



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**24ITB091324K-CRB(B)**

**2025 Standby Miscellaneous Construction Wastewater  
System Services**

**For**

**Public Works Department**

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

OWNER:

CONTRACTOR:

Wade Coots Company, Inc.

**FULTON COUNTY, GEORGIA**

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox      Attest      ☒ Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier  
Interim Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

Signed by:

Dennal Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark      Director  
Public works

DocuSigned by:

W. Greg Coots

W. Greg Coots      vice President

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Mark Sutton

Notary Public

County: Floyd

Commission Expires: April 8th, 2025  
Signed by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

☒ RM

ITEM#: _____	RCS: _____	ITEM#: 25-0031B	RM: 01/08/2025
<b>RECESS MEETING</b>		<b>REGULAR MEETING</b>	



Insurance Certificate to be attached



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 404-633-4321 <b>FAX (A/C, No):</b> 404-633-1312 <b>E-MAIL ADDRESS:</b> certs@yatesins.com														
<b>INSURED</b> Wade Coots Co., Inc. 174 Duncan Circle Hiram GA 30141	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Illinois Union Insurance Company</td> <td style="text-align: center;">27960</td> </tr> <tr> <td><b>INSURER B:</b> Monroe Guaranty Insurance Company</td> <td style="text-align: center;">32506</td> </tr> <tr> <td><b>INSURER C:</b> National Trust Insurance Company</td> <td style="text-align: center;">20141</td> </tr> <tr> <td><b>INSURER D:</b> FCCI Insurance Company</td> <td style="text-align: center;">10178</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Illinois Union Insurance Company	27960	<b>INSURER B:</b> Monroe Guaranty Insurance Company	32506	<b>INSURER C:</b> National Trust Insurance Company	20141	<b>INSURER D:</b> FCCI Insurance Company	10178	<b>INSURER E:</b>		<b>INSURER F:</b>	
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**COVERAGES****CERTIFICATE NUMBER:** 1303793431**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE  <input checked="" type="checkbox"/> OCCUR              GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC            OTHER:         </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div>	Y	Y	CPP100049281	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY  <input checked="" type="checkbox"/> HIRED AUTOS ONLY         </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div>	Y	Y	CA100003783	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	UMB100015831	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	WC0100058632	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability	Y	Y	CPYG28174329 009	7/1/2024	7/1/2025	\$10,000 Ded \$1,000 Occ/Agg
B	Leased/Rented Equipment	Y	Y	CPP100049281	7/1/2024	7/1/2025	\$250,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Subject to policy terms, conditions, forms, and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for Ongoing & Completed Operations and Automobile Liability; Blanket Primary and Non-Contributory in regards to General Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability and Workers Compensation. Per Project Aggregate applies to the General Liability. Umbrella is subject to policy limits, forms, terms, conditions, and exclusions.

FORMS:  
 CGL088 (02/21) First Choice Contractors Liability Endorsement  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government  
 Department of Purchasing and Contract Compliance  
 130 Peachtree Street SW, Suite 1168  
 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Yates, LLC		NAMED INSURED Wade Coots Co., Inc. 174 Duncan Circle Hiram GA 30141
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CGL084 (02/21) Additional Insured-Owners Lessees or Contractors-Automatic Status When Required In Construction Agreement With You-Ongoing Operations And Products-Completed Operations  
CG2033 (12/19) Additional Insured-Owners, Lessees Or Contractors-Automatic Status When Required In Construction Agreement  
CAU003 (10/22) Auto Advantage Coverage Endorsement  
MAN-AU (01/02) Blanket Waiver  
WC000313 (04/84) Waiver Of Our Right To Recover From Others Endorsement  
1UNCUM 9549 (09/16) Schedule of Underlying Insurance  
CU0001 (04/13) Commercial Liability Umbrella Coverage Form

Project: # 21ITB081321-K-CRB -- Standby Sewer Contract  
Entity: Georgia Power Company is listed as additional insured in regards to General Liability as required by written contract



## CONTRACT AGREEMENT

Contractor: **Wade Coots Company, Inc.**

Contract No.: **24ITB091324K-CRB; 2025 Standby Miscellaneous Construction Wastewater System Services**

Address: **174 Duncan Circle**  
City, State **Hiram, Georgia, 30141**

Telephone: **770.206.0784**

Email: **mark.sutton@wadecootscompany.com**

Contact: **W. Greg Coots**  
**Vice President**

This Agreement made and entered into effective the 8<sup>th</sup> day of January, **2025** by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Wade Coots Company, Inc.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its **Public Works Department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform **24ITB091324K-CRB; 2025 Standby Miscellaneous Construction Wastewater System Services**, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;

X. Exhibit H: Payment & Performance Bonds (not applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **January 8, 2025; BOC Item#25-0031.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to provide all labor, equipment, and materials necessary for the construction, installation, and emergency repair of miscellaneous wastewater mains, wastewater service lines, and other required improvements to the wastewater collection system with Fulton County. The work shall be in conformance with the contract documents, drawings, and Fulton County Standards and Specifications. Being this is a miscellaneous contract; the location of the work will be in various locations throughout Fulton County. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of

said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

#### ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

#### ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

#### ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

##### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the 1<sup>st</sup> Day of January in the year 2025, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2026 and shall end no later than the 31<sup>st</sup> day of December, 2026. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2027 and shall end no later than the 31<sup>st</sup> day of December, 2027. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 9. COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed 3,600,000.00 (Three Million, Six Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

#### ARTICLE 10. **PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

#### ARTICLE 11. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to

imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

**18.1 Non-Professional Services Indemnification.** Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others

working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

**18.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.



#### **18.4 Separate Counsel.**

**18.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**18.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

#### **ARTICLE 19. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

## ARTICLE 21. **PROHIBITED INTEREST**

### Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

### Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

## ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

#### ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Public Works, Water Reclamation & Wastewater Division  
141 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-612-2804  
Email: David.Clark@fultoncountyga.gov  
Attention: David Clark

**With a copy to:**

Department of Purchasing & Contract Compliance  
Chief Purchasing Agent  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: felicia.strong-whitaker@fultoncountyga.gov  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Wade Coots Company, Inc.  
174 Duncan Circle  
Hiram, Georgia, 30141  
Telephone: 770.206.0784  
Email: mark.sutton@wadecootscompany.com  
Attention: Mark Sutton

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

### ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, 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, creed, color, sex or national origin; Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

### ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

### ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month.

Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-?(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department - Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions

stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### ARTICLE 35. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

#### ARTICLE 36. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 37. **WAGE CLAUSE**

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



## **ADDENDA**

**Addendum 1 Notes:**

1. In '**Section 2 – Bid Form**', the title for line item #'s 28-30 that read, '**12-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17**' has been removed and replaced with an updated title that reads '**10-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17**'.
2. In '**Section 2 – Bid Form**', the title for line item #'s 31-33 that read, '**12-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17**' has been removed and replaced with an updated title that reads '**12-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17**'.
3. In line item #122, Linear Feet (L.F.) has been added to the unit column.
4. In '**Section 9 – Special Conditions**' the Not Applicable designation has been changed to applicable. See '**Special Conditions**' attachment in this addendum.

18-INCH PVC GRAVITY SEWER (C900 OR BETTER)					
16.	0.0 – 6.0 Foot Depth	200	L.F.		\$ -
17.	6.1 – 12.0 Foot Depth	50	L.F.		\$ -
18.	12.1 – 24.0 Foot Depth	50	L.F.		\$ -
24-INCH PVC GRAVITY SEWER (C900 OR BETTER)					
19.	0.0 – 6.0 Foot Depth	200	L.F.		\$ -
20.	6.1 – 12.0 Foot Depth	50	L.F.		\$ -
21.	12.1 – 24.0 Foot Depth	50	L.F.		\$ -
30-INCH PVC GRAVITY SEWER (C900 OR BETTER)					
22.	0.0 – 6.0 Foot Depth	200	L.F.		\$ -
23.	6.1 – 12.0 Foot Depth	50	L.F.		\$ -
24.	12.1 – 24.0 Foot Depth	50	L.F.		\$ -
8-INCH HDPE GRAVITY/FORCED MAIN SEWER					
25.	0.0 – 6.0 Foot Depth	200	L.F.		\$ -
26.	6.1 – 12.0 Foot Depth	50	L.F.		\$ -
27.	12.1 – 24.0 Foot Depth	50	L.F.		\$ -
10-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17					
28.	0.0 – 6.0 Foot Depth	200	L.F.		\$ -
29.	6.1 – 12.0 Foot Depth	50	L.F.		\$ -
30.	12.1 – 24.0 Foot Depth	50	L.F.		\$ -
12-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17					
31.	0.0 – 6.0 Foot Depth	100	L.F.		\$ -
32.	6.1 – 12.0 Foot Depth	50	L.F.		\$ -
33.	12.1 – 24.0 Foot Depth	50	L.F.		\$ -

111.	8-inch Inside Drop Connection	10	Each		\$ -
112.	8-inch Outside Drop Connection	10	Each		\$ -
113.	8-inch Core and Boot	10	Each		\$ -
114.	10-inch Core and Boot	10	Each		\$ -
115.	12-inch Core and Boot	10	Each		\$ -
<b>BORE AND JACK CASING (Section 1.08)</b>					
116.	16-Inch Steel Casing With 8-Inch pvc Carrier Pipe	10	L.F.		\$ -
117.	18-Inch Steel Casing With 10-Inch DIP Carrier Pipe	10	L.F.		\$ -
118.	20-Inch Steel Casing With 12-Inch DIP Carrier Pipe	10	L.F.		\$ -
<b>STORM DRAIN PIPE (Section 1.09)</b>					
119.	15-Inch RCP	20	L.F.		\$ -
120.	15-Inch CMP	20	L.F.		\$ -
121.	18-Inch RCP	20	L.F.		\$ -
122.	18-Inch CMP	20	L.F.		\$ -
123.	24-Inch RCP	10	L.F.		\$ -
124.	24-Inch CMP	20	L.F.		\$ -
125.	30-inch RCP	20	L.F.		\$ -
126.	30-inch CMP	20	L.F.		\$ -
127.	15-inch to 30-inch Precast Concrete Headwall	20	Each		\$ -
128.	Remove and Reset Existing 15-inch to 30- inch Storm Drain Pipe	20	LF		\$ -
129.	Remove and Reset Existing 15-inch to 30- inch Headwall	10	Each		\$ -
<b>EROSION AND SEDIMENTATION CONTROL (Section 1.10)</b>					
130.	Construction Exits	5	Each		\$ -
131.	Reinforced Silt Fence (Type S)	20	L.F.		\$ -

Questions & Answers - 1

Project

24ITB091324K-CRB - Standby Miscellaneous Construction Wastewater System Services

Buying Organization

Fulton County Government

No	Question/Answer	Question Date
Q1	<p><b>Question: Sol Questions</b></p> <ul style="list-style-type: none"><li>•Section 2 Bid Form: What is the difference between item 28 and 31 (12-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17 0.0 – 6.0 Foot Depth)?</li><li>•Section 2 Bid Form: What is the difference between item 29 and 32 (12-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17 6.1 –12.0 Foot Depth)?</li><li>•Section 2 Bid Form: What is the difference between item 30 and 33 (12-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17 12.1 –24.0 Foot Depth)?</li><li>•Section 2 Bid Form: Just to confirm, the unit of measurement for item 122 (STORM DRAIN PIPE 18-Inch CMP) is LF? In the current bid form the unit is missing.</li></ul> <p><b>Answer:</b> Answers provided in Addendum 1 attachments.</p>	10/16/2024

WCC - ORIGINAL

ADDENDUM



**Date:** October 24, 2024

**Project Number:** 24ITB091324K-CRB

**Project Title:** 2025 Standby Miscellaneous Construction Wastewater System  
Services

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

**ADDENDUM NO. 1**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 30<sup>th</sup> day of OCTOBER, 2024.

WADE COSTS COMPANY, INC.  
Legal Name of Bidder/Proposer

[Signature]  
Signature of Authorized Representative

VICE-PRESIDENT  
Title

**EXHIBIT A**  
**GENERAL CONDITIONS**

### **00700-1 FAMILIARITY WITH SITE**

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

### **00700-2 CONTRACT DOCUMENTS**

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

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

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

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

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

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

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

#### **Drawings and Specifications:**

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the



Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

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

### **00700-3 DEFINITIONS**

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

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

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

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Code Section 102-420 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager - shall mean the individual designated in writing, by the Public Works Department as the Construction Manager.

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

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

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

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

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

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

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

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

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

Liquidated Damages - shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

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

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

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

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

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

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

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

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

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

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

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

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

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

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

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

#### **00700-9 TAXES**

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

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

#### **00700-10 DELINQUENT CONTRACTORS**

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

#### **00700-11 LIEN WAIVERS**

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

#### **00700-12 MEASUREMENT**

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

#### **00700-13 ASSIGNMENT**

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

#### **00700-14 FOREIGN CONTRACTORS**

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

#### **00700-15 INDEMNIFICATION**

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

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

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

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

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

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

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

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

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

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

performance of the contract by reason of any dispute as to damages with any other contractor or third party.

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

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

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

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

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

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

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

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

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

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within

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

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

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

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

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

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

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

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

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

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials,

equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

#### **00700-20 DISCIPLINE ON WORK SITE**

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

#### **00700-21 HOURS OF OPERATION**

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

#### **00700-22 FAMILIARITY WITH WORK CONDITIONS**

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

#### **00700-23 RIGHT OF ENTRY**

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



## **00700-24 NOTICES**

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

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

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

## **00700-25 SAFETY**

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

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

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

### **B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS**

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

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

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

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.

2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

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

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

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

G. SUSPENSION OF THE WORK

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

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

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

**00700-26 BLASTING AND EXCAVATION**

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

### **00700-27 HIGH VOLTAGE LINES**

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

### **00700-28 SCAFFOLDING AND STAGING**

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

### **00700-29 CLEAN-UP**

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

### **00700-30 PROTECTION OF WORK**

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

### **00700-31 REJECTED WORK**

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

### **00700-32 DEFECTIVE WORK**

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

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

### **00700-33 WARRANTY OF NEW MATERIALS**

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work

will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

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

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

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

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

#### **00700-36 WARRANTIES IMPLIED BY LAW**

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

#### **00700-37 STOP WORK ORDERS**

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

#### **00700-38 TERMINATION FOR CAUSE**

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

Upon completion of the work, the County shall determine in its sole discretion whether the Contractor is due any compensation for those services the Contractor performed prior to the termination to the satisfaction of the County ("Unpaid Satisfactory Work"), and shall compensate Contractor for the same. The County shall further determine in its sole discretion whether the County's completion of the work was made more costly as a result of failures, acts, or omissions of the Contractor, and if so, shall deduct such amounts ("Overages") from any amounts that may

be due to the Contractor. In the event that the Overages exceed the Unpaid Satisfactory Work, the Contractor shall immediately pay the difference to the County on demand. These obligations for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

#### **00700-39 TERMINATION FOR CONVENIENCE**

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the termination shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated by the County through the Termination for Cause provisions due to a claim of default by the Contractor, and it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a Termination for Convenience pursuant to this paragraph and administered according to the provisions related to Termination for Convenience set out in this Contract.

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

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

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

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

#### **00700-42 COST TO CURE**

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

#### **00700-43 ATTORNEY'S FEES**

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

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

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

1. Stop work under the contract on the date and to the extent specified in the notice of termination;

2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Unless otherwise directed by the Construction Manager, terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
  - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
  - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

#### **00700-45 RECORDS**

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

#### **00700-46 DEDUCTIONS**

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

#### **00700-47 REIMBURSEMENT OF THE COUNTY**

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

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

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

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

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

#### **00700-50 TIME OF THE ESSENCE**

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



### **00700-51 IMPACT DAMAGES**

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

### **00700-52 DELAY**

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

### **00700-53 INCLEMENT WEATHER**

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

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

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

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

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

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

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

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

#### **00700-57 DILIGENCE**

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

#### **00700-58 SET-OFFS**

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

#### **00700-59 REMEDIES CUMULATIVE**

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

#### **00700-60 TITLE TO MATERIALS**

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

#### **00700-61 INSPECTION OF MATERIALS**

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

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

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

#### **00700-63 MATERIALS INCORPORATED IN WORK**

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

#### **00700-64 STORAGE OF MATERIALS**

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

#### **00700-65 PAYROLL REPORTS**

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

#### **00700-66 CONTRACTORS' REPRESENTATIVE**

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

#### **00700-67 SPECIALTY SUB-CONTRACTORS**

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

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

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

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

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

#### **00700-70 SCHEDULING OF THE WORK**

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

#### **00700-71 PROGRESS ESTIMATES**

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or

tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

#### **00700-72 PROGRESS PAYMENTS**

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

#### **00700-73 TIME OF PAYMENT**

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

**Submittal of Invoices:** Invoices shall be submitted as follows:

#### **Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

#### **Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed

- e. A written report of the total value of work performed and materials and equipment obtained to the date of submission
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
  - b. Department Representative Name

#### **00700-74 RETAINAGE**

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

#### **00700-75 PAYMENT OF SUBCONTRACTORS**

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

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

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

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

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

#### **00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

#### **00700-79 JOINT PAYMENTS**

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

#### **00700-80 RIGHT TO WITHHOLD PAYMENT**

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

#### **00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

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

#### **00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

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

#### **00700-83 COMMENCEMENT OF WARRANTIES**

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

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

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

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no

interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

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

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

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

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

#### **00700-86 GOVERNING LAW**

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

#### **00700-87 CHANGES IN THE WORK**

##### **A. CHANGE ORDERS**

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Code Section 102-420. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
  - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
  - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:
  - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation



insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.

- b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
        - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
  - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
  - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
  - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
  - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
  - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

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

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract

Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

#### C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.
2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D

below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Fulton County Code Section 102-420.

**D. MINOR CHANGES IN THE WORK**

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

**E. BONDS**

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

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

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

**00700-89 NO WAIVER OF REMEDIES**

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

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

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

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

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

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

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

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

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**EXHIBIT B**  
**SPECIAL CONDITIONS**



**Note:**

The contractor shall furnish the county with a detailed breakdown of Bypass Cost to include the following: setup cost, number of days(based on 7days), pump watch, rental rates and Breakdown cost.

**EXHIBIT C**  
**SCOPE OF WORK**

## **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

The Project consists of the following major elements: providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of miscellaneous wastewater mains, wastewater service lines, and other required improvements to the wastewater collection system with Fulton County. The work shall be in conformance with the contract documents, drawings, and Fulton County Standards and Specifications. Being this is a miscellaneous contract; the location of the work will be in various locations throughout Fulton County. The detailed scope of work and technical specifications is outlined in the Division of Work Section 01010, Summary of Work of this bid document.

The Owner reserves the right to alter the quantities and scope of work to be performed at any time when and as found necessary. The Contractor shall perform the work as altered, increased, or decreased. Payment for such increased or decreased quantities and scope shall be made in accordance with contract documents. No allowance will be made for any change in anticipated profits, nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract of Bonds.

**END OF SECTION**

## **SECTION 01010**

### **SUMMARY OF WORK**

#### **Part 1 General**

##### **1.01 Description**

A. The work will consist of providing all labor, equipment and materials necessary for the construction, installation, and emergency repair of miscellaneous sewer mains, wastewater service lines, and other required improvements to the wastewater collection system within Fulton County. The work includes providing an emergency sewer main repair crew on an as needed basis. All work shall be in conformance with the contract documents, drawings and Fulton County Standards and Specifications. Being this is a miscellaneous standby contract; the location of the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed for that individual project. This work may include sanitary sewer repairs on pipelines and items not listed on the Bid Form. This work will be negotiated with the standby contractor.

##### **1.02 Project Location**

The projects will be located at various locations throughout Fulton County, GA.

##### **1.03 Quantities**

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased, or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits, nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

##### **1.04 Partial Owner Occupancy**

The existing facilities to which these improvements are being made will continue operation during the period of construction.

##### **1.03 Coordination of Work**

- A. The Contractor shall coordinate the work with third parties (such as power, natural gas, or telephone companies) in areas where such parties may have rights to underground property or facilities.

- B.** The Contractor shall request from involved third party's maps or other descriptive information as to the nature and location of such underground facilities or property. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.
- C.** The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures whether or not the utility has been located by the owner. The Contractor shall contact the utility owners and the individual property owners for the location of the utilities within the area of Work.
- D.** The Contractor shall coordinate the work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired and provided by the Owner.

END OF SECTION

## **SECTION 01016**

### **OCCUPANCY**

#### **Part 1 General**

##### **1.01 Partial Occupancy by Owner**

Whenever, in the opinion of the Project Manager, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of the Project Manager and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the Work so put into use shall be performed by the Contractor at Contractor's own expense.

END OF SECTION

## **SECTION 01025**

### **MEASUREMENT AND PAYMENT**

#### **Part 1 General**

##### **1.01 Scope**

- A.** The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid. The Project Manager will clarify all contradictions.
- B.** Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C.** Work includes furnishing all labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.

##### **1.02 Descriptions**

- A.** Measurement of an item of work will be by the unit indicated in the Bid. Work performed for items not included in the Bid shall be paid in accordance with Section 8, 00700-87.
- B.** Final payment quantities shall be determined from actual quantities installed and measured in the field.
- C.** Payment for an item of work includes all necessary and incidental related work required to complete the Work, whether specified or not.
- D.** Unless otherwise stated in individual sections of the Specifications or in the Bid, or as approved in writing by the Project Manager before beginning the Work, no separate payment will be made for any item of work, materials, parts, equipment,

supplies or related items required to perform and complete the Work. The costs for all such items required shall be included in the price bid for item of which it is a part. In the event that the Project Manager requests Work that is agreed by both the Project Manager and the Contractor as not included in the Bid, that item of work will be paid in accordance with Section 8, 00700-87.

- E.** Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.
- F.** “Products” shall mean materials or equipment permanently incorporated into the work.
- G.** “Provide” shall mean furnish and install.

### **1.03 Non-Payments**

- A.** No separate payment shall be made for the restoration of developed property and the cost shall be included in the overall prices for the execution of the work unless specifically noted otherwise.
- B.** No separate payment shall be made for excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, repair of damaged properties. All testing required for the execution of the work shall be done as part of the price for the item involved.
- C.** No separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up of staging area except as indicated below. Payment for these items shall be part of the unit price bid for each item of work.
- D.** No separate payment shall be made for providing detail surveys needed for construction. The Contractor shall be responsible in providing further survey necessary to complete the Work. The Contractor shall carefully preserve the established points, and in case of willful or careless destruction, the Contractor shall be responsible for the costs of reestablishing the benchmarks, reference points and stakes.

### **1.04 Contractor Mobilization**

All costs associated with mobilization of all required resources, a one-time cost for each non-emergency project assigned by the Owner, shall be included in the



unit prices bid for CONTRACTOR MOBILIZATION, based on the project sizes listed in the Bid.

## **1.05 Sewers and Accessories**

### **A. Existing Utilities and Obstructions**

- 1.** Horizontal Conflict: Payments for conflicts with existing utilities shall be made only where additional manholes, fittings, and/or additional lengths of pipe are approved by the Project Manager. Said payment shall be made at the unit prices in the Bid. No other payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance or relocation of existing utilities, mains or services or changing the horizontal alignment of the sewer.
- 2.** Vertical Conflict: Where authorized by the Project Manager, payment for additional depth of cut required to avoid vertical conflicts shall be made at the unit prices bid for sewer line. No payment will be made for relocation of existing utilities except as authorized by the Project Manager.

### **B. Location and Grade: No separate payment shall be made for survey work performed by or for the Contractor in the establishment of reference points, benchmarks, cut sheets, limits of right of way or easement, including their restoration, as well as centerline or baseline points.**

### **C. Construction along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways, except as authorized by the Project Manager.**

### **D. Ductile Iron Pipe/PVC/HDPE Gravity/Force main Sewer**

- 1.** Payment for Ductile Iron Pipe/PVC /HDPE gravity sewer shall be made at the unit price bid for GRAVITY SEWER, for the quantity and type provided at the appropriate depth. Payment will be made at the one-unit price for the actual depth of the sewer line.
- 2.** Measurement for payment at the unit price for GRAVITY SEWER shall be made along the centerline of the pipe, through fittings, from inside face of structure wall penetrated to inside face of structure wall penetrated. Depth of cut shall be measured from pipe invert to ground level at pipe centerline. Cut sheets prepared by the Contractor and approved by the Project Manager shall be the basis for payment.
- 3.** The unit price bid for GRAVITY SEWER shall include all costs for installation of the sewer as required including, but not limited to, materials, labor, excavation, dewatering, shoring, bedding, haunching, backfill,

compaction, clean-up, testing, bypass pumping, traffic control, and all other related items not listed as separate items in the Bid.

4. Payment for pipe INSTALLED IN STEEL CASING will be made in addition to payment for gravity sewer installed at the appropriate depth. The unit price bid for pipe INSTALLED IN STEEL CASING shall include all additional costs associated with providing the appropriate size steel casing pipe, spacers, grout, brick, as required for the complete installation of pipe in casing via open-cut installation. All costs associated with installation of the sewer line, including excavation, dewatering, etc. shall be included in the unit price bid for GRAVITY SEWER.
5. No payment shall be made for sections of pipe which are not installed.
6. No additional payment shall be made for replacement of defective materials.
7. No additional payment will be made for maintaining or stopping flow while placing the new sewer in service.
8. No payment shall be made for sections of pipe which have not passed required tests, or if the area has not been cleaned up to the satisfaction of the Project Manager.
9. No separate payment will be made for cutting and beveling pipe.
10. The cost of all fittings shall be included in the price bid for pipe.

**E. Clean up and testing:**

No separate payment shall be made for clean-up and testing.

**F. Pipe Bursting (HDPE DR17)**

1. Measurement for payment at the unit price for PIPE BURSTING shall be made along the centerline of the pipe from inside face of structure wall penetrated to inside face of structure wall penetrated.
2. No separate payment shall be made for launch pits or receiving pit.

**G. HDPE Pipe Lining (HDPE DR17) Measurement for payment at the unit price for HDPE PIPE LINING shall be made along the centerline of the pipe from inside face of structure wall penetrated to inside face of structure wall penetrated.**

**H. CURED-IN-PLACE Lining UV (USE SEARTEX OR BETTER) Measurement for payment at the unit price for CURED-IN-PLACE LINING shall be made**

along the centerline of the pipe from inside face of structure wall penetrated to inside face of structure wall penetrated. No payment shall be made for "down-tube" or dry felt used in conjunction with an inversion.

- I.** Sewer Cleaning No payment shall be made for normal cleaning of sewers as Defined in Section 02731, paragraph 3.04 I
- J.** Manhole Rehabilitation Measurement for payment at the unit price for MANHOLE REHABILITATION shall be made from the invert to the base of the manhole frame for each method of rehabilitation bid at the price for the depth range listed.

#### **1.06 Sewer Service Connections**

- A.** The unit price bid for 6-INCH DIP/PVC SEWER SERVICE CONNECTIONS shall include all costs associated with installing a service connection as listed in the Bid including, but not limited to, all materials, labor, tools, excavation, backfill, compaction, manhole coring, grouting, manhole boot, fittings including wye or tee, and all incidental items required for a complete installation. No additional payment will be made for plugging the fitting or for cutting an existing sewer pipe to locate the fitting.
- B.** Measurement for payment for service connections will be made along the centerline of the pipe, through fittings, from centerline of manhole or pipe to the inside face of the clean-out box.
- C.** The unit price bid for CLEAN-OUT ASSEMBLY shall include, but is not limited to, all materials, labor, tools, fittings, vertical pipe, cleanout, cast iron box and cover, and all incidental items as required to provide a complete clean-out assembly.
- D.** Payment for re-establishing sewer service connections shall be made under the unit prices bid for SERVICE LINE RECONNECTIONS.

#### **1.07 Precast Concrete Manholes and Accessories**

- A.** The unit price bid for 4-FOOT DIAMETER PRECAST MANHOLES, at the depths listed in the Bid, shall include all costs associated with construction of a complete manhole on a new sewer line, including excavation, shoring, dewatering, backfilling, compaction, crushed stone bedding, concrete slab, precast base, riser sections, cone or flat top, coring, rubber boots, grouting, sleeves, concrete, invert, mastic sealant, brickwork, mortar, connection of pipes to the manhole, vacuum testing, and all incidental items required to complete the installation.

- B.** The unit price bid for 4-FOOT DIAMETER DOGHOUSE MANHOLES, at the depths listed in the Bid, shall include all costs associated with construction of a complete manhole on an existing sewer line, including excavation, shoring, dewatering, backfilling, compaction, crushed stone bedding, concrete slab, base, riser sections, cone or flat top, coring, rubber boots, grouting, concrete, invert, diversion of flow, cutting existing pipe, connecting pipes to manhole, mastic sealant, brickwork, mortar, vacuum testing, and all incidental items required to complete the installation.
- C.** Measurement for payment at the unit price for MANHOLES shall be made from the invert to the top of the top section. Payment for manholes shall be made at the unit price bid for MANHOLES, for the type provided at the appropriate depth. Payment will be made at the one-unit price for the actual depth of the manhole.

**D. Manhole Accessories**

The unit price bid for MANHOLE RING AND COVER shall include the cost of providing the appropriate type ring and cover on a new manhole or new riser section including materials, labor, grouting, brick and mortar, minor grade adjustments (up to three inches either way vertically) and all incidental items required to complete the installation.

**E. Manhole Modifications**

- 1.** The unit price bid for ADJUST EXISTING MANHOLE COVER TO GRADE shall include all costs associated with adjusting an existing manhole cover by up to three inches using steel or concrete adjusting rings or brick and mortar, as ordered by the Project Manager, including pavement repair if applicable. Measurement for payment will be made based on the actual quantity of manhole covers adjusted.
- 2.** The unit price bid for ADJUST EXISTING PRECAST MANHOLE shall include all costs associated with raising or lowering an existing manhole including, but not limited to, excavation, shoring, dewatering, backfilling, compaction, removal and replacement of existing cone or flat top, removal or addition of riser sections, disposal of removed materials, grouting, steps, brickwork, mortar, mastic and all incidental items required to complete the installation. In the event that a new cone or flat top section is required, it will be paid for at the unit price bid for 4-FOOT DIAMETER PRECAST MANHOLE.
- 3.** The unit price bid for ADJUST EXISTING BRICK MANHOLE shall include all costs associated with raising or lowering an existing manhole including, but not limited to, excavation, shoring, dewatering, backfilling, compaction, removal or addition of brick, disposal of removed materials,

grouting, steps, mortar, and all incidental items required to complete the installation.

4. Payment for pavement patching associated with ADJUST EXISTING MANHOLE shall be paid for at the unit price bid for FULTON COUNTY STANDARD UTILITY CUT.
  5. Measurement for payment for ADJUST EXISTING MANHOLE will be made from the original manhole cover elevation to the proposed elevation of the new manhole cover. Vertical distance will be measured to the nearest tenth of a foot.
  6. Measurement for payment for REESTABLISH MANHOLE INVERT shall include all costs associated with reestablishing inverts within an existing manhole including, but not limited to dewatering, concrete placement, removal of unusable materials and debris, disposal of removed materials, grouting, mortar, and all incidental items required to complete the installation. Payment for bypassing associated with REESTABLISH MANHOLE INVERT shall be paid for under the ALLOWANCE for Bypass Pumping.
  7. EPOXY LINERS FOR MANHOLES (Use Epoxy-Tec CIPP or Avanti (AV-100) or better.
- F. Manhole Connections: The unit price bid for MANHOLE CONNECTIONS shall include all costs associated with connecting a new sewer line to an existing manhole, including drop connection fittings, tees, or core and boot as appropriate for the type of connection, flow diversion, penetration of manhole wall, sealing connection, forming new invert, and all incidental items required to complete the connection. Costs for excavation, shoring, dewatering, backfilling, compaction, and bedding shall be included in the unit price bid for GRAVITY / FORCE MAIN. SEWER
- G. Measurement for payment for drop connection vertical pipe shall be made from the invert of the upstream sewer to the invert of the manhole. Payment for the measured vertical feet of pipe will be made for the unit price bid for GRAVITY SEWER. / FORCE MAIN Inside drop connection vertical piping will be paid for at the 0.0-to-6.0-foot depth price for gravity sewer. Outside drop connection vertical piping will be paid for based on the actual depth of the of the drop connection.

#### **1.08 Bore and Jack Casings**

- A. The unit price bid for BORE AND JACK CASING shall include all costs associated with installation of the casing pipe and carrier pipe, including but not limited to excavation, shoring, dewatering, backfilling, compaction, steel casing

pipe, ductile iron sewer pipe, spacers, grout, brick, and other accessories, for installing the pipe complete in place.

- B.** Payment for casing shall be made only at the completion of all work specified for the casing installation. No partial payment shall be made for the construction of the casing without carrier pipe.
- C.** Measurement for payment shall be made along the centerline of the pipeline to the limits of bore and jack as ordered by the Project Manager.
- D.** Casing pipe may be included in Partial Payment Requests as stored materials, if, in the opinion of the Project Manager, the casing pipe is stored and properly protected at the Project site. Casing pipe which has been properly installed but has not yet been paid for as installed casing, may also be included as stored materials.
- E.** Payment for pipe in casing shall be made only at the completion of all work specified for the pipe installation. Payment for pipe in the casing shall be made only at the one-unit price bid for BORE AND JACK CASING.
- F.** In the event that rock is encountered during the installation of the pipe casing which, in the opinion of the Project Manager, cannot be removed through the casing then the Project Manager may authorize the Contractor to complete the crossing by another method via a change order.
- G.** No additional payment shall be made for rock excavation through the casing.
- H.** The unit price bid shall assume that all jack and bore casing installations exceed 60 feet in length.

#### **1.09 Storm Drainpipe Installation**

- A.** The unit price bid for STORM DRAINPIPE shall include all costs associated with the installation or replacement of the appropriate size and type of storm drain piping associated with construction of a gravity sewer, where directed by the Project Manager. Costs for excavation, shoring, dewatering, backfilling, compaction, and bedding shall be included in the unit price bid for GRAVITY/ FORCE MAIN SEWER.
- B.** Measurement for payment will be made along the centerline of the storm drainpipe installed.
- C.** No separate payment will be made for support of existing pipe when installing new sewer line over or under existing storm water piping. All costs for support shall be included in the unit price bid for GRAVITY/ FORCE MAIN SEWER.
- D.** Costs for removing and replacing existing storm water pipe for ease of construction when installing new sewer line shall be included in the unit price bid

for GRAVITY / FORCE MAIN /SEWER. Payment for storm drainpipe will only be made where removal or replacement is approved or ordered by the Project Manager prior to removal.

## **1.10 Erosion and Sedimentation Control**

### **A. General**

1. No separate payment shall be made for erosion and sedimentation controls, except as noted below. All other erosion and sedimentation control costs shall be included in the unit price bid for the item to which it pertains.
2. No payment will be made for any portion of the Project for which temporary erosion and sedimentation controls are not properly maintained.
3. Quantities for payment shall be based upon actual quantity constructed by the Contractor.

**B.** Construction Exits: All costs for construction exits, including installation, maintenance, repair, and removal, shall be included in the unit price bid for CONSTRUCTION EXITS. The unit price bid shall include geotextile under liner, stone, and all incidental costs associated with maintaining a construction exit to Fulton County standards. (In cases where access is difficult (per the Project manager, a proposal should be provided by the contractor and approved by the owner)

1. If the action of the construction vehicles traveling over the gravel pad does not sufficiently remove mud and debris, the vehicle tires shall be washed prior to allowing vehicles to enter public right-of way. No additional payment will be made for the cost of washing tires.
2. No payment will be made for construction exits that are improperly constructed or use materials that are not approved.

**C.** Reinforced Silt Fence: All costs for Type S silt fence, where ordered by the Project Manager, including installation, maintenance, repair, replacement, and removal, shall be included in the unit price bid for REINFORCED SILT FENCE.

**D.** Hay Bale Check Dams: All costs for hay bale check dams, including hay bales, necessary earthwork, staking, periodic maintenance and repair, and removal of sediment and hay bales following establishment of permanent erosion control measures shall be included in the unit price bid for HAY BALE CHECK DAMS.

**E.** Stone Check Dams: All costs for stone check dams, including stone, geotextile under liner, necessary earthwork, periodic maintenance and repair, and removal of sediment and stone following establishment of permanent erosion control measures shall be included in the unit price bid for STONE CHECK DAM.

Measurement for payment will be made to the limits allowed in accordance with the Standard Details and Specifications.

- F.** Inlet Sediment Traps: All costs for temporary inlet sediment traps (silt box), including installation, maintenance, repair and removal, shall be included in the unit price bid for INLET SEDIMENT TRAPS.
- G.** Pigs-in-a-Blanket: All costs for pigs in a blanket, including installation, maintenance, repair and removal shall be included in the unit price bid for PIGS-IN-A-BLANKET.
- H.** Rip Rap with Filter Fabric Underlay: All costs for rip rap, including filter fabric, installation, maintenance, repair and removal, as required by the Standard Details and Specifications, or as directed by the Project Manager, shall be included in the unit price bid for RIP RAP WITH FILTER FABRIC UNDERLAY.
- I.** Rip Rap: All costs for rip rap, excluding RIP RAP WITH FILTER FABRIC UNDERLAY, installation, maintenance, repair and removal, as required by the Standard Details and Specifications, or as directed by the Project Manager, shall be included in the unit price bid for RIP RAP.
- J.** Box Gabion – 3’x3’x6’ Baskets: All costs for box gabions, including stone, wire mesh, stakes, anchors, filter fabric, assembly of box gabion, placement, excavation, backfill, compaction, and all incidental costs shall be included in the unit price bid for BOX GABION.
- K.** Tree Protection Fence: All costs for tree protection fence, also known as orange mesh safety fence, including installation, maintenance, repair and removal, shall be included in the unit price bid for TREE PROTECTION FENCE.

#### **1.11 Vegetation Restoration**

- A.** Temporary Seeding: Temporary seeding and mulching shall be applied to all disturbed area to be left exposed for a period greater than 14 days, or as ordered by the Project Manager. The unit price bid for TEMPORARY SEEDING shall include all costs associated with spreading fast growing seed, mulching, watering, maintenance and repair until permanent grassing is established.
- B.** Permanent Seeding: All costs for permanent seeding, including fine grading, raking, soil preparation (removal of rocks and other objectionable materials), sowing the appropriate type of grass seed, fertilizing, mulching, watering, temporary protective measures, maintenance and repair until permanent grassing is established, shall be included in the unit price bid for PERMANENT SEEDING. Permanent seed will be applied only after final grading and dress-up of disturbed area have been completed to the satisfaction of the Project Manager.



- C.** Sod Grassing: Where ordered by the Project Manager, sod shall be provided at the unit price bid for SOD GRASSING for any type. All costs for proper installation, including preparation of surface, installation, rolling, compacting, watering, maintenance, repair, and any temporary measures required to protect the sod until establishment, shall be included in the unit price bid for SOD GRASSING.
- D.** Hydro-seeding: All costs for hydro-seeding, including preparation of surface, maintenance, repair, and any temporary measures required to protect the area until establishment, shall be included in the unit price bid for HYDROSEEDING.
- E.** In no case shall any one area be paid more than once for temporary grassing or for permanent grassing.
- F.** If an area is temporarily grassed, and as directed by the Project Manager the area is left that way permanently, no additional payment will be made for permanent grassing.
- G.** Measurement for payment will be made by square yard, along the sewer centerline, to the widths allowed by the Standard Details and Specifications.

#### **1.12 Temporary Stream Crossing**

- A.** Temporary Stream Crossing: All costs for constructing temporary stream crossings, whether for contractor access to the work or for work crossing streams, shall be included in the unit price bid for TEMPORARY STREAM CROSSING. Stream crossings All labor and materials including temporary culverts, stone, filter fabric underlay, check dams, bypassing, necessary earthwork, periodic maintenance and repair, and removal of sediment and all materials placed by the Contractor, following the end of the usefulness of the temporary crossing, shall be included in the unit prices bid for TEMPORARY STREAM CROSSING.
- B.** Stream Crossings shall be constructed as shown in the Standard Details and Specifications, limited to 10 feet upstream and 10 feet downstream from top of trench excavation and from five feet beyond top of bank, across stream or ditch bank and bottom, to five feet beyond top of bank. Any other areas at streams or ditches disturbed by the Contractor, which may require rip rap, shall be rip rapped at no additional cost to the Owner.

#### **1.13 Trench Excavation and Stabilization**

- A.** No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the Contractor's compliance with the Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

- B.** Trench Excavation: No separate payment will be made for trench excavation. All costs shall be included in the unit price bid for the item to which it pertains at the appropriate depth.
- C.** Sheet piling, Bracing and Shoring: No separate payment will be made for providing any sheet piling, bracing and shoring. All costs shall be included in the unit price bid for the item to which it pertains at the appropriate depth.
- D.** Dewatering Excavations: All costs of equipment, labor and materials required for dewatering shall be included in the price bid for the item to which it pertains.
- E.** Trench Foundation and Stabilization

  - 1. No payment for trench stabilization shall be authorized until after the trench has been dewatered. If the pipe is installed in an inadequately prepared trench bottom, the Project Manager shall notify the Contractor in writing of the deficiency and will not authorize payment for that portion of that length of pipe which was improperly installed.
  - 2. Payment for trench stabilization shall be made on the basis of the amount authorized and the unit price bid for TRENCH STABILIZATION. Payment shall include all costs for the removal and disposal of the unsuitable material and replacement with the materials listed in the Bid including filter fabric. No additional payment will be made for material required for specified bedding.
- F.** Bedding and Haunching

  - 1. The unit price bid for pipe for GRAVITY SEWER shall include excavation of the trench to the depth below the pipe necessary to provide specified bedding and to lay the sewer to grade. Measurements for payment will be made only to the pipe invert.
  - 2. No separate payment will be made for material used to provide specified bedding. The cost of all bedding materials shall be included in the unit price bid for the item to which it relates, except for trench stabilization.
  - 3. No additional payment will be made for improved bedding required to compensate for over excavation of the trench.
- G.** Trench Rock Excavation

  - 1. Rock excavation shall be paid for in addition to payment for normal pipe excavation accounted for in the unit price bid for gravity sewer. Payment will be made for the measured quantity of rock excavated, at the sum of

the unit prices for Trench Rock Base Cost and Trench Rock Premium Cost if applicable.

2. The unit price for Trench Rock Base Cost is for the normally anticipated cost of rock excavation, the cost of additional bedding and backfill material as specified and all costs incidental thereto.
3. The unit price bid for Trench Rock Premium Cost shall be for all additional costs for rock excavation which, in the opinion of the Contractor, are in excess of the Base Cost, including but not limited to extra blasting protection, closer grouping of blasting holes, more detonator caps, more caution, etc. The Contractor shall not bid less than zero (bid a deduction) for the Trench Rock Premium Cost. Any Bids containing a deduction will be declared non-responsive and rejected by the Owner.
4. The maximum allowable volume of rock excavation for payment shall be based on a trench width equal to the outside diameter of the pipe barrel plus 18 inches, but not less than 36 inches, and depth of rock on the pipe centerline, from the top of the rock to the bottom of the rock or the specified bottom of the trench, whichever has the higher elevation.
5. The Project Manager must be given reasonable notice to measure all rock. Payment will not be made for excavated rock that was not measured and approved by the Project Manager prior to removal.
6. No allowance shall be made for excavating to extra widths for construction of manholes or other appurtenances, for excavating to sloping sides, or for excavations made necessary by the physical limitations of the Contractor's equipment. Cost of such additional rock excavation shall be included in the unit price bid for the item to which it pertains.
7. Payment for blasting monitoring shall be made from the BLASTING MONITORING cash allowance. A fee must be agreed upon by the Project Manager prior to the Contractor employing an independent, qualified specialty subcontractor to monitor the blasting. If the Contractor employs the specialty subcontractor prior to the Project Manager's approval of the fee, all such costs are subject to non-reimbursement.

**H. Initial Backfill**

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

3. No separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet the compaction requirements.
  4. No separate payment shall be made for providing select material if the insitu material cannot meet the compaction requirements.
- I.** Concrete Encasement: Payment for concrete encasement shall be at the unit price in the Bid for GENERAL CONCRETE PLACEMENT.
- J.** Final Backfilling
1. No additional payment will be made for additional material when excavated materials are used.
  2. No separate payment shall be made for drying out the final backfill material in order to meet the compaction requirements.
  3. No separate payment shall be made for the adding of moisture to the final backfill materials in order to meet the compaction requirements.
  4. No additional payment will be made for providing select material if the insitu material cannot meet the compaction requirements.
- K.** Additional Material: No separate payment will be made for additional earth or fill materials imported to the Project site.

**1.14** Easement Clearing and Grubbing

- A.** The unit price bid for EASEMENT CLEARING AND GRUBBING shall include all costs associated with clearing a 20-foot wide easement of the specified type, as approved by the Project Manager prior to clearing, including but not limited to removal and disposal of trees, stumps, roots, undergrowth, debris, or other objectionable matter
- B.** LIGHT CLEARING shall be defined by an easement that is dense with shrubs, brush, and trees up to one foot in diameter.
- C.** MEDIUM CLEARING shall be defined by an easement that is dense with shrubs, brush, and trees averaging one to two feet in diameter.
- D.** HEAVY CLEARING shall be defined by an easement that is dense with shrubs, brush, and trees averaging over two feet in diameter, including specimen trees.
- E.** The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.

- F.** No payment will be made for clearing and grubbing in grassed areas and in areas with non-established vegetation. The costs associated with such clearing shall be included in the unit price bid for the item to which it pertains.

**1.15 Driveway and Road Repair and Replacement**

**A. General:**

1. Payment for removing and replacing driveway and road asphalt and concrete pavement will be made based on the measured quantity replaced at the unit price Bid. The unit price bid shall include all costs associated with cutting, removing, disposing of existing pavement, replacing and compaction of base, subbase, concrete, asphalt, and all related items as required, including providing select backfill, if necessary, all traffic control and temporary measures for maintaining traffic.
  2. Payment shall be made only for that length for which the pipeline is constructed underneath or within four feet of the edge of the pavement to a width as shown in the Standard Details and Specifications.
  3. Payment for soils testing shall be made from the SOILS, CONCRETE, ASPHALT, AND MATERIALS TESTING cash allowance. No payment shall be made for tests that fail to verify required results.
  4. No additional payment will be made for removing and replacing damaged adjacent pavement.
  5. No additional payment will be made for saw cutting of driveways or curbs.
- B.** Payment for removing and replacing gravel driveways will be made based on the measured quantity replaced at the unit price Bid for GRAVEL DRIVEWAY. The unit price bid shall include all costs associated with removing, replacing, and compacting a minimum of four inches of GAB or #57 stone, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width as limited by the Standard Details and Specifications.
- C.** Payment for removing and replacing asphalt driveways will be made based on the measured quantity replaced at the unit price Bid for ASPHALT DRIVEWAY. The unit price bid shall include all costs associated with cutting, removing existing pavement, disposing of removed materials, compacting and placing a minimum of four inches of GAB and one and a half inches of Type E asphalt, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for

the length for which the pipeline is constructed underneath the driveway and for the width as limited by the Standard Details and Specifications.

- D.** Payment for removing and replacing concrete driveways will be made based on the measured quantity replaced at the unit price Bid for CONCRETE DRIVEWAY - RESIDENTIAL. The unit price bid shall include all costs associated with cutting, removing existing concrete, disposing of removed materials, compacting sub base, and placing a minimum of four inches concrete with reinforcing steel, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width to the nearest construction joint on either side of the new pipeline.
- E.** Payment for removing and replacing asphalt driveways will be made based on the measured quantity replaced at the unit price Bid for CONCRETE DRIVEWAY - COMMERCIAL. The unit price bid shall include all costs associated with cutting, removing existing concrete, disposing of removed materials, compacting sub base, and placing a minimum of six inches concrete with reinforcing steel, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width to the nearest construction joint on either side of the new pipeline.
- F.** Payment for removal and replacement of sidewalk shall be made at the unit price bid for CONCRETE SIDEWALK. No payment for sidewalk shall be made where the centerline of the new pipe is more than 5-feet from the closest edge of the sidewalk.
- G.** Payment for removal and replacement of curb and gutter shall be made at the unit prices bid for CONCRETE CURB AND GUTTER or for GRANITE CURB as appropriate. No payment for curb and gutter shall be made where the centerline of the new pipe is more than 5-feet from the closest edge of the curb and gutter.
- H.** Payment for removal and replacement of asphalt pavement (Type A Cut Repair), where the Fulton County Standard Utility Cut (Type C Cut Repair) is not required, shall be made at the unit price bid for ASPHALT PAVEMENT REMOVAL AND REPLACEMENT. The unit price bid shall include all costs associated with a Type A Cut Repair, including cutting, removing existing pavement, disposing of removed materials, compacting and placing a minimum of six inches of crusher run and one and a half inches of Type E asphalt, and all related items as required for a complete repair, including all traffic control and temporary measures. Payment will be made for the length for which the pipeline is constructed underneath the roadway and for the width as limited by the Standard Details and Specifications, or as approved by the Project Manager.

- I.** Payment for Fulton County Standard Utility Cut (Type C Cut Repair) shall be made at the unit price bid for COMPLETE FULTON COUNTY STANDARD UTILITY CUT. The unit price bid shall include all costs associated with cutting, removing existing pavement, disposing of removed materials, eight-inch concrete cap, bituminous tack coat, and one and a half inches of Type E asphalt, and all related items as required for a complete repair, including all traffic control and temporary measures including road plates. Payment will be made for the length for which the pipeline is constructed underneath the roadway and for the width as limited by the Standard Details and Specifications, or as approved by the Project Manager.
- J.** No separate or additional payment shall be made for temporary measures required to make the road or driveway surface passable, including backfilling the top of the trench temporarily with crusher run or granular material or placing temporary asphalt topping.
- K.** Payment for milling shall be made at the unit price bid for ROAD SURFACE MILLING. The unit price bid shall include all costs associated with milling one and a half inches of existing pavement and disposing of all waste materials and all related items as required. Measurement shall be made based on actual area milled, as approved by the Project Manager.
- L.** Payment for overlay shall be made at the unit price bid for ROAD SURFACE OVERLAY. The unit price bid shall include all costs associated with overlaying a road surface with a bituminous tack coat and a minimum of one and a half inches of Type E asphalt, and all related items as required. Measurement shall be made based on actual area overlaid, as approved by the Project Manager.

#### **1.16 Pavement Marking and Striping**

- A.** The unit price bid for PAVEMENT MARKING AND STRIPING shall include all costs associated with applying standard DOT striping and paint as listed in the Bid and as ordered by the Project Manager. All required materials, labor, tools, equipment, and traffic control shall be included in the unit price bid.

#### **1.17 Traffic Control**

- A.** All costs for providing traffic control in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and Georgia Department of Transportation (GDOT) specifications shall be included in the unit price bid for the item to which it pertains.
- B.** The unit price bid for STANDARD DOT CONCRETE BARRIER shall include all costs for providing, installing, and removing a standard DOT concrete barrier, as directed by the Project Manager.

1. No excavation in or near roadways will be left open overnight. Therefore, all concrete barriers will be required to be removed from the roadway and moved to a location where vehicular and pedestrian traffic are not obstructed. The cost of moving the barriers as such shall be included in the unit price bid.
  2. Measurement for payment shall be made based on the actual linear footage of barrier installed, per day, approved by the engineer and serving the purpose for which it was intended. Payment will not be made for excess barriers stored by the Contractor in any location.
- C.** The unit price bid for MUTCD STANDARD SAFETY BARREL shall include all costs for providing, installing and removing a standard MUTCD safety barrel, as directed by the Project Manager. Only safety barrels directed by the Project Manager, in addition to those required by the MUTCD and GDOT, shall be paid for separately.
- D.** The unit price bid for POLICE CRUISER shall include all costs for providing a police cruiser for additional traffic control. Payment will be made for hours spent on site, which may be a portion of a standard workday. Payment will be made only for hours documented and approved by the Project Manager.
- E.** The unit price bid for CERTIFIED FLAGMAN shall include all costs for providing a flagman for additional traffic control, as directed by the Project Manager, in addition to the requirements of MUTCD and GDOT.
1. The flagman shall be certified and dedicated to maintaining and directing traffic flow. An individual who works part time as a flagman and part time as a laborer or acts in dual capacity will not be approved for payment under this item. Proof of certification may be required by the Project Manager prior to acceptance for payment.
  2. Payment will be made for hours spent on site performing dedicated flagman duties, which may be a portion of a standard workday. Payment will be made only for hours documented and approved by the Project Manager.
- F.** The unit price bid for LIGHT PLANT shall include all costs for providing a light plant, including generator and lighting system, for night work, as directed by the Project Manager.
- G.** The unit price bid for ELECTRONIC MESSAGE BOARD shall include all costs for providing an electronic message board, as directed by the Project Manager.

## **1.18 Remove and Replace Existing Fence**



- A. The unit price bid for REMOVE AND REPLACE EXISTING FENCE shall include all costs associated with removing and replacing an existing fence of the type and material listed in the Bid, including disposing of waste materials, restoration of site to original condition, and all other associated work for a complete installation.

#### **1.19 Cast in Place Concrete**

- A. The unit price Bid for CONCRETE PIERS shall include all costs associated with installation of concrete piers under sewer line including excavation, backfill, compaction, dewatering, drilling grout holes, grouting dowels in place, concrete, reinforcement, and all other work required for pier installation. Measurement for vertical height of the piers shall include the thickness of the footing.
- B. The cost of services of the consulting soil and foundation engineer will be paid by the Contractor from the SOILS, CONCRETE, ASPHALT, AND MATERIALS TESTING cash allowance.
- C. The unit price bid for GENERAL CONCRETE PLACEMENT shall include all costs of placing general concrete as directed by the Project Manager. General concrete placement shall only be used for concrete in addition to items listed elsewhere in the Bid.
- D. The unit price bid for CONCRETE – FLOWABLE FILL shall include all costs of filling abandoned pipes with concrete as directed by the Project Manager. Flowable fill shall only be used for concrete in addition to items listed elsewhere in the Bid.
- E. The unit price bid for REINFORCED CONCRETE PLACEMENT shall include all costs of placing reinforced concrete as directed by the Project Manager. Reinforced concrete placement shall only be used for concrete requiring the installation of rebar reinforcement in addition to items listed elsewhere in the Bid.

#### **1.20 Programmable Electronic Marking Devices**

- A. The unit price bid for PROGRAMMABLE ELECTRONIC MARKING DEVICES shall include the cost of providing the marking devices including programmer/locator as specified, including programming the devices and placing them along an existing sewer line. The cost of excavation shall be included in the unit price bid for GRAVITY SEWER or UTILITY LOCATION. Measurement for payment will be based on the quantity installed as directed by the Project Manager.

## **1.21 CCTV**

- A.** The unit price bid for CCTV shall include all costs associated with utilizing CCTV equipment to record work on assets, measuring depth, diameter and type of pipes and all conditions of the run of the pipe from manhole to manhole. Measurement shall be made based on distance recorded on video of the CCTV, as approved by the Project Manager.
- B.** For all CCTV work, PACP data requirements are as follows:
  - 1. PACP database must be NASSCO compliance
  - 2. Data must be delivered in PACP or GaniteXP format
  - 3. PACP format is only acceptable for the following versions: Nothing earlier than 2.0.2 nothing later 6.0.3
  - 4. Asset ID in the database needs to be implemented as provided by Fulton County. If the CCTV contractor discovers additional assets that are not currently mapped by Fulton County, then the discovered asset(s) should be identified with a TMP prefix joined with the next known downstream Asset ID. If there is no downstream and upstream IDs contractor need to use sequence number identified with a TMP.
  - 5. If a new Data (manhole, pipe) is found, map update (sketch) needs to be provided
  - 6. Data and videos should be provided on a CD/DVD with the label of the project
  - 7. Videos will only be accepted in MPG format.
  - 8. Video needs to be delivered per section of the pipe from manhole to manhole

## **1.22 Utility Location – Excavation and Backfill**

- A.** Soft Dig Hydro Excavation: The unit price bid for SOFT DIG HYDRO EXCAVATION shall include all costs associated with locating the assigned utility, excavating to directly above the pipe, measuring the depth, diameter and type of the pipe, backfilling and compacting the hole up to two feet from existing grade with soil, encoding a 3M ID marker device, installing the marker above the pipe at a depth of two feet, and backfilling with soil and dressing the disturbed area with like surrounding materials.
- B.** Where utility location is performed in roadways or sidewalks, other materials may be required for backfill. Select materials will be paid for at the unit prices bid for

TRENCH STABILIZATION. Measurement for payment will be made on the actual quantity of material used for backfilling of the hole where the marker ball is installed.

- C.** Exploratory Excavation: The unit price bid for EXPLORATORY EXCAVATION shall include all costs associated with excavation of an area by machine and by hand where necessary with the intent of locating a Fulton County utility, including all equipment, tools, and labor. The costs associated with removal and replacement of roadway, driveway, sidewalk, or curb and gutter shall be included under the appropriate pay item. Measurement for payment will be based on the actual amount of excavation required to locate a Fulton County utility, only when ordered by the Project Manager. This item shall not be used for standard locating of utilities as required to perform the work.
- D.** No payment will be made for excavation that does not locate the assigned utility, or where the marker ball is not installed directly above the pipe.
- E.** No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the Contractor's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

**1.23** Cash Allowances (for Owners use prior approval required)

**A.** General

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

- B.** Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by Change Order. The amount of change

order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.

**C. Documentation**

1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
2. Submit results of services provided which verify required results.
3. Progress photographs
4. As “built”
5. Document showing all approved proposals, correspondence for changes requiring additional payment.

**D. Schedule of Cash Allowances**

1. Soils, Concrete, Asphalt, and Materials Testing: Allow the amount provided in the Bid for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and backfill, asphalt coring and density tests, testing of concrete cylinders for poured in place concrete, pipe materials, and similar issues as directed by the Owner. Services will be reimbursed in accordance with 1.24.D.6 below. Contractor must provide proposals before and invoices after for Owner approval.
2. Utility Conflict Resolution: Allow the amount specified in the Bid to resolve any unforeseen utility conflicts (including relocating and/or replacement) as directed and a proposal to be approved by the Project Manager.
3. Large Tree Removal: Allow the amount specified in the Bid for the services of a tree removal specialist to remove individual trees as directed by the Project Manager. Services will be reimbursed in accordance with 1.24.D.6 below. Contractor must provide a proposal prior and invoices after for Owner approval. No payment will be made for trees removed as part of clearing and grubbing.
4. **BYPASS PUMPING:** Bypass pumping is included within the Item of Work. Allow the amount specified in the Bid for the services of a bypass pumping specialty contractor to provide bypass pumping services as directed and approved by the Project Manager. Services will be reimbursed in accordance with 1.24.D.6 below. Contractor must provide invoices for

Owner approval. Costs for bypass pumping will be reimbursed only with prior approval of the Project Manager. If bypass pumps are provided without prior Project Manager approval, payment may not be made for services at the discretion of the Project Manager. The contractor will provide a breakdown of the price to include 1 Set -up rate 2. Pump watch #of persons 3. Length and cost of piping and 4. Estimated Cost per day (based on 7 days)

5. Blasting Monitoring: Allow the amount provided in the Bid for the services of an independent, qualified specialty subcontractor to monitor the blasting, when directed by the Project Manager. Services will be reimbursed at direct cost. Contractor must provide invoices for Owner approval.
6. In Subparagraphs 3 and 4 above, the items included in “Cost and “Overhead” shall be based on the following schedule:
  - a. Unless otherwise provided in the Contract Documents, “Cost” shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman’s account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers’ or workmen’s compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
  - b. Unless otherwise provided in the Contract Documents, “Overhead” shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor’s subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor’s or subcontractors’ superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in “Cost” above.

#### **1.24 Emergency/Non-Emergency Services as defined by Project Manager**

- A.** The following labor and equipment are included in the Bid for when the County needs manpower or additional equipment to assist in making emergency repairs other than those specified above as unit price items. During an Emergency the

contractor shall provide an estimate (include the number of days used for the bypass estimate) Hourly rate items below shall NOT apply when work is performed under non-emergency conditions. The Notice to Proceed for each project will indicate emergency or non-emergency project status. Once an emergency is declared contained by the project manager, the project will go forward as non-emergency utilizing line items and a notice to proceed will be issued for the remainder of the work.

- B.** The unit price bid for the following items shall include all costs for providing the specified personnel on an hourly basis as required by the Owner. Payment may be made for partial workdays where applicable. All overhead and direct costs, including all mobilization costs, for providing the labor, equipment, tools, supplies associated shall be included. Separate payments for items not included shall be agreed to prior to providing such items. No payment will be made for additional services provided without proper written notification to the Owner that the services being requested are additional.

1. Sewer Superintendent
2. Sewer Crew Truck - Fully equipped with tools and repair parts including but not limited to pipe saw, wacker-packer, chain saw, and miscellaneous hand tools, including sewer foreman and three laborers.
3. Rubber Tired Front-End Loader with Trailer and Operator
4. Rubber Tired Backhoe with Trailer and Operator
5. Excavator with Trailer and Operator
6. Trench Compactor with Operator
7. Mobile Air Compressor with Hoses and Air Tools (Jackhammer, Pavement Breaker, Clay Spade, etc.)

- C.** During emergency conditions, contractor representatives shall be on site within two hours of notification of emergency work and contractor workforce shall be on site within four hours of notification to commence emergency repair work. Any failure to respond to an emergency request will be grounds for non-assignment of future projects.

END OF SECTION

**01060-1**

**SECTION 01060**

**REGULATORY REQUIREMENTS**

**Part 1 General**

**1.01 Scope**

**A. Permits and Responsibilities:** The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work. In addition, City Work Permits, Right of Way Encroachment permits, plumbing permits and similar type permits, and all appropriate licenses are the responsibility of the contractor. If land disturbance permits, DOT permits, or easements are required, they will be obtained by the County as part of the design process.

**B.** The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.

**C.** The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of construction thereof which may heretofore have been accepted.

**END OF SECTION**

**EXHIBIT D**  
**COMPENSATION**



## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate the Contractor for all services performed under this Agreement in an amount not to exceed \$3,600,000.00 (Three Million, Six Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**BID FORM**

Submitted To: Fulton County Government

Submitted By: WADE COOTS COMPANY, INC.For: **24ITB091324K-CRB – 2025 Standby Miscellaneous Construction Wastewater System Services**Submitted on OCTOBER 30, 2024.

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

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

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

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

**BASE BID AMOUNT**\$ 4,503,480.<sup>00</sup>

(Dollar Amount in Numbers)

FOUR MILLION, FIVE HUNDRED AND THREE THOUSAND, FOUR HUNDRED AND EIGHTY DOLLARS AND NO CENTS

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work

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

### **BASE BID AMOUNT**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
<b>CONTRACTOR MOBILIZATION (Section 1.04)</b>					
1.	For each project less than \$25,000	2	Each	\$2000. <sup>00</sup>	\$ 4000. <sup>00</sup>
2.	For each project \$25,000 to \$75,000	5	Each	\$5000. <sup>00</sup>	\$ 25,000. <sup>00</sup>
3.	For each project more than \$75,000	3	Each	\$7000. <sup>00</sup>	\$ 21,000. <sup>00</sup>
<b>8-INCH DIP GRAVITY SEWER (Section 1.05 D)</b>					
4.	0.0 – 6.0 Foot Depth	150	L.F.	\$125. <sup>00</sup>	\$ 18,750. <sup>00</sup>
5.	6.1 – 12.0 Foot Depth	100	L.F.	\$140. <sup>00</sup>	\$ 14,000. <sup>00</sup>
6.	12.1 – 24.0 Foot Depth	50	L.F.	\$180. <sup>00</sup>	\$ 9,000. <sup>00</sup>
7.	Installed in 16-inch Steel Casing	50	L.F.	\$300. <sup>00</sup>	\$ 15,000. <sup>00</sup>
<b>8-INCH PVC (C900) GRAVITY SEWER</b>					
8.	0.0 – 6.0 Foot Depth	200	L.F.	\$110. <sup>00</sup>	\$ 22,000. <sup>00</sup>
9.	6.1 – 12.0 Foot Depth	100	L.F.	\$115. <sup>00</sup>	\$ 11,500. <sup>00</sup>
10.	12.1 – 24.0 Foot Depth	100	L.F.	\$170. <sup>00</sup>	\$ 17,000. <sup>00</sup>
11.	Installed in 16-inch Steel Casing	50	L.F.	\$350. <sup>00</sup>	\$ 17,500. <sup>00</sup>
<b>12-INCH PVC GRAVITY SEWER (C900 OR BETTER)</b>					
12.	0.0 – 6.0 Foot Depth	200	L.F.	\$150. <sup>00</sup>	\$ 30,000. <sup>00</sup>
13.	6.1 – 12.0 Foot Depth	100	L.F.	\$180. <sup>00</sup>	\$ 18,000. <sup>00</sup>
14.	12.1 – 24.0 Foot Depth	100	L.F.	\$225. <sup>00</sup>	\$ 22,500. <sup>00</sup>
15.	Installed in 18-inch Steel Casing	50	L.F.	\$400. <sup>00</sup>	\$ 20,000. <sup>00</sup>



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Section 2  
Bid Form

18-INCH PVC GRAVITY SEWER (C900 OR BETTER)					
16.	0.0 – 6.0 Foot Depth	200	L.F.	\$225. <sup>00</sup>	\$ 45,000. <sup>00</sup>
17.	6.1 – 12.0 Foot Depth	50	L.F.	\$240. <sup>00</sup>	\$ 12,000. <sup>00</sup>
18.	12.1 – 24.0 Foot Depth	50	L.F.	\$300. <sup>00</sup>	\$ 15,000. <sup>00</sup>
24-INCH PVC GRAVITY SEWER (C900 OR BETTER)					
19.	0.0 – 6.0 Foot Depth	200	L.F.	\$315. <sup>00</sup>	\$ 63,000. <sup>00</sup>
20.	6.1 – 12.0 Foot Depth	50	L.F.	\$330. <sup>00</sup>	\$ 16,500. <sup>00</sup>
21.	12.1 – 24.0 Foot Depth	50	L.F.	\$370. <sup>00</sup>	\$ 18,500. <sup>00</sup>
30-INCH PVC GRAVITY SEWER (C900 OR BETTER)					
22.	0.0 – 6.0 Foot Depth	200	L.F.	\$425. <sup>00</sup>	\$ 85,000. <sup>00</sup>
23.	6.1 – 12.0 Foot Depth	50	L.F.	\$450. <sup>00</sup>	\$ 22,500. <sup>00</sup>
24.	12.1 – 24.0 Foot Depth	50	L.F.	\$475. <sup>00</sup>	\$ 23,750. <sup>00</sup>
8-INCH HDPE GRAVITY/FORCED MAIN SEWER					
25.	0.0 – 6.0 Foot Depth	200	L.F.	\$140. <sup>00</sup>	\$ 28,000. <sup>00</sup>
26.	6.1 – 12.0 Foot Depth	50	L.F.	\$150. <sup>00</sup>	\$ 7,500. <sup>00</sup>
27.	12.1 – 24.0 Foot Depth	50	L.F.	\$200. <sup>00</sup>	\$ 10,000. <sup>00</sup>
10-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17					
28.	0.0 – 6.0 Foot Depth	200	L.F.	\$150. <sup>00</sup>	\$ 30,000. <sup>00</sup>
29.	6.1 – 12.0 Foot Depth	50	L.F.	\$185. <sup>00</sup>	\$ 9,250. <sup>00</sup>
30.	12.1 – 24.0 Foot Depth	50	L.F.	\$225. <sup>00</sup>	\$ 11,250. <sup>00</sup>
12-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17					
31.	0.0 – 6.0 Foot Depth	100	L.F.	\$160. <sup>00</sup>	\$ 16,000. <sup>00</sup>
32.	6.1 – 12.0 Foot Depth	50	L.F.	\$195. <sup>00</sup>	\$ 9,750. <sup>00</sup>
33.	12.1 – 24.0 Foot Depth	50	L.F.	\$275. <sup>00</sup>	\$ 13,750. <sup>00</sup>

18-INCH HDPE GRAVITY /FORCED MAINSEWER DR17					
34.	0.0 – 6.0 Foot Depth	100	L.F.	\$180. <sup>00</sup>	\$ 18,000 <sup>00</sup>
35.	6.1 – 12.0 Foot Depth	50	L.F.	\$215. <sup>00</sup>	\$ 10,750 <sup>00</sup>
36.	12.1 – 24.0 Foot Depth	50	L.F.	\$300. <sup>00</sup>	\$ 15,000 <sup>00</sup>
24-INCH HDPE GRAVITY/FORCED MAIN SEWER DR17					
37.	0.0 – 6.0 Foot Depth	100	L.F.	\$250. <sup>00</sup>	\$ 25,000 <sup>00</sup>
38.	6.1 – 12.0 Foot Depth	50	L.F.	\$300. <sup>00</sup>	\$ 15,000 <sup>00</sup>
39.	12.1 – 24.0 Foot Depth	50	L.F.	\$400. <sup>00</sup>	\$ 20,000 <sup>00</sup>
30-INCH HDPE GRAVITY SEWER DR17					
40.	0.0 – 6.0 Foot Depth	100	L.F.	\$300. <sup>00</sup>	\$ 30,000 <sup>00</sup>
41.	6.1 – 12.0 Foot Depth	50	L.F.	\$350. <sup>00</sup>	\$ 17,500 <sup>00</sup>
42.	12.1 – 24.0 Foot Depth	50	L.F.	\$450. <sup>00</sup>	\$ 22,500 <sup>00</sup>
PIPE BURSTING USING DR17 (Section 1.05 F)					
43.	Burst 8" to 8" Diameter	100	L.F.	\$135. <sup>00</sup>	\$ 13,500 <sup>00</sup>
44.	Burst 8" to 10" Diameter	50	L.F.	\$150. <sup>00</sup>	\$ 7,500 <sup>00</sup>
45.	Burst 10" to 12" Diameter	50	L.F.	\$225. <sup>00</sup>	\$ 11,250 <sup>00</sup>
46.	Burst 12" to 18" Diameter	100	L.F.	\$300. <sup>00</sup>	\$ 30,000 <sup>00</sup>
47.	Burst 18" to 24" Diameter	100	L.F.	\$375. <sup>00</sup>	\$ 37,500 <sup>00</sup>
HDPE PIPE LINING (Section 1.05 G)					
48.	8" Diameter	100	L.F.	\$120. <sup>00</sup>	\$ 12,000 <sup>00</sup>
49.	10" Diameter	50	L.F.	\$135. <sup>00</sup>	\$ 6,750 <sup>00</sup>
50.	12" Diameter	50	L.F.	\$140. <sup>00</sup>	\$ 7,000 <sup>00</sup>
51.	16" Diameter	100	L.F.	\$200. <sup>00</sup>	\$ 20,000 <sup>00</sup>
52.	18" Diameter	100	L.F.	\$250. <sup>00</sup>	\$ 25,000 <sup>00</sup>



53.	24" Diameter	50	L.F.	\$350. <sup>00</sup>	\$ 17,500 <sup>00</sup>
54.	30" Diameter	50	L.F.	\$450. <sup>00</sup>	\$ 22,500 <sup>00</sup>
55.	36" Diameter	50	L.F.	\$500. <sup>00</sup>	\$ 25,000 <sup>00</sup>
<b>CURED IN PLACE PIPE LINING (UV lining with seartex or better) (Section 1.05 H)</b>					
56.	8" Diameter	100	L.F.	\$130. <sup>00</sup>	\$ 13,000 <sup>00</sup>
57.	10" Diameter	50	L.F.	\$145. <sup>00</sup>	\$ 7,250 <sup>00</sup>
58.	12" Diameter	50	L.F.	\$190. <sup>00</sup>	\$ 9,500 <sup>00</sup>
59.	18" Diameter	50	L.F.	\$275. <sup>00</sup>	\$ 13,750 <sup>00</sup>
60.	24" Diameter	100	L.F.	\$380. <sup>00</sup>	\$ 38,000 <sup>00</sup>
61.	30" Diameter	50	L.F.	\$500. <sup>00</sup>	\$ 25,000 <sup>00</sup>
<b>SERVICE LINE RECONNECTIONS (Section 1.06)</b>					
62.	By excavation for HDPE, pipe bursting, or CIPP 0.0 – 12.0 Foot Depth	50	L.F.	\$275. <sup>00</sup>	\$ 13,750 <sup>00</sup>
63.	By excavation for HDPE, pipe bursting, or CIPP Greater Than 12.0 Foot Depth	50	L.F.	\$300. <sup>00</sup>	\$ 15,000 <sup>00</sup>
64.	By internal reinstatement for CIPP	50	L.F.	\$300. <sup>00</sup>	\$ 15,000 <sup>00</sup>
<b>4-FOOT DIAMETER MANHOLE REHABILITATION – SPRAY ON EPOXY LINER (Section 1.07 E7)</b>					
65.	0.0 – 6.0 Foot Manhole Depth	50	V.F.	\$700. <sup>00</sup>	\$ 35,000 <sup>00</sup>
66.	6.1 – 12.0 Foot Manhole Depth	50	V.F.	\$700. <sup>00</sup>	\$ 35,000 <sup>00</sup>
67.	12.1 – 18.0 Foot Manhole Depth	50	V.F.	\$700. <sup>00</sup>	\$ 35,000 <sup>00</sup>
68.	18.1 – 24.0 Foot Manhole Depth	50	V.F.	\$700. <sup>00</sup>	\$ 35,000 <sup>00</sup>
<b>5-FOOT AND 6-FOOT DIAMETER MANHOLE REHABILITATION – SPRAY ON EPOXY LINER (Section 1.07 E7)</b>					
69.	0.0 – 6.0 Foot Manhole Depth	100	V.F.	\$800. <sup>00</sup>	\$ 80,000 <sup>00</sup>
70.	6.1 – 12.0 Foot Manhole Depth	20	V.F.	\$800. <sup>00</sup>	\$ 16,000 <sup>00</sup>
71.	12.1 – 18.0 Foot Manhole Depth	30	V.F.	\$800. <sup>00</sup>	\$ 24,000 <sup>00</sup>

72.	18.1 – 24.0 Foot Manhole Depth	20	V.F.	\$800 <sup>ea</sup>	\$ 16,000 <sup>ea</sup>
<b>6-INCH DIP SEWER SERVICE CONNECTIONS (Section 1.06)</b>					
73.	On New Sewer Main - 0.0 – 6.0 Foot Depth	100	L.F.	\$120. <sup>ea</sup>	\$ 12,000 <sup>ea</sup>
74.	On New Sewer Main - 6.1 – 12.0 Foot Depth	20	L.F.	\$130. <sup>ea</sup>	\$ 2,600 <sup>ea</sup>
75.	On New Sewer Main - 12.1 – 18.0 Foot Depth	30	L.F.	\$135. <sup>ea</sup>	\$ 4,050 <sup>ea</sup>
76.	On New Sewer Main - 18.1 – 25.0 Foot Depth	20	L.F.	\$165. <sup>ea</sup>	\$ 3,300 <sup>ea</sup>
77.	On New Sewer Main - Greater than 25.0 Foot Depth	20	L.F.	\$210. <sup>ea</sup>	\$ 4,200 <sup>ea</sup>
78.	On Existing Sewer Main - 0.0 – 6.0 Foot Depth	20	L.F.	\$120. <sup>ea</sup>	\$ 2,400 <sup>ea</sup>
79.	On Existing Sewer Main - 6.1 – 12.0 Foot Depth	20	L.F.	\$140. <sup>ea</sup>	\$ 2,800 <sup>ea</sup>
80.	On Existing Sewer Main - 12.1 – 18.0 Foot Depth	20	L.F.	\$155. <sup>ea</sup>	\$ 3,100 <sup>ea</sup>
81.	On Existing Sewer Main - 18.1 – 25.0 Foot Depth	20	L.F.	\$175. <sup>ea</sup>	\$ 3,500 <sup>ea</sup>
82.	On Existing Sewer Main - Greater than 25.0 Foot Depth	20	L.F.	\$210. <sup>ea</sup>	\$ 4,200 <sup>ea</sup>
83.	From New Manhole - 0.0 – 6.0 Foot Depth	20	L.F.	\$120. <sup>ea</sup>	\$ 2,400 <sup>ea</sup>
84.	From New Manhole - 6.1 – 12.0 Foot Depth	20	L.F.	\$140. <sup>ea</sup>	\$ 2,800 <sup>ea</sup>
85.	From New Manhole - 12.1 – 18.0 Foot Depth	20	L.F.	\$145. <sup>ea</sup>	\$ 2,900 <sup>ea</sup>
86.	From New Manhole - 18.1 – 25.0 Foot Depth	20	L.F.	\$165. <sup>ea</sup>	\$ 3,300 <sup>ea</sup>
87.	From Existing Manhole - 0.0 – 6.0 Foot Depth	20	L.F.	\$120. <sup>ea</sup>	\$ 2,400 <sup>ea</sup>
88.	From Existing Manhole - 6.1 – 12.0 Foot Depth	10	L.F.	\$130. <sup>ea</sup>	\$ 1,300 <sup>ea</sup>
89.	From Existing Manhole - 12.1 – 18.0 Foot Depth	10	L.F.	\$140. <sup>ea</sup>	\$ 1,400 <sup>ea</sup>
90.	From Existing Manhole - 18.1 – 25.0 Foot Depth	10	L.F.	\$165. <sup>ea</sup>	\$ 1,650 <sup>ea</sup>
91.	Clean-out Assembly - Complete	20	Each	\$1000. <sup>ea</sup>	\$ 20,000 <sup>ea</sup>
<b>4-FOOT DIAMETER PRECAST MANHOLE (Section 1.07 A)</b>					



92.	0.0 – 6.0 Foot Manhole Depth	10	V.F.	\$ 550. <sup>00</sup>	\$ 5,500. <sup>00</sup>
93.	6.1 – 12.0 Foot Manhole Depth	10	V.F.	\$ 550. <sup>00</sup>	\$ 5,500. <sup>00</sup>
94.	12.1 – 18.0 Foot Manhole Depth	10	V.F.	\$ 650. <sup>00</sup>	\$ 6,500. <sup>00</sup>
95.	18.1 – 24.0 Foot Manhole Depth	20	V.F.	\$ 650. <sup>00</sup>	\$ 13,000. <sup>00</sup>
<b>4-FOOT DIAMETER DOGHOUSE MANHOLE (Section 1.07 B)</b>					
96.	0.0 – 6.0 Foot Manhole Depth	20	V.F.	\$ 600. <sup>00</sup>	\$ 12,000. <sup>00</sup>
97.	6.1 – 12.0 Foot Manhole Depth	10	V.F.	\$ 600. <sup>00</sup>	\$ 6,000. <sup>00</sup>
98.	12.1 – 18.0 Foot Manhole Depth	10	V.F.	\$ 750. <sup>00</sup>	\$ 7,500. <sup>00</sup>
99.	18.1 – 24.0 Foot Manhole Depth	10	V.F.	\$ 750. <sup>00</sup>	\$ 7,500. <sup>00</sup>
<b>MANHOLE ACCESSORIES (Section 1.07)</b>					
100.	Composite MH R&C	20	Each	\$ 1200. <sup>00</sup>	\$ 24,000. <sup>00</sup>
101.	Standard Ring and Cover	20	Each	\$ 450. <sup>00</sup>	\$ 9,000. <sup>00</sup>
102.	Standard Ring and Cover – Traffic Rated	20	Each	\$ 650. <sup>00</sup>	\$ 13,000. <sup>00</sup>
103.	Boltdown Watertight Ring and Cover	20	Each	\$ 650. <sup>00</sup>	\$ 13,000. <sup>00</sup>
104.	Hinged (Pamrex or equivalent) Ductile Iron Ring and Cover	10	Each	\$ 750. <sup>00</sup>	\$ 7,500. <sup>00</sup>
<b>MANHOLE MODIFICATIONS (Section 1.07 E)</b>					
105.	Adjust Existing Manhole Cover to Grade (Out of Pavement)	20	Each	\$ 1850. <sup>00</sup>	\$ 37,000. <sup>00</sup>
106.	Adjust Existing Manhole Cover to Grade (In Pavement)	20	Each	\$ 850. <sup>00</sup>	\$ 17,000. <sup>00</sup>
107.	Adjust Existing Precast Manhole	20	V.F.	\$ 750. <sup>00</sup>	\$ 15,000. <sup>00</sup>
108.	Adjust Existing Brick Manhole	20	V.F.	\$ 750. <sup>00</sup>	\$ 15,000. <sup>00</sup>
109.	Reestablish Manhole Invert	10	Each	\$ 2,000. <sup>00</sup>	\$ 20,000. <sup>00</sup>
110.	Install New Manhole Boot with New Line not included with Item Number	20	Each	\$ 2,000. <sup>00</sup>	\$ 40,000. <sup>00</sup>
<b>MANHOLE CONNECTIONS (Section 1.07 F)</b>					



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 2025 Standby Miscellaneous Construction Wastewater System Services

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111.	8-inch Inside Drop Connection	10	Each	\$3,600. <sup>00</sup>	\$36,000. <sup>00</sup>
112.	8-inch Outside Drop Connection	10	Each	\$4,300. <sup>00</sup>	\$43,000. <sup>00</sup>
113.	8-inch Core and Boot	10	Each	\$1,500. <sup>00</sup>	\$15,000. <sup>00</sup>
114.	10-inch Core and Boot	10	Each	\$1,800. <sup>00</sup>	\$18,000. <sup>00</sup>
115.	12-inch Core and Boot	10	Each	\$2,000. <sup>00</sup>	\$20,000. <sup>00</sup>
<b>BORE AND JACK CASING (Section 1.08)</b>					
116.	16-Inch Steel Casing With 8-Inch pvc Carrier Pipe	10	L.F.	\$1,000. <sup>00</sup>	\$10,000. <sup>00</sup>
117.	18-Inch Steel Casing With 10-Inch DIP Carrier Pipe	10	L.F.	\$1,100. <sup>00</sup>	\$11,000. <sup>00</sup>
118.	20-Inch Steel Casing With 12-Inch DIP Carrier Pipe	10	L.F.	\$1,200. <sup>00</sup>	\$12,000. <sup>00</sup>
<b>STORM DRAIN PIPE (Section 1.09)</b>					
119.	15-Inch RCP	20	L.F.	\$90. <sup>00</sup>	\$1,800. <sup>00</sup>
120.	15-Inch CMP	20	L.F.	\$85. <sup>00</sup>	\$1,700. <sup>00</sup>
121.	18-Inch RCP	20	L.F.	\$100. <sup>00</sup>	\$2,000. <sup>00</sup>
122.	18-Inch CMP	20	L.F.	\$95. <sup>00</sup>	\$1,900. <sup>00</sup>
123.	24-Inch RCP	10	L.F.	\$125. <sup>00</sup>	\$2,500. <sup>00</sup>
124.	24-Inch CMP	20	L.F.	\$120. <sup>00</sup>	\$2,400. <sup>00</sup>
125.	30-inch RCP	20	L.F.	\$200. <sup>00</sup>	\$4,000. <sup>00</sup>
126.	30-inch CMP	20	L.F.	\$185. <sup>00</sup>	\$3,700. <sup>00</sup>
127.	15-inch to 30-inch Precast Concrete Headwall	20	Each	\$2,000. <sup>00</sup>	\$4,000. <sup>00</sup>
128.	Remove and Reset Existing 15-inch to 30-inch Storm Drain Pipe	20	LF	\$150. <sup>00</sup>	\$3,000. <sup>00</sup>
129.	Remove and Reset Existing 15-inch to 30-inch Headwall	10	Each	\$2,500. <sup>00</sup>	\$25,000. <sup>00</sup>
<b>EROSION AND SEDIMENTATION CONTROL (Section 1.10)</b>					
130.	Construction Exits	5	Each	\$1,800. <sup>00</sup>	\$9,000. <sup>00</sup>
131.	Reinforced Silt Fence (Type S)	20	L.F.	\$5. <sup>00</sup>	\$100. <sup>00</sup>

132.	Hay Bale Check Dams	20	L.F.	\$25. <sup>00</sup>	\$ 500 <sup>00</sup>
133.	Stone Check Dams	20	Each	\$500. <sup>00</sup>	\$ 10,000 <sup>00</sup>
134.	Inlet Sediment Traps	20	Each	\$300. <sup>00</sup>	\$ 6,000 <sup>00</sup>
135.	Pigs-in-a-Blanket	20	Each	\$35. <sup>00</sup>	\$ 700 <sup>00</sup>
136.	Rip Rap with Filter Fabric Underlay	20	S.Y.	\$150. <sup>00</sup>	\$ 3,000 <sup>00</sup>
137.	Rip Rap	20	S.Y.	\$145. <sup>00</sup>	\$ 2,900 <sup>00</sup>
138.	Box Gabion (Surge Stone Fill with Filter Fabric Underlay) - 3' x 3' x 6' Baskets	20	Each	\$1250. <sup>00</sup>	\$ 25,000 <sup>00</sup>
139.	Tree Protection Fence	20	L.F.	\$3. <sup>00</sup>	\$ 60. <sup>00</sup> -
<b>VEGETATION RESTORATION (Section 1.11)</b>					
140.	Temporary Seeding (All Types)	50	S.Y.	\$2. <sup>00</sup>	\$ 100 <sup>00</sup>
141.	Permanent Seeding (All Types)	50	S.Y.	\$5. <sup>00</sup>	\$ 250 <sup>00</sup>
142.	Sod Grassing (All Types)	50	S.Y.	\$25. <sup>00</sup>	\$ 1250 <sup>00</sup>
143.	Hydroseeding	50	S.Y.	\$15. <sup>00</sup>	\$ 750 <sup>00</sup>
<b>TEMPORARY STREAM CROSSING (Section 1.12 )</b>					
144.	Up To 15-Feet From Top of Bank to Top of Bank	50	Each	\$3500. <sup>00</sup>	\$ 175,000 <sup>00</sup>
145.	15 to 25-Feet From Top of Bank to Top of Bank	50	Each	\$4500. <sup>00</sup>	\$ 225,000 <sup>00</sup>
146.	25 to 40-Feet From Top of Bank to Top of Bank	50	Each	\$12,000. <sup>00</sup>	\$ 600,000 <sup>00</sup>
147.	Over 40-Feet From Top of Bank to Top of Bank	50	Each	\$16,000. <sup>00</sup>	\$ 800,000 <sup>00</sup>
<b>TRENCH EXCAVATION AND STABILIZATION – AS ORDERED BY THE ENGINEER (Section 1.13)</b>					
148.	Trench Stabilization With Suitable Earth Materials	100	C.Y.	\$25. <sup>00</sup>	\$ 2500 <sup>00</sup>
149.	Trench Stabilization With Crusher Run	100	C.Y.	\$75. <sup>00</sup>	\$ 7500 <sup>00</sup>
150.	Trench Stabilization With Crushed Stone (#57)	100	C.Y.	\$75. <sup>00</sup>	\$ 7500 <sup>00</sup>
151.	Trench Stabilization With M-10 Sand	100	C.Y.	\$85. <sup>00</sup>	\$ 8500 <sup>00</sup>
152.	Trench Stabilization with Surge Stone	100	C.Y.	\$90. <sup>00</sup>	\$ 9000 <sup>00</sup>



153.	Trench Rock Excavation and Removal – Base Cost	100	C.Y.	\$40. <sup>00</sup>	\$ 4,000 <sup>00</sup>
154.	Trench Rock Excavation and Removal – Premium Cost	100	C.Y.	\$100. <sup>00</sup>	\$ 10,000 <sup>00</sup>
<b>EASEMENT CLEARING AND GRUBBING (Section 1.14)</b>					
155.	Clear 20-Foot Wide Easement - Light	100	L.F.	\$18. <sup>00</sup>	\$ 1,800 <sup>00</sup>
156.	Clear 20-Foot Wide Easement - Medium	100	L.F.	\$25. <sup>00</sup>	\$ 2,500 <sup>00</sup>
157.	Clear 20-Foot Wide Easement - Heavy	100	L.F.	\$35. <sup>00</sup>	\$ 3,500 <sup>00</sup>
<b>DRIVEWAY AND ROAD REPAIR AND REPLACEMENT (Section 1.15)</b>					
158.	Gravel Driveway Replacement	100	S.Y.	\$35. <sup>00</sup>	\$ 3,500 <sup>00</sup>
159.	Asphalt Driveway Replacement	100	S.Y.	\$50. <sup>00</sup>	\$ 5,000 <sup>00</sup>
160.	Concrete Driveway Replacement – Residential	100	S.Y.	\$95. <sup>00</sup>	\$ 9,500 <sup>00</sup>
161.	Concrete Driveway Replacement - Commercial	100	S.Y.	\$115. <sup>00</sup>	\$ 11,500 <sup>00</sup>
162.	Concrete Sidewalk	100	S.Y.	\$75. <sup>00</sup>	\$ 7,500 <sup>00</sup>
163.	Concrete Curb and Gutter	100	L.F.	\$65. <sup>00</sup>	\$ 6,500 <sup>00</sup>
164.	Granite Curb	100	L.F.	\$125. <sup>00</sup>	\$ 12,500 <sup>00</sup>
165.	Asphalt Pavement Removal and Replacement (Type A Cut Repair)	100	S.Y.	\$55. <sup>00</sup>	\$ 5,500 <sup>00</sup>
166.	Complete Fulton County Standard Utility Cut (Type C Cut Repair)	100	S.Y.	\$140. <sup>00</sup>	\$ 14,000 <sup>00</sup>
167.	Road Surface Milling less than 50 S.Y.	100	S.Y.	\$105. <sup>00</sup>	\$ 10,500 <sup>00</sup>
168.	Road Surface Milling 50 S.Y. to 200 S.Y.	100	S.Y.	\$95. <sup>00</sup>	\$ 9,500 <sup>00</sup>
169.	Road Surface Milling more than 200 S.Y.	100	S.Y.	\$45. <sup>00</sup>	\$ 4,500 <sup>00</sup>
170.	Road Surface Overlay	100	S.Y.	\$45. <sup>00</sup>	\$ 4,500 <sup>00</sup>
<b>PAVEMENT MARKING AND STRIPING (Section 1.16)</b>					
171.	4- or 5-Inch Std. DOT Striping - Thermoplastic	50	L.F.	\$20. <sup>00</sup>	\$ 1,000 <sup>00</sup>
172.	4- or 5-Inch Std. DOT Striping - Paint	50	L.F.	\$9. <sup>00</sup>	\$ 450 <sup>00</sup>

173.	Std. DOT Stop Bar – Thermoplastic – 24 - inch Wide	50	L.F.	\$250 <sup>ea</sup>	\$ 12,500 <sup>ea</sup>
174.	Std. DOT Stop Bar – Paint – 24-inch Wide	50	L.F.	\$90 <sup>ea</sup>	\$ 4,500 <sup>ea</sup>
<b>TRAFFIC CONTROL- AS ORDERED BY THE ENGINEER (Section 1.17)</b>					
175.	Std. DOT Concrete Barrier	50	L.F.	\$13 <sup>ea</sup>	\$ 650 <sup>ea</sup>
176.	MUTCD Std. Safety Barrel	20	Each / Day	\$6 <sup>ea</sup>	\$ 120 <sup>ea</sup>
177.	Police Cruiser	20	Hours	\$110 <sup>ea</sup>	\$ 2200 <sup>ea</sup>
178.	Certified Flagman	20	Hours	\$95 <sup>ea</sup>	\$ 1,900 <sup>ea</sup>
179.	Light Plant	20	Hours	\$100 <sup>ea</sup>	\$ 2,000 <sup>ea</sup>
180.	Electronic Message Board	20	Days	\$500 <sup>ea</sup>	\$ 10,000 <sup>ea</sup>
<b>REMOVE AND REPLACE EXISTING FENCE (Section 1.18)</b>					
181.	4-Foot High Chain Link	50	L.F.	\$45 <sup>ea</sup>	\$ 2250 <sup>ea</sup>
182.	6-Foot High Chain Link	50	L.F.	\$55 <sup>ea</sup>	\$ 2750 <sup>ea</sup>
183.	6-Foot High Wood	20	L.F.	\$75 <sup>ea</sup>	\$ 1500 <sup>ea</sup>
<b>CAST IN PLACE CONCRETE (Section 1.19)</b>					
184.	Concrete Piers	20	C.Y.	\$1250 <sup>ea</sup>	\$ 25,000 <sup>ea</sup>
185.	General Concrete Placement	20	C.Y.	\$ 500 <sup>ea</sup>	\$ 10,000 <sup>ea</sup>
186.	Concrete – Flowable Fill	50	C.Y.	\$ 400 <sup>ea</sup>	\$ 20,000 <sup>ea</sup>
187.	Reinforced Concrete Placement	30	C.Y.	\$ 1,000 <sup>ea</sup>	\$ 30,000 <sup>ea</sup>
<b>PROGRAMMABLE ELECTRONIC MARKING DEVICES (Section 1.20)</b>					
188.	Line Marker Balls - 3M 1424-XR-ID	5	Each	\$ 50 <sup>ea</sup>	\$ 250 <sup>ea</sup>
<b>CCTV (Section 1.21)</b>					
189.	Pre-installation CCTV 8 inch to 20 inch diameter pipe	100	L.F.	\$12 <sup>ea</sup>	\$ 1200 <sup>ea</sup>
190.	Pre-installation CCTV 20 inch to 36 inch diameter pipe	100	L.F.	\$17 <sup>ea</sup>	\$ 1700 <sup>ea</sup>
191.	Pre-installation CCTV Above 36 inch diameter pipe	100	L.F.	\$20 <sup>ea</sup>	\$ 2,000 <sup>ea</sup>



192.	Post-installation CCTV 8 inch to 20 inch diameter pipe on new pipe	100	L.F.	\$6. <sup>00</sup>	\$ 600 <sup>00</sup>
193.	Post-installation CCTV 20 inch to 36 inch diameter pipe on new pipe	100	L.F.	\$8. <sup>00</sup>	\$ 800 <sup>00</sup>
194.	Post-installation CCTV Above 36 inch diameter pipe on new pipe	100	L.F.	\$10. <sup>00</sup>	\$ 1000 <sup>00</sup>
<b>UTILITY LOCATION – EXCAVATION AND BACKFILL (Section 1.22)</b>					
195.	Soft Dig Hydro Excavation	20	Hour	\$550. <sup>00</sup>	\$ 11,000 <sup>00</sup>
196.	Exploratory Excavation	20	C.Y.	\$250 <sup>00</sup>	\$ 5,000 <sup>00</sup>
<b>EMERGENCY SERVICES</b> The following labor and equipment are included for when the County needs manpower or additional equipment to assist in making emergency repairs other than those specified above as unit price items. Hourly rate items below shall NOT apply when work is performed under non-emergency conditions. Once an emergency condition has ended, work will proceed based upon unit price line items. A Notice to Proceed for each phase of the project will indicate emergency or non-emergency project status (Section 1.24)					
197.	Sewer Superintendent	20	Hour	\$150. <sup>00</sup>	\$ 3000 <sup>00</sup>
198.	Sewer Crew Truck - Fully Equipped with tools and repair parts including but not limited to pipe saw, wacker-packer, chain saw, and miscellaneous hand tools, including sewer foreman and three laborers.	40	Hour	\$500 <sup>00</sup>	\$ 20,000 <sup>00</sup>
199.	Rubber Tired Front End Loader With Trailer and Operator	40	Hour	\$185. <sup>00</sup>	\$ 7,400 <sup>00</sup>
200.	Rubber Tired Backhoe With Trailer and Operator	20	Hour	\$185. <sup>00</sup>	\$ 3,700 <sup>00</sup>
201.	Excavator With Trailer and Operator	20	Hour	\$200 <sup>00</sup>	\$ 4,000 <sup>00</sup>
202.	Trench Compactor With Operator	20	Hour	\$150 <sup>00</sup>	\$ 3,000 <sup>00</sup>
203	Mobile Air Compressor With Hoses and Air Tools (Jackhammer, Pavement Breaker, Clay Spade, etc.)	20	Hour	\$150. <sup>00</sup>	\$ 3,000 <sup>00</sup>
<b>NON-EMERGENCY SERVICES</b> The following labor and equipment are included for when the County needs manpower or additional equipment to assist in making emergency repairs other than those specified above as unit price items. Hourly rate items below shall NOT apply when work is performed under non-emergency conditions. Once an emergency condition has ended, work will proceed based upon unit price line items. A Notice to Proceed for each phase of the project will indicate emergency or non-emergency project status. (Section 1.24)					
204.	Sewer Superintendent	20	Hour	\$125 <sup>00</sup>	\$ 2500 <sup>00</sup>

205.	Sewer Crew Truck - Fully Equipped with tools and repair parts including but not limited to pipe saw, wacker-packer, chain saw, and miscellaneous hand tools, including sewer foreman and three laborers.	40	Hour	\$475 <sup>u</sup>	\$ 19,000 <sup>u</sup>
206.	Rubber Tired Front End Loader With Trailer and Operator	40	Hour	\$175 <sup>u</sup>	\$ 7,000 <sup>u</sup>
207.	Rubber Tired Backhoe With Trailer and Operator	20	Hour	\$175 <sup>u</sup>	\$ 3,500 <sup>u</sup>
208.	Excavator With Trailer and Operator	20	Hour	\$190. <sup>u</sup>	\$ 3,800 <sup>u</sup>
209.	Trench Compactor With Operator	40	Hour	\$125 <sup>u</sup>	\$ 5,000 <sup>u</sup>
210.	Mobile Air Compressor With Hoses and Air Tools (Jackhammer, Pavement Breaker, Clay Spade, etc.)	20	Hour	\$125. <sup>u</sup>	\$ 2,500 <sup>u</sup>
<b>CASH ALLOWANCES (WITH APPROVED PROPOSALS) (Section 1.23)</b>					
211.	Soils, Concrete, Asphalt, and Materials Testing	1	LS	\$ 20,000.00	\$ 20,000.00
212.	Utility Conflict Resolution	1	LS	\$ 20,000.00	\$ 20,000.00
213.	Large Tree Removal (18-Inch Diameter and Above - )	1	LS	\$ 20,000.00	\$ 20,000.00
214.	Bypass Pumping (Specialty Contractor)	1	LS	\$175,000.00	\$ 175,000.00
215.	Preblast Survey/Inspection and Blasting Monitoring	1	LS	\$ 20,000.00	\$ 20,000.00
	<b>Total Base Bid Amount Lines (1 - 215)</b>			\$4,503,480. <sup>u</sup>	

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

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

5% OF PRINCIPALS BID

Dollars

(\$ 225,174.<sup>00</sup>) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

ADDENDUM # 1 DATED 10-24-27

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

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

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

BIDDER: WADE COOTS COMPANY, INC.

Signed by: W. GREG COOTS  
[Type or Print Name]

Title: VICE-PRESIDENT

Business Address: 174 DUNCAN CIRCLE  
HIRAM, GA 30141

Business Phone: 770-819-0601



Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

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

**Name**

**Address**

W. WADE COOTS PRES.

174 DUNCAN CIRCLE

W. GREG COOTS VICE PRES

HIRAM, GA 30141

**END OF SECTION**



**EXHIBIT E**  
**PURCHASING FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] WADE COOTS COMPANY, INC. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1435443  
EEV/Basic Pilot Program\* User Identification Number

[Signature]  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

VICE-PRESIDENT  
Title of Authorized Officer or Agent of Contractor

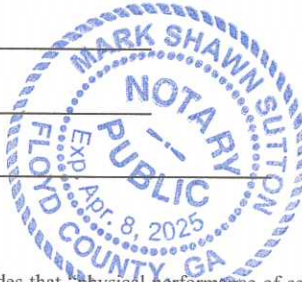
W. GREG COOTS  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 30<sup>th</sup> day of OCTOBER, 2021

Notary Public: [Signature]

County: FLOYD

Commission Expires: 4-8-25



<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

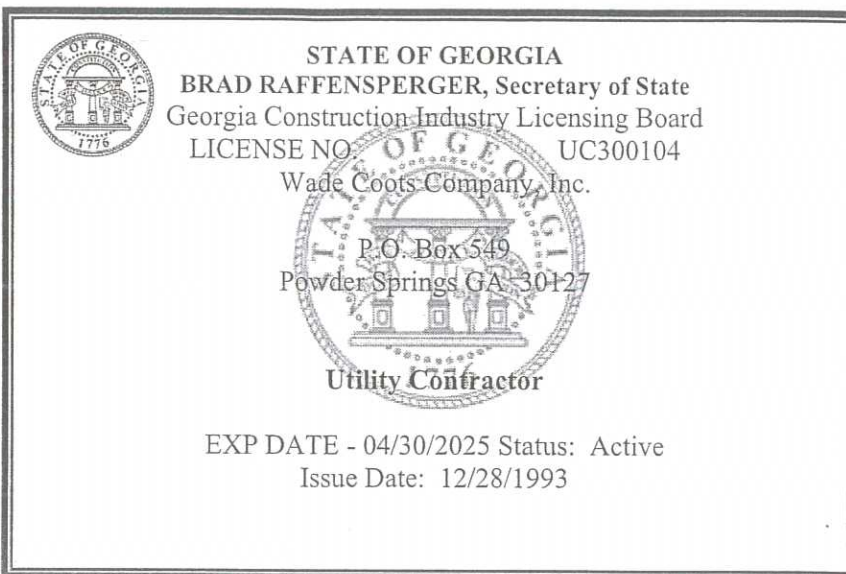
**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**Contractor's Name: WADE COOTS COMPANY, INC.Utility Contractor's Name: W. GREG COOTSExpiration Date of License: 4-30-25

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

Signed: Date: 10-30-24

(ATTACH COPY OF LICENSE)

\* SEE ATTACHED



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Wade Coots Company, Inc.  
174 Duncan Circle  
Hiram GA 30141



**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**Contractor's Name: WADE COOTS COMPANY, INC.General Contractor's License Number: OCC 24-22072Expiration Date of License: 12-31-27

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

Signed: Date: 10-30-27

(ATTACH COPY OF LICENSE)



# City of Hiram

## Occupational Tax Certificate

### 2024

Date Issued: 04/15/2024

Certificate Number: OCC24-22072

Expiration Date: 12/31/2024

Issued to: **WADE COOTS COMPANY INC**  
Type of Business: **Water and Sewer Line and Related Structures Construction**  
Location: **174 DUNCAN CIR**  
Mailing Address: **WADE COOTS COMPANY INC**

PO BOX 549  
POWDER SPRINGS, GA 30127

In consideration of which is granted a Certificate in this City for the period ending December 31, 2024.

Witness by hand and seal for the City, day and year above written.

  
City Clerk

*DISPLAY IN A CONSPICUOUS PLACE. MAY BE REVOKED FOR CAUSE.  
NON-TRANSFERABLE*

# City of Hiram

## Occupational Tax Certificate

### Receipt for Certificate

### 2024

Date Issued: 04/15/2024

Certificate Number: OCC24-22072

Expiration Date: 12/31/2024

#### FEE INFORMATION

CLASS 1

\$2,750.00

**TOTAL PAID**

**\$2,750.00**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION****NOTE: Please complete this form for the work your firm will perform on this project.**Contractor's Name: WADE COOTS COMPANY, INC.Performing work as: Prime Contractor ☒ Sub-Contractor ☐Professional License Type: UTILITYProfessional License Number: UC # 300101Expiration Date of License: 4-30-25

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

Signed: Date: 10-30-21

(ATTACH COPY OF LICENSE)

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

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

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

*A SEE ATTACHED*





October 30, 2024

Bid: 24ITB09132K-CRB (2025 Standby Misc. Construction Wastewater Services)

Re: Response to Proposer's Disclosure Form and Questionnaire

The following responses correlate respectively to the numerically listed questions solicited in the specifications attached hereto.:

**General Questions**

1. Wade Coots Company, Inc. officers and directors:  
W. Wade Coots            President  
W. Greg Coots            Vice President  
Margaret Coots            Secretary

There are no "Affiliates" for this Project.

2. The Wade Coots Company, Inc. is a local underground utility Contractor that has been in business for over 30 years and has grown from 8 employees to over 25 employees. The Company owns and operates it's own equipment necessary to do the majority of the Work for this Contract. Wade Coots Company, Inc. specializes in Annual Contracts and holds multiple Annuals in Cobb, Fulton, and Marietta.
3. All business that has been done on previous Fulton County Contracts has been completed as Wade Coots Company, Inc. No individuals or employees have or had a separate business relationship with the County outside of Wade Coots Company, Inc.

W. Wade Coots  
President

**UNDERGROUND UTILITY CONTRACTOR**  
**174 DUNCAN CIRCLE, HIRAM, GA 30141**  
**PHONE 770/819-0601 FAX: 770/819-0601102**

**LITIGATION DISCLOSURE:**

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;  
Circle One: YES ☒ NO
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and  
Circle One: YES ☒ NO
  - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.  
Circle One: YES ☒ NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?  
Circle One: YES ☒ NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?  
Circle One: YES ☒ NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?  
Circle One: YES ☒ NO
5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]



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

On this 30<sup>th</sup> day of OCTOBER, 2024

WADE COSTS COMPANY, INC. 10-30-24  
(Legal Name of Proponent) (Date)

[Signature] 10-30-24  
(Signature of Authorized Representative) (Date)

VICE-PRESIDENT  
(Title)

Sworn to and subscribed before me,

This 30<sup>th</sup> day of OCTOBER, 2024

[Signature]  
(Notary Public)

(Seal)

Commission Expires 4-8-25  
(Date)



**EXHIBIT F**  
**CONTRACT COMPLIANCE FORMS**



October 30, 2024

Ms. Bebe Love  
Contract Compliance Officer  
Fulton County Office of Contract Compliance  
130 Peachtree Street, SW  
Atlanta, GA 30303

Project, (Bid): 24ITB08132K-CRB (2025 Standby Misc. Construction Wastewater  
System Services Contract)  
Re: EBO Plan

Dear Ms. Love,

Our EBO Plan is as follows,

Wade Coots Company, Inc. has reviewed the above mentioned and intends to  
Subcontract 0% of the Work under this Bid.

We plan to self-perform all work unless we have to utilize a specialty contractor. There  
are no specific jobs outlined in the bid to see what work will be required. If awarded and  
see a need to hire the services of a subcontractor we will utilize the registered MBE's  
under Fulton's website and get pricing accordingly. We would like to utilize the services  
of SUM Consulting, Inc. pending WBE approval and C&H Planners as subcontractors  
pending the amount of work is issued and what type of work. Since this is a Standby  
Contract, future work is unknown.

**The Total Planned Minority Participation, (MBE) on this Project will be 0%**

The remainder of the Subcontracted Work is expected to be less than 1%

For some reason we need to subcontract other parts of this contract, Wade Coots  
Company, Inc. will utilize the approved subs list from Fulton County or advertise through  
local media to find other minority firms.

Please contact us if you require any additional information on our EBO Plan.

Sincerely,

Mark Sutton  
Project Manager

**UNDERGROUND UTILITY CONTRACTOR**  
**298 SIX FLAGS PARKWAY, AUSTELL, GEORGIA 30168**  
**PHONE 770/819-0601 FAX: 770/819-0403**

"Know all persons by these presents, that I/We ( W. GREG COOTS ),  
Name

VICE-PRESIDENT  
Title

WADE COOTS COMPANY, INC.  
Company Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: W. GREG COOTS TITLE: VICE-PRESIDENT

SIGNATURE: 

ADDRESS: 174 DUNCAN CIRCLE

Hiwahi, GA 30141

PHONE NUMBER: 770-819-0601 EMAIL: mark.sutton@wadecootscompany.com



## EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name WADE COSTS COMPANY, INC.

ITB/RFP Name & Number: 24ITB091324K-CRB

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒ is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** \*\*If yes, Prime must submit a copy of recent certification.

☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ 0 Or 0 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	



3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) 0 - TBD

Total Percentage of Certified Subcontractors: (%) 0 - TBD

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: [Signature] Title: VICE-PRESIDENT

Business or Corporate Name: WADE COOTS COMPANY, INC.

Address: 174 DUNCAN CIRCLE  
ALBANY, GA 31701

Telephone: (770) 819-0601

Fax Number: (770) 819-0601102

Email Address: mark.sutton@wadecootscompany.com

#### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

TBD

[illegible]

**EXHIBIT G**  
**INSURANCE AND RISK MANAGEMENT FORMS**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

### **USE OF PREMISES**

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

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

### **PROTECTION OF PROPERTY**



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

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

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

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: WADE COOTS COMPANY SIGNATURE: 

NAME: W. GREG COOTS TITLE: VICE-PRESIDENT

DATE: 10-30-24

★ SEE ATTACHED

Please attach pay and performance bond paperwork.



# PAYMENT BOND

Bond No. 2365060

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means **24ITB091324K-CRB - 2025 Standby Miscellaneous Construction Wastewater System Services**

"Principal:" (Legal Name and Business Address),  
(hereinafter called the

[Insert Name of Contractor  
"Principal"]

Wade Coots Company, Inc.

174 Duncan Circle, Hiram, GA 30141

Type of Organization ("X" one):

☐ Individual

☐ Partnership

☐ Joint Venture

☒ Corporation

"Surety:" (Name and Business Address)

Swiss Re Corporate Solutions  
America Insurance Corporation

1200 Main St., Suite 800,  
Kansas City, MO 64105

duly authorized by the Commissioner  
of Insurance of the State of Georgia to  
transact surety business in the State  
of Georgia.

"Contract:" Agreement between Principal and Owner, dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding performance of Work relative to the Project.

"Penal Sum:" One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1 and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

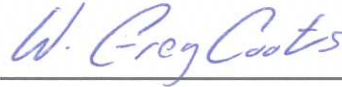


**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** Wade Coots Company, Inc.



\_\_\_\_\_  
President/Vice President (Sign)

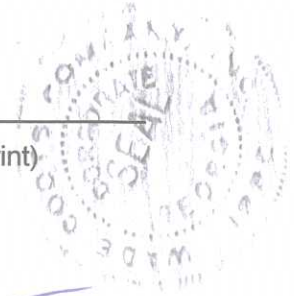


\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:



\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)



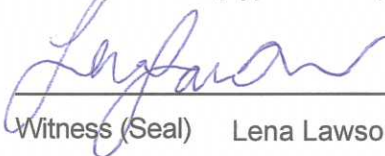
**SURETY:** Swiss Re Corporate Solutions America Insurance Corporation

By: 

\_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Kevin M. Neidert

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)



\_\_\_\_\_  
Witness (Seal)    Lena Lawson





**PERFORMANCE BOND**

Bond No. 2365060

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means **24ITB091324K-CRB - 2025 Standby Miscellaneous Construction Wastewater System Services**

"Principal:" (Legal Name and Business Address), [Insert Name of Contractor (hereinafter called the "Principal")]

Wade Coots Company, Inc.

174 Duncan Circle, Hiram, GA 30141

Type of Organization ("X" one):  
       \_\_\_\_\_ Individual  
       \_\_\_\_\_ Partnership  
       \_\_\_\_\_ Joint Venture  
         X   Corporation

"Surety:" (Name and Business Address) Swiss Re Corporate Solutions  
America Insurance Corporation

1200 Main St., Suite 800, Kansas City, MO 64105

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding performance of Work relative to the Project.

"Penal Sum:" One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the

original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

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

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

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

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

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

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



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

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

**IN WITNESS WHEREOF**, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:** Wade Coots Company, Inc.

  
\_\_\_\_\_  
President/Vice President (Sign)


W. Greg Coots  
\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

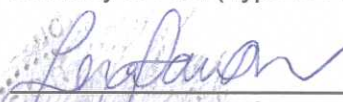
  
\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)



**SURETY:** Swiss Re Corporate Solutions America Insurance Corporation

By:   
\_\_\_\_\_  
Attorney-in-Fact (Sign)

Kevin M. Neidert  
\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

  
\_\_\_\_\_  
Witness (Seal) Lena Lawson



# SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
 WESTPORT INSURANCE CORPORATION ("WIC")

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

P.D. YATES III, DANIEL YATES, KEVIN M. NEIDERT, SEAN TIDWELL, SANDRA LAWRENCE,  
 JENNA JONES, LISA LEE, CHARLES THOMPSON and ELIZABETH WHITE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
 of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
 & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 9th day of MAY, 20 24

State of Illinois  
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
 Swiss Re Corporate Solutions Premier Insurance Corporation  
 Westport Insurance Corporation

On this 9th day of MAY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this        day of       , 20       .

Jeffrey Goldberg  
 Jeffrey Goldberg, Senior Vice President &  
 Assistant Secretary of SRCSAIC and  
 SRCSPIC and WIC

## Certificate Of Completion

Envelope Id: A95F3070-15C7-48D1-AF09-A18FBF9E548F

Status: Completed

Subject: 24ITB091324K-CRB - 2025 Standby Miscellaneous Construction Wastewater System Services(B)

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 136

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Craig R. Bogan

AutoNav: Enabled

Stamps: 2

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-05:00) Eastern Time (US &

Atlanta, GA 30303

Canada)

craig.bogan@fultoncountyga.gov

IP Address: 68.74.213.145

## Record Tracking

Status: Original

Holder: Craig R. Bogan

Location: DocuSign

1/21/2025 11:26:46 AM

craig.bogan@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

## Signer Events

## Signature

## Timestamp

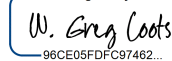
W. Greg Coots

greg.coots@wadecootscompany.com

Vice President

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
96CE05FDFC97462...

Sent: 1/21/2025 12:02:49 PM

Resent: 2/5/2025 9:26:03 AM

Viewed: 2/11/2025 9:09:12 AM

Signed: 2/11/2025 9:15:34 AM

Signature Adoption: Pre-selected Style

Using IP Address: 50.251.132.226

## Electronic Record and Signature Disclosure:

Accepted: 12/3/2018 3:43:13 PM

ID: d36d1271-8cc0-4e86-9248-74c80b0a0470

Mark Sutton

mark.sutton@wadecootscompany.com

Vice President

Wade Coots Company, Inc.

Security Level: Email, Account Authentication  
(None)

**Signed**



Sent: 2/11/2025 9:15:37 AM

Viewed: 2/11/2025 9:16:56 AM

Signed: 2/11/2025 9:17:52 AM

Using IP Address: 50.251.132.226

## Electronic Record and Signature Disclosure:

Accepted: 12/14/2017 12:52:03 PM

ID: 2743056a-7fc8-4666-94ac-8df7cd8f1ded

Mark Sutton

mark.sutton@wadecootscompany.com

Vice President

Wade Coots Company, Inc.

Security Level: Email, Account Authentication  
(None)

**Completed**

Sent: 2/11/2025 9:50:48 AM

Viewed: 2/17/2025 10:28:40 AM

Signed: 2/25/2025 2:27:52 PM

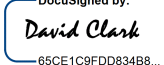
Using IP Address: 50.251.132.226


## Electronic Record and Signature Disclosure:

Accepted: 12/14/2017 12:52:03 PM

ID: 2743056a-7fc8-4666-94ac-8df7cd8f1ded



Signer Events	Signature	Timestamp
<p>Craig R. Bogan  craig.bogan@fultoncountyga.gov  Assistant Purchasing Agent  Hogan Construction Group, LLC  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 68.74.213.145</p>	<p>Sent: 2/11/2025 9:17:56 AM  Viewed: 2/11/2025 9:43:22 AM  Signed: 2/11/2025 9:52:19 AM</p>
<p>Craig R. Bogan  craig.bogan@fultoncountyga.gov  Assistant Purchasing Agent  Hogan Construction Group, LLC  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 74.174.59.4</p>	<p>Sent: 2/25/2025 2:27:57 PM  Viewed: 2/26/2025 1:04:39 PM  Signed: 2/26/2025 1:07:25 PM</p>
<p>David Clark  David.Clark@Fultoncountyga.Gov  Director  Public Works  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 11/13/2017 1:07:14 PM  ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732</p>	<p>DocuSigned by:    65CE1C9FDD834B8...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 107.77.229.67</p>	<p>Sent: 2/25/2025 2:27:57 PM  Viewed: 2/25/2025 3:53:02 PM  Signed: 2/25/2025 3:53:20 PM</p>
<p>Denval Stewart  Denval.Stewart@Fultoncountyga.Gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>Signed by:    8B574564AFF0466...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 98.62.245.48</p>	<p>Sent: 2/26/2025 1:07:30 PM  Viewed: 2/26/2025 1:14:43 PM  Signed: 2/26/2025 1:17:40 PM</p>
<p>Nikki Peterson  nikki.peterson@fultoncountyga.gov  Chief Deputy Clerk to the Board of Commissioners  Fulton County Government  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 11/27/2017 1:39:37 PM  ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p>	<p><b>Completed</b></p> <p>Using IP Address: 74.174.59.10</p>	<p>Sent: 2/26/2025 1:17:45 PM  Resent: 3/4/2025 2:33:21 PM  Viewed: 3/5/2025 11:13:34 AM  Signed: 3/5/2025 11:15:35 AM</p>
<p>Robert L. Pitts  harriet.thomas@fultoncountyga.gov  Chairman  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 3/5/2025 3:32:48 PM  ID: b8918b00-5c81-4b62-999d-f825b4874e41</p>	<p>Signed by:    14E1B4AA5F6A44A...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 68.208.197.4</p>	<p>Sent: 3/5/2025 11:15:39 AM  Viewed: 3/5/2025 3:32:48 PM  Signed: 3/5/2025 3:32:55 PM</p>

Signer Events	Signature	Timestamp
Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div> <div>Tonya R. Grier</div> <div>EEC476C4837648D...</div> </div> 	Sent: 3/5/2025 3:32:59 PM Viewed: 3/6/2025 7:39:51 AM Signed: 3/6/2025 7:40:00 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 99.96.24.191

Electronic Record and Signature Disclosure:  
 Accepted: 3/16/2018 10:54:59 AM  
 ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

Craig R. Bogan  
 craig.bogan@fultoncountyga.gov  
 Assistant Purchasing Agent  
 Hogan Construction Group, LLC  
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 68.74.213.145

Sent: 3/6/2025 7:40:05 AM  
 Viewed: 3/7/2025 10:30:20 AM  
 Signed: 3/7/2025 10:31:17 AM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/7/2025 10:31:22 AM Viewed: 3/7/2025 11:37:39 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/21/2025 12:02:50 PM
Envelope Updated	Security Checked	2/11/2025 9:50:48 AM
Envelope Updated	Security Checked	2/11/2025 9:50:48 AM
Certified Delivered	Security Checked	3/7/2025 10:30:20 AM
Signing Complete	Security Checked	3/7/2025 10:31:17 AM
Completed	Security Checked	3/7/2025 10:31:22 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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