equipment is used, a suitable weir, dam, or trap shall be constructed in the downstream manhole in such a manner that both solids and water shall be trapped. The trapped solution shall then be removed from the manhole. UNDER NO CIRCUMSTANCES SHALL SEWAGE OR SOLIDS REMOVED FROM SEWER LINES/LATERALSS BE DUMPED ONTO THE GROUND OR STREETS OR INTO DITCHES, CATCH BASINS, OR STORM DRAINS. All solids or semisolids resulting from the cleaning operations shall be removed from the site of the Work and disposed of in accordance with applicable local, state, and federal laws and regulations.
- 3.16.10 The flow of wastewater in the sewer lines/laterals shall be utilized to provide the necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily, and a reduced pressure zone backflow prevention device shall be used on all fire hydrant connections. No fire hydrant shall be obstructed. The Fire Department shall be notified prior to use of any fire hydrants. No fire hydrant shall be used without the written approval of the County Engineer. The County will meter and charge the Contractor for any water used. No additional payment to the Contractor shall be made for water meter rental,

- deposits, or water purchase. The Contractor shall be responsible for providing necessary hoses and tools for obtaining water.
- 3.16.11 It shall be the Contractor's responsibility to ensure that each sewer line/lateral is clean at the time of the installation of the CIPP liner under the County Engineer's supervision. Cleaning of sewer lines/laterals shall be performed immediately prior to the installation of the CIPP liner. This will ensure that each sewer line/lateral is clean during installation.

3.17 REMOVAL OF DEBRIS FROM THE SEWER LINE

3.17.1 The Contractor shall provide all equipment and personnel necessary to safely remove and extract silt and debris from the sewer through existing manhole access, load it onto trucks for disposal, and dispose of the silt and debris at approved sites.

3.18 CCTV PRE-INSPECTION OF SEWER LINE

3.18.1 Inspection of the sewer line/lateral shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by CCTV or man-entry inspection. The interior of the sewer shall be carefully inspected to determine the location of any conditions that may prevent the proper installation of the liner. A DVD/CD and log noting all services and defects shall be submitted to the County Engineer for future reference. The DVD/CD and the log shall at a minimum state the exact distance from the manhole wall to the middle of each service connection, the manhole number from where the measurement has been taken, and the location of each service connection (i.e., 9 o'clock a.m., 11 o'clock a.m., etc.).

3.19 LINER INSTALLATION

- 3.19.1 The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the tube.
- 3.19.2 The resin-impregnated tube shall be installed into the host pipe by methods approved by the Manufacturer and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the tube. Hydrostatic or air pressure (or a combination of the two) shall be used to inflate the tube and conform it against the walls of the host pipe. There will be no use of sewage in place of clean water for insertion of the tube, or for the curing of the liner.
- 3.19.3 The tube is to be installed in a controlled manner at a rate sufficient to prevent damage to the tube. The installation rate shall not exceed thirty-two (32) feet per minute. The installation head shall be such that, allowing for minor impact, at no time shall the hoop tension in the felt exceed five hundred (500) psi or the hoop stress in the polyurethane membrane exceed 8,000 psi.
- 3.19.4 Any defects which, in the judgment of the County Engineer, will affect the integrity or strength of the lining shall be repaired or the liner replaced at the Contractor's expense. The method of repair shall be approved by the County Engineer before any work is performed.

3.20 LUBRICANT

3.20.1 A lubricant may be used to reduce friction during insertion. The lubricant used should be a nontoxic, oil-based product that has no detrimental effects on the tube or boiler and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported.

3.21 CURING

- 3.21.1 After tube installation is completed the Contractor shall supply suitable heat source and recirculation equipment. The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
- 3.21.2 The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply. Thermocouples shall be placed between the tube and the host pipe in downstream manholes at or near the bottom to determine the liner temperature during cure. Water or air temperature in the pipe during the cure period shall be approved by the resin Manufacturer.
- 3.21.3 Initial cure shall be deemed to be completed when inspection of the exposed portions of the cured pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exothermic state. The cure period shall be of a duration recommended by the resin Manufacturer, as modified for the installation process, during which time the recirculation of the heat and cycling of the heat exchanger to maintain the temperature continues.

3.22 COOL DOWN

3.22.1 Cool down may be accomplished by the introduction of cool water or air into the installed liner to replace water or pressurized air being relieved from the manhole. The Contractor shall cool the hardened pipe to a temperature below 100 °F before relieving the static head. A minimum period of post cure shall be maintained under a static head to provide a minimum hoop tension on the tube felt. Care shall be taken in the release of the static head so that a vacuum will not be developed.

3.23 SEALING CIPP AT MANHOLES

3.23.1 If the CIPP fails to make a tight seal at the manhole walls the Contractor shall apply a resin mixture seal at that point. The resin seal shall be compatible with the resin mixture of the CIPP.

3.24 WORKMANSHIP

- 3.24.1 The finished lining shall be continuous over the entire length of an insertion run between two manholes and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The lining shall be homogeneous and as commercially free as practical of any leakage from the surrounding ground to the inside of the lined pipe.
- 3.24.2 The layers of the finished 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 such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut for re-testing. If separation of layers occurs again then the liner shall be replaced and all work redone at the expense of the Contractor.
- 3.24.3 Where liner is installed through a manhole uninterrupted, the invert shall be maintained smooth through the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.

3.25 TESTING

- 3.25.1 The Contractor shall collect representative sample coupons for testing as described herein. Coupons shall be taken from the lesser of either 10% of manholes on the project or a representative sample for each liner diameter installed on the project. The Contractor shall stamp or mark the test pieces with the date of manufacture and batch number. The cost for testing of these samples shall be deemed incidental to the Work and will not be paid as a separate bid item.
- 3.25.2 Should the County Engineer decide to have independent tests done, the Contractor shall, upon written request by the County Engineer, furnish any reasonable number of test pieces.
- 3.25.3 Tests shall be made on specimens of resin, catalyst, and felt as supplied or pieces of cured liner cut from the waste areas when possible. Otherwise, the specimens shall be cut from a piece of cured liner representative of the material inserted and prepared and cured in a similar technique to the process employed.
- 3.25.4. The testing shall be done in accordance with ASTM D618-61 and ASTM F1216.
- 3.25.5 The Contractor shall use a testing facility approved by the County Engineer in advance. The Contractor shall submit testing reports to the County Engineer prior to work acceptance by the County Engineer.
- 3.25.6 If the liner fails to meet the requirements set forth by ASTM F1216, then the Work is subject to rejection by the County Engineer and all Work must be re-done at the Contractor's expense.

3.26 POST CCTV INSPECTION

3.26.1 Upon completion and before acceptance of the Work by the County Engineer, the Contractor will re-inspect the rehabilitated pipeline by the use of CCTV cameras and shall submit a DVD/CD and logs of the inspection to the County Engineer for approval/acceptance.

3.27 WARRANTY

3.27.1 The Contractor shall guarantee his Work for a warranty period of one year from the date of acceptance. During the warranty period, any defects, such as leaks, cracks, loss of bond, etc., which will affect the integrity or strength of the liner, collects solids, or reduce hydraulic flow capabilities of the product shall be repaired at the Contractor's expense and the warranty period extended for an additional one year period from the date of repair acceptance by the County Engineer.

3.28 COLLAPSED SEWERS/DEFECTIVE MANHOLES

- 3.28.1 Any sewer found with greater than ten (10) percent deformation (i.e. collapsed or near collapse) shall be reported to the County Engineer immediately for remedial action.
- 3.28.2 Any manhole found broken, cracked, with missing covers, or surcharged, shall be reported to the County Engineer immediately for remedial action.
- 3.28.3 Any sewer found where the existing conditions pose a threat of personal injury to the public, such as a collapsed sewer with attendant depression to roadway, shall be protected by the Contractor until the County Engineer arrives at the site of the Work.

3.28.4 Any manhole found where the existing conditions pose a threat of personal injury to the public, such as broken, cracked, or missing covers, or covers found in traveled portions of any sidewalk or roadway shall be protected by the Contractor until the County Engineer arrives at the site of the Work.

3.29 SITE RESTORATION

- 3.29.1 The specific details relating to this section are contained in the "Land Development" ordinance of the DeKalb County. The intent is to return all items and all areas disturbed, directly or indirectly by the Work under this Contract, to their original condition or better, as quickly as possible after the Work is completed.
- 3.29.2 The Contractor shall conduct the Work such that upon completion of any part of the Work, the contour and topography of the construction area has not been substantially altered. No alteration of previously established storm drainage patterns will be permitted unless such alteration can be proven to the County Engineer's satisfaction to substantially improve the drainage pattern. Damage to ground cover, grass, trees, deep ruts, and gouges in the earth occasioned by the passage of heavy equipment or the depositing of any materials or equipment shall be repaired or replaced to its original or better condition as soon as possible. All work performed in accordance with this section shall be paid for as a lump sum payment.
 - If the Work is being performed in paved areas, the paving shall be restored using the same type of asphalt that was in place before the area was disturbed.

3.30 EROSION CONTROL

3.30.1 Erosion & Sedimentation Controls shall conform to the Georgia Erosion and Sediment Control Act, latest edition.

END OF SECTION

WASTEWATER FLOW CONTROL

SECTION 4.0

PART 1 - GENERAL

4 1	SECTIONS	TAICT	IDED
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- 4.2 Scope
- 4.3 Submittals
- 4.4 Regulatory Requirements
- 4.5 Measurement and Payment
- 4.6 Pipe for Flow Diversion
- 4.7 Pumping Equipment
- 4.8 System Description
- 4.9 Planning
- 4.10 General
- 4.11 Depth of Flow
- 4.12 Pumping and Blocking
- 4.13 Pumping Equipment
- 4.14 Flow Control Precautions

4.2 SCOPE

- 4.2.1 The objective of Stormwater flow control is to:
 - 4.2.1.1 Maintain an efficient and uninterupted level of service to stormwater collection system users while maintenance or construction operations (including inspection, point repairs, etc.) are facilitated on the segment or segments being bypassed and/or from which flow is being diverted, within the stormwater collection system.
 - 4.2.1.2 The contractor shall ensure that all levels of stormwater flow are continuously and effectively handled around the segment or segments of sewer being bypassed and/or from which flow is being diverted by:
 - 4.2.1.2.1 Ensuring that bypass and diversion pumps are adequately fueled, lubricated, and maintained.
 - 4.2.1.2.2 Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.

- 4.2.1.2.3 Ensuring that an emergency backup plan is smoothly implemented in the event of system failure.
- 4.2.1.2.4 Preventing backup, spillage, flooding, or overflow onto streets, yards, and unpaved areas or into buildings; adjacent ditches; storm sewers; and waterways; while flow bypass or diversion pumping takes place and ensuring that installation, startup, and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

4.3 SUBMITTALS

- 4.3.1 The design, installation, and operation of the wastewater flow control system shall be the Contractor's responsibility. The Contractor shall employ the services of a vendor that can demonstrate to the County Engineer that the vendor specializes in the design and operation of wastewater flow control systems. The vendor shall provide at least three (3) references of separate projects similar in size and complexity to this Project that have been successfully performed by the vendor's firm within the past three (3) years. The references shall include company name, contact name, address, email address, telephone numbers, and the contract period. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. Vendor references shall be submitted to the County Engineer for review prior to the Preconstruction Conference/Kickoff Meeting.
- 4.3.2 The Contractor shall prepare with the vendor a general description of the proposed Wastewater Flow Control Plan and submit it to the County Engineer at least fifteen (15) days prior to the Preconstruction Conference/Kickoff Meeting. The Wastewater Flow Control Plan shall include the make and model of temporary bypass pumps, the certified noise levels of the pumps and generator, the means used to maintain and operate the bypass pumps, and a written statement that all bypass pumping shall comply with the requirements of these Specifications.
- 4.3.3 During the course of the project, the detailed, work-specific Wastewater Control Plan utilizing multiple pumps, or a single pump greater than four (4) inches discharge, shall be submitted to the County Engineer at least ten (10) days before the time it is required. This plan shall outline all provisions and precautions to be taken by the Contractor regarding the handling of existing wastewater flows. This plan shall be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials, and all other incidental items necessary and/or required to insure adequate wastewater flow control. The plan shall also include details of protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Specifications. No construction shall begin until all provisions and requirements have been reviewed and accepted by the County Engineer.
- 4.3.4 The Contractor shall submit two (2) copies of the wastewater flow control plan for each sewer bypass set-up with sufficient detail including the following:
 - 4.3.4.1 Staging areas for pumps.
 - 4.3.4.2 Sewer plugging method and types of plugs.
 - 4.3.4.3 Number, size, material, location, and method of installation of suction piping.
 - 4.3.4.4 Bypass pump sizes, capacity, number of each size to be on site and power requirements.
 - 4.3.4.5 Calculations of static lift, friction losses, and flow velocity (pump curves) showing pump-operating range.

- 4.3.4.6 Standby power generator size and location.
- 4.3.4.7 Downstream piping and discharge plan.
- 4.3.4.8 Method of protecting discharge manholes or structures from erosion and damage.
- 4.3.4.9 Thrust and restraint block sizes and locations.
- 4.3.4.10 Sections showing suction and discharge pipe depth, embedment, select fill, and special backfill where required.
- 4.3.4.11 Certified decibel levels of individual pumps, the combined decibel level if multiple pumps will be operated simultaneously, and the method of noise control for each pump and/or generator.
- 4.3.4.12 Any temporary pipe supports, including rollers and elevated rollers, as well as anchoring required.
- 4.3.4.13 Design plans and computations for access to bypass pumping locations.
- 4.3.4.14 Calculations for selection of bypass pumping pipe size.
- 4.3.4.15 Schedule for installation of and maintenance of bypass pumping lines.
- 4.3.4.16 Plan indicating selection location of bypass pumping line locations.
- 4.3.4.17 The Plan shall indicate the means by which flows from laterals are provided for; either by plugging, containing, or subsidiary pumping. Building laterals shall not be disconnected or plugged overnight. Plugging of laterals is only allowed from 9 a.m. until 5 p.m. of the same day.
- 4.3.4.18 Any proposal to implement wastewater flow control arrangements on sewers, including plugging and/or blocking, high-velocity nozzles, and/or bypass and/or diversion pumping as well as any sewer inspection, repair, or replacement construction, shall be outlined in writing and submitted to the County Engineer at least ten (10) days prior to the implementation of the wastewater flow control system, sewer inspection, repair, or replacement.
- 4.3.4.19 All proposed wastewater flow control arrangements, including flow bypass and/or diversion plans, shall indicate or show the location and position, in detail if necessary and any special features where pipes or hoses cross roadways, including intersections, such as temporary trenches, support bridges, ramp-overs, etc.
- 4.3.4.20 All proposed wastewater flow control arrangements, including wastewater flow bypass and/or diversion pumping plans for sewers, shall also include an emergency response plan to be followed in the event of a failure of the wastewater flow control system. The Contractor shall provide names and phone numbers for twenty-four (24) hour emergency contact.
- 4.3.4.21 The Contractor shall notify the County Engineer twenty-four (24) hours prior to commencing actual wastewater flow control operations. The Contractor's Wastewater Flow Control Plan shall be approved by the County Engineer before the Contractor shall be allowed to commence wastewater flow control work.

4.4 REGULATORY REQUIREMENTS

- 4.4.1 The work of this section shall comply with the current versions, with revisions, of OSHA 29 CFR 1910.146 (permit-required confined-space regulations).
- 4.4.2 All Work and testing shall comply with the applicable Federal codes, including Federal Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, as amended, and applicable state and local codes and standards; and to the extent applicable with the requirements of the Underwriter's Laboratories, Inc. and the National Electric Code.

4.5 MEASUREMENT AND PAYMENT

4.5.1 Measurement and payment for temporary wastewater flow control will be made per pipe diameter and per linear foot. The bid amount will include the set up and take down of the bypass pumping and line system and all other incidentals under bypass pumping.

PART 2 - PRODUCTS

4.6 PIPE FOR FLOW DIVERSION

- 4.6.1 Ductile Iron Pipe: Ductile iron pipe as specified in Section 02537 Ductile Iron Sanitary Sewer Pipe and Fittings is acceptable for use for flow diversion during construction.
- 4.6.2 Polyethylene Pipe: Polyethylene material shall comply with the requirements for Type III polyethylene, C-5 and P-34 as tabulated in ASTM D1248 and have the Plastic Pipe Institute recommended designation PE3406. The material shall also have an average specific base resin density of between 0.94 g/cc and 0.955 g/cc (ASTM D1505). Pipe made from these resins must have a long-term strength (50 years) rating of 1,250 psi or more per hydrostatic design basis categories of ASTM D2837. The polyethylene resin shall contain antioxidants and be stabilized against ultraviolet degradation to provide protection during processing and subsequent weather exposure. The polyethylene resin shall have an environmental stress crack resistance, condition C as shown in ASTM D1693, to be greater that five-hundred (500) hours, twenty (20) percent failure. All pipe shall be made from virgin quality material. No rework compound, except that obtained from the manufacturer's own production of the same formulation shall be used. The polyethylene resin shall have an average melt flow index, condition E as shown in ASTM D1238, not in excess of 0.25 g/10 min. Pipe shall be homogeneous throughout, and free of visible cracks, holes, foreign material, blisters, or other deleterious faults. Diameters and wall thickness shall be measured in accordance with the requirements of ASTM D2122. Pipe joining will be done by thermal butt fusion method in accordance with the requirements of ASTM D657.

4.7 **PUMPING EQUIPMENT**

- 4.7.1 All pumps used shall be fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered, provided they meet all specified sound level requirements. If electric pumps are used, the combined generator/pump system shall meet the specified sound level requirements. All pumps used shall be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.
- 4.7.2 Unless specified otherwise in these Specifications or approved by the County Engineer, all pumps (and generators if used) shall be fully sound attenuated and shall produce a noise level of sixty-five (65) dBA or less at a distance of twenty-three (23) feet.

- 4.7.3 The Contractor shall provide the necessary stop/start controls for each pump.
- 4.7.4 The Contractor shall include one stand-by pump of each size to be maintained on the site of the Work. Back-up pumps shall be on-line, isolated from the primary system by a valve.
- 4.7.5 The Contractor shall design all piping, joints, and accessories to withstand twice the maximum system pressure or fifty (50) psi, whichever is greater. The back-up pump, appropriate piping, fuel, lubrication, and spare parts shall be incorporated into the bypass arrangement at the site of the Work, ready for use in case of breakdown. A bypass "drill" shall be carried out by the County Engineer before the bypass arrangement is accepted on all sewers greater than twelve (12) inches in diameter, at no cost to the County. The drill shall demonstrate the incorporation of all standby equipment to handle flows when the main pump set is switched off. The County Engineer's instructions following the drill shall be adhered to in full at no cost to the County.
- 4.7.6 No more than two (2) pump discharge hoses shall be used for wastewater flow control over a length of the line segment(s). If the flow exceeds the capacity of (2) "hoses" then rigid piping shall be used. The rigid piping shall consist of Ductile Iron Pipe, HDPE, or steel pipes with suitable pressure rated couplings to withstand twice the maximum system pressure or fifty (50) psi, whichever is greater.
- 4.7.7 Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and by specific permission from the County Engineer.

4.8 SYSTEM DESCRIPTION

Design Requirements:

- 4.8.1 Bypass pumping systems shall have sufficient capacity to pump peak flows in the pipes being bypassed (flows in the existing interceptor sewers can increase dramatically during periods of wet weather). The Contractor shall provide all pipeline plugs, pumps of adequate size to handle wet weather peak flows, and temporary discharge piping to ensure that the total flow of the interceptor sewer is safely diverted around the section to be repaired. Wastewater flow control system will be required to be operated twenty-four (24) hours per day.
- 4.8.2 The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One (1) standby pump for each size pump utilized shall be installed at the flow bypassing locations, ready for use in the event of primary pump failure.
- 4.8.3 The wastewater flow control system shall be capable of bypassing the flow around the work area and of releasing any amount of flow, up to full available flow, into the work area as necessary for satisfactory performance of the Work.
- 4.8.4 The Contractor shall make all arrangements for bypass pumping during the time when the sewer is shut down for any reason. The wastewater flow control system shall overcome any existing force main pressure on discharge.

Performance Requirements:

4.8.5 It is essential to the operation of the existing stormwater system that there is no interruption in the flow of water throughout the duration of the project. To this end, the Contractor shall provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the water flow before it reaches the point where it would interfere

with the Work, carry it past the Work, and return it to the existing sewer downstream of the work.

- 4.8.6 The design, installation, and operation of the wastewater flow control system shall be the Contractor's responsibility. The wastewater flow control system shall be the Contractor's responsibility.
- 4.8.7 The Contractor shall provide all necessary means to safely convey the wastewater past the work area. The contractor will not be permitted to stop or impede the sewer flows under any circumstances.
- 4.8.8 The Contractor shall maintain wastewater flow around the work area in a manner that will not cause surcharging of sewers, damage to sewers, and that will protect public and private property from damage and flooding.
- 4.8.9 The Contractor shall protect water resources, wetlands, and other natural resources.

PART 3 - EXECUTION

4.9 PLANNING

4.9.1 The Contractor shall be solely responsible for planning and executing all wastewater flow control operations. The Contractor shall be entirely liable for damages to private or public property that may result from his operations and for all cleanup, disinfection, damages, and resultant fines in the event of a spillage, flooding, or overflow.

4.10 GENERAL

- 4.10.1 All materials used for wastewater flow control shall be pre-approved by the County Engineer prior to commencing wastewater flow control activities.
- 4.10.2 Before any wastewater flow control equipment is installed the Contractor shall de-silt the segment of sewer to be bypassed while it is still under flow. Subsequent jetting and final cleaning before inspection or repair shall be undertaken while the segment of sewer is bypassed.
- 4.10.3 The Contractor is responsible for locating any existing utilities in the area the Contractor selects to locate the bypass pipelines. The Contractor shall locate his bypass pipelines to minimize any disturbances to existing utilities and shall obtain approval of the pipeline locations from the County Engineer. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.
- 4.10.4 During all wastewater flow control operations, the Contractor shall protect manholes and all local sewer lines from damage inflicted by any equipment. The Contractor shall be responsible for all physical damage to mainlines, manholes, and all local sewer lines caused by human or mechanical failure.
- 4.10.5 When wastewater flows at the upstream manhole of the manhole section being repaired are above the maximum allowable requirements for television inspection, or do not allow the proper sewer or manhole repair, the flows shall be reduced to the levels required by one of the following methods: plugging/blocking of the flows, or pumping/bypassing of the flows as approved by the County Engineer.
- 4.10.6 In some applications, the wastewater flow may be plugged and contained within the capacity of the collection system. This shall only be done when it has been determined, by the County

- Engineer, that the system can accommodate the surcharging without any adverse impact.
- 4.10.7 When existing sanitary sewers are required to be taken up, moved, or rebuilt, the Contractor, at his own expense, shall provide and maintain temporary outlets and connections for all private or public drains, sewers, and sewer outlets connected to or served by the sewers to be rebuilt, and where necessary, shall provide adequate pumping facilities; and shall maintain these services until such time as the permanent sewers and connections are built and in service at no cost to the County.
- 4.10.8 The Contractor shall use the existing easement for the flow diversion. It shall be the Contractor's option to lay diversionary pipe within the easement. The Contractor shall use ingenuity and skill to develop a flow diversion program. The program must keep the wastewater flowing without discharge or spills into the creek or on the ground. The Contractor shall seek and obtain inspection of each point repair before taking the diversion out of service and placing the newly laid section in service.
- 4.10.9 All pipe materials utilized in wastewater flow diversion during construction shall be in good condition, and free of defects, and leaks. Any defective material shall be replaced by the Contractor at no cost to the County. Upon completion of a specific project/work order, pipe materials shall be removed from the site of the Work.
- 4.10.10 The Contractor shall complete all wastewater flow control activities with the minimum sound level compatible with accepted industry standards for sound attenuated temporary pumping systems.
- 4.10.11 When pumps are operating, an experienced bypass/diversion pump maintenance operator, mechanic, and/or assistant shall continuously be on the site of the Work to monitor the operation of the entire bypass/diversion system. The operator, mechanic, and/or assistant shall comprehensively, methodically, and continuously:

4.10.11.1	Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.	
4.10.11.2	Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs, and all other flow control devices are working effectively and according to plan.	
4.10.11.3	Check the integrity of hoses and couplings along the entire bypass/diversion system.	
4.10.11.4	Monitor fuel tanks and top up as appropriate.	
4.10.11.5	Monitor lubrication levels and top up as necessary.	
4.10.11.6	Facilitate minor repairs as required.	
4.10.11.7	Report on potential problems arising.	
4.10.11.8	Inspect bypass-pumping system at least hourly to ensure that the system is working correctly.	
4.10.11.9	Maintain adequate supply of spare parts on site as required.	

4.11 DEPTH OF FLOW

4.11.1 In performing television inspection, joint testing, and joint sealing work, the Contractor shall control the depth of flow in the sewer within the following guidelines:

MAXIMUM PIPE FLOW DEPTH				
	TELEVISION INSPECTION		JOINT TESTING AND SEALING	
PIPE SIZE	% PIPE DIA.	PIPE SIZE	% PIPE DIA.	
12"-24"	10	15"-24"	30	
27" or larger	15	27" or larger	35	

- 4.11.2 When sewer line flows, as measured in the first manhole upstream of the sewer segment being inspected, televised, or tested exceed the maximum depth listed above or inspection of the complete pipe periphery is necessary for effective testing, sealing, or repair, the Contractor shall implement wastewater flow control as specified in this section following approval from the County Engineer.
- 4.11.3 In performing any other activities such as relining and pipe bursting etc., there shall be **NO** flow allowed in the sewer main unless otherwise approved by the County Engineer.

4.12 PLUGGING AND BLOCKING

4.12.1 The Contractor shall insert a sewer line plug into the line at a manhole upstream from the section being inspected or repaired. The plug shall be so designed that all or any portion of the operation flow can be released. During the inspection portion of the operation, flows shall be shut off or reduced to within the maximum flow limits specified. During repairs, the flows shall be shut off or pumped/bypassed, as approved by the County Engineer. Wastewater flow shall be restored to normal following completion of work within the subject manhole to manhole section.

4.13 PUMPING AND BYPASSING

- 4.13.1 When bypass pumping is required, a pump size shall be recommended by the Contractor and approved by the County Engineer. The Contractor shall supply the necessary pumps, conduits, and other equipment to divert the flow of wastewater around the manhole section in which the Work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of rainstorms. The Contractor shall be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. A "setup" consists of the necessary pumps, conduits, and other equipment required to divert the flow of wastewater around a manhole to manhole section, from the start to finish of work performed in the manhole to manhole section.
- 4.13.2 Wastewater shall be pumped directly into the nearest available downstream manhole, provided that the existing sewer has capacity to transport the flow. The Contractor shall be responsible for keeping the pumps running continuously twenty-four (24) hours a day if required, until the bypass operation is no longer required. The Contractor shall have standby pumps at all times.
- 4.13.3 Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling, and maintaining these pumps during the bypassing operations. If pumping is required on a twenty-four (24) hour basis, engines shall be equipped in a manner to keep noise to a minimum.

4.14 FLOW CONTROL PRECAUTIONS

- 4.14.1 Where the wastewater flow is blocked or plugged, the Contractor shall be responsible for taking sufficient precautions to protect public health. The sewer lines shall also be protected from damage. The following shall apply:
 - 4.14.1.1 No wastewater shall be allowed to back up into any homes or buildings.
 - 4.14.1.2 No interruption of water and sewer utilities users upstream of the inspection/repair area shall be allowed to occur.
 - 4.14.1.3 If any of the above occur or are expected to occur, the Contractor shall provide bypass pumping to alleviate one or all of the conditions. Additionally, the Contractor shall observe the conditions upstream of the plug and be prepared to immediately start bypass pumping, if needed.
- 4.14.2 Any sump pumps, bypass pumps, trash pumps, or any other type of pump which pulls wastewater or any type of material out of the manhole or sewer shall discharge the material into another manhole, or appropriate vehicle or container approved by the County Engineer. Under no circumstances shall this material be discharged, stored, or deposited on the ground, swale, road, or open environment.
- 4.14.3 The Contractor shall take appropriate steps to ensure that all pumps, piping, and hoses that carry raw wastewater are protected from traffic.
- 4.14.4 In the event, during any form of "Wastewater Flow Control," that raw wastewater is spilled, discharged, leaked, or otherwise deposited in the open environment, due to the Contractor's work, the Contractor shall be responsible for any cleanup of solids and stabilization of the area affected. This work shall be performed at the Contractor's expense with no additional cost to the County. The Contractor shall also be responsible for notifying the sewer system maintenance personnel and complying with any and all regulatory requirements for cleaning up the spill at no additional cost to the County. The Contractor shall be responsible for any fines assessed by regulatory agencies including the Georgia Environmental Protection Division (EPD).
- 4.14.5 During wastewater flow control operations, the Contractor shall take proper precautions to prevent damage to existing sanitary sewer facilities, flooding, or damage to public or private property.
- 4.14.6 The Contractor shall make repairs or replacements or rebuild such damaged section or sections of existing sewers, as directed by the County Engineer. All such repairs, replacements, and rebuilding shall be paid for by the Contractor.
- 4.14.7 The Contractor shall make such provisions as are necessary for handling all flows in existing sewers, connections, and manholes by pipes, flumes, or by other approved methods at all times, when his operations would, in any way, interfere with normal functioning of those facilities.
- 4.14.8 The Contractor shall be responsible for the removal of any debris and sedimentation in the existing sewers, laterals, and manholes, etc., which is attributable to the Work.
- 4.14.9 All operations shall be performed by the Contractor in strict accordance with OSHA and any applicable local safety requirements. Particular attention is directed to safety regulations for excavations and entering confined spaces.
- 4.14.10 It is the Contractor's responsibility to notify in writing any property owner having a sewer service connection being reconnected to the sanitary sewer that such work is being performed. The Contractor shall notify property owners forty-eight (48) hours prior to commencing service

reconnection. The Contractor shall be solely responsible for any damage caused by property service connection backups caused by his Work.

END OF SECTION

DEWATERING

Section 5.0

PART 1 - GENERAL

5.1 SECTIONS INCLUDED

- 5.2 References
- 5.3 Scope
- 5.4 Definitions
- 5.5 Job Conditions
- 5.6 Performance Requirements
- 5.7 Submittals
- 5.8 Measurement and Payment
- 5.9 Protection of Resources
- 5.10 Excavation / Trench Dewatering
- 5.11 Stream and Surface Water Diversion
- 5.12 Disposal of Water Removed from Excavations and Trenches

5.2 REFERENCES

5.2.1 Occupational Safety and Health Administration (OSHA) Regulations.

5.3 SCOPE

- 5.3.1 This section specifies the control, handling, and disposal of groundwater and surface water during construction. This work includes the installation, operation, and removal of all facilities required to maintain open excavations and trenches in a dewatered condition to permit unrestricted construction operations.
- 5.3.2 The Contractor shall be responsible for the stability of all temporary and permanent slopes, grades, trenches, foundations, materials, and structures during the course of the Work. The Contractor shall repair and replace all slopes, grades, foundations, materials, and structures damaged by water, both surface and subsurface, to the lines, grades, and conditions existing prior to the damage, at no additional cost to the County.
- 5.3.3 The Contractor shall construct all permanent work in areas free from water. The Contractor shall design, construct, and maintain all pumping systems, dikes, levees, cofferdams, and diversion and

drainage channels as necessary to maintain construction areas free from water and to protect the areas occupied by permanent work from water damage. The Contractor shall remove temporary work after it has served its purpose.

5.4 **DEFINITIONS**

- 5.4.1 Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations and disposing of removed water. The intent of dewatering is to increase stability of excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and provide suitable conditions for placement of backfill materials and construction of structures and other installations.
- 5.4.2 Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.

5.5 **JOB CONDITIONS**

5.5.1 Permits: Prior to discharging water into a storm sewer or waterway, the Contractor shall obtain all necessary permits from the jurisdictional agencies and submit a Notice of Intent to the Georgia Environmental Protection Division by certified return receipt mail at least forty-eight (48) hours prior to conducting any land disturbance activities.

5.5.2 Responsibilities:

- 5.5.2.1 The Contractor shall select and install a system to control water as specified in this section, and to comply with the requirements of the jurisdictional agencies.
- 5.5.2.2 The Contractor shall take measures to prevent damage to properties, buildings or structures, sewers and other utility installations, pavements, sidewalks, and the Work.
- 5.5.2.3 The Contractor shall not overload or obstruct existing facilities.
- 5.5.2.4 The Contractor shall modify the dewatering system at no additional cost to the County if after installation and while in operation it causes or threatens to cause damage to existing buildings, structures, utilities, facilities, or other adjoining property.
- 5.5.2.5 The Contractor shall monitor the quality of the discharge from the dewatering system to determine if soil particles are being removed by the system and install and maintain settling basins as required to control particle removal.
- 5.5.2.6 The Contractor shall measure and evaluate if movements are being caused to adjacent buildings, structures, utilities, facilities, or other adjoining properties by dewatering operations.
- 5.5.2.7 The Contractor shall repair damage, disruption, or interference resulting directly or indirectly from dewatering operations at no additional cost to the County and to the County Engineer's approval.
- 5.5.2.8. The Contractor shall submit plans and details for the protection of the Work where applicable. These plans shall include details of bulkheads, pumping facilities, dikes, and drainage.

5.6 PERFORMANCE REQUIREMENTS

- 5.6.1 The Contractor shall provide a dewatering system to produce the following results:
 - 5.6.1.1 Effectively reduce the hydrostatic pressure affecting excavations.
 - 5.6.1.2 Develop a substantially dry and stable subgrade for subsequent construction operations.
 - 5.6.1.3 Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.
 - 5.6.1.4 Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata
 - 5.6.1.5 Maintain stability of sides and bottom of excavations.
- 5.6.2 The Contractor shall provide drainage of seepage water, surface water, and water from any other source entering the excavation. Dewatering of excavations and trenches may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.
- 5.6.3 The Contractor shall provide ditches, berms, pumps, and other methods necessary to divert and drain surface water from excavations and other Work areas.
- 5.6.4 The Contractor shall locate groundwater and surface water control and dewatering systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.
- 5.6.5 The Contractor shall assume sole responsibility for the dewatering system and for any loss or damage resulting from partial or complete failure of protective measures and any settlement, or resultant damage caused by the dewatering operations. The Contractor shall modify dewatering system if it causes or threatens to cause damage to new construction, existing improvements within the site of the Work, adjacent properties, or adjacent water wells. The Contractor shall repair damage caused by the dewatering system or damage resulting from failure of the dewatering system to protect properties as required.

5.7 SUBMITTALS

- 5.7.1 The Contractor shall submit a dewatering plan to the County Engineer prior to commencing Work. The dewatering plan shall be submitted for each site where required and include the following:
 - 5.7.1.1 A description of the proposed dewatering system indicating arrangement, location, depth, and capacities of system components, installation details, and operation and maintenance procedures.
 - 5.7.1.2 Design calculations (if any).
 - 5.7.1.3 Standby equipment and power supply.
 - 5.7.1.4 Location and size of berms, dikes, settling basins, sumps, and discharge items.
 - 5.7.1.5 Pollution control facilities.
 - 5.7.1.6 Discharge locations.

- 5.7.1.7 Surface water control and drainage installations.
- 5.7.1.8 Proposed methods and locations for disposing of removed water.
- 5.7.1.9 Copies of all permits required to discharge water removed from construction areas.
- 5.7.2 Working drawings and supporting documents shall be revised and resubmitted to the County Engineer if the dewatering system is modified during installation or during operation.

5.8 MEASUREMENT AND PAYMENT

5.8.1 Dewatering shall be considered an incidental part of the Work and no separate measurement and payment will be made.

PART 2 - EXECUTION

5.9 PROTECTION OF RESOURCES

5.9.1. Construction operations shall be planned and conducted in such a manner so as to prevent adverse impact on streams, lakes, and reservoirs with sediment or other harmful material used in the construction of the project. The Contractor shall comply with all regulations of the Environmental Protection Agency (EPA), the Georgia Department of Natural Resources, Environmental Protection Division (EPD), and the Georgia Department of Transportation.

5.10 EXCAVATIONS/TRENCH DEWATERING

- 5.10.1 Dewatering shall include removal of all liquid, regardless of source, from excavations and trenches. The Contractor shall provide an adequate dewatering system for all excavations and trenches. The dewatering system shall be capable of removing any water that accumulates in excavations and trenches and maintain the excavation and trench in a dry condition while construction is in progress. The area excavated at any time shall be limited to that which can be properly dewatered by the equipment or system in use.
- 5.10.2 The Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. If, in the opinion of the County Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the County Engineer may order the Contractor to excavate below grade and place not less than six (6) inches of graded crushed stone fill material over the trench bottom to form french drains to suitably locate sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's expense, and shall be of such depth that there shall be no water in bell holes at the time of coupling the pipe.
- 5.10.3 The Contractor shall provide and maintain ditches of adequate size to collect surface water and seepage which may enter the excavations and divert the water into a sump so that it can be drained or pumped into drainage channels and settling basins prior to discharge to storm sewers if approved by the County Engineer and the jurisdictional agency concerned.
- 5.10.4 The Contractor shall install all drainage ditches, sumps, and pumps to control excessive seepage on excavated slopes, to drain isolated zones with perched water tables and to drain impervious surfaces at final excavation elevation.

- 5.10.5 The Contractor shall perform dewatering operations by means which will insure dry excavations, preserve final lines and grades, and not disturb or displace adjacent soil.
- 5.10.6 Excavations shall be continuously dewatered to maintain a ground water level no higher than two (2) feet below the lowest point in the excavation. Dewatering shall be accomplished well enough in advance of excavation to ensure that groundwater is already lowered prior to completing the final excavation to finish subgrade.
- 5.10.7 All destabilized subgrade conditions caused by inadequate or untimely dewatering operations shall be undercut and backfilled with suitable backfill material at no additional cost to the County.
- 5.10.8. The Contractor shall install settling basins or other approved apparatus as required to control the amount of fine particles and other pollutants which may be carried by water diverted into storm sewers or flowing off the site of the Work.
- 5.10.9. Should a storm sewer become blocked or have its capacity restricted due to the dewatering operations, the Contractor shall make arrangements with the jurisdictional agency for the cleaning of the sewer and appurtenances at no additional cost to the County.
- 5.10.10. The Contractor shall backfill drainage ditches, sumps, and settling basins when no longer required, with granular material, concrete, or other material as approved by the County Engineer.

5.11 STREAM AND SURFACE WATER DIVERSION

- 5.11.1 The Contractor shall use all practical means such as ditches, berms, dikes, sand bags, hay bales, or other methods, approved by the County Engineer, to prevent surface water from entering excavations. The diversion of surface water shall be performed in a manner that will prevent the accumulation of water around structures or any other locations within the site of the Work where it may be detrimental.
 - 5.11.1.1 The Contractor shall intercept and divert surface drainage away from the excavations, by the use of dikes, curb walls, ditches, pipes, sumps, or other means.
 - 5.11.1.2 The Contractor shall design surface drainage systems so that they do not cause erosion on or off the site or cause unwanted flow of water.
 - 5.11.1.3 The Contractor shall remove the surface drainage system when no longer required.
 - 5.11.1.4 The Contractor shall remove debris and restore the site or sites to original condition.
- 5.11.2 If stream diversion or relocation around the site of the Work is required, the Contractor shall return the stream to its original location and contours. Slopes in stream relocations shall be seeded above the waterline.

5.12 DISPOSAL OF WATER REMOVED FROM EXCAVATIONS AND TRENCHES

- 5.12.1 The Contractor shall dispose of water from the Work in accordance with the regulations established by the Environmental Protection Agency (EPA), the Georgia Environmental Protection Division (EPD), and in a manner approved by the County Engineer.
- 5.12.2 The Contractor shall dispose of the water resulting from dewatering operations in a manner that will not damage or interfere with the normal drainage of the site of the Work. In addition, the

- Contractor shall protect from damage any portion of the Work completed or in progress, surfaces of streets, and private property.
- 5.12.3 All gutters, drains, culverts, storm sewers, and inlets around the site of the Work shall be kept clean and open for normal surface drainage.
- 5.12.4 The Contractor shall not direct water across or over pavement except by methods approved by the County Engineer. Water shall not be drained into Work under construction.
- 5.12.5 Water removed from excavations and discharged into streams shall be filtered through granular material prior to pumping or through hay bales and siltation fabric after pumping, or both, if required by the County Engineer. Discharges into streams shall be conducted in accordance with regulations established by the Environmental Protection Agency (EPA) and the Georgia Department of Natural Resources, Environmental Protection Division (EPD).

END OF SECTION