



**FULTON
COUNTY**

CONTRACT AGREEMENT #19ITB121198K-EC

**2019 STANDBY MISCELLANEOUS CONSTRUCTION –
PAVING SERVICES**

FOR

DEPARTMENT OF PUBLIC WORKS

OF

FULTON COUNTY GOVERNMENT



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
BRAD
RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **D A F CONCRETE, INC.** Control Number: **0369612**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **212 HICKS DRIVE, MARIETTA, GA, 30060, USA** Date of Formation / Registration Date: **12/10/2003**

State of Formation: **Georgia** Last Annual Registration Year: **2019**

REGISTERED AGENT INFORMATION

Registered Agent Name: **ANTONIO SANCHEZ**

Physical Address: **212 HICKS DRIVE, MARIETTA, GA, 30060, USA**

County: **Cobb**

OFFICER INFORMATION

Name	Title	Business Address
ANTONIO SANCHEZ	Secretary	212 HICKS DRIVE, Marietta, GA, 30060, USA
ANTONIO SANCHEZ	CEO	212 HICKS DRIVE, Marietta, GA, 30060, USA
ANTONIO SANCHEZ	CFO	212 HICKS DRIVE, Marietta, GA, 30060, USA

Filing History

Name History

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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OWNER - CONTRACTOR AGREEMENT

#19ITB121198K-EC 2019 STANDBY MISCELLANEOUS CONSTRUCTION – PAVING SERVICES

Contractor: DAF Concrete, Inc

Project No. #19ITB121198K-EC

Address: 9160 Turner Road
Jonesboro, Ga 30236

Telephone: 770-629-4036

Contact: Antonio Sanchez, President

Email: daf_concrete_inc@yahoo.com

THIS AGREEMENT is effective as of the 2 nd day of January, 2020, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions (not applicable)
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **One Hundred Twenty Five Thousand Dollars and Zero Cents, (\$125,000.00)** and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

#19ITB121198K-EC

2019 STANDBY MISCELLANEOUS CONSTRUCTION – PAVING SERVICES

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within one (1) year with two (2) one-year renewal options. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

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

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

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, 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. **[See General Conditions for similar provision]**

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

This agreement was approved by the Fulton County Board of Commissioner on December 4, 2019, BOC# 19-1006.

[SIGNATURES NEXT PAGE]

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chair
Board of Commissioners

CONTRACTOR:

DAF CONCRETE, INC.

DocuSigned by:

ANTONIO SANCHEZ

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Antonio Sanchez
President



ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C7637648D...

Tonya R. Grier
Chief Deputy Clerk to the Commissioners

(Affix County Seal)



ATTEST:

Audrey Clyde

Secretary/
Assistant Secretary

DocuSigned by:

(Affix Corporate Seal)



APPROVED AS TO FORM:

DocuSigned by:

[Signature]

2277A2CE73F4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

65CE1C9FDD834B8...

David Clark, Director
Department of Public Works

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: <u>19-1006</u> RM: <u>12/4/19</u> REGULAR MEETING
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END OF SECTION

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 performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently 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

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.

I N D E X

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EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 20__, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20____. _____, who under Oath deposes and says that he is _____ of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission expires

END OF SECTION

EXHIBIT B
SPECIAL CONDITIONS
(NO SPECIAL CONDITIONS FOR THIS PROJECT)

EXHIBIT C

ADDENDA

#19ITB121198K-EC, 2019 Standby Miscellaneous Construction – Paving Services

September 19, 2019

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ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned Bidder acknowledges receipt of this Addendum by returning one (1) copy of this Acknowledgement form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time Wednesday, October 16, 2019 at 11:00 a.m.

This is to acknowledge receipt of Addendum No. 1, 20 day of 9, 2019.

DAF Concrete, Inc.
Legal Name of Bidder

Antonio Sanchez
Signature of Authorized Representative

President
Title

#19ITB121198K-EC, 2019 Standby Miscellaneous Construction – Paving Services

October 1, 2019

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ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned Bidder acknowledges receipt of this Addendum by returning one (1) copy of this Acknowledgement form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time Wednesday, October 16, 2019 at 11:00 a.m.

This is to acknowledge receipt of Addendum No. 2, 1 day of 10, 2019.

DAF Concrete, Inc.
Legal Name of Bidder

Antonio Sanchez
Signature of Authorized Representative

President
Title

EXHIBIT D

BID FORM

BID FORM

Submitted To: Fulton County Government

Submitted By: DAF Concrete, Inc.

For: #19ITB121198K-EC, 2019 Standby Miscellaneous Construction – Paving Services

Submitted on October 16, 2019

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

TOTAL BASE BID AMOUNT\$ 534,650.00

(Dollar Amount in Numbers)

Five hundred thirty-four thousand six hundred fifty —

(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.

REVISED BID FORM

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
CONTRACTOR MOBILIZATION / DEMOLITION					
1.	For Projects less than \$25,000	10	EA	\$500.00	\$5,000.00
2.	For Projects \$25,000 to \$75,000	5	EA	\$1,000.00	\$5,000.00
3.	For Projects more than \$75,000	5	EA	\$1,500.00	\$7,500.00
DRIVEWAY AND ROAD REPAIR AND REPLACEMENT					
4.	Utility Patch Repair	20	LS	2,000. ⁰⁰	40,000. ⁰⁰
5.	Gravel Driveway Replacement	50	SY	10. ⁰⁰	500. ⁰⁰
6.	Asphalt Driveway Replacement	60	SY	25. ⁰⁰	1,500. ⁰⁰
7.	Concrete Driveway – Residential Replacement	100	SY	40. ⁰⁰	4,000. ⁰⁰
8.	Concrete Driveway – Commercial Replacement	100	SY	45. ⁰⁰	4,500. ⁰⁰
9.	Concrete Sidewalk	400	SY	38. ⁰⁰	15,200. ⁰⁰
10.	Concrete Curb and Gutter	200	LF	20. ⁰⁰	4,000. ⁰⁰
11.	Granite Curb	100	LF	30. ⁰⁰	3,000. ⁰⁰
12.	Asphalt Pavement Removal and Replacement (Type A Cut Repair)	200	SY	30. ⁰⁰	6,000. ⁰⁰
13.	Asphalt Pavement Removal and Replacement (Type C Cut Repair)	1,000	SY	30. ⁰⁰	30,000. ⁰⁰
14.	Road Surface Milling, Less than 50 SY	1,000	SY	5. ⁰⁰	5,000. ⁰⁰
15.	Road Surface Milling, 50 SY to 200 SY	2,000	SY	4. ⁰⁰	8,000. ⁰⁰
16.	Road Surface Milling, 200 SY to 5,000 SY	2,000	SY	4. ⁰⁰	8,000. ⁰⁰
17.	Road Surface Milling, More than 5,000 SY	5,000	SY	5. ⁰⁰	25,000. ⁰⁰
18.	Road Surface Overlay, Less than 50 SY	1,000	SY	28. ⁰⁰	28,000. ⁰⁰
19.	Road Surface Overlay, 50 SY to 200 SY	2,000	SY	28. ⁰⁰	56,000. ⁰⁰
20.	Road Surface Overlay, 200 SY to 5,000 SY	2,000	SY	28. ⁰⁰	56,000. ⁰⁰
21.	Road Surface Overlay, More than 5,000 SY	5,000	SY	20. ⁰⁰	100,000. ⁰⁰
22.	4- or 5- Std. DOT Striping - Paint	100	LF	3. ⁰⁰	300. ⁰⁰
23.	4- or 5- Std. DOT Striping - Thermoplastic	200	LF	3. ⁰⁰	600. ⁰⁰
24.	Std. DOT Stop Bar – Paint	100	LF	50. ⁰⁰	5,000. ⁰⁰
25.	Std. DOT Stop Bar – Thermoplastic	200	LF	40. ⁰⁰	8,000. ⁰⁰

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
26	Std. DOT Symbol – Paint	10	EA	40.00	400.00
27	Std. DOT Symbol - Thermoplastic	20	EA	50.00	1,000.00
TRAFFIC CONTROL					
28	Std. DOT Plastic Road Barrier	20	EA/DAY	600.00	12,000.00
29	MUTCD Std. Safety Barrel	40	EA/DAY	500.00	20,000.00
30	Police Cruiser	80	HR	80.00	6,400.00
31	Certified Flagman	80	HR	20.00	1,600.00
32	Light Plant	80	HR	20.00	1,600.00
TRAFFIC CONTROL					
33	Electronic Message Board	10	EA/DAY	100.00	1,000.00
EROSION AND SEDIMENT CONTROL					
34	Construction Exit	5	EA	400.00	2,000.00
35	Reinforced Silt Fence Type S	300	LF	2.00	600.00
36	Hay Bale Check Dams	30	EA	10.00	300.00
37	Inlet Sediment Traps	10	EA	100.00	1,000.00
38	Pigs-in-Blanket	10	EA	100.00	1,000.00
39	Tree Protection Fence	300	LF	1.00	300.00
40	Temporary Grassing	1,000	SY	1.00	1,000.00
41	Permanent Grassing	1,000	SY	.35	350.00
42	Sod Grassing	1,000	SY	8.00	8,000.00
OWNER CONTROLLED CONTINGENCY					
43	Owner Controlled Contingency				\$50,000.00
	TOTAL BASE BID AMOUNT (lines 1-43)				\$534,650

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:

Five Hundred thirty-four thousand Six hundred Fifty Dollars

(\$ 534,650.00) 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.

BIDDER: DAF Concrete, Inc.

Signed by: Antonio Sanchez
[Type or Print Name]

Title: President

Business Address: 9160 Turner Rd.
Jonesboro, GA, 30236

Business Phone: (770) 629-4036

Email: daf-concrete-inc@yahoo.com

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
<u>Antonio Sanchez President</u>	<u>212 Hicks Dr. SE Marietta, GA</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

END OF SECTION

EXHIBIT E
BONDS (PAYMENT AND PERFORMANCE)

PAYMENT BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

PAYMENT BOND

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

"Project:" means #19ITB121198K-EC, 2019 Standby Miscellaneous Construction – Paving Services

"Principal": DAF Concrete, Inc. (hereinafter called the "Principal")
212 Hicks Drive
Marietta, Ga 30060

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

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:" [100% of contract amount] \$125,000.00

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 obligations to be signed by their duly authorized representatives this _____ day of _____, 20____.

PRINCIPAL:_____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____

Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

PERFORMANCE BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

PERFORMANCE BOND

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

"Project:" means #19ITB121198K-EC, 2019 Standby Miscellaneous Construction – Paving Services

"Principal:" DAF Concrete, Inc. (hereinafter called the "Principal")
212 Hicks Drive
Marietta, Ga 30060

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address) _____

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:" [100% of contract amount] \$125,000.00.

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:_____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

END OF SECTION

EXHIBIT F

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The work will consist of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of streets, sidewalks, curb and gutter, and other pavement but not limited to these items, within Fulton County. The work also includes providing an emergency paving repair crew on an as needed basis as requested. 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. The detailed scope of work and technical specifications are 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 or Bonds.

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 streets, sidewalks, curb and gutter, and other pavement but not limited to these items, within Fulton County. The work includes providing an emergency paving 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.

1.02 Project Location

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

1.03 Quantities

The County 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 County Occupancy

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

1.05 Coordination of Work

- A. The Contractor shall coordinate the work with third parties (such as Cities, power, natural gas, or telephone companies) in areas where such parties may have rights to aboveground and underground property or facilities.
- B. The Contractor shall request from involved third parties maps or other descriptive information as to the nature and location of such aboveground and 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 if the utility has been located by the County. 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 County.

END OF SECTION

SECTION 01016

OCCUPANCY

Part 1 General

1.01 Partial Occupancy By Owner

Whenever, in the opinion of the County, 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 County 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 Construction 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 County 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 County prior to beginning the Work, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the Work. The costs 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 County requests Work that is agreed by both the County 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 County and for performing all operations required to provide to the County the entire Project, complete in place, as specified and as indicated on the Drawings.

- 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 including old pipe, pipe bedding, backfill, dewatering of trench, or 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 particular item of work.
- D. No separate payment shall be made for providing detail surveys needed for construction. The Contractor shall be responsible in providing further survey necessary to complete the Work. The Contractor shall carefully preserve the established points, and in case of willful or careless destruction, the Contractor shall be responsible for the costs of reestablishing the bench marks, reference points and stakes.

1.04 Contractor Mobilization

All costs associated with mobilization of all required resources, a one-time cost for each non-emergency project assigned by the County, 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: No payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance or relocation of existing utilities.
- 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, bench marks, 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 County.

D. 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 County, 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.

1.06 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 underliner, stone, and all incidental costs associated with maintaining a construction exit to Fulton County standards.
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 County, 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. 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.
- F. 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.
- G. 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.

1.07 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 County. 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 County.
- C. Sod Grassing: Where ordered by the County, 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. In no case shall any one area be paid more than once for temporary grassing or for permanent grassing.
- E. If an area is temporarily grassed, and as directed by the County the area is left that way permanently, no additional payment will be made for permanent grassing.
- F. Measurement for payment will be made by square yard.

1.08 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 area that is replaced.
 - 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 residential 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 concrete commercial 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 eight 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.

- 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.
- 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 area replaced, or as approved by the County.
- 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 9.5 mm SuperPave 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 area replaced, or as approved by the County.
- 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 a 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 County.
- 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 9.5 mm SuperPave asphalt, and all related items as required. Measurement shall be made based on actual area overlaid, as approved by the County.

1.09 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 County. All required materials, labor, tools, equipment, and traffic control shall be included in the unit price bid.

1.10 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. No additional payment will be made for complying with MUTCD or GDOT requirements.
- B. Payment for TRAFFIC CONTROL as indicated in the Bid will be made only for additional traffic control devices beyond the requirements of the MUTCD and / or GDOT as ordered by the County.
- C. 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 County.
 - 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 County and serving the purpose for which it was intended. Payment will not be made for excess barriers stored by the Contractor in any location.
- D. 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 County. Only **safety barrels directed by the County** shall be paid for separately.
- E. 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 work day. Payment will be made only for hours documented and approved by the County.
- F. The unit price bid for CERTIFIED FLAGMAN shall include all costs for providing a flagman for additional traffic control, as directed by the County, 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 County 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 work day. Payment will be made only for hours documented and approved by the County.
- G. 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 County.
- H. The unit price bid for ELECTRONIC MESSAGE BOARD shall include all costs for providing an electronic message board, as directed by the County.

1.11 Cash Allowances

- 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 County. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.
 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.
- 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 County. Services will be reimbursed in accordance with 1.24.D.6 below. Contractor must provide invoices for County 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 approved by the County.

1.12 Utility Patch Repair

- A. The Contractor shall provide all services required to restore the pavement, curb, sidewalk, and landscaping along Local Streets where the water and / or wastewater utility repair was performed by Fulton County Maintenance Staff. The maintenance staff will leave a compacted trench covered by road plates in the pavement areas and an exposed compacted trench in the landscape areas.
- B. The contractor shall remove the road plates from the patch in the pavement, saw cut 12-inches of pavement along the exterior of the repair, and remove sufficient material to allow 10-inches of high early strength fiber reinforced 3,500 psi concrete and 1-1/2-inches of asphalt to be placed over the utility repair. The road plates are to be returned to Fulton County Maintenance Staff facility either at 11575 Maxwell Road in the northern part of Fulton County or 7472 Cochran Road in the southern part of Fulton County.
- C. Any curb, sidewalk, driveway, and/or landscaping damaged or removed by the Maintenance Staff will be replaced in kind by the Contractor.
- D. This Line Item will cover up to 15 square yards of Type C Pavement Patching, 20 linear feet of curb replacement, 11 square yards of concrete sidewalk replacement, 25 square yards of concrete residential or commercial driveway replacement, and/or 50 square yards of sod. Contractor Mobilization and Demobilization is included with this Line Item. All Erosion Control Measures are included with this Line Item. All Traffic Control Measures are included with this Line Item. This Line Item is an all-inclusive Line Item and no extra services will be allowed with this Line Item. Any quantity that exceeds the listed quantities above will require that all items be paid using the individual Line Items.

1.13 Emergency Services

- 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. 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 Construction 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 County. Payment may be made for partial work days 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 County 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 representative 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

SECTION 01060

REGULATORY REQUIREMENTS

Part 1 General

1.01 Scope

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the County, 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

SECTION 01091**CODES AND STANDARDS****Part 1 General****1.01 Description**

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organizations' standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

1.02 Standard Organizations

- A. Piping and Valves

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni Bell	PVC Pipe Association
- B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials

C. Painting and Surface Preparation

NACE	National Association of Corrosion Engineers
SSPC	Steel Structures Painting Council

D. Electrical and Instrumentation

AEIC	Association of Edison Illuminating Companies
AIEE	American Institute of Electrical Engineers
EIA	Electronic Industries Association
ICEA	Insulated Cable Engineers Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	ISA – The Instrumentation, Systems, and Automation Society
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
REA	Rural Electrification Administration
TIA	Telecommunications Industries Association
UL	Underwriter's Laboratories
VRCI	Variable Resistive Components Institute

E. Aluminum

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association

F. Steel and Concrete

ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
CRSI	Concrete Reinforcing Steel Institute
NRMA	National Ready Mix Association
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute

G. Welding

ASME	American Society of Mechanical Engineers
AWS	American Welding Society

H. Government and Technical Organizations

AIA	American Institute of Architects
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers

NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation
SSRBC	Standard Specifications for Construction of Transportation Systems, Georgia Department of Transportation

K. Plumbing

AGA	American Gas Association
NSF	National Sanitation Foundation
PDI	Plumbing Drainage Institute
SPC	SBCC Standard Plumbing Code

L. Refrigeration, Heating, and Air Conditioning

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

M. Equipment

AFBMA	Anti Friction Bearing Manufacturers Association, Inc.
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AGMA	American Gear Manufacturers Association
ALI	Automotive Lift Institute
CEMA	Conveyor Equipment Manufacturers Association
CMAA	Crane Manufacturers Association of America
DEMA	Diesel Engine Manufacturers Association
MMA	Monorail Manufacturers Association
OPEI	Outdoor Power Equipment Institute, Inc.
PTI	Power Tool Institute, Inc.
RIA	Robotic Industries Association
SAMA	Scientific Apparatus Makers Association

1.03

Symbols

Symbols and material legends shall be as scheduled on the Drawings.

END OF SECTION

SECTION 01200
PROJECT MEETINGS

Part 1 General

1.01 Scope

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.
- B. Scheduling and Administration by County:
 - 1. Prepare agenda.
 - 2. Make physical arrangements for the meetings.
 - 3. Preside at meetings.
 - 4. Record minutes and include significant proceedings and decisions.
 - 5. Distribute copies of the minutes to participants.

1.02 Preconstruction Conference

- A. The County shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
 - 1. County.
 - 2. Contractor and superintendent.
 - 3. Major subcontractors.
 - 4. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
 - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
 - 2. Critical work sequencing.

3. Designation of responsible personnel and emergency telephone numbers.
4. Processing of field decisions and change orders.
5. Adequacy of distribution of Contract Documents.
6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retain age.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and County's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

1.03 Project Coordination Meetings

Project Coordination Meetings may be requested at any time at the discretion of the County or Contractor. The party requesting a meeting shall provide the other two parties with as much notice as possible, as well as a written agenda for such meeting.

END OF SECTION

SECTION 01210

INSPECTION OF WORK

Part 1 General

1.01 Scope

- A. The work covered by this Section includes the County's and Contractor's responsibilities and obligations regarding inspection of the work performed.

1.02 County's Inspection

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

1.03 Contractor's Duties

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

1.04 Right of Entry

- A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Department of Agriculture, Soil Conservation Services and others as may be identified by the County shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

END OF SECTION

SECTION 01320

CONSTRUCTION PHOTOGRAPHS

Part 1 General

1.01 Scope

- A. The Contractor shall furnish all equipment and labor materials required to provide the County with digital construction photographs of the Project. Photographs shall be provided on a flash drive.
- B. Photo and video files shall become the property of the County and none of the photographs herein shall be published without express permission of the County.

1.02 Pre and Post Construction Photographs

- A. Prior to the beginning of any work, the Contractor shall take project photographs of the work area to record existing conditions.
- B. Following completion of the work, photos shall be made showing the same areas and features as in the pre-construction photographs.
- C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.
- D. The pre-construction photographs shall be submitted to the County within 25 calendar days after the date of receipt by the Contractor of Notice to Proceed. Post construction photographs shall be provided prior to final acceptance of the project.

1.03 Progress Photographs and Submittals

- A. Progress photograph files shall be provided on flash drives as well as hard copies.
- B. The file name of each photograph shall at a minimum contain the date the photograph was taken. All photographs shall be labeled to indicate date, time taken, and description of work shown.
- C. A minimum of 10 photographs shall be submitted with each request for payment. The view selection will be as agreed to with the County. One copy of each photograph shall be submitted. Failure to include photographs may be cause for rejection of the payment request.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

Part 1 General

1.01 Scope

- A. The work under this Section includes submittal to the County of shop drawings, product data and samples required by the various sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each section.
- C. Definitions: Submittals are categorized as follows:
 - 1. Shop Drawings
 - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
 - b. Provide newly prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawings to be used in connection with the Work without appropriate final "Action" markings by the County.
 - c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, specification section, schedule or room numbers shown on the Contract Drawings.
 - d. Minimum assembly drawings sheet size shall be 22 x 34 inches.
 - e. Minimum detail sheet size shall be 8 1/2 x 11 inches.
 - f. Minimum Scale:

- i. Assembly Drawings Sheet, Scale: 1 inch = 30 feet.
- ii. Detail Sheet, Scale: 1/4 inch = 1 foot.

2. Product Data

- a. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.
- b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.

3. Samples

- a. Samples include both fabricated and unfabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
- b. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where the County's selection is required. Prepare samples to match the County's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by the County. County will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.

4. Miscellaneous submittals related directly to the Work (non-administrative) warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance

materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work but not processed as shop drawings, product data or samples.

1.02 Specific Category Requirements

A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal. Submittals shall contain:

1. The date of submittal and the dates of any previous submittals.
2. The Project title.
3. Numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.
4. The Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
5. Identification of the product, with the Specification section number, permanent equipment tag numbers and applicable Drawing No.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Notification to the County in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 x 3 inch blank space for Contractor and County stamps.
12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

13. Submittal sheets or drawings showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

1.03 Routing of Submittals

- A. Submittals and routine correspondence shall be routed as follows:
 1. Supplier to Contractor (through representative if applicable)
 2. Contractor to County
 3. County to Contractor
 4. Contractor to Supplier

Part 2 Products

2.01 Shop Drawings

- A. Unless otherwise specifically directed by the County, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. Submit all shop drawings in the form of six hard copies and one pdf file.
- C. One reproducible for all submittals larger than 11 x 17 inches and no more than three prints of other submittals will be returned to the Contractor.

2.02 Manufacturer's Literature

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the County's review.
- B. Submit the number of copies which are required to be returned (not to exceed three) plus three copies which will be retained by the County.

2.03 Samples

- A. Samples shall illustrate materials, equipment or workmanship and established standards by which completed work is judged.
- B. Unless otherwise specifically directed by the County, all samples shall be of the precise article proposed to be furnished.
- C. Submit all samples in the quantity which is required to be returned plus one sample which will be retained by the County.

2.04 Colors

- A. Unless the precise color and pattern is specifically described in the Contract Documents, wherever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the County for review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

Part 3 Execution

3.01 Contractor's Coordination of Submittals

- A. Prior to submittal for the County's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
 - 2. Coordinate as required with all trades and all public agencies involved.
 - 3. Submit a written statement of review and compliance with the requirements of all applicable Technical Specifications as well as the requirements of this Section.
 - 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.
- B. Each and every copy of the shop drawings and data shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the County without the Contractor's stamp will be returned to the Contractor for conformance with this requirement.
- C. The County may back charge the Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.
- D. Grouping of Submittals
 - 1. Unless otherwise specifically permitted by the County, make all submittals in groups containing all associated items.
 - 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the County along with

Contractor's comments as to compliance, non compliance or features requiring special attention.

E. Schedule of Submittals

1. Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be the Contractor's responsibility and some time allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

3.02 Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for the County's review following the receipt of the submittal.

3.03 Reviewed Shop Drawings

- A. County Review
 1. Allow a minimum of 30 days for the County's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The County will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two weeks for reprocessing each submittal. Advise the County on each submittal as to whether processing time is critical to progress of the Work, and therefore the Work would be expedited if processing time could be foreshortened.
 2. Acceptable submittals will be marked "No Exceptions Taken". A minimum of three copies will be retained by the County for County's and the County's use and the remaining copies will be returned to the Contractor.
 3. Submittals requiring minor corrections before the product is acceptable will be marked "Make Corrections Noted". The Contractor may order, fabricate and ship the items included in the submittals, provided the indicated corrections are made. Drawings must be resubmitted for review and marked "No Exceptions Taken" prior to installation or use of products.

4. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
 5. The "Rejected See Remarks" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
 6. Only two copies of items marked "Amend and Resubmit" and "Rejected See Remarks" will be reviewed and marked. One copy will be retained by the County and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.
- B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the County's stamp.
- C. Substitutions: In the event the Contractor obtains the County's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the County, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The County's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

3.04 Resubmission Requirements

- A. Shop Drawings
1. Revise initial drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.
 2. Indicate on drawings all changes which have been made other than those requested by the County.

- B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

Part 1 General

1.01 Scope

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

1.02 Payment for Testing Services

- A. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the County through the CASH ALLOWANCE, i.e., concrete testing, soil compaction, and asphalt testing.
- B. The cost of additional testing services not specifically required in the Specifications, but requested by the County, shall be paid for by the County through the CASH ALLOWANCE.
- C. The cost of material testing described in various sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the County.
- D. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by the Contractor. Retesting shall be performed by the testing laboratory working for the County.

1.03 Laboratory Duties

- A. Cooperate with the County and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.

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

1.04 Contractor Responsibilities

- A. Cooperate with laboratory personnel, provide access to Work and/or manufacturer's requirements.
- B. Provide to the laboratory, representative samples, in required quantities, of materials to be tested.

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

1.05 Quality Assurance

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

1.06 Product Handling

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

1.07 Furnishing Materials

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

1.08 Code Compliance Testing

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

1.09 Contractor's Convenience Testing

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

1.10 Schedules for Testing

A. Establishing Schedule

1. The Contractor shall, by advance discussion with the testing laboratory selected by the County, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

C. When the testing laboratory is ready to test according to the determined schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributable to the delay will be back charged to the Contractor and shall not be borne by the County.

1.11 Taking Specimens

Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or the County.

1.12 Transporting Samples

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

END OF SECTION

SECTION 01510

TEMPORARY FACILITIES

Part 1 General

1.01 Scope

- A. Contractor shall provide temporary facilities required for this work include, but are not necessarily limited to:
 - 1. Temporary utilities such as water and electricity.
 - 2. First aid facilities.
 - 3. Sanitary facilities.
 - 4. Potable water.
 - 5. Temporary enclosures and construction facilities.

1.02 General

- A. Contractor shall provide first aid facilities, sanitary facilities and potable water shall be available on the Project site on the first day that any activities are conducted on site. The other facilities shall be provided as the schedule of the Project warrants.
- B. Maintenance: Contractor shall use all means necessary to maintain temporary facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, immediately make all repairs and replacements necessary, at no additional cost to the County.
- C. Removal: Contractor shall remove all such temporary facilities and controls as rapidly as progress of the Work will permit.

1.03 Temporary Utilities

- A. General
 - 1. Contractor to provide and pay all costs for all water, electricity and other utilities required for the performance of the Work.
 - 2. Contractor shall pay all costs for temporary utilities until Project completion.
 - 3. Contractor shall pay all costs for temporary utilities shall include all power, water and the like necessary for testing equipment as required by the Contract Documents.

- B. Temporary Water: Contractor shall provide all necessary temporary piping, and upon completion of the Work, remove all such temporary piping. Provide and remove water meters.
- C. Contractor shall provide temporary electricity
 - 1. Provide all necessary wiring for the Contractor's use.
 - 2. Furnish, locate and install area distribution boxes such that the individual trades may use, their own construction type extension cords to obtain adequate power, and artificial lighting at all points where required by inspectors and for safety.

1.04 First Aid Facilities

The Contractor shall provide a suitable first aid station, equipped with all facilities and medical supplies necessary to administer emergency first aid treatment. The Contractor shall have standing arrangements for the removal and hospital treatment of any injured person. All first aid facilities and emergency ambulance service shall be made available by the Contractor to the County and the County's personnel.

1.05 Sanitary Facilities

Prior to starting the Work, the Contractor shall furnish, for use of Contractor's personnel on the job, all necessary toilet facilities which shall be secluded from public observation. These facilities shall be either chemical toilets or shall be connected to the County's sanitary sewer system. All facilities, regardless of type, shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the area in which the Work is performed. Adequacy of these facilities will be subject to the County's review and maintenance of same must be satisfactory to the County at all times.

1.06 Potable Water

The Contractor shall be responsible for furnishing a supply of potable drinking water for employees, subcontractors, inspectors, and the County who are associated with the Work.

1.07 Enclosures and Construction Facilities

The Contractor shall furnish, install and maintain for the duration of construction, all required storage, scaffolds, tarpaulins, canopies, steps, bridges, platforms and other temporary construction necessary for proper completion of the Work in compliance with all pertinent safety and other regulations.

1.08 Parking Facilities

Parking facilities for the Contractor's and Contractor's subcontractors' personnel shall be the Contractor's responsibility. The storage and work facilities provided by the County will not be used for parking by the Contractor's or subcontractor's personnel.

END OF SECTION

SECTION 01540

JOB SITE SECURITY

Part 1 General

1.01 Barricades, Lights and Signals

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

END OF SECTION

SECTION 01562

DUST CONTROL

Part 1 General

1.01 Scope

The Contractor shall limit blowing dust caused by construction operations by applying water or employing other appropriate means or methods to maintain dust control, subject to the approval of the County. As a minimum, this may require the use of a water wagon twice a day to suppress dusty conditions.

1.02 Protection of Adjacent Property

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

END OF SECTION

SECTION 01630

SUBSTITUTIONS AND OPTIONS

Part 1 General

1.01 Scope

This Section outlines the restrictions and requirements for substitutions, product and manufacturer options, and construction method options.

1.02 Definitions

- A. For the purposes of these Contract Documents, a “substitute item” shall be defined as one of the following:
 - 1. A product or manufacturer offered as a replacement to a specified product or manufacturer.
 - 2. A product or manufacturer offered in addition to a specified product or manufacturer.
- B. For the purposes of these Contract Documents, a “substitute construction method” shall be defined as one of the following:
 - 1. A mean, method, technique, sequence or procedure of construction offered as a replacement for a specified mean, method, technique, sequence or procedure of construction.
 - 2. A mean, method, technique, sequence or procedure of construction offered in addition to a specified mean, method, technique, sequence or procedure of construction.

1.03 General

- A. An item or construction method, which is offered where no specific product, manufacturer, mean, method, technique, sequence or procedure of construction is specified or shown on the Drawings, shall not be considered a substitute and shall be at the option of the Contractor, subject to the provisions in the Contract Documents for that item or construction method.
- B. For products specified only by a referenced standard, the Contractor may select any product by any manufacturer, which meets the requirements of the Specifications, unless indicated otherwise in the Contract Documents.
- C. If the manufacturer is named on the Drawings or in the Specifications as an acceptable manufacturer, products of that manufacturer meeting all requirements of the Specifications and Drawings are acceptable.
- D. Whenever the County's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings

and/or listed first in the list of approved manufacturers in the Specifications. Any Bidder intending to furnish products of other than the first listed manufacturer, or furnish substitute items, shall

1. Verify that the item being furnished will fit in the space allowed, perform the same functions and have the same capabilities as the item specified.
 2. Include in its Bid the cost of all accessory items which may be required by the other listed substitute product,
 3. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required, and
 4. Include the cost of required additional work by the County, if any, to accommodate the item.
- E. Whenever a product is identified on the Drawings or in the Specifications by reference to manufacturers or vendors names, trade names, catalog numbers, etc., it is intended only to denote the quality standard of product desired and that they do not restrict Bidders to a specific brand, make, manufacturer or specific name. These listings and citations are used only to set forth and convey to Bidders the general style, type, character and quality of product desired. Equivalent products will be acceptable, subject to the substitution provisions of this Section.

1.04 Approvals

Approval, of a substitution as an acceptable manufacturer, of the County is dependent on determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based; and will require no major modifications to structures, electrical systems, control systems or piping systems.

1.05 Substitutions and Options

- A. No substitutions will be considered for the manufacturers listed in the Bid Form.
- B. After Notice to Proceed
1. Substitute items will be considered only if the term "equal to" precedes the names of acceptable manufacturers in the Specification.
 2. Where items are specified by referenced standard or specified as indicated in Article 1.03, Paragraph A. above, such items shall be submitted to the County for review.

3. The Contractor shall submit shop drawings on the substitute item for the County's review in accordance with the Section 01340.

C. Prior to Opening of Bids

1. No consideration or approvals will be made for products specified by a referenced standard, or specified as indicated in Article 1.02, Paragraph A. above. Such consideration may occur only after the Notice to Proceed.
2. No consideration or approvals will be made for products being offered where the term "equal to" precedes the name of an approved product. Such substitution consideration may occur only after the Notice to Proceed.
3. If the term "or equal" follows the names of acceptable manufacturers, then other manufacturers desiring approval as an acceptable manufacturer may submit the product information to the County for approval during the bidding phase, as indicated below. With the exception of where the phrase "no substitutions" is associated with a list of manufacturers, where a list of acceptable manufacturers is not preceded by the phrase "equal to", the list of acceptable manufacturers shall be considered as having the phrase "or equal" following the list, and the list being subject to the "or equal" provisions of this section.
4. The manufacturer shall include the following items in its "or equal" submittal:
 - a. Descriptive literature including information on materials used, minimum design standards, standard design features, manufacturing processes and facilities, and similar information which will indicate experience and expertise in the manufacture of the product being evaluated.
 - b. Performance specifications applicable to the manufacturer's standard design which indicates the level of performance to be expected from the product.
 - c. A complete set of submittal drawings of similar products which have been completed and placed into operation.
 - d. A list of existing installations of products similar in type and size, information required to satisfy specified experience requirements, or a copy of the bond to be submitted in lieu of experience.
 - e. Evidence of technical ability of the manufacturer to design and manufacture products meeting Project requirements.

- f. Evidence submitted shall include, as a minimum, descriptions of engineering and manufacturing staff capabilities.
 - g. A copy of the manufacturer's most recent annual business report. Include a statement comparing the present net worth of the manufacturer in comparison to the total value of all products proposed to be furnished. Net worth must exceed the total value of all products proposed.
 - h. A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location.
 - i. A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent.
 - j. If descriptive literature or drawings illustrate standard products with design features or materials not in compliance with Project requirements then these exceptions must be specifically listed. Failure to do so will indicate intent by the manufacturer to modify design features and alter materials to meet Project requirements.
 - k. Where additional information is submitted to supplement the submittal, all changes to the list of exceptions shall be specifically noted.
 - l. All other information necessary to fully evaluate the product for consideration.
5. This "or equal" submittal shall reach the County no later than 14 days prior to the Bid date. Submittals which do not include a complete list of exceptions to Project requirements, or the statement "No exceptions to the Specifications will be taken", will automatically be rejected by the County. Manufacturers will be advised of approval or rejection in writing no later than 10 days prior to the Bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than five days prior to the Bid date. Manufacturers making supplementary submittals will be advised of approval or rejection in writing no later than one day prior to the Bid date.
6. Bids based on products which have not received the approval of the County may be determined non-responsive by the County and rejected.

END OF SECTION

SECTION 01710

CLEANING

Part 1 General

1.01 Scope

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

1.02 Quality Assurance

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

1.03 Hazardous Material and Waste

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

1.04 Disposal of Surplus Materials

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

Part 2 Products

2.01 Cleaning Materials and Equipment

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

2.02 Compatibility

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the County.

Part 3 Execution

3.01 Progress Cleaning

A. General

1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Restack materials stored on site weekly.
3. At all times maintain the site in a neat and orderly condition which meets the approval of the County.

3.02 Final Cleaning

- A. **Definitions:** Unless otherwise specifically specified, “clean” for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. **General:** Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. **Site:** Unless otherwise specifically directed by the County, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- E. **Post Construction Cleanup:** All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the County.
- F. **Restoration of Landscape Damage:** Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original

condition at the Contractor's expense. The County will decide what method of restoration shall be used.

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

3.03 Cleaning During County's Occupancy

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

END OF SECTION

SECTION 01720

RECORD DOCUMENTS

Part 1 General

1.01 Scope

- A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of project record documents as herein specified.
- B. Record documents include, but are not limited to:
 - 1. Drawings;
 - 2. Specifications;
 - 3. Change orders and other modifications to the Contract;
 - 4. County field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
 - 5. Reviewed shop drawings, product data and samples;
 - 6. Daily work reports.
 - 7. Test records.
 - 8. CCTV records.
- C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.02 Maintenance of Documents and Samples

- A. Storage
 - 1. The Contractor shall store documents and samples in the Contractor's field office, apart from documents used for construction.
 - 2. The Contractor shall provide files and racks for storage of documents.
 - 3. The Contractor shall provide locked cabinet or secure storage space for storage of samples.
- B. The Contractor shall file documents and samples in accordance with format of these Specifications.
- C. Maintenance

1. The Contractor shall maintain documents in a clean, dry, legible condition and in good order.
 2. Do not use record documents for construction purposes.
 3. The Contractor shall maintain at the site for the County one copy of all record documents.
- D. The Contractor shall make documents and samples available at all times for inspection by County.
- E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.03 Quality Assurance

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

1.04 Recording

- A. Label each document "Project Record" in neat, large printed letters.
- B. Recording
1. Record information concurrently with construction progress.
 2. Do not conceal any work until required information is recorded.
- C. CCTV Files are to be recorded according to section 1.06 B.

1.05 Record Drawings

- A. The Contractor shall provide one set of the Contract drawings, with all changes recorded in that one set.
- B. Legibly mark drawings to record actual construction, including:
1. All Construction
 - a. Changes of dimension and detail.
 - b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
 - c. Details not on original Drawings.

2. Site Improvements, Including Underground Utilities
 - a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed and those utilities encountered, referenced to permanent surface improvements.
 - b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.
 - c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or benchmarks.
 - d. The Record Drawings shall include the horizontal angle and distance between manhole covers.
3. Structures
 - a. Depths of various elements of foundation in relation to finish first floor datum or top of wall.
 - b. Location of internal and buried utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

1.06 Specifications

- A. Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.
- B.
 1. For 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.

1.07 Submittal

- A. At contract closeout, deliver Record Documents to the County for the County.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each record document
 5. Signature of Contractor or Contractor's authorized representative
 6. Data Delivery Form (for CCTV data)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

Part 1 General

1.01 Project Maintenance and Warranty

- A. The Contractor shall maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the County.
- B. The Contractor shall warrant for a period of one year from the date of County's written acceptance of certain segments of the Work and/or County's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the County, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non serviceable as a consequence of the failure shall be replaced. A new 12 month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item, all

products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and rewarranted for one year.

- F. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- G. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the County.
- H. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the County of the road to make such repairs, the Contractor shall reimburse the County of the road for the cost of such repairs.
- I. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the County reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- J. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- K. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

END OF SECTION

SECTION 02528

PAVEMENT PATCHING

Part 1 General

1.01 Scope

- A. The extent of pavement patching consists of the repair of all pavement removed or damaged in the course of constructing the Project. The Contractor shall furnish all labor, material and equipment to prepare the existing road bed for paving. Preparation shall be such that a smooth transition is obtained from newly paved areas to existing pavements.
- B. Pavement patching includes repair of paved roads, streets, highways, walkways, driveways, patios, slabs on grade, and parking lots together with walls, curbing, gutters and headers, and other pavements and appurtenances. Pavement referred to under this Section, refers to asphaltic, cementitious, brick, cobble or other large stone pavement materials together with underlying construction, irrespective of its composition.

1.02 Job Conditions

- A. Traffic Control: Schedule and conduct Work in a manner which will minimize inconvenience to vehicular and pedestrian traffic. Provide flaggers, barricades, warning signs, warning lights, and other warning means as appropriate.
- B. Weather Limitations: Conduct all operations during weather conditions appropriate to the Work being performed.
- C. Grade Control: Establish and maintain lines and elevations which will assure finished pavement patch having desirable appearance, function and strength.

1.03 Submittals

Submit detailed material descriptions when requested by the Engineer.

Part 2 Products

2.01 Materials

- A. General: For products not described below, use materials and gradations which have locally exhibited a satisfactory record of previous usage, and which for finished visible surfaces will permit obtaining appearance, color and texture reasonably matching remaining adjacent pavement of the same type.

- B. Asphalt Concrete: Bituminous plant mixture of asphalt cement and aggregates complying with 9.5 mm Superpave hot plant mix of Section 828 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Constructions".
- C. Graded Aggregate Base: Uniform graded aggregate material complying with Section 815 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".
- D. Bituminous Prime: Cutback asphalt complying with Section 821 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".
- E. Bituminous Tack Coat: Asphalt material complying with Section 413, topics 413.01 through 413.04 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".
- F. Portland Cement Concrete: Concrete mix of Portland cement, aggregates, water, and air entraining admixture to produce the following properties: 3500 psi minimum compressive strength at 28 days per ASTM C39, 4 inches maximum slump per ASTM C143, and air content between 3% and 6%.
- G. Cold Mix: Uniform bituminous mixture of aggregate, asphaltic material and, if it is required, mineral filler complying with 9.5 mm Superpave cold mix of Section 401 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".

Part 3 Execution

3.01 Pavement Cuts

Saw cut trench edges in paved areas to neat, straight lines before starting to break the pavement slab.

3.02 Backfill Placement

Place trench backfill materials in layers not more than six inches compacted thickness. Commence backfill immediately after utility is installed. Complete new replacement base construction immediately after trench backfill.

3.03 Inspection

Examine areas and conditions under which pavement patching will be conducted, giving special attention to stability of subbase. Do not proceed with pavement patching work until unsatisfactory conditions have been corrected.

3.04 Preparation

Saw cut any ragged edges of existing pavement, or in the case of concrete work, remove existing pavement to nearest joint. Remove all loose material from underlying and adjacent surfaces. In the preparation of an existing asphalt or concrete pavement for paving, the Contractor shall remove dirt, gravel, sod and other debris from the existing pavement edges, followed by brooming of the pavement surface. Voids, holes or depressions deeper than one (1) inch shall be filled and compacted with an HMA mixture.

3.05 Strength and Stability

Use materials and construction techniques as necessary to obtain strength, stability and durability of pavement patch at least equal to that of remaining adjacent pavement of the same type. As a minimum, conform to pavement patch details, if any, required elsewhere by the Contract Documents; and where such details are not provided, accomplish pavement patching utilizing strengths, thicknesses, etc. not less than that of remaining adjacent pavement of the same type.

3.06 Placing

- A. Construct pavement using methods and equipment in general use for the type of work being performed.
- B. Immediately after new base construction, cover pavement cut with steel plates or similar devices of sufficient thickness to span the cut without noticeable deflection. Maintain plates in place for not less than 24 hours and not more than 7 days and until the concrete base (if used) has gained sufficient strength to withstand traffic loads. Traffic may resume after installation of metal plates.
- C. Upon removal of the metal plates or similar devices, provide new pavement surface in accordance with one of the following options:
 - 1. Immediately apply new permanent pavement surface materials indicated
 - or
 - 2. Immediately apply bituminous cold mixture over bond breaker paper over new base. Monitor performance and repair or replace materials regularly to maintain smooth traffic surface until placement of permanent pavement surface materials. At Contractor's time selection prior to substantial completion, remove cold mix and bond breaker paper and provide new permanent pavement surface materials. If performance or maintenance of cold mix patch is unsatisfactory in the opinion of the Owner or Engineer, remove materials and provide new permanent pavement surface materials within 72 hours of notice by the Owner or Engineer.

- D. Traffic control devices in lieu of cover plates are permitted for pavement patching longitudinal to the street centerline in excess of 20 feet. Use traffic barricades, warning signs and lights, flagmen, and other means as appropriate to continuously control traffic 24 hours per day. Use devices such that at least 12 feet wide, one-way through traffic access is provided at all times. Upon removal of traffic control devices, install permanent pavement surface. The Contractor shall furnish all labor and equipment to maintain traffic in accordance with the 2009 Manual on Uniform Traffic Control Devices (MUTCD 2009) and most recent updates.
- E. Contractor assumes all responsibility for maintaining repairing and or replacing concrete base that may be damaged during curing period.
- F. For existing surface of Portland cement concrete, furnish new Portland cement concrete structure thickness, including base and pavement surface, of not less than eight inches; except for driveways and sidewalks which shall be not less than four inches thick.
- G. Provide not less than eight inches thickness of new graded aggregate base for replacement of asphalt concrete pavement at driveways, sidewalks and parking lots. When the existing pavement surface is gravel or stone or when a new gravel or stone base is constructed, the surface shall be graded and compacted by rolling to produce a smooth and uniform surface prior to paving with hot mix asphalt.
- H. For repair of asphalt concrete pavement, clean base and adjacent surfaces and apply bituminous tack coat or bituminous prime (as appropriate) to such surfaces before placing new asphalt concrete surface. A tack coat shall be applied at the rate of 0.03 to 0.10 gal per square yard immediately preceding the placement of each layer of hot mix asphalt.
- I. Temporary pavement markings will to be furnished by the Contractor.
- J. The Contractor shall furnish all labor, equipment and materials to adjust to grade any existing castings for manholes, catch basins, inlets, and valve boxes. If an existing casting is determined to be unfit for further use, a new casting will be furnished by the Contractor
- K. The Contractor shall clean up and properly dispose of any excess materials and debris resulting from the work.

3.07 Finish

- A. Accomplish pavement patching using materials and techniques which result in visible, finished surfaces having appearance, color, and texture reasonably matching remaining adjacent pavement of the same type. Do not permit the finished surface to have dips, objectionable roughness or discontinuity or non-draining areas. Do not create any unsafe pavement condition.

3.08 Repairs

- A. If pavement patch or adjacent pavement settles or shows evidence of other distress resulting from the Work, cut pavement out, repair subgrade, and reconstruct patch. Do not place additional pavement material on top of unsatisfactory previously repaired surfaces. At expense of Contractor, repair any pavement which he damages beyond that minimum amount necessary to construct the Work.

END OF SECTION

SECTION 02575

REMOVING AND REPLACING PAVEMENT

Part 1 General

1.01 Scope

The work to be performed under this Section shall consist of removing and replacing existing pavement, sidewalks and curbs in paved areas where necessary for construction of sewers, manholes and all other sewer appurtenances and structures.

1.02 Submittals

- A. Certificates: Provide certificates stating that materials supplied comply with Specifications. Certificates shall be signed by the asphalt producer and the Contractor.
- B. Traffic paint manufacturer's application instructions and a description and other data relative to the Contractor's application equipment and methods shall be submitted to the County for approval.

1.03 Conditions

- A. Weather Limitations
 - 1. Apply bituminous prime and tack coats only when the ambient temperature has been at least 55 degrees F for 12 hours immediately prior to application.
 - 2. Do not conduct paving operations when surface is wet or contains excess of moisture which would prevent uniform distribution and required penetration.
 - 3. Construct asphaltic courses only when atmospheric temperature in the shade is above 40 degrees F, when the underlying base is dry and when weather is not rainy.
 - 4. Place base course when air temperature is above 35 degrees F and rising.
- B. Grade Control: Establish and maintain the required lines and grades for each course during construction operations.

Part 2 Products

2.01 Materials and Construction

- A. Graded Aggregate Base Course: Graded aggregate base course shall be of uniform quality throughout and shall meet the requirements of Section

815.01 of the Georgia Department of Transportation Standard Specifications.

- B. Black Base: Black base course shall be of uniform quality throughout and shall conform to the requirements of Section 828 of the Georgia Department of Transportation Standard Specifications.
- C. Binder Course: The binder course of all paved roadways shall conform to the requirements of Section 400, 12.5 mm Superpave of the Georgia Department of Transportation Standard Specifications.
- D. Surface Course: The surface course for all pavement, including prime or tack coat when required by the County, shall conform to the requirements of Section 400, 9.5 mm Superpave of the Georgia Department of Transportation Standard Specifications.
- E. Concrete: Provide concrete and reinforcing for concrete pavement or base courses in accordance with the requirements of the Georgia Department of Transportation Standard Specifications, Section 430. Concrete shall be of the strength classifications shown on the Drawings.
- F. Special Surfaces: Where driveways or roadways are disturbed or damaged which are constructed of specialty type surfaces, e.g., brick or stone, these driveways and roadways shall be restored utilizing similar, if not original, materials. Where the nature of these surfaces dictate, a specialty contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

2.02 Types of Pavements

- A. General: All existing pavement removed, destroyed or damaged by construction shall be replaced with the same type and thickness of pavement as that existing prior to construction, unless otherwise directed by the County. Materials, equipment and construction methods used for paving work shall conform to the Georgia Department of Transportation specifications applicable to the particular type required for replacement, repair or new pavements.
- B. Aggregate Base: Aggregate base shall be constructed in accordance with the requirements of Section 310 of the Georgia Department of Transportation Standard Specifications. The maximum thickness to be laid in a single course shall be 6-inches compacted. If the design thickness of the base is more than 6-inches, it shall be constructed in two or more courses of approximate equal thickness. After the material placed has been shaped to line, grade and cross-section, it shall be rolled until the course has been uniformly compacted to at least 100 percent of the maximum dry density when Group 2 aggregate is used, or to at least 98 percent of maximum dry density when Group 1 aggregate is used.

- C. Concrete Pavement: Concrete pavement or base courses shall be replaced with concrete. The surface finish of the replaced concrete pavement shall conform to that of the existing pavement. The surface of the replaced concrete base course shall be left rough. The slab depth shall be equivalent to the existing concrete pavement or base course, but in no case less than 6-inches thick. Transverse and longitudinal joints removed from concrete pavement shall be replaced at the same locations and to the same types and dimensions as those removed. Concrete pavements or concrete base courses shall be reinforced.
- D. Asphaltic Concrete Base, Binder and Surface Course: Asphaltic concrete base, binder and surface course construction shall conform to Georgia Department of Transportation Standard Specifications, Section 400. The pavement mixture shall not be spread until the designated surface has been previously cleaned and prepared, is intact, firm, properly cured, dry, and the tack coat has been applied. Apply and compact the base in maximum layer thickness by asphalt spreader equipment of design and operation approved by the County. After compaction, the black base shall be smooth and true to established profiles and sections. Apply and compact [binder and] the surface course in a manner approved by the County. Immediately correct any high, low or defective areas by cutting out the course, replacing with fresh hot mix, and immediately compacting to conform and thoroughly bond to the surrounding area.
- E. Surface Treatment Pavement: Bituminous penetration surface treatment pavement shall be replaced with a minimum thickness of 1-inch conforming to Section 424, Georgia Department of Transportation Standard Specifications.
- F. Gravel Surfaces: Existing gravel road, drive and parking area replacement shall meet the requirements of graded aggregate base course. This surfacing may be authorized by the County as a temporary surface for paved streets until replacement of hard surfaced pavement is authorized.
- G. Temporary Measures: During the time period between pavement removal and complete replacement of permanent pavement, maintain highways, streets and roadways by the use of steel running plates anchored to prevent movement. The backfill above the pipe shall be compacted to 100% of the maximum laboratory dry density up to the existing pavement surface to provide support for the steel running plates. All pavement shall be replaced within seven calendar days of its removal.

Part 3 Execution

3.01 Locations for Pavement Replacement

Pavement shall be removed and replaced with similar type and thickness as the original pavement, for the entire length of pipe laying and up to required trench width as per details shown on drawings.

3.02 Removing Pavement

- A. General: Remove existing pavement as necessary for installing the pipe line and appurtenances.
- B. Marking: Before removing any pavement, mark the pavement neatly paralleling pipe lines and existing street lines. Space the marks the width of the trench.
- C. Breaking: Break asphalt pavement along the marks using pavement shearing equipment, jack hammers or other suitable tools. Break concrete pavement along the marks by scoring with a rotary saw and breaking below the score by the use of jack hammers or other suitable tools.
- D. Machine Pulling: Do not pull pavement with machines until the pavement is completely broken and separated from pavement to remain.
- E. Damage to Adjacent Pavement: Do not disturb or damage the adjacent pavement. If the adjacent pavement is disturbed or damaged, remove and replace the damaged pavement.
- F. Sidewalk: Remove and replace any sidewalks disturbed by construction for their full width and to the nearest undisturbed joint.
- G. Curbs: Tunnel under or remove and replace any curb disturbed by construction to the nearest undisturbed joint.

3.03 Replacing Pavement

- A. Preparation of Subgrade: Upon completion of backfilling and compaction of the backfill, arrange to have the compaction tested by an independent testing laboratory approved by the County. After compaction testing has been satisfactorily completed, replace all pavements, sidewalks and curbs removed.
 - 1. The existing street pavement or surface shall be removed along the lines of the work for the allowable width specified for the trench or structure. After the installation of the sewerage or water works facilities and after the backfill has been compacted suitably, the additional width of pavement to be removed, as shown on the Drawings, shall be done immediately prior to replacing the pavement.
 - 2. Trench backfill shall be compacted for the full depth of the trench to 90% of the maximum laboratory dry density.
 - 3. Temporary trench backfill along streets and driveways shall include 6-inches of crushed stone or cherty clay as a temporary surfacing of the trenches. This temporary surface shall be maintained carefully at grade and dust-free by the Contractor until

the backfill of the trench has thoroughly compacted in the opinion of the County and permission is granted to replace the street pavement.

4. When temporary crushed stone or chert surface is considered by the County to be sufficient surface for gravel pavement, the surface shall be graded smooth and to an elevation that will make the final permanent surfacing level with the adjacent surfacing that was undisturbed.

B. Pavement Replacement

1. Prior to replacing pavement, make a final cut in concrete pavement 12-inches back from the edge of the damaged pavement with a concrete saw. Remove asphalt pavement 12-inches back from the edge of the damaged pavement using pavement shearing equipment, jack hammers or other suitable tools.
2. Replace all street and roadway pavement as shown on the Drawings. Replace driveways, sidewalks and curbs with the same material, to nearest existing undisturbed construction joint and to the same dimensions as those existing.
3. If the temporary crushed stone or chert surface is to be replaced, the top 6-inches shall be removed and the crushed stone surfacing for unpaved streets or the base for the bituminous surface shall be placed.
4. Following this preparation, the chert or crushed stone base shall be primed with a suitable bituminous material and surfaced with the proper type of bituminous surface treatment.
5. Where the paved surface is to be replaced with asphaltic concrete pavement, concrete pavement or with a concrete base and a surface course, the temporary chert or crushed stone surface and any necessary backfill material, additional existing paving and new excavation shall be removed to the depth and width shown on the Drawings. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.
6. Where driveways or roadways, constructed of specialty type surfaces, e.g., brick or stone are disturbed or damaged, these driveways and roadways shall be restored utilizing similar materials. Where the nature of these surfaces dictate, a specialty

contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

- C. Pavement Resurfacing: Certain areas to be resurfaced are specified or noted on the Drawings. After all pipe line installations are complete and existing pavement has been removed and the trench route has been repaired, mill entire area to be resurfaced 1-1/2 inches, then apply tack coat and 1-1/2 inches of 9.5 mm Superpave surface course as specified.. Where pavement to be resurfaced has been damaged with potholes, the Contractor shall remove all existing loose pavement material and fill the hole with black base, as specified, to the level of the existing pavement.
- D. Pavement Striping: Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the County.

3.04 Sidewalk and Curb Replacement

- A. Construction
 - 1. All concrete sidewalks and curbs shall be replaced with concrete.
 - 2. Preformed joints shall be 1/2-inch thick, conforming to the latest edition of AASHTO M59 for sidewalks and AASHTO M 123 for curbs.
 - 3. Forms for sidewalks shall be of wood or metal, shall be straight and free from warp, and shall be of sufficient strength, when in place, to hold the concrete true to line and grade without springing or distorting.
 - 4. Forms for curbs shall be metal and of an approved section. They shall be straight and free from distortions, showing no vertical variation greater than 1/8-inch in 10 feet and no lateral variation greater than 1/4-inch in 10 feet from the true plain surface on the vertical face of the form. Forms shall be of the full depth of the structure and constructed such to permit the inside forms to be securely fastened to the outside forms.
 - 5. Securely hold forms in place true to the lines and grades indicated on the Drawings.
 - 6. Wood forms may be used on sharp turns and for special sections, as approved by the County. Where wooden forms are used, they shall be free from warp and shall be the nominal depth of the structure.
 - 7. All mortar and dirt shall be removed from forms and all forms shall be thoroughly oiled or wetted before any concrete is deposited.

- B. When a section is removed, the existing sidewalk or curb shall be cut to a neat line, perpendicular to both the centerline and the surface of the concrete slab. Existing concrete shall be cut along the nearest existing construction joints; if such joints do not exist, the cut shall be made at minimum distances shown on the Drawings.
- C. Existing concrete sidewalks and curbs that have been cut and removed for construction purposes shall be replaced with the same width and surface as the portion removed. Sidewalks shall have a minimum uniform thickness of 4-inches. The new work shall be neatly jointed to the existing concrete so that the surface of the new work shall form an even, unbroken plane with the existing surfaces.
- D. The subgrade shall be formed by excavating to a depth equal to the thickness of the concrete, plus 2-inches. Subgrade shall be of such width as to permit the proper installation and bracing of the forms. Subgrades shall be compacted by hand tamping or rolling. Soft, yielding or unstable material shall be removed and backfilled with satisfactory material. Place 2-inches of porous crushed stone under all sidewalks and curbs and compacted thoroughly, then finish to a smooth, unyielding surface at proper line, grade and cross section.
- E. Joint for Curbs
 - 1. Joints shall be constructed as indicated on the Drawings and as specified. Construct joints true to line with their faces perpendicular to the surface of the structure and within 1/4-inch of their designated position.
 - 2. Thoroughly spade and compact the concrete at the faces of all joints filling all voids.
 - 3. Install expansion joint materials at the point of curve at all street returns. Install expansion joint material behind the curb at abutment to sidewalks and adjacent structures.
 - 4. Place contraction joints every 10 feet along the length of the curbs and gutters. Form contraction joints using steel templates or division plates which conform to the cross section of the structure. Leave the templates in place until the concrete has set sufficiently to hold its shape, but remove them while the forms are still in place. Contraction joint templates or plates shall not extend below the top of the steel reinforcement or they shall be notched to permit the reinforcement to be continuous through the joint. Contraction joints shall be a minimum of 1-1/2-inches deep.
- F. Expansion joints shall be required to replace any removed expansion joints or in new construction wherever shown on the Drawings. Expansion joints shall be true and even, shall present a satisfactory appearance, and shall extend to within 1/2-inch of the top of finished concrete surface.

G. Finishing

1. Strike off the surface with a template and finish the surface with a wood float using heavy pressure, after which, contraction joints shall be made and the surface finished with a wood float or steel trowel.
2. Finish the face of the curbs at the top and bottom with an approved finishing tool of the radius indicated on the Drawings.
3. Finish edges with an approved finishing tool having a 1/4-inch radius.
4. Provide a final broom finish by lightly combing with a stiff broom after troweling is complete.
5. The finished surface shall not vary more than 1/8-inch in 10 feet from the established grade.

H. Driveway and Sidewalk Ramp Openings

1. Provide driveway openings of the widths and at the locations indicated on the Drawings and as directed by the County.
2. Provide sidewalk ramp openings as indicated on the Drawings, in conformance with the applicable regulations and as directed by the County.

- I. Concrete shall be suitably protected from freezing and excessive heat. It shall be kept covered with burlap or other suitable material and kept wet until cured. Provide necessary barricades to protect the work. All damage caused by people, vehicles, animals, rain, the Contractor's operations and the like shall be repaired by the Contractor, at no additional expense to the County.

3.05 Maintenance

The Contractor shall maintain the surfaces of roadways built and pavements replaced until the acceptance of the Project. Maintenance shall include replacement, scraping, reshaping, wetting and rerolling as necessary to prevent raveling of the road material, the preservation of reasonably smooth surfaces and the repair of damaged or unsatisfactory surfaces, to the satisfaction of the County. Maintenance shall include sprinkling as may be necessary to abate dust from the gravel surfaces.

3.06 Supervision and Approval

- A. Pavement restoration shall meet the requirements of the regulatory agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final payment.

- B. Obtain the County's approval of restoration of pavement, such as private roads and drives, which are not the responsibility of a regulatory agency.
- C. Complete pavement restoration as soon as possible after backfilling.
- D. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the life of the Contract, including the bonded period, promptly restore or repair defects.

3.07 Cleaning

The Contractor shall remove all surplus excavation materials and debris from the street surfaces and rights-of-way and shall restore street, roadway or sidewalk surfacing to its original condition.

END OF SECTION

SECTION 02732

MANHOLE ADJUSTMENT

Part 1 General

1.01 Scope

- A. The work covered by this Section consists of furnishing and installing all materials and labor necessary to raise or lower manholes as shown on the Drawings, directed by the County, or specified herein.

Part 2 Products

2.01 Materials

- A. All materials shall be as specified in Section 02730 of these Specifications.

Part 3 Execution

3.01 General

- A. Final manhole cover level shall be flush with final road surface.
- B. For outfalls, manhole cover level shall be approximately 24 inches above ground level unless otherwise directed by the County.
- C. Safety: Pay particular attention to the requirements for confined space entry and the use of gas monitors and ventilation systems.

3.02 Adjusting up to 3 inches

- A. Remove manhole cover and clean all rust and debris from seating areas with wire brush or other abrasive means to ensure seating areas are completely clean.
- B. Take measurements to determine exact height of risers to be used.
- C. Add appropriately sized steel risers to ring to raise cover up to 3-inches in height. If using plastic risers, use combinations of 1-inch or 1½ -inch risers.
- D. Replace manhole cover.

3.03 Adjusting greater than 3 inches and less than 12 inches

- A. Remove manhole cover and clean all rust and debris from seating areas with wire brush or other abrasive means to ensure seating areas are completely clean.
- B. Take measurements to determine exact height of adjustment required.

- C. Check for utility locates. If there are any missing utility locates, do not excavate, contact the County immediately.
- D. For any excavation work around utilities, perform hand digging until all marked utilities have been exposed and secured.
- E. For manholes located in paved areas, saw cut a 60-inch by 60-inch square around manhole cover.
- F. Excavate all material up to a minimum of 10-inches deep around manhole within 60-inch by 60-inch square area.
- G. Remove manhole frame and cover to expose cone.
- H. Add an appropriate number of pre-cast concrete spacers to cone.
- I. If brick layers are found, remove brick and replace with pre-cast concrete spacers.
- J. Use at least $\frac{3}{4}$ -inch of non-shrink grout between spacers.
- K. Replace manhole frame and seal with at least $\frac{3}{4}$ -inch non-shrink grout.
- L. For roadways, backfill using crusher run or other approved material. Compact in 6-inch layers using mechanical tamper, compacted up to 10-inches below ground surface.

3.04 Adjusting for 12 inches and greater.

- A. Remove manhole cover and clean all rust and debris from seating areas with wire brush or other abrasive means to ensure seating areas are completely clean.
- B. Take measurements to determine exact height of adjustment required. Determine what combination of manhole risers, pre-cast concrete spacers, and steel or plastic riser rings will be utilized to achieve required adjustment. Obtain approval from County prior to initiating adjustment work.
- C. Check for utility locates. If there are any missing utility locates, do not excavate, contact the County immediately.
- D. For any excavation work around utilities, perform hand digging until all marked utilities have been exposed and secured.
- E. For manholes located in paved areas, saw cut a 60-inch by 60-inch square around manhole cover.
- F. Excavate all material around manhole within 60-inch by 60-inch square area to the depth required for the adjustment, using the method of trench

stabilization recommended for the specific soil types, depth, and general site conditions per reference material provided as part of the competent person certification.

- G. Remove manhole frame, cover, and cone to expose manhole.
- H. Add an appropriate number of manhole risers and pre-cast concrete spacers.
- I. Seal all joints on the inside with non-shrink grout. Use at least $\frac{3}{4}$ -inch of non-shrink grout between spacers.
- J. If brick layers are found, remove brick and replace with pre-cast concrete spacers.
- K. Replace manhole frame and seal with at least $\frac{3}{4}$ -inch non-shrink grout.
- L. For roadways, backfill using crusher run or other approved material. Compact in 6-inch layers using mechanical tamper, compacted up to 10-inches below ground surface.

3.05 General Clean Up and Restoration

- A. In paved areas, after final backfill and compaction, coat the vertical wall faces of the cut pavement with a solution of Portland cement and water mixed to a consistency of heavy paint.
- B. Fill the top 10-inches of the excavation with Class "A" high early strength Portland cement that has been dyed to match the surrounding pavement.
- C. Before leaving the job site, the area should be thoroughly cleared of all surplus material, debris and tools.
- D. Submit completed work order form.

END OF SECTION

SECTION 02933

SEEDING

Part 1 General

1.01 Scope

- A. The work covered by this Section consists of furnishing all labor, equipment and material required to place topsoil, seed, commercial fertilizer, agricultural limestone and mulch material, including seedbed preparation, harrowing, compacting and other placement operations on graded earthen areas as described herein and/or shown on the Drawings. In general, seeding operations shall be conducted on all newly graded earthen areas not covered by structures, pavement or sidewalks; all cleared or grubbed areas which are to remain as finish grade surfaces; and on all existing turf areas which are disturbed by construction operations and which are to remain as finish grade surfaces. Areas disturbed by borrow activities shall also be seeded according to these Specifications.
- B. The work shall include temporary seeding operations to stabilize earthen surfaces during construction or inclement weather and to minimize stream siltation and erosion. Temporary seeding shall be performed at the times and locations as directed by the County.
- C. All work shall in accordance with the Manual for Erosion and Sediment Control in Georgia, 2016 Edition, or latest edition.

1.02 Quality Assurance

- A. Prior to seeding operations, the Contractor shall furnish to the County labels or certified laboratory reports from an accredited commercial seed laboratory or a state seed laboratory showing the analysis and germination of the seed to be furnished. Acceptance of the seed test reports shall not relieve the Contractor of any responsibility or liability for furnishing seed meeting the requirements of this Section.
- B. Prior to topsoil operations, the Contractor shall obtain representative samples and furnish soil test certificates including textural, pH, and organic analysis from the State University Agricultural Extension Services or other certified testing laboratory.

Part 2 Products

2.01 Acceptable Manufacturers

All materials shall conform to the requirements and standards of this Section.

Wood-cellulose fiber mulch shall be manufactured by Weyerhaeuser Company, Conway Corporation, or approved alternate.

2.02 Topsoil

- A. Utilizing designated stockpiles or borrow areas on site, the Contractor shall place a minimum of 4-inches of topsoil over all graded earthen areas and over any other areas to be seeded. Sources of topsoil shall be approved by the County prior to disturbance. Importing topsoil from offsite sources shall be at the discretion of the County and shall be justification for additional compensation to the Contractor. A change order properly authorized by the County shall be agreed upon prior to importing offsite topsoil. No additional compensation will be allowed for spreading of topsoil.
- B. Topsoil shall be a friable loam containing a large amount of humus and shall be original surface soil of good, rich, uniform quality, free from any material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1/2-inch in diameter, lime, cement, bricks, ashes, cinders, slag, concrete, bitumen or its residue, boards, sticks, chips or other undesirable material harmful or unnecessary to plant growth. Topsoil shall be reasonably free from perennial weeds and shall not contain objectionable plant material, toxic amounts of either acid or alkaline elements or vegetable debris undesirable or harmful to plant life.
- C. Topsoil shall be natural topsoil without admixture of subsoil material, and shall be classifiable as loam, silt loam, clay loam, sandy loam or a combination thereof. The pH shall range from 5.5 to 7.0. Topsoil shall contain not less than five percent nor more than 20 percent, by weight, of organic matter as determined by loss on ignition of oven-dried samples to 65 degrees C.

2.03 Seed

- A. Seed shall be delivered in new bags or bags that are sound and labeled in accordance with the U.S. Department of Agriculture Federal Seed Act.
- B. All seed shall be from the last crop available at time of purchase and shall not be moldy, wet or otherwise damaged in transit or storage.
- C. Seed shall bear the growers analysis testing to 98 percent for purity and 90 percent for germination. At the discretion of the County, samples of seed may be taken for verification against the grower's analysis.
- D. Species, rate of seeding, fertilization and other requirements are shown on Table 1.

2.04 Fertilizer and Liming Materials

- A. Fertilizer and liming materials shall comply with applicable state, local and federal laws concerned with their production and use.

- B. Commercial fertilizer shall be a ready mixed material equivalent to the grade or grades specified in Table 1. Container bags shall have the name and address of the manufacturer, the brand name, net weight and chemical composition.
- C. Agricultural limestone shall be a pulverized dolomitic limestone having a calcium carbonate content of not less than 85 percent by weight. Agricultural limestone shall be crushed so that at least 85 percent of the material will pass a No. 10 mesh screen and 50 percent will pass a No. 40 mesh screen.

2.05 Mulch Material

- A. All mulch materials shall be air dried and reasonably free of noxious weeds and weed seeds or other materials detrimental to plant growth.
- B. Mulch shall be composed of wood cellulose fiber, straw or stalks, as specified herein. Mulch shall be suitable for spreading with standard mulch blowing equipment.
- C. Straw mulch shall be partially decomposed stalks of wheat, rye, oats or other approved grain crops.
- D. Stalks shall be the partially decomposed, shredded residue of corn, cane, sorghum or other approved standing field crops.

2.06 Mulch Binder

- A. Mulch on slopes exceeding 3 to 1 ratio shall be held in place by the use of an approved mulch binder. The mulch binder shall be non-toxic to plant life and shall be acceptable to the County.
- B. Emulsified asphalt binder shall be Grade SS-1, ASTM D 977. Cutback asphalt binder shall be Grade RC 70 or RC 250.

2.07 Legumes

All leguminous seed shall be inoculated prior to seeding with a standard culture of nitrogen-fixing bacteria that is adapted to the particular seed involved.

2.08 Water

Water shall be clean, clear water free from any objectionable or harmful chemical qualities or organisms and shall be furnished by the Contractor.

Part 3 Execution

3.01 Securing and Placing Topsoil

- A. Topsoil shall be secured from areas from which topsoil has not been previously removed, either by erosion or mechanical methods. Topsoil shall not be removed to a depth in excess of the depth approved by the County.
- B. The area or areas from which topsoil is secured shall possess such uniformity of soil depth, color, texture, drainage and other characteristics as to offer assurance that, when removed the product will be homogeneous in nature and will conform to the requirements of these Specifications.
- C. All areas from which topsoil is to be secured, shall be cleaned of all sticks, boards, stones, cement, ashes, cinders, slag, concrete, bitumen or its residue and any other refuse which will hinder or prevent growth.
- D. In securing topsoil from a designated pit, or elsewhere, should strata or seams of material occur which do not come under the requirements for topsoil, such material shall be removed from the topsoil or if required by the County, the pit shall be abandoned.
- E. Before placing or depositing topsoil upon any areas, all improvement within the area shall be completed, unless otherwise approved by the County.
- F. The areas in which topsoil is to be placed or incorporated shall be prepared before securing topsoil for use.

3.02 Seedbed Preparation

- A. Before fertilizing and seeding, the topsoil surfaces shall be trimmed and worked to true line from unsightly variation, bumps, ridges and depressions and all detrimental material, roots and stones larger than 3-inches in any dimension shall be removed from the soil.
- B. Not earlier than 24 hours before the seed is to be sown, the soil surface to be seeded shall be thoroughly cultivated to a depth of not less than 4-inches with a weighted disc, tiller, pulvimixer or other equipment, until the surface is smooth and in a condition acceptable to the County.
- C. If the prepared surface becomes eroded as a result of rain or for any other reason, or becomes crusted before the seed is sown, the surface shall again be placed in a condition suitable for seeding.
- D. Ground preparation operations shall be performed only when the ground is in a tillable and workable condition, as determined by the County.

3.03 Fertilization and Liming

- A. Following seedbed preparation, fertilizer shall be applied to all areas to be seeded so as to achieve the application rates shown on Table 1.
- B. Fertilizer shall be spread evenly over the seedbed and shall be lightly harrowed, raked, or otherwise incorporated into the soil for a depth of 1-inch.
- C. Fertilizer need not be incorporated in the soil as specified above when mixed with seed in water and applied with power sprayer equipment. The seed shall not remain in water containing fertilizer for more than 30 minutes when a hydraulic seeder is used.
- D. Agricultural limestone shall be thoroughly mixed into the soil according to the rates shown on Drawings. The specified rate of application of limestone may be reduced by the County if pH tests indicate this to be desirable. It is the responsibility of the Contractor to obtain such tests and submit the results to the County for adjustment in rates.
- E. It is the responsibility of the Contractor to make one application of a maintenance fertilizer according to the recommendations listed in Table 1.

3.04 Seeding

- A. Seed of the specified group shall be sown as soon as preparation of the seedbed has been completed. No seed shall be sown during high winds, nor until the surface is suitable for working and is in a proper condition. Seeding shall be performed during the dates shown in Table 1 unless otherwise approved by the County. Seed mixtures may be sown together provided they are kept in a thoroughly mixed condition during the seeding operation.
- B. Seed shall be uniformly sown by any approved mechanical method suitable for the slope and size of the areas to be seeded, preferably with a broadcast type seeder, windmill hand seeder or approved mechanical power drawn seed drills. Hydro-seeding and hydro-mulching may be used on steep embankments, provided full coverage is obtained. Care shall be taken to adjust the seeder for seeding at the proper rate before seeding operations are started and to maintain their adjustment during seeding. Seed in hoppers shall be agitated to prevent segregation of the various seeds in a seeding mixture.
- C. Immediately after sowing, the seeds shall be covered and compacted to a depth of 1/8 to 3/8-inch by a cultipacker or suitable roller.
- D. Leguminous seeds shall be inoculated prior to seeding with an approved and compatible nitrogen-fixing inoculant in accordance with the manufacturer's mixing instructions.

3.05 Mulching

- A. All seeded areas shall be uniformly mulched in a continuous blanket immediately after seeding. The mulch shall be applied evenly so as to permit sunlight to penetrate and the air to circulate and at the same time shade the ground, reduce erosion and conserve soil moisture. Approximately 45 percent of the ground shall be visible through the mulch blanket.
- B. One of the following mulches shall be spread evenly over the seeded areas at the following application rates:
 - 1. Wood Cellulose Fiber: 1,400 pounds/acre.
 - 2. Straw: 4,000 pounds/acre.
 - 3. Stalks: 4,000 pounds/acre.
 - 4. These rates may be adjusted at the discretion of the County at no additional cost to the County, depending on the texture and condition of the mulch material and the characteristics of the seeded area.
- C. Mulch on slopes greater than 3 to 1 ratio shall be held in place by the use of an approved mulch binder. Binder shall be thoroughly mixed and applied with the mulch. Emulsified asphalt or cutback asphalt shall be applied at the approximate rate of five gallons per 1,000 square feet as required to hold the mulch in place.
- D. The Contractor shall cover structures, poles, fences and appurtenances if the mulch binder is applied in such a way that it would come in contact with or discolor the structures.
- E. Mulch and binder shall be applied by suitable blowing equipment at closely controlled application rates in a manner acceptable to the County.

3.06 Watering

- A. The Contractor shall be responsible for maintaining the proper moisture content of the soil to insure adequate plant growth until a satisfactory stand is obtained. If necessary, watering shall be performed to maintain an adequate water content in the soil.
- B. Watering shall be accomplished by hoses, tank truck or sprinklers in such a way to prevent erosion, excessive runoff and over-watered spots.

3.07 Maintenance

- A. Upon completion of seeding operations, the Contractor shall clear the area of all equipment, debris and excess material and the premises shall be left in a neat and orderly condition.

- B. The Contractor shall maintain all seeded areas without additional payment until final acceptance of the work by the County, and any regrading, refertilizing, reliming, reseeding or remulching shall be done at Contractor's own expense. Seeding work shall be repeated on defective areas until a satisfactory uniform stand is accomplished. Damage resulting from erosion, gulleys, washouts or other causes shall be repaired by filling with topsoil, compacting and repeating the seeding work at Contractor's expense.

3.08 Final Stabilization

- A. Final Stabilization means that all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscaped areas), or equivalent permanent stabilization measures.

TABLE 1

SEEDING REQUIREMENTS

Sowing Season	Species	Rates per 1,000 Square Feet		
		Seed	Fertilizer	Lime

3/15 - 8/14	Common Bermuda (hulled) (Giant Bermuda Seed, including NK-37 is not acceptable) Annual Ryegrass	0.7 lbs. 0.9 lbs.	35 lbs. 6-12- 12	175 lbs.
	Total	1.6 lbs.		
8/15 - 3/14	Common Bermuda (unhulled) Annual Ryegrass	0.7 lbs. 0.9 lbs.	35 lbs. 6-12- 12	175 lbs.
	Total	1.6 lbs.		

END OF SECTION

SECTION 02934

SODDING

Part 1 General

1.01 Scope

- A. Sodding shall consist of establishing certain critical areas with sod as designated on the Drawings.
- B. All work shall in accordance with the Manual for Erosion and Sediment Control in Georgia, 2016 Edition, or latest edition.

Part 2 Products

2.01 Sod

- A. Sod shall consist of a live, dense, well-rooted growth of turf grass species as noted on the Drawings. The sod shall be free from Johnson grass, nut grass and other obnoxious grasses and shall be of suitable character for the purpose intended and for the soil in which it is to be planted. It shall be un-injured at the time of planting.
- B. Sod shall be uniform in thickness, having not over 2-inches or less than 1-inch of soil.
- C. Sod strips shall have a consistent width of 12 or 18-inches.

2.02 Fertilizer

- A. Fertilizer (10-10-10) used in connection with sodding, shall contain 10 percent nitrogen, 10 percent phosphoric acid and 10 percent potash. The fertilizer shall be furnished in standard containers with the name, weight and guaranteed analysis of the contents clearly marked. The containers shall ensure proper protection in handling and transporting the fertilizer. All commercial fertilizer shall comply with local, state and federal fertilizer laws.
- B. Ammonium nitrate shall be a standard commercial product, shall conform to the requirements for other commercial fertilizers as specified above, and shall have a minimum of 32-1/2 percent nitrogen.

2.03 Lime

Agricultural limestone shall be dolomitic and contain not less than 85 percent of calcium carbonate and magnesium carbonate combined, and shall be crushed so that at least 85 percent will pass the No. 10 mesh sieve and 50 percent will pass a No. 40 mesh screen.

2.04 Weather Limitations

Sod shall be planted only when the soil is moist and favorable to growth. No planting shall be done between October 1 and April 1 unless weather and soil conditions are considered favorable and permission is granted by the County.

Part 3 Execution

3.01 Sodding

- A. The area to be sodded shall be constructed to the lines and grades indicated on the Drawings or as directed by the County, and the surface loosened to a depth of not less than 3-inches with a rake or other device. If necessary, it shall be sprinkled until saturated at least 1-inch in depth and kept moist until the sod is place thereon. Immediately before placing the sod, the fertilizer shall be uniformly applied at the rate of 12 pounds of Grade 10-10-10, or equivalent, per 1,000 square feet. Agricultural limestone shall be applied at the rate of 50 pounds per 1,000 square feet.
- B. The entire area shall be thoroughly covered with sod. The sod shall be placed on the prepared surface with the edges in close contact and, as far as possible, with staggered joints.
- C. The sod shall be maintained moist from time of removal until reset but shall be placed as soon as practicable after removal from place where growing. Immediately after placing it shall be rolled with a light- weight roller or hand tamped to the satisfaction of the County.
- D. Sod on slopes steeper than 3 to 1 shall be held in place by wooden pins about 1-inch square and 6-inches long, driven through the sod into the soil until they are flush with the top of the sod.

3.02 Watering and Maintenance

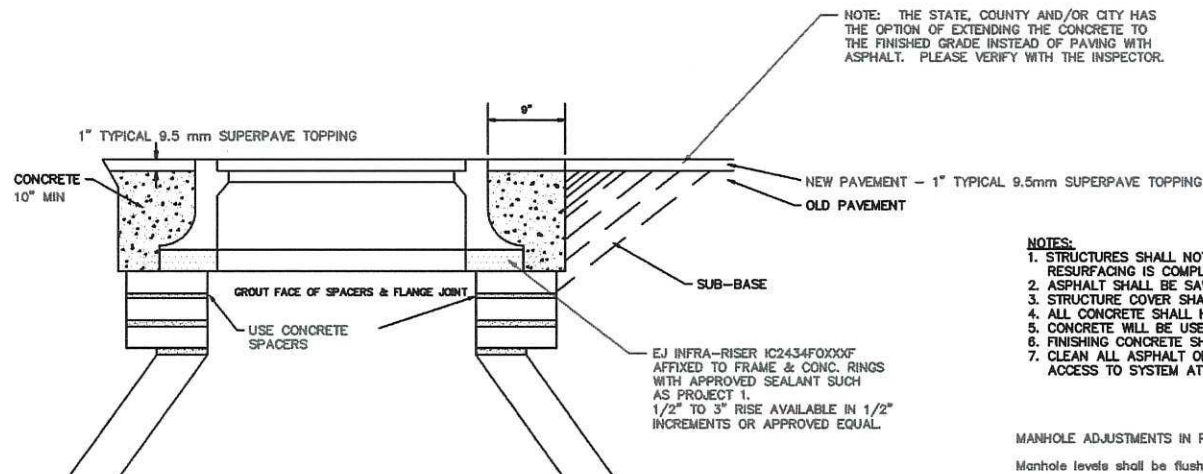
- A. The sod shall be watered as directed by the County for a period of two weeks after which ammonium nitrate shall be applied at the rate of three pounds per 1,000 square feet and the sod given a final watering.
- B. The Contractor shall not allow any equipment or material to be placed on any planted area and shall erect suitable barricades and guards to prevent Contractor's equipment, labor or the public from traveling on or over any area planted with sod.
- C. It shall be the obligation of the Contractor to secure a satisfactory growth of grass before final acceptance of the Project.

END OF SECTION

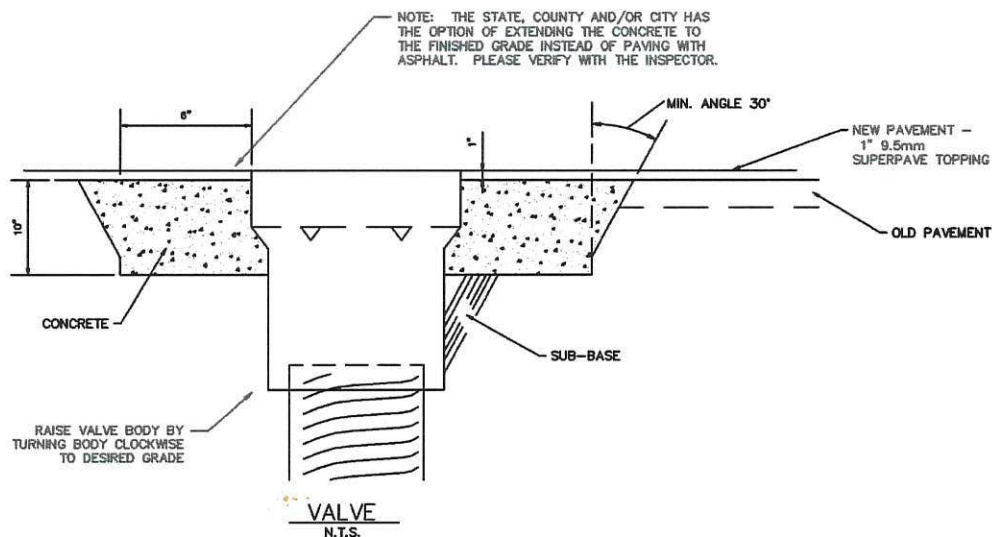
EXHIBIT G

EXHIBITS

- **FULTON COUNTY STANDARD DETAILS**



MANHOLE
N.T.S.



NOTES:

1. STRUCTURES SHALL NOT BE ADJUSTED FOR A PERIOD OF 24 HOURS AFTER RESURFACING IS COMPLETED IN THAT AREA.
2. ASPHALT SHALL BE SAWCUT TO MAKE A SMOOTH, EVEN EDGE.
3. STRUCTURE COVER SHALL BE ADJUSTED TO FIT FLUSH WITH STREET SURFACE.
4. ALL CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 4000 PSI.
5. CONCRETE WILL BE USED TO BACKFILL THE ENTIRE WORKING AREA.
6. FINISHING CONCRETE SHALL BE DONE BY USE OF A TROWEL OR FLOAT.
7. CLEAN ALL ASPHALT OFF SEWER MANHOLES AT TIME OF PAVING TO ALLOW ACCESS TO SYSTEM AT ALL TIMES.

MANHOLE ADJUSTMENTS IN PAVEMENT

Manhole levels shall be flush with the final pavement surface.

ADJUSTMENTS UP TO 3-INCHES

Remove lid.
Clean all rust and debris from seating areas with wire brush.
Take measurements and determine height of risers to be used.
Add appropriately sized steel risers to ring up to 3-inches in height.
Replace manhole lid.

ADJUSTMENTS GREATER THAN 3-INCHES AND LESS THAN 12-INCHES

Locate all utilities near manhole. Hand dig around all utilities.
Saw cut 60-inch by 60-inch square around manhole.
Excavate a minimum depth of 10-inches.
Remove manhole frame and cover to expose cone.
Clean all rust and debris from seating areas with wire brush.
Add an appropriate number of pre-cast concrete spacers to cone.
Replace any existing brick spacers with pre-cast concrete spacers.
Use at least 3/4-inch non-shrink grout between spacers and manhole frame.

ADJUSTMENTS FOR 12-INCHES AND GREATER

Locate all utilities near manhole. Hand dig around all utilities.
Saw cut 60-inch by 60-inch square around manhole.
Excavate a minimum depth of 10-inches.
Remove manhole frame, cover, and cone to expose manhole.
Clean all rust and debris from seating areas with wire brush.
Add an appropriate number of pre-cast concrete risers and spacers to manhole.
Use tar based joint sealer between risers.
Use at least 3/4-inch non-shrink grout between spacers and manhole frame.
Seal joints on the inside with non-shrink grout.

Backfill using crusher run stone compacted in 6-inch layers using a mechanical tamper up to 10-inches below ground surface.
Coat the vertical wall faces of the pavement with a solution of Portland cement and water mixed to a consistency of heavy paint.
Fill the 10-inch open area with Class "A" high early strength Portland cement that has been dyed to match the surrounding pavement.

FULTON COUNTY STANDARD DETAIL 105
STRUCTURE ADJUSTMENT

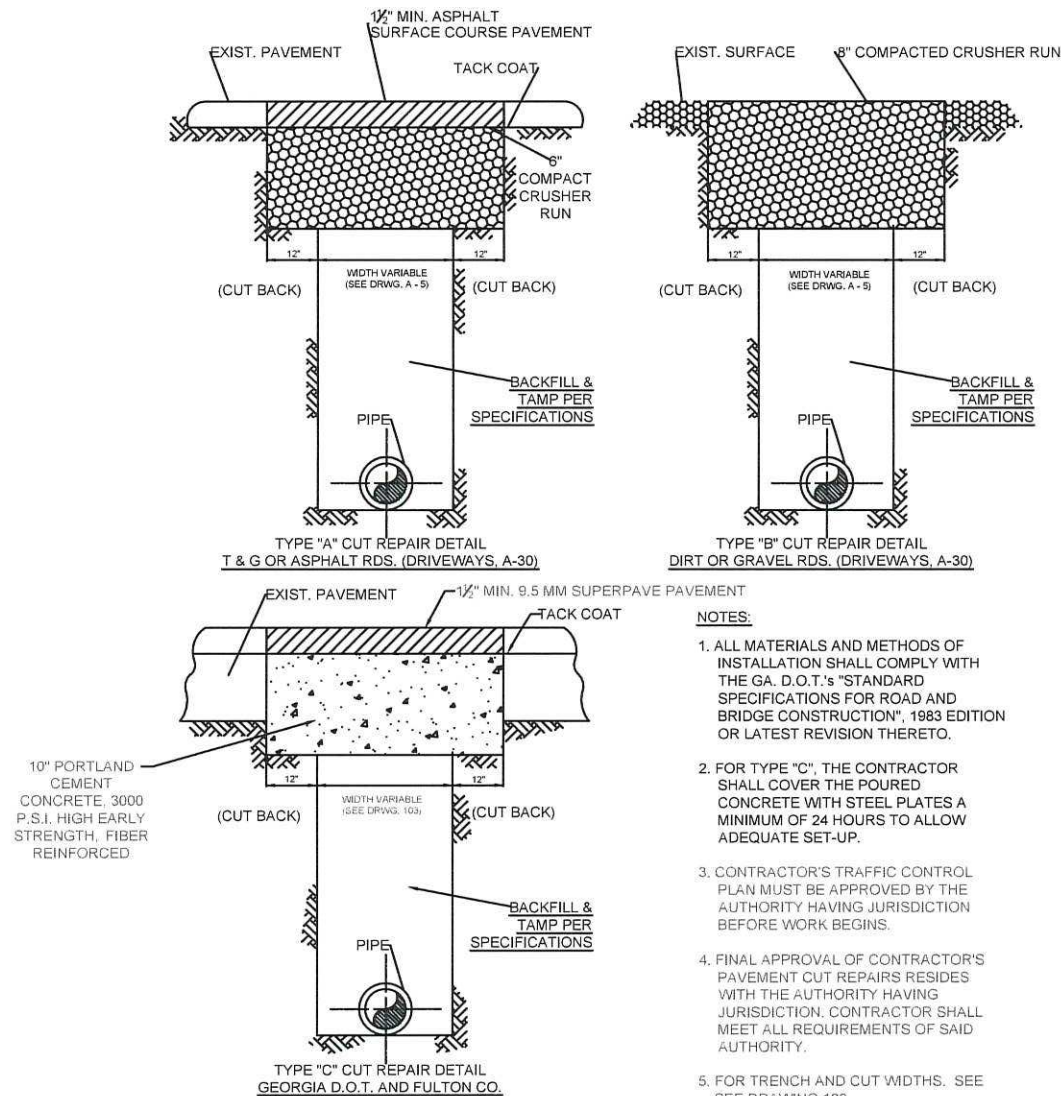
DATE	REVISIONS	DATE	REVISIONS
8/08	NRR		
1/18	TPM		

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-612-7400 FAX: 404-224-0498

DRAWING NO.
105



FULTON COUNTY STANDARD DETAIL 109
PAVEMENT CUT REPAIRS/STANDARD UTILITY CUT
TYPE A, B & C

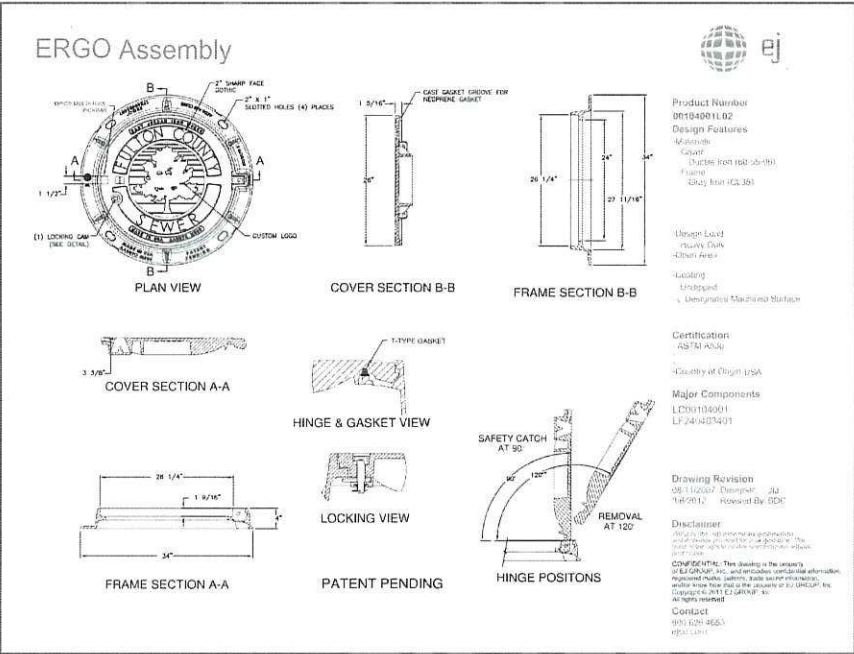
DATE	REVISIONS	DATE	REVISIONS
8/08	NRR		
1/18	TPM		

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

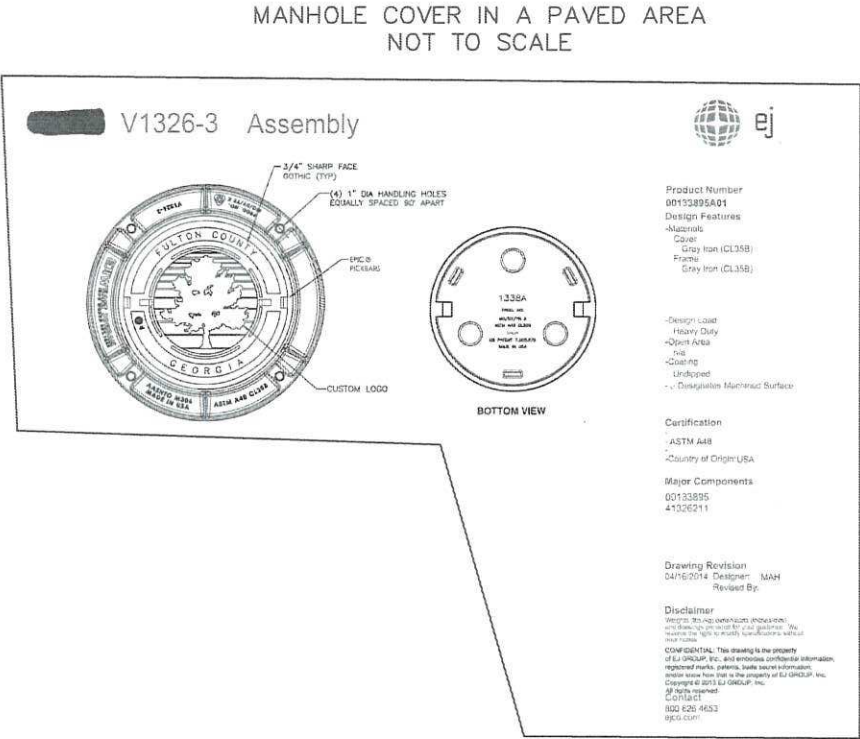


FULTON COUNTY PUBLIC WORKS
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404-612-7400 FAX: 404-224-0498

DRAWING NO.
109



MANHOLE COVER IN A LANDSCAPED OR NATURAL AREA
NOT TO SCALE



MANHOLE COVER IN A PAVED AREA
NOT TO SCALE

FULTON COUNTY STANDARD DETAIL 111A
LANDSCAPE AND PAVEMENT
MANHOLE FRAME AND COVER DETAILS

DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: TPM
APPROVED: TPM
DATE: 1-3-18



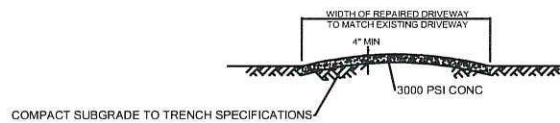
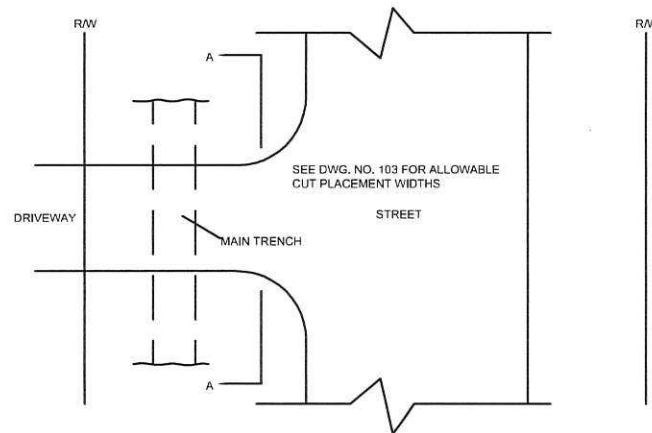
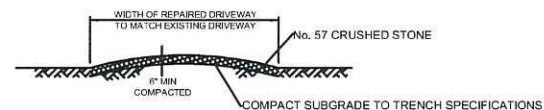
FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-612-7400 FAX: 404-224-0498

DRAWING NO.
111A

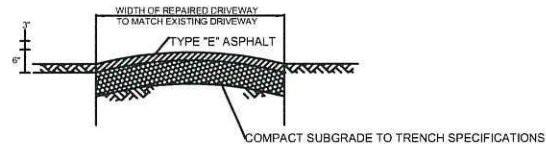
NOTE:

1. FINISHED GRADE TO BE FLUSH WITH THE EDGE OF THE DRIVE (TYP)

* SEE DWG. NO. 110 FOR STREET CUT REPAIRS

**CONCRETE
SECTION A-A****GRAVEL
SECTION A-A**

- NOTES:
1. FINISH SURFACE OF REPAIRED AREA TO MATCH EXISTING SURFACE
 2. EDGES OF CUT TO BE SAWN VERTICALLY
 3. EXPANSION MATERIAL TO BE USED AS DIRECTED

**ASPHALT
SECTION A-A**

FULTON COUNTY STANDARD DETAIL 131
DRIVEWAY CUT REPAIRS— CONCRETE, GRAVEL & ASPHALT

DATE	REVISIONS	DATE	REVISIONS
8/08	NRR		

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05



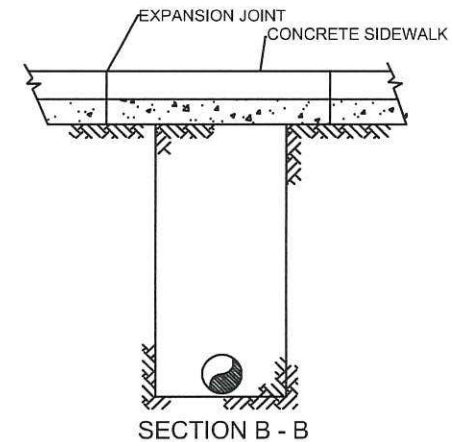
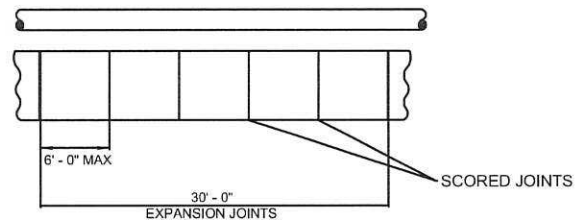
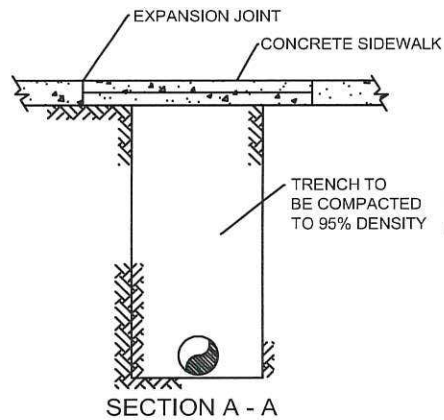
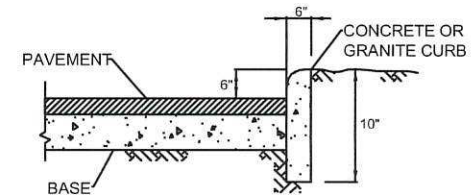
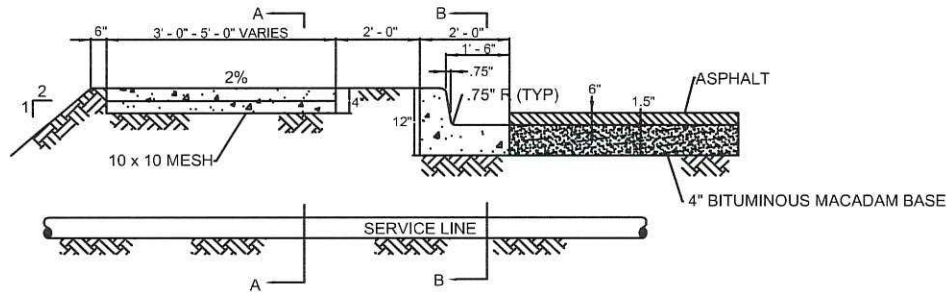
FULTON COUNTY PUBLIC WORKS
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DRAWING NO.

131

NOTES:

1. DETAILS ARE TYPICAL
2. REPLACE SIDEWALKS, CURB AND GUTTER AND CURBING TO MATCH EXISTING MATERIALS AS DIRECTED



FULTON COUNTY STANDARD DETAIL 134
SIDEWALK, CURB AND GUTTER REPAIRS

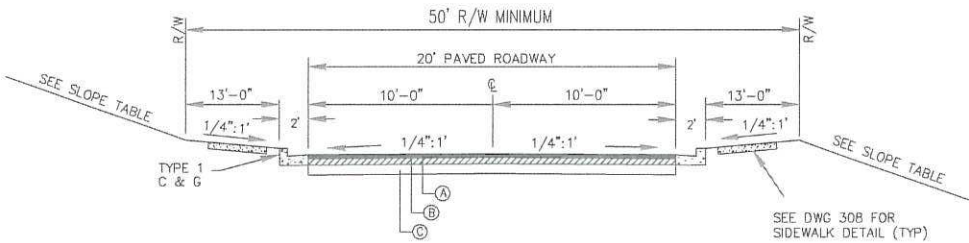
DATE	REVISIONS	DATE	REVISIONS
8/08	NRR		

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05



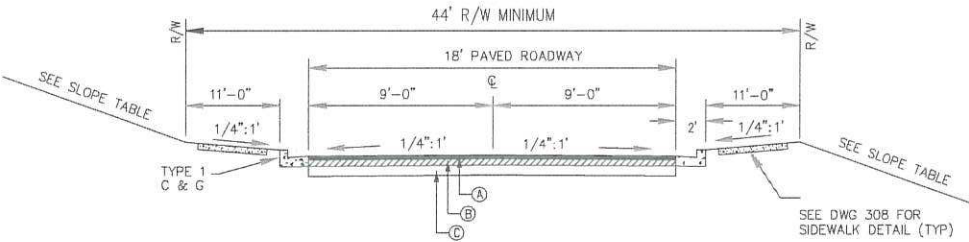
FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-612-7400 FAX: 404-224-0498

DRAWING NO.
134



MAJOR SUBDIVISION STREET & ENTRANCE ROADS

SERVING 40 OR MORE HOUSING UNITS
N.T.S.



MINOR SUBDIVISION STREET & SIDE ROADS

SERVING LESS THAN 40 HOUSING UNITS, (**APPLY HEAVY DUTY PAVEMENT WHERE REQUIRED)
N.T.S.

MAJOR SUB. DIV. STREETS & ENTRANCE ROADS

PAVEMENT MATERIAL SCHEDULE	
(A)	ASPH. CONC. 9.5 mm SUPERPAVE, 165 lb/yd ² (1-1/2")
(B)	ASPH. CONC. 19 mm SUPERPAVE, 220 lb/yd ² (2")
(C)	GRADED AGGREGATE BASE (CRUSHER RUN) 8"

****TACK COAT (CRS2H, SS1 or AC30) TO BE USED AS REQUIRED
****PRIME COAT (RC70) TO BE USED AS REQUIRED

RAISED PAVEMENT MARKERS TO BE USED AS REQUIRED
AND MUST BE APPROVED BY COUNTY ENGINEER/INSPECTOR

MINOR SUB. DIV. STREETS & SIDE ROADS

PAVEMENT MATERIAL SCHEDULE	
(A)	ASPH. CONC. 9.5 mm SUPERPAVE, 165 lb/yd ² (1-1/2")
(B)	ASPH. CONC. 19 mm SUPERPAVE, 220 lb/yd ² (2")
(C)	GRADED AGGREGATE BASE (CRUSHER RUN) 6"

****TACK COAT (CRS2H, SS1 or AC30) TO BE USED AS REQUIRED
****PRIME COAT (RC70) TO BE USED AS REQUIRED

SLOPE TABLE

CUT SLOPE		FILL SLOPE	
0'-5'	5' OR MORE	0'-5'	5' OR MORE
4:1	2:1	4:1	2:1

FULTON COUNTY STANDARD DETAIL 302
TYPICAL SECTIONS
STREETS

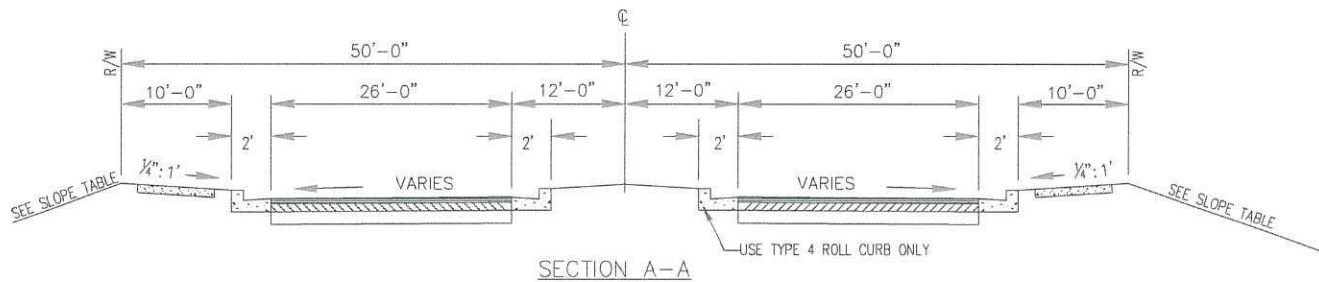
DATE	REVISIONS	DATE	REVISIONS
6-08	CS		

DGS/DRN/CHKD: KAH
APPROVED: LJM
DATE: 4-19-05

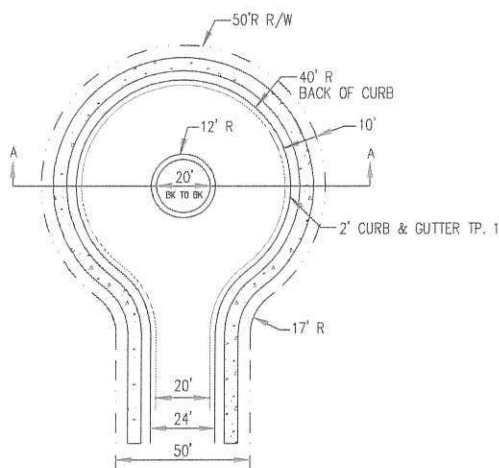
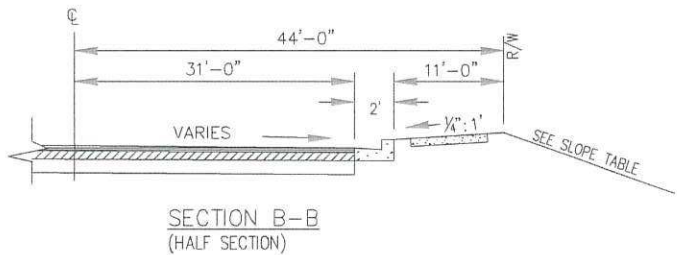


FULTON COUNTY PUBLIC WORKS
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DRAWING NO.
302



RAISED PAVEMENT MARKERS TO BE USED AS REQUIRED
AND MUST BE APPROVED BY COUNTY ENGINEER/INSPECTOR



CUL-DE-SAC PLAN
MAJOR SUBDIVISION STREET
N.T.S.

MAJOR SUB. DIV. STREETS & ENTRANCE ROADS

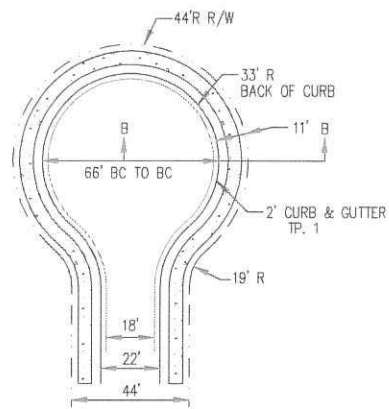
PAVEMENT MATERIAL SCHEDULE	
(A)	ASPH. CONC. 9.5 mm SUPERPAVE, 165 lb/yd ² (1-1/2")
(B)	ASPH. CONC. 19 mm SUPERPAVE, 220 lb/yd ² (2")
(C)	GRADED AGGREGATE BASE (CRUSHER RUN) 8"

****TACK COAT (CRS2H, SS1 or AC30) TO BE USED AS REQUIRED
****PRIME COAT (RC70) TO BE USED AS REQUIRED

MINOR SUB. DIV. STREETS & SIDE ROADS

PAVEMENT MATERIAL SCHEDULE	
(A)	ASPH. CONC. 9.5 mm SUPERPAVE, 165 lb/yd ² (1-1/2")
(B)	ASPH. CONC. 19 mm SUPERPAVE, 220 lb/yd ² (2")
(C)	GRADED AGGREGATE BASE (CRUSHER RUN) 6"

****TACK COAT (CRS2H, SS1 or AC30) TO BE USED AS REQUIRED
****PRIME COAT (RC70) TO BE USED AS REQUIRED



CUL-DE-SAC PLAN
MINOR SUBDIVISION STREET
N.T.S.

SLOPE TABLE

CUT SLOPE		FILL SLOPE	
0'-5'	5' OR MORE	0'-5'	5' OR MORE
4:1	2:1	4:1	2:1

FULTON COUNTY STANDARD DETAIL 303
TYPICAL SECTIONS
CUL-DE-SAC

DATE	REVISIONS	DATE	REVISIONS
6-06	CS		

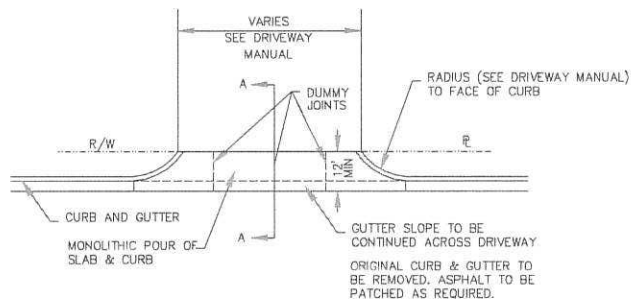
DGS/DRN/CHKD: KAH
APPROVED: LJM
DATE: 4-19-05



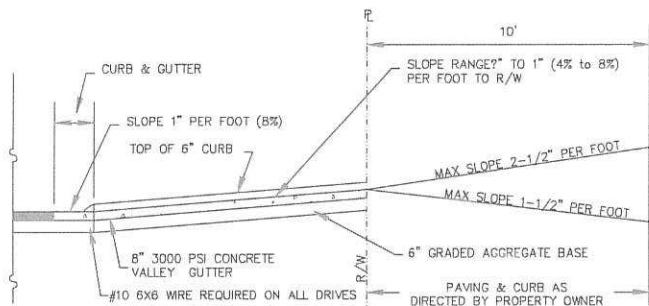
FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-612-7400 FAX: 404-730-6325

DRAWING NO
303

DRIVEWAY/INTERSECTION USE	WIDTH IN FEET		MIN. RADIUS IN FEET
	MIN.	MAX.	
RESIDENTIAL DRIVEWAY (1-3 UNITS)	14	18	5' (RADIUS OR FLARE)
RESIDENTIAL STREET (TWO LANES)	20	25	30'
COMMERCIAL DRIVEWAY	24	30	35'
WHEN DESIGNED FOR TRUCKS	24	40	75'
TWO-LANE DIVIDED DRIVEWAY	SEE DETAIL 305		30'
FOUR-LANE DIVIDED DRIVE	SEE DETAIL 305		30'



COMMERCIAL DRIVEWAY PLAN VIEW
N.T.S.

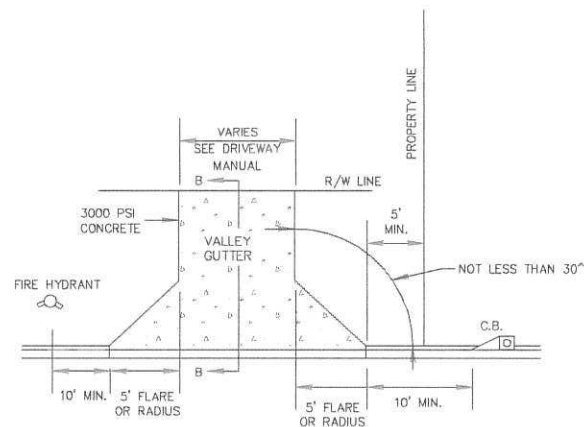


SECTION A-A
N.T.S.

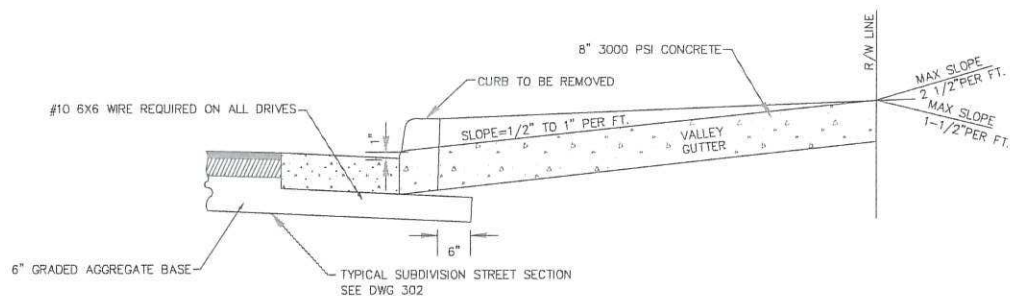
CONCRETE DRIVES:

RESIDENTIAL	COMMERCIAL
6" CONCRETE VALLEY GUTTER	8" CONCRETE VALLEY GUTTER
4" CONCRETE DRIVEWAY	8" CONCRETE DRIVEWAY

NOTE: PUBLIC STREET INTERSECTIONS SHALL BE ASPHALT



RESIDENTIAL DRIVEWAY (1-3 UNITS)
N.T.S.



SECTION B-B
N.T.S.

*NOTE:
MAXIMUM DRIVEWAY GRADES SHOWN ABOVE ARE INTENDED FOR RESIDENTIAL DRIVEWAYS WHERE
FLATTER GRADES ARE NOT FEASIBLE. GRADES FOR COMMERCIAL DRIVEWAYS OR FOR TRUCKS
SHALL NOT BE GREATER THAN 11% UNLESS SPECIFIED OTHERWISE.

FULTON COUNTY STANDARD DETAIL 304
DRIVEWAY DETAILS

DATE	REVISIONS	DATE	REVISIONS
8/08	NFR		

DGS/DRN/CHKD: REB
APPROVED: REW
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-612-7400 FAX: 404-224-0498

DRAWING NO.
MAIN
304

DRIVEWAY/INTERSECTION USE	WIDTH IN FEET		MIN. RADIUS IN FEET
	MIN.	MAX.	
RESIDENTIAL DRIVEWAY (1-3 UNITS)	14	18	5' (RADIUS OR FLARE)
RESIDENTIAL STREET (TWO LANES)	20	25	30'
COMMERCIAL DRIVEWAY	24	30	35'
WHEN DESIGNED FOR TRUCKS	24	40	75'
TWO-LANE DIVIDED DRIVEWAY	46	66	30'
FOUR-LANE DIVIDED DRIVE	46	66	30'

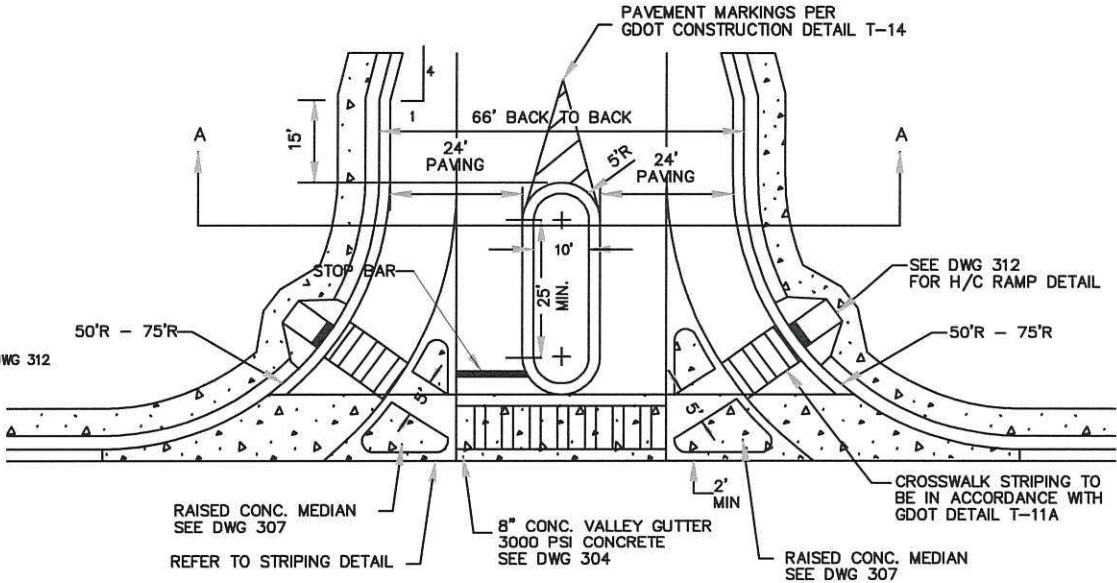
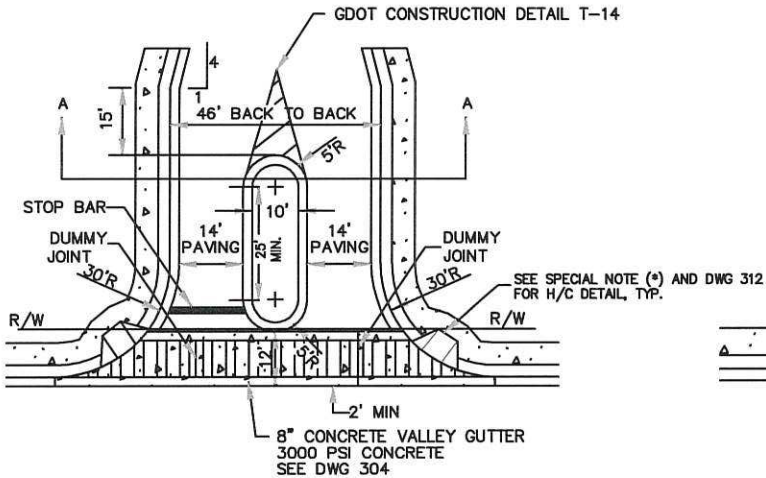
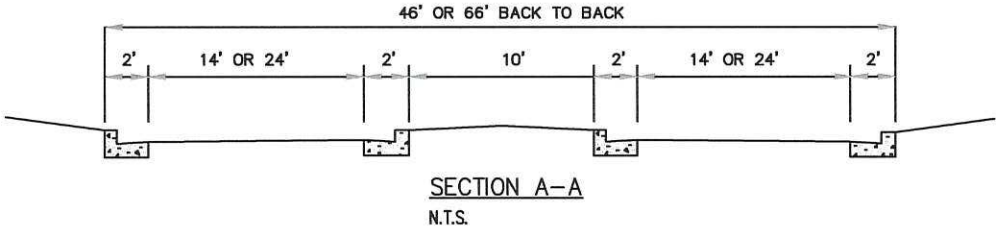
CONCRETE DRIVES:

RESIDENTIAL	COMMERCIAL
6" CONCRETE VALLEY GUTTER	8" CONCRETE VALLEY GUTTER
4" CONCRETE DRIVEWAY	8" CONCRETE DRIVEWAY

NOTES:

1. PUBLIC STREET INTERSECTIONS SHALL BE ASPHALT.
2. ALL STIPING MUST BE DONE ACCORDING TO THE LATEST MUTCD STANDARDS.
3. ALL STRIPING DESIGNS TO BE APPROVED BY COUNTY ENGINEER/INSPECTOR.

(*) NOTE:
FOR CURB RAMP WITH DETECTABLE WARNING:
DETECTABLE WARNING SHALL BE 24 INCHES
IN THE DIRECTION OF PEDESTRIAN TRAVEL AND
EXTEND THE FULL WIDTH OF THE CURB RAMP
OR FLUSH SURFACE.
REFER TO GDOT STANDARD A4 FOR INSTALLATION
INSTRUCTIONS.



OPTIONAL DIVIDED ENTRANCE (PRIVATE OR COMMERCIAL)
N.T.S.

FULTON COUNTY STANDARD DETAIL 305
DIVIDED ENTRANCE DETAILS

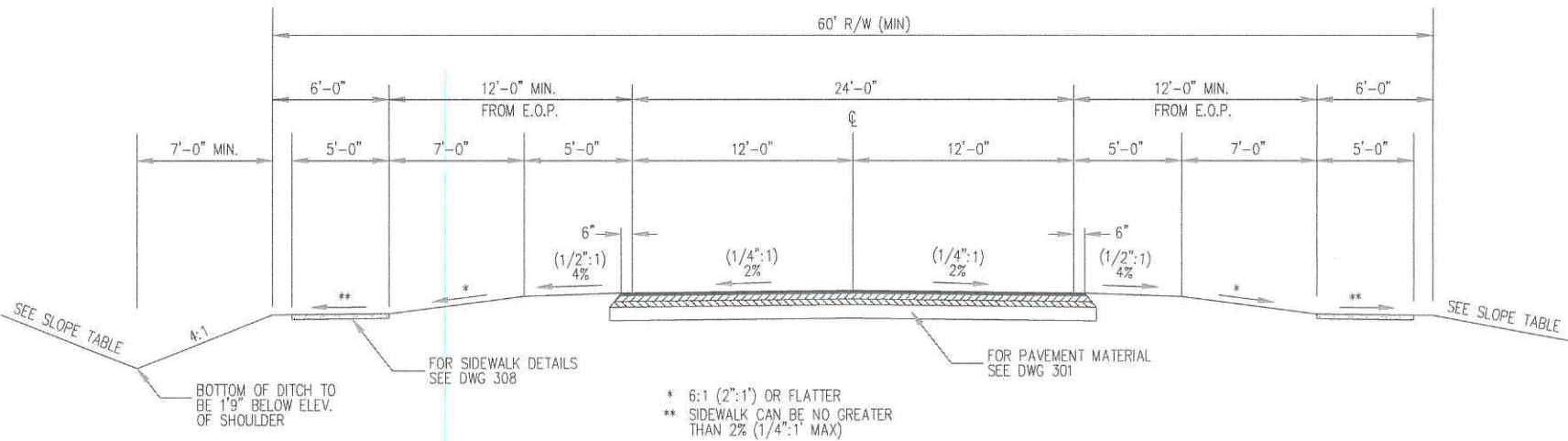
DATE	REVISIONS	DATE	REVISIONS
6-08	CS		

DGS/DRN/CHKD: KAH
APPROVED: LJM
DATE: 4-19-05

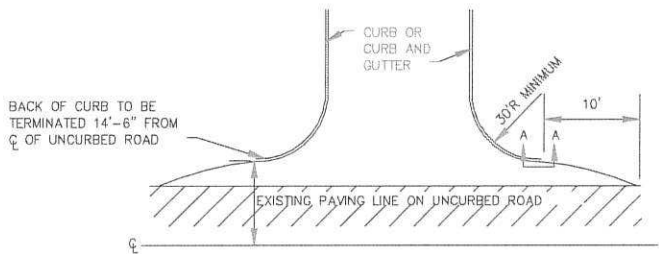


FULTON COUNTY PUBLIC WORKS
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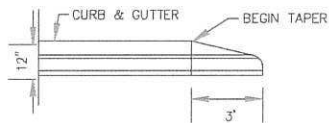
DRAWING NO.
305



COUNTY ROADS, NOT CURBED WITH SIDEWALK
N.T.S.



NOTE:
IF EXISTING UNCURBED ROAD IS WIDER THAN 29', THE DIMENSION IS TO BE 6'-6" FROM EXISTING EDGE OF PAVEMENT.



SECTION A-A
N.T.S.

COUNTY ROADS

PAVEMENT MATERIAL SCHEDULE	
(A)	ASPH. CONC. 9.5 mm SUPERPAVE, 165 lb/yd ² (1-1/2")
(B)	ASPH. CONC. 19 mm SUPERPAVE, 220 lb/yd ² (2")
(C)	ASPH. CONC. 25 mm SUPERPAVE, 330 lb/yd ² (3")
(D)	GRADED AGGREGATE BASE (CRUSHER RUN) 8"

****TACK COAT (CRS2H, SS1 or AC30) TO BE USED AS REQUIRED
****PRIME COAT (RC70) TO BE USED AS REQUIRED

SLOPE TABLE

CUT SLOPE		FILL SLOPE	
0'-5'	5' OR MORE	0'-5'	5' OR MORE
4:1	2:1	4:1	2:1

INTERSECTION OF CURBED AND UNCURBED ROADS
WITH NO TURN LANES
N.T.S.

FULTON COUNTY STANDARD DETAIL 306
MISCELLANEOUS DETAILS

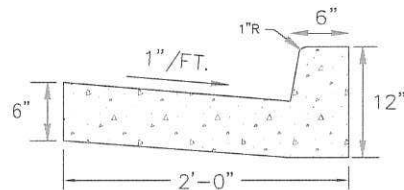
DATE	REVISIONS	DATE	REVISIONS
6-08	CS		

DGS/DRN/CHKD: KAH
APPROVED: LJM
DATE: 4-19-05

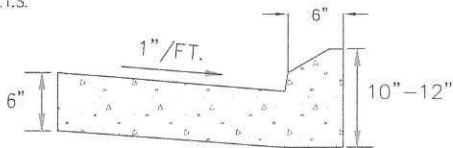


FULTON COUNTY PUBLIC WORKS
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404-612-7400 FAX: 404-730-6325

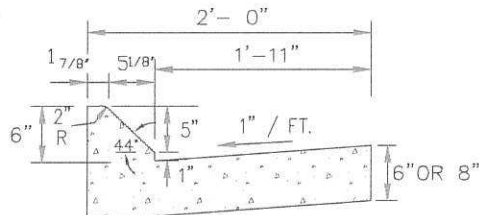
DRAWING NO.
306



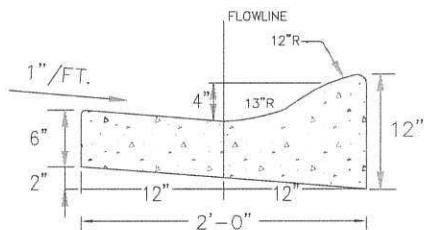
TYPE 1 CONCRETE CURB & GUTTER
INDUSTRIAL ROAD
N.T.S.



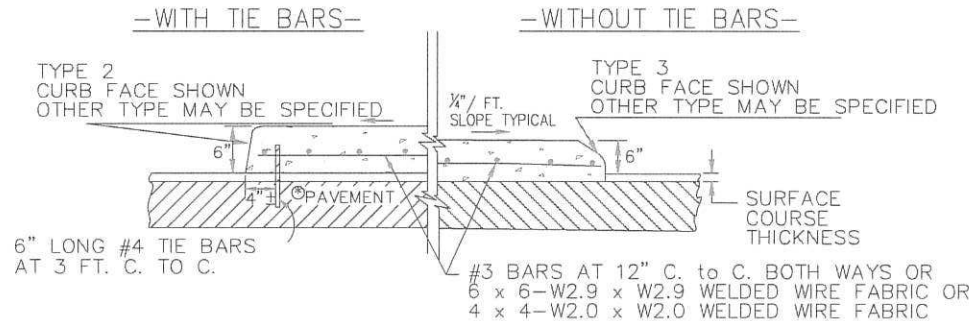
TYPE 2 CONCRETE CURB & GUTTER
MAJOR & MINOR RESIDENTIAL S.D. STREETS ONLY
N.T.S.



TYPE 3 MOUNTABLE CURB & GUTTER
N.T.S.



TYPE 4 CONCRETE ROLLED CURB & GUTTER
N.T.S.

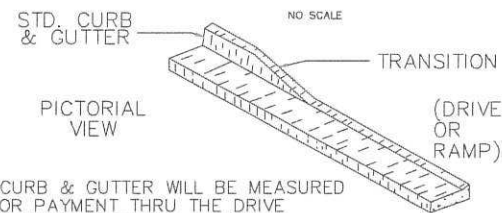


NOTE: IF CONCRETE MEDIAN INTERCEPTS
PEDESTRIAN CROSSWALKS, WHEELCHAIR
RAMPS (DWG 312) WILL BE REQUIRED.

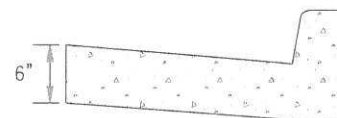
CONCRETE MEDIANS (ISLAND)
N.T.S.

- * P. C. PAVEMENT
TIE BARS WILL BE PLACED AFTER
FINISHING & BEFORE INITIAL SET
HAS TAKE PLACE.
- * ASPHALT PAVEMENT
TIE BARS MAY BE DRIVEN IN
OR DRILLED & GROUTED.

DETAILS OF RECESSED CURB
TYPICAL USE: AT DRIVEWAYS OR CURB CUT RAMPS
N.T.S.



NOTE: CURB & GUTTER WILL BE MEASURED
FOR PAYMENT THRU THE DRIVE
OR RAMP OPENING



SECTIONAL VIEW

FULTON COUNTY STANDARD DETAIL 307
CURB & GUTTER
DETAILS

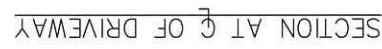
DATE	REVISIONS	DATE	REVISIONS
6-08	JJM		

DGS/DRN/CHKD: KAH
APPROVED: LJM
DATE: 4-18-05

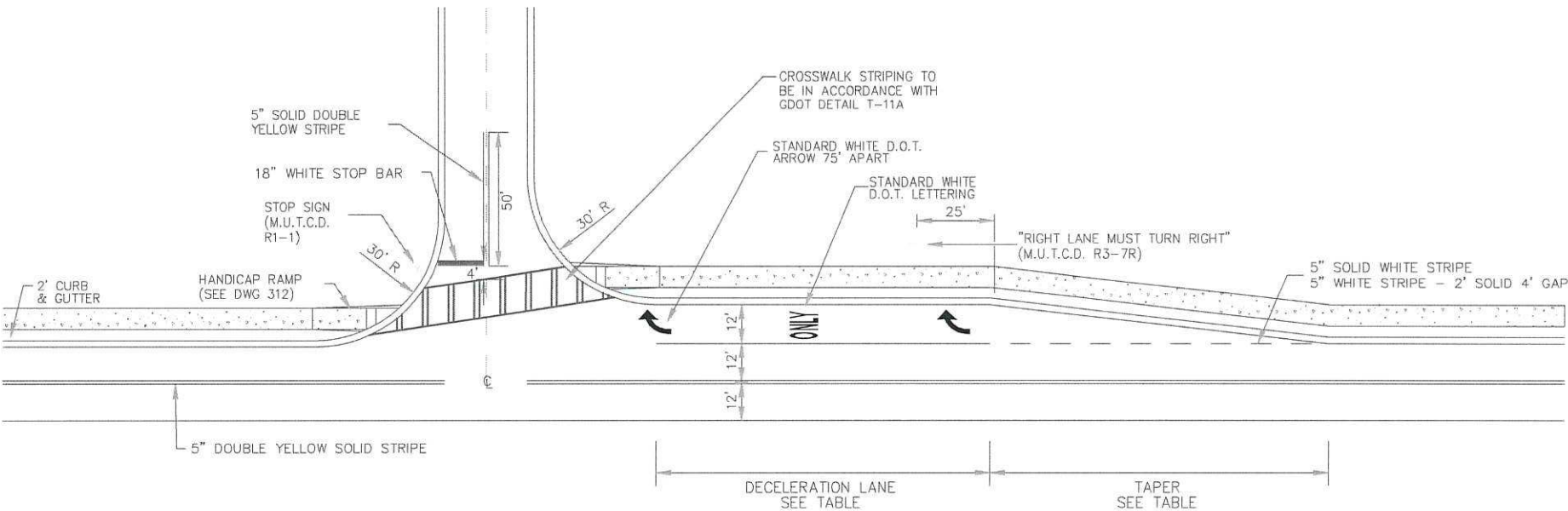


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DRAWING NO.
307




- NOTES:
1. USE $\frac{3}{8}$ " X 4" EXPANSION JOINTS AT CHANGE OF DIRECTIONS, CURBS, RIGID STRUCTURES AND RIGID PAVEMENT. ON STRAIGHT RUNS PROVIDE EXPANSION JOINTS EVERY 24 FEET.
 2. TOOL ALL EXPOSED EDGES AND JOINTS TO $\frac{1}{4}$ " RADIUS.
 3. BROOM FINISH PERPENDICULAR TO TRAVEL.
 4. PROVIDE $\frac{3}{4}$ " DEEP SAW CUT CONTRACTION JOINTS EVERY 5'-0".
 5. ZONING OVERLAY REQUIREMENTS MAY SUPERCEDE STANDARD DETAIL.



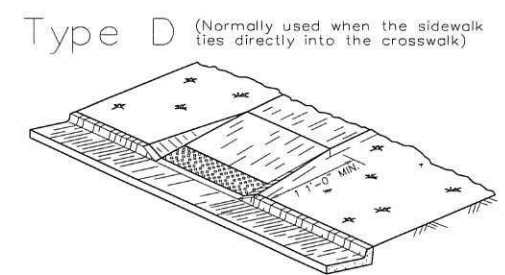
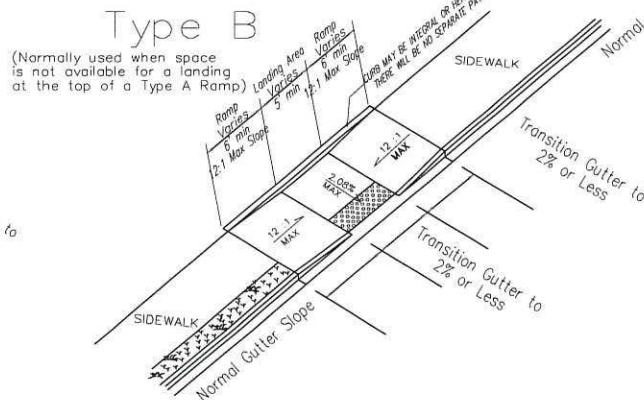
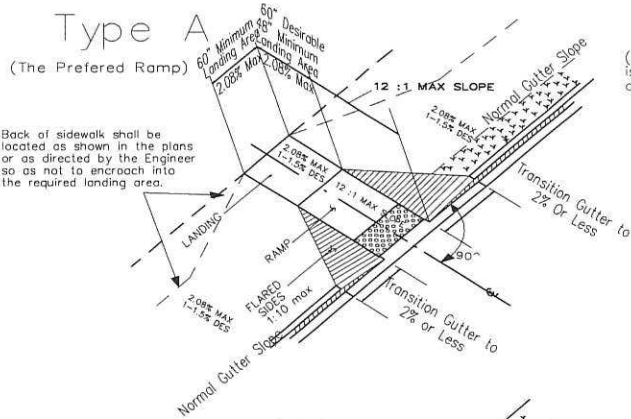
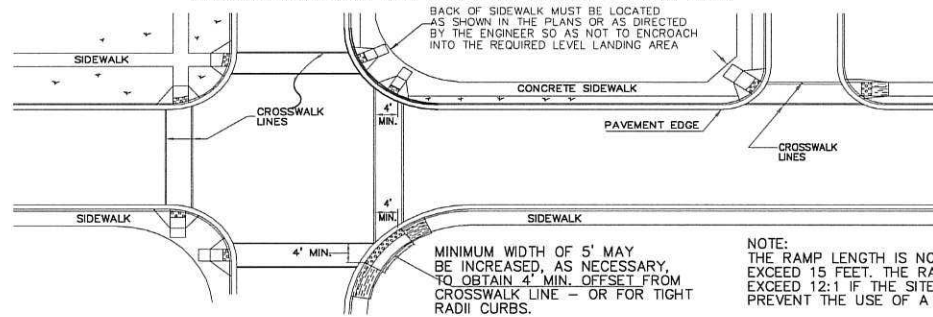
SPEED LIMIT MPH	DECELERATION LANE	TAPER
35	100	50
40	150	50
45	175	100
50	225	100
55	250	100

NOTES:

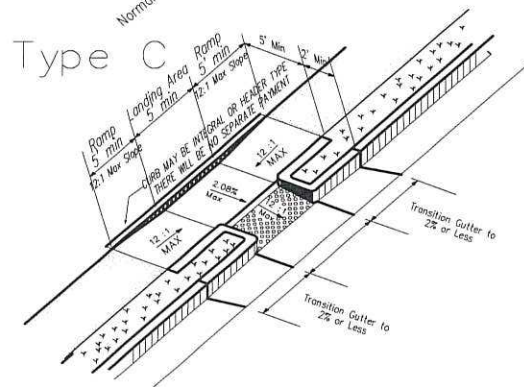
1. ALL STRIPING MUST BE DONE IN THERMOPLASTIC PER GDOT SPECIFICATION SECTION 653
2. CONTACT E&CD (404) 730-7800, THREE WORKING DAYS PRIOR TO STRIPING FOR INSPECTION OF LAYOUT.
3. STRIPING LAYOUT IS SUBJECT TO FIELD MODIFICATION PER THE FIELD INSPECTION.

FULTON COUNTY STANDARD DETAIL 309 TYPICAL SECTION TWO LANE ROAD DECELERATION LANE	DATE 6-08	REVISIONS NRR	DATE	REVISIONS	DGS/DRN/CHKD: KAH	 FULTON COUNTY	FULTON COUNTY PUBLIC WORKS 141 PRYOR ST. ATLANTA, GA. 30303 404-730-7400 FAX: 404-730-6325	DRAWING NO. 309
					APPROVED: LJM			
					DATE: 4-19-05			

TYPICAL LOCATIONS FOR CURB CUT RAMPS – PLAN VIEW



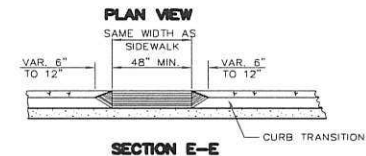
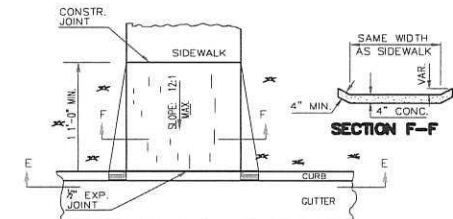
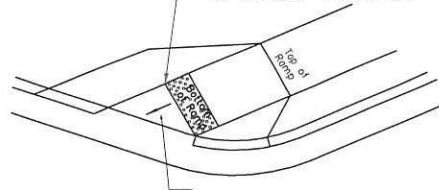
IN AREAS WHERE THE GUTTER HAS A SLOPE 1" IN 1' END NORMAL GUTTER SLOPE AT A DISTANCE OF 6 TO 10 FEET FROM THE RAMP AND BEGIN TRANSITION TO A FLAT GUTTER SLOPE. NORMAL GUTTER SLOPE SHALL BE RESUMED AT A SIMILAR DISTANCE BEYOND THE RAMP.



Skewed Ramp Details (Applies to Type A & Type D Ramps Only)

WHEN THE RAMP CENTERLINE IS NOT PERPENDICULAR TO THE CURB A LEVEL LANDING AREA WITH SLOPES LESS THAN 2.08% MUST BE PROVIDED AT THE BOTTOM OF THE RAMP.

BOTTOM OF RAMP SHALL BE PERPENDICULAR TO THE RAMP CENTERLINE.



FULTON COUNTY STANDARD DETAIL 312
HANDICAP RAMP DETAILS

DATE	REVISIONS	DATE	REVISIONS

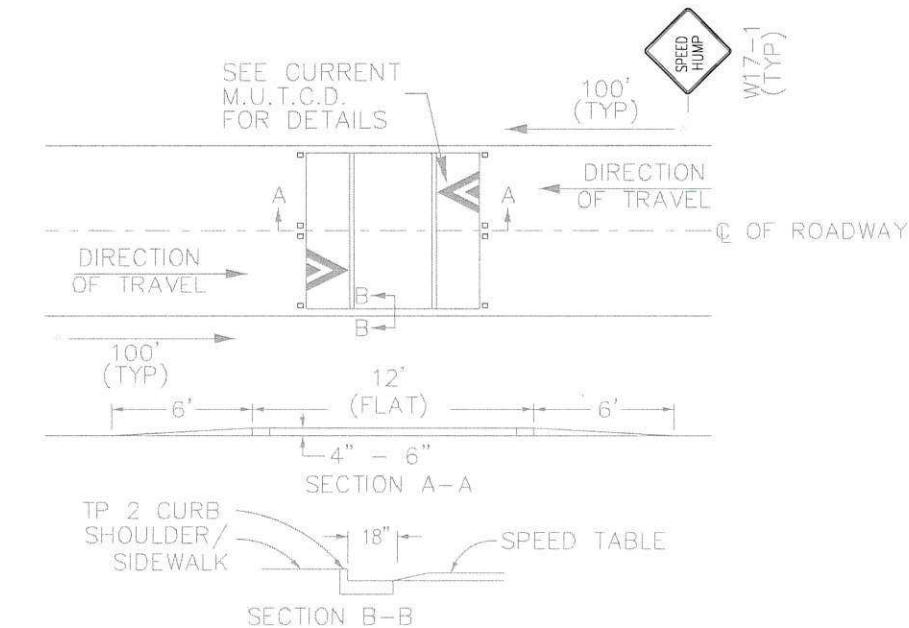
DGS/DRN/CHKD: KAH
APPROVED: JLM
DATE: 4-19-05



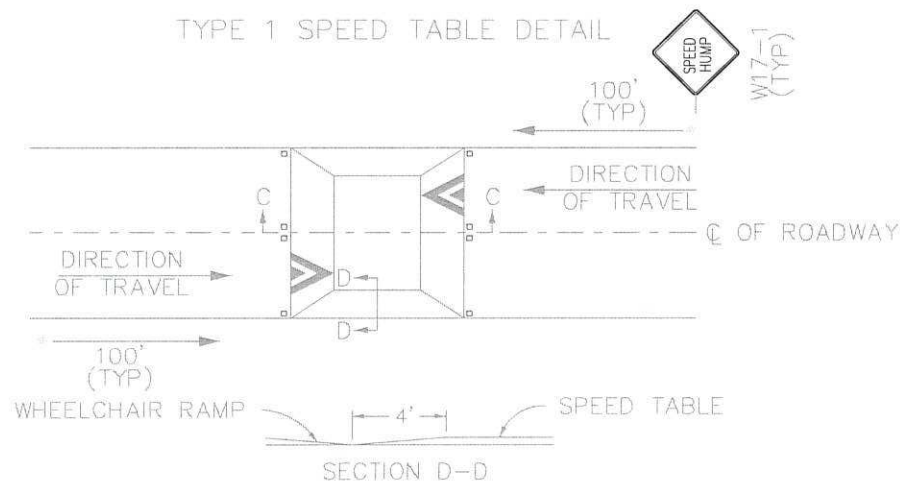
FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-612-7400 FAX: 404-730-6325

DRAWING NO.

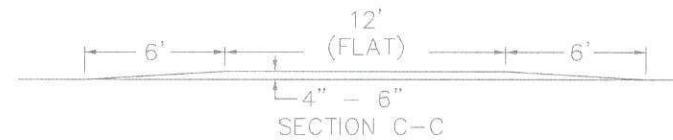
312



TYPE 1 SPEED TABLE DETAIL



TYPE 2 SPEED TABLE DETAIL



NOTES:

1. USE TYPE 2 SPEED TABLES IN CONJUNCTION WITH CROSSWALKS, ONLY.
2. SPEED TABLES MAY BE CONSTRUCTED USING ASPHALT OR CONCRETE, PER FULTON COUNTY TRAFFIC ENGINEER.

A. CONCRETE CONSTRUCTION:

1. CONSTRUCT SPEED TABLES USING 3000 PSI HIGH/EARLY CONCRETE REINFORCED WITH #3 BARS AT 12" C. TO C. BOTH WAYS, OR 6 X 6 - W2.9 X W2.9 WELDED WIRE FABRIC OR 4 X 4 - W2.0 X W2.0 WELDED WIRE FABRIC.
2. CONCRETE WILL BE COLORED AND TOP STAMPED WITH TEXTURE PER FULTON COUNTY TRAFFIC ENGINEER.

B. ASPHALT CONSTRUCTION:

1. CONSTRUCT SPEED TABLES USING ASPHALTIC CONCRETE 12.5 MM SUPERPAVE IN ACCORDANCE WITH SECTION 402 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CURRENT EDITION.
2. APPLY TACK COAT AT A RATE OF 0.04 TO 0.06 GALLONS PER SQUARE YARD IN ACCORDANCE WITH SECTION 413 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CURRENT EDITION, OR AS DIRECTED BY ENGINEER.
3. APPLY PAVEMENT MARKINGS USING WHITE THERMOPLASTIC 0.090 INCHES IN THICKNESS IN ACCORDANCE WITH SECTION 653 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CURRENT EDITION.

A. APPLY RAISED PAVEMENT MARKERS, IP 11 (YELLOW/YELLOW) (CENTERLINE) AND TP 13 (CLEAR/RED) (EDGE OF PAVEMENT), USING HEATED BITUMINOUS ADHESIVE IN ACCORDANCE WITH SECTION 868 OF THE GEORGIA DOT SPECIAL SHELF PROVISION SPECIFICATIONS, CURRENT EDITION.

4. SEE SIGN INSTALLATION DETAIL.

DATE	REVISIONS	DATE	REVISIONS
6-08	CS		

DGS/DRN/CHKD: KAH
APPROVED: LJM
DATE: 4-19-05



FULTON COUNTY PUBLIC WORKS
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DRAWING NO.

315

NOTES:

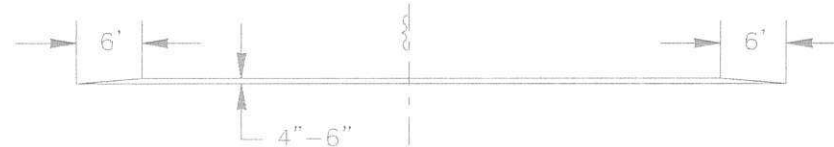
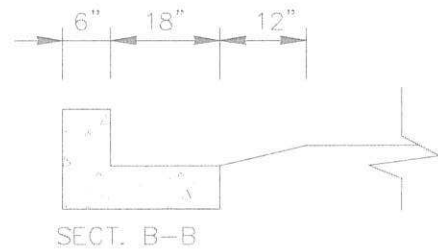
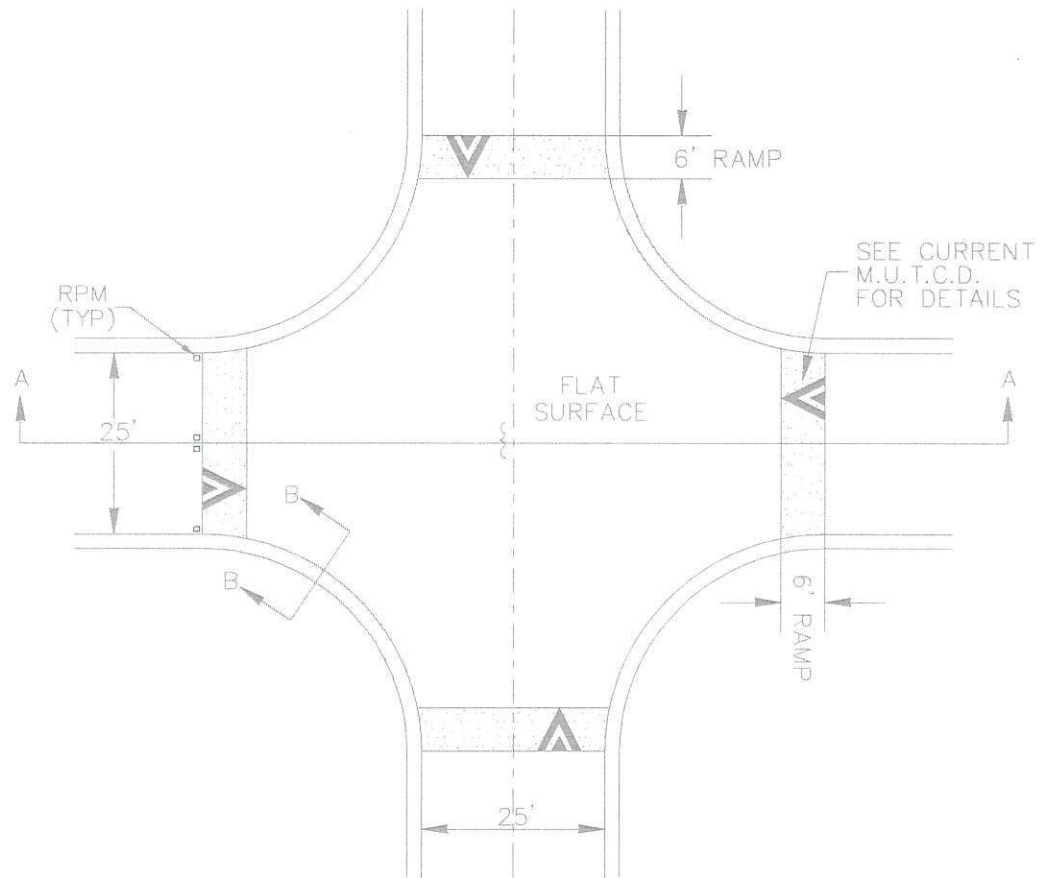
1. MINIMUM 1" SLOPE REQUIRED IN ALL AREAS FOR DRAINAGE.
2. A 30" X 30" YELLOW WARNING SIGN WITH THE LEGEND "RAISED INTERSECTION" MAY BE REQUIRED ON ALL APPROACHES NOT CONTROLLED BY A STOP SIGN.
3. INTERSECTION HUMP MAY BE CONSTRUCTED USING ASPHALT OR CONCRETE, PER FULTON COUNTY TRAFFIC ENGINEER.

A. CONCRETE CONSTRUCTION:

1. CONSTRUCT INTERSECTION HUMP USING 3000 PSI HIGH/EARLY CONCRETE REINFORCED WITH #3 BARS AT 12" C. TO C. BOTH WAYS, OR 6 X 6 - W2.9 X W2.9 WELDED WIRE FABRIC, OR 4 X 4 - W2.0 X W2.0 WELDED WIRE FABRIC.
2. CONCRETE WILL BE COLORED AND TOP STAMPED WITH TEXTURE PER FULTON COUNTY TRAFFIC ENGINEER.

B. ASPHALT CONSTRUCTION:

1. CONSTRUCT INTERSECTION HUMP USING ASPHALTIC CONCRETE-12.5 MM SUPERPAVE IN ACCORDANCE WITH SECTION 402 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CURRENT EDITION.
 2. APPLY TACK COAT AT A RATE OF 0.04 TO 0.06 GALLONS PER SQUARE YARD IN ACCORDANCE WITH SECTION 413 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CURRENT EDITION, OR AS DIRECTED BY ENGINEER.
 3. APPLY PAVEMENT MARKINGS USING WHITE THERMOPLASTIC 0.090 INCHES IN THICKNESS IN ACCORDANCE WITH SECTION 653 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CURRENT EDITION.
- A. APPLY RAISED PAVEMENT MARKERS, TP 11 (YELLOW/YELLOW) (CENTERLINE) AND TP 13 (CLEAR/RED) (EDGE OF PAVEMENT), USING HEATED BITUMINOUS ADHESIVE IN ACCORDANCE WITH SECTION 868 OF THE GEORGIA DOT SPECIAL SHELF PROVISION SPECIFICATIONS, CURRENT EDITION.



FULTON COUNTY STANDARD DETAIL 316
INTERSECTION HUMP

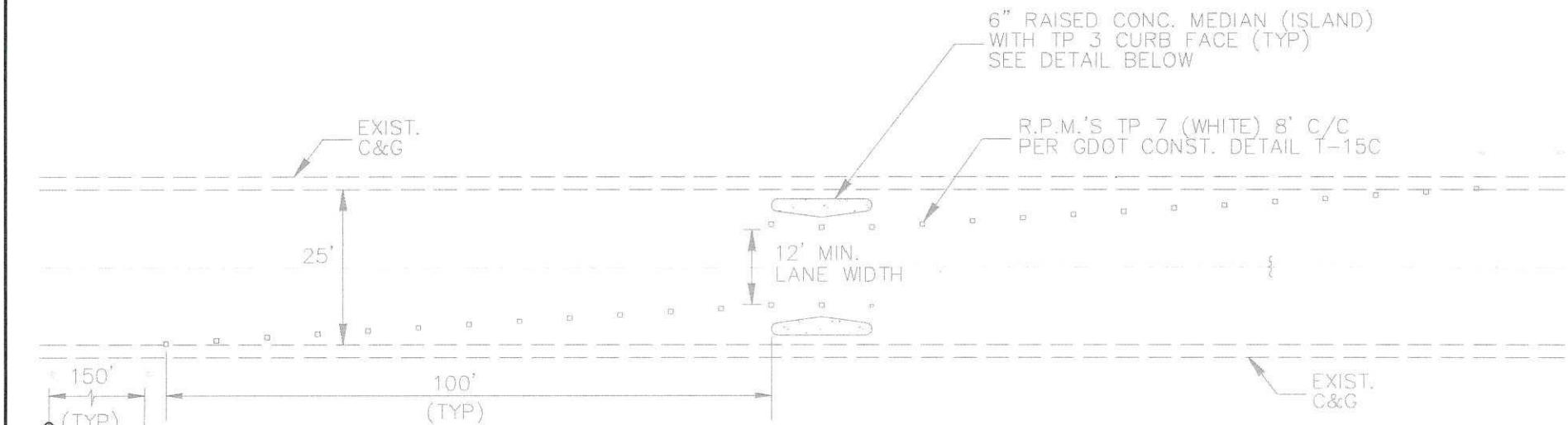
DATE	REVISIONS	DATE	REVISIONS
6-08	CS		

DGS/DRN/CHKD: KAH
APPROVED: LJM
DATE: 4-18-05

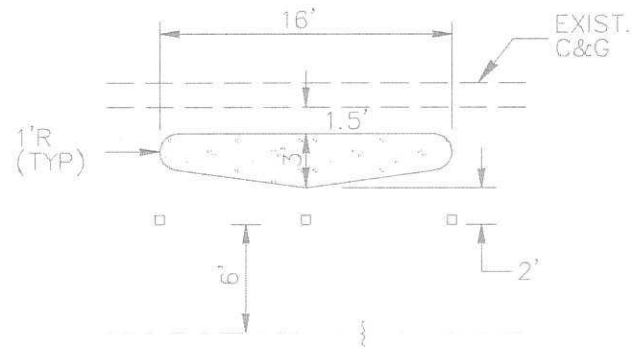


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DRAWING NO.
316



PLAN
N.T.S.



CONC. ISLAND DETAIL
N.T.S.

NOTES:

1. SEE DWG. 307 FOR CONCRETE MEDIAN CONSTRUCTION DETAIL.
2. SEE SIGN INSTALLATION DETAIL.

FULTON COUNTY STANDARD DETAIL 317
ONE LANE CHOKER

DATE	REVISIONS	DATE	REVISIONS
6-08	CS		

DGS/DRN/CHKD: KAH
APPROVED: LJM
DATE: 4-19-05

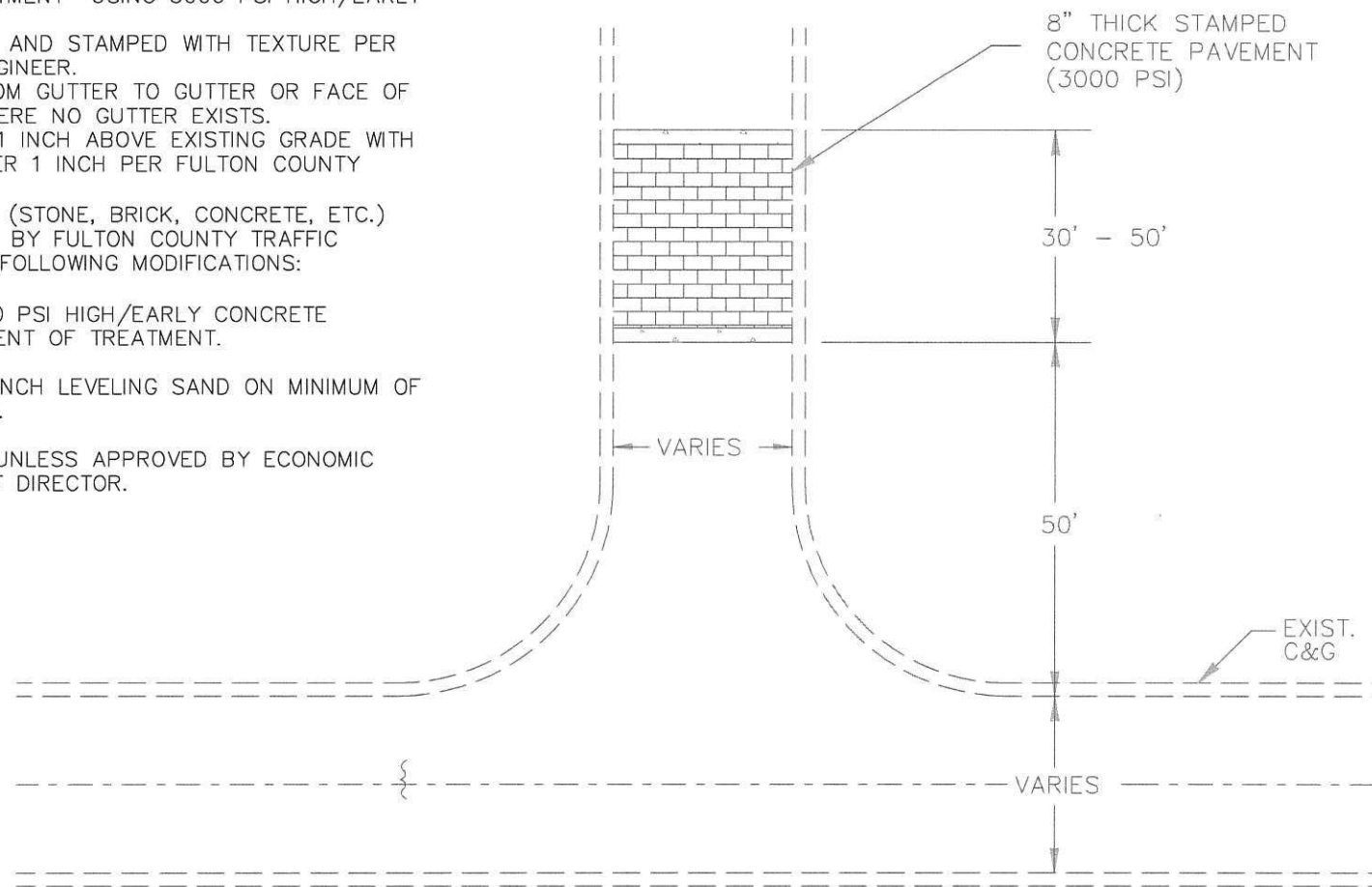


FULTON COUNTY PUBLIC WORKS
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404-612-7400 FAX: 404-730-6325

DRAWING NO.
317

NOTES:

1. CONSTRUCT ENTRANCE TREATMENT USING 3000 PSI HIGH/EARLY CONCRETE.
2. CONCRETE WILL BE COLORED AND STAMPED WITH TEXTURE PER FULTON COUNTY TRAFFIC ENGINEER.
3. TREATMENT WILL EXTEND FROM GUTTER TO GUTTER OR FACE OF CURB TO FACE OF CURB WHERE NO GUTTER EXISTS.
4. CONCRETE MAY BE FORMED 1 INCH ABOVE EXISTING GRADE WITH EDGE SLOPED TO GRADE OVER 1 INCH PER FULTON COUNTY TRAFFIC ENGINEER.
5. ALTERNATE PAVER MATERIAL (STONE, BRICK, CONCRETE, ETC.) MAY BE USED AS APPROVED BY FULTON COUNTY TRAFFIC ENGINEER. IF USED, APPLY FOLLOWING MODIFICATIONS:
 - A. 18 INCH BAND OF 3000 PSI HIGH/EARLY CONCRETE POURED IN PLACE EXTENT OF TREATMENT.
 - B. ALL PAVERS SET IN 1 INCH LEVELING SAND ON MINIMUM OF 4 INCH CONCRETE BASE.
6. FOR PRIVATE STREETS ONLY UNLESS APPROVED BY ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR.



FULTON COUNTY STANDARD DETAIL 318
ENTRANCE TREATMENT

DATE	REVISIONS	DATE	REVISIONS
6-08	CS		

DGS/DRN/CHKD: KAH
APPROVED: LJM
DATE: 4-19-05



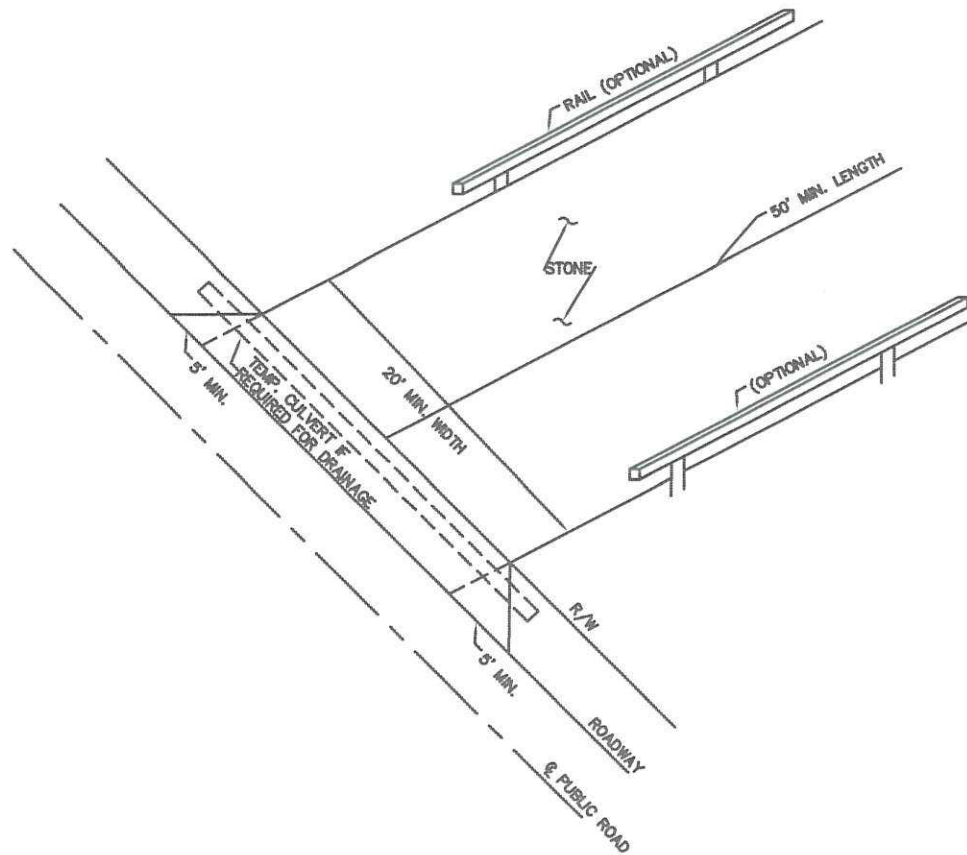
FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-612-7400 FAX: 404-730-6325

DRAWING NO.

318

NOTES:

1. STONE SIZE ASTM, D448 SIZE NO. 1, (1.5" - 3.5" DIA.)
2. PAD THICKNESS 6" MIN.
3. MIN. SIZE: 20'x50'.
4. IF NECESSARY, INCLUDE WASHING
5. MAY REQUIRE PERIODIC TOP DRESSING WITH 2" STONE.
6. MAINTAIN IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC ROADS.
7. PLACE STONE OVER FABRIC MATERIAL.
8. USE RAIL WHEN THERE IS A POSSIBILITY OF HAZZARD DUE TO SLOPE.
9. SEE ADDITIONAL EROSION CONTROL MEASURES IN THE EROSION CONTROL AND SEDIMENTATION ORDINANCE MANUAL AND THE GA. STATE EROSION CONTROL MANUAL.



FULTON COUNTY STANDARD DETAIL 402
CONSTRUCTION EXIT-TEMPORARY

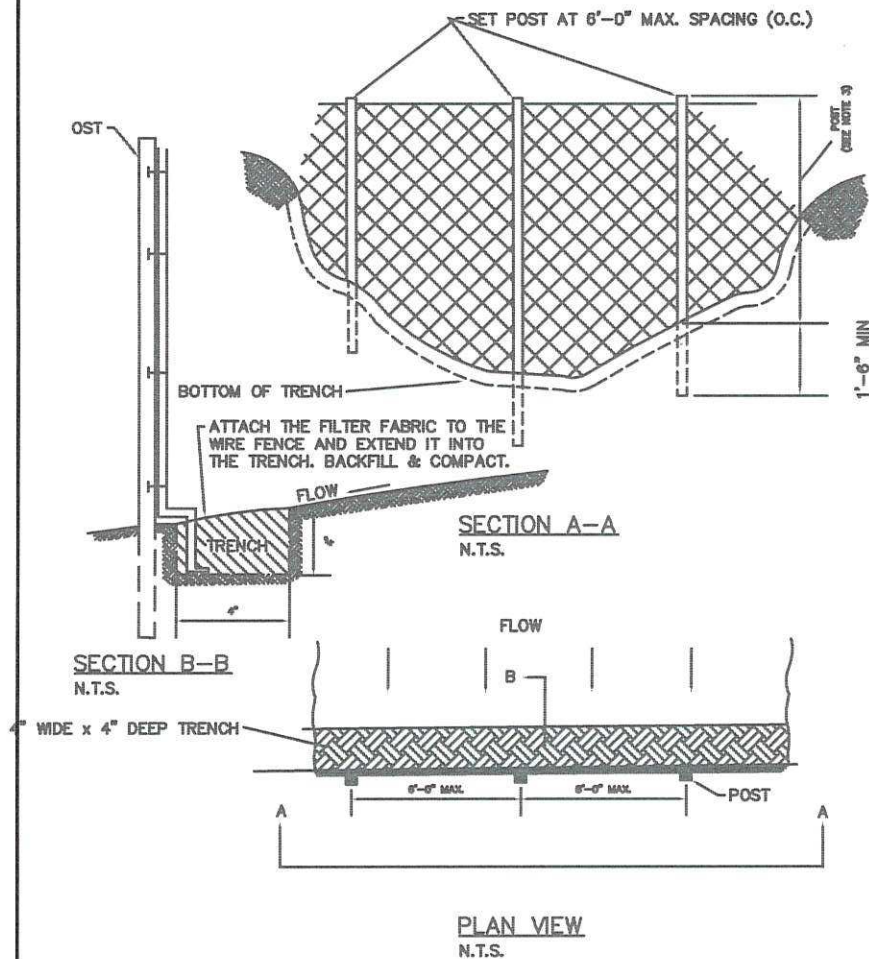
DATE	REVISIONS	DATE	REVISIONS
8/08	NRR		

DGS/DRN/CHKD: REB
APPROVED: REW
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-612-7400 FAX: 404-224-0498

DRAWING NO.
402

**TEMPORARY SILT FENCE**

1. TYPE A. DESCRIPTION: WATER PERMEABLE FILTER FENCE MATERIAL COMPOSED OF STRONG ROT PROOF SYNTHETIC FIBERS FORMED INTO A MATRIX OF WOVEN OR NONWOVEN FABRIC. EITHER TYPE OF FABRIC SHALL BE FREE OF ANY TREATMENT OR COATING WHICH MIGHT SIGNIFICANTLY ALTER ITS PHYSICAL PROPERTIES AFTER INSTALLATION. THE FABRIC SHALL CONTAIN STABILIZER AND/OR INHIBITORS TO MAKE THE FILAMENTS RESISTANT TO DETERIORATION RESULTING FROM EXPOSURE TO SUNLIGHT OR HEAT. THE FABRIC SHALL BE A PERVIOUS SHEET OF SYNTHETIC FIBERS ORIENTED INTO A NETWORK SO THAT THE FIBERS RETAIN THEIR RELATIVE POSITION WITH RESPECT TO EACH OTHER. EDGES OF THE FABRIC SHALL BE FINISHED TO PREVENT THE OUTER YARN FROM PULLING AWAY FROM THE MATERIAL. THE FABRIC SHALL BE FREE OF DEFECTS OR FLAWS WHICH SIGNIFICANTLY AFFECT THE PHYSICAL AND/OR FILTERING PROPERTIES. THE FABRIC SHALL HAVE A MINIMUM WIDTH OF THIRTY SIX (36) INCHES. SHEETS OF FABRIC MAY BE PERMITTED DUE TO THE PRESENCE OF THE SEAM. THE FABRIC MAY BE MANUFACTURED WITH POCKETS FOR POSTS, HEMS WITH CORD OR WITH POSTS PREATTACHED USING STAPLES OR BUTTON HEAD NAILS.
2. TYPE B. DESCRIPTION: TYPE B FILTER FABRIC SHALL MEET THE SAME STANDARDS AS TYPE A. FILTER FABRIC SHALL BE A MINIMUM OF 22" WIDE.
3. MATERIALS
 - A. POSTS
 1. HARDWOOD: 1.5"x1.5"x48" MINIMUM FOR TYPE A FABRIC. FOR TYPE B FABRIC, 1"x1"x36" MINIMUM.
 2. SOFTWOOD: 3" DIAMETER MINIMUM OR NOM. 2"x4" AND STRAIGHT ENOUGH TO PROVIDE A FENCE WITHOUT NOTICEABLE MISALIGNMENT FOR TYPE A FABRIC. FOR TYPE B FABRIC, AT LEAST 2" IN DIAMETER OR NOM. 2"x2".
 3. STEEL: POSTS SHALL BE ROUND, U.T. OR C SHAPED WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER FEET AND HAVE PROJECTIONS FOR FASTENING THE WIRE TO THE FENCE FOR TYPE A FABRIC. FOR TYPE B FABRIC, POSTS SHALL HAVE A MINIMUM WEIGHT OF 0.75 POUNDS PER FOOT AND ROUND POSTS SHALL BE A MINIMUM OF 1" IN DIAMETER.
 - B. SPACING: SIX (6) FOOT CENTERS MAXIMUM
 - C. FABRIC: GEORGIA DOT QUALIFIED PRODUCTS LIST #36 ONLY
 - D. FASTENERS: WIRE STAPLES WILL BE NO. 17 GAUGE MINIMUM AND SHALL HAVE A CROWN AT LEAST 3/4 INCH WIDE AND LEGS AT LEAST 1/2 INCH LONG. STAPLES SHALL BE EVENLY SPACED WITH AT LEAST 5 PER POST. NAILS SHALL BE 14 GAUGE MINIMUM ONE INCH LONG WITH 3/4 INCH BUTTON HEADS. NAILS SHALL BE EVENLY SPACED WITH AT LEAST 4 PER POST.
4. INSTALLATION: TEMPORARY SILT FENCE INSTALLATION SHALL CONFORM TO THE STANDARDS SET FORTH IN THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA.
5. MAINTENANCE: THE DEVELOPER/CONTRACTOR SHALL MAINTAIN THE SILT FENCE UNTIL THE LDA IS COMPLETE AND FINAL STABILIZATION IS ACHIEVED. FILTER FABRIC SHALL BE REMOVED AND REPLACED WHENEVER IT HAS DETERIORATED OR BEEN OTHERWISE DAMAGED TO SUCH EXTENT THAT IT REDUCES THE EFFECTIVENESS OF THE SILT FENCE. INSTALLATION OF FABRIC FENCE MATERIAL IN AREAS OF CONCENTRATED FLOW IS NOT RECOMMENDED UNLESS PROPER PROVISIONS ARE MADE TO SUPPLEMENT OR OTHERWISE STRENGTHEN THE FENCE TO WITHSTAND INCREASED DRAINAGE WATER VELOCITIES.

NOTE:

VENDOR MUST SUPPLY LETTER OF WARRANTY FOR AFOREMENTIONED SPECIFICATIONS. IN ADDITION, THIS LETTER SHOULD STATE THAT THE FABRIC IS ON THE GEORGIA QPL #36.

FULTON COUNTY STANDARD DETAIL 404
TEMPORARY SILT FENCE

DATE	REVISIONS	DATE	REVISIONS
8/08	NRR		

DGS/DRN/CHKD: REB
APPROVED: REW
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-612-7400 FAX: 404-224-0498

DRAWING NO.
404

EXHIBIT H
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 services¹ under a contract with **[insert name of prime contractor]** DAF Concrete, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² 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.

390540
EEV/Basic Pilot Program* User Identification Number

DAF Concrete, Inc.
BY: Authorized Officer of Agent
(Insert Contractor Name)

President
Title of Authorized Officer or Agent of Contractor

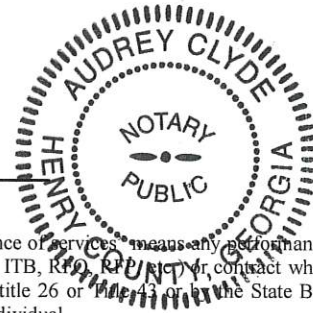
Antonio Sanchez
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 16 day of October, 2019

Notary Public: Audrey Clyde

County: Henry

Commission Expires: May 9th 2021



¹O.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, RFP, RFQ, 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.

²*[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].

STATE OF GEORGIA

N/A

COUNTY OF FULTON

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] DAF Concrete, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number_____
BY: Authorized Officer of Agent
(Insert Subcontractor Name)_____
Title of Authorized Officer or Agent of Subcontractor_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.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.

⁴*[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 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.

Antonio Sanchez - President
212 Hicks Dr. SE Marietta, GA, 30060

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.

DAF is a Prime Contractor that work for different city and Counties around Atlanta.

We are experience in Concrete driveway, Sidewalks, Curbing, Headwalls, Catch Basin. Also in Asphalt Paving, milling. Please see our Reference Page for different jobs we've completed.

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.

At this time DAF Concrete has an Annual Contract with Fulton County.

RFP# 17ITB108269C-BKT
Asphalt/Concrete Pavement Maintenance and Repair Services

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]

#19ITB121198K-EC

2019 Standby Miscellaneous Construction – Paving Services

Section 6
Purchasing Forms & Instructions

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 16 day of October, 2019

DAF Concrete, Inc.
(Legal Name of Proponent) (Date)

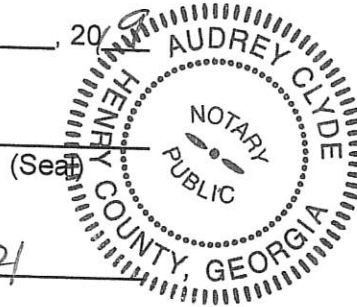
Antonio Sanchez
(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 16 day of October, 2019

Audrey Clyde
(Notary Public)



Commission Expires May 9th 2021
(Date)

#19ITB121198K-EC

2019 Standby Miscellaneous Construction – Paving Services

Section 6
Purchasing Forms & Instructions

N/A

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

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

Signed:

Date:

(ATTACH COPY OF LICENSE)

(NOT APPLICABLE)

#19ITB121198K-EC

2019 Standby Miscellaneous Construction – Paving Services

Section 6
Purchasing Forms & Instructions

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

N/A

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed:

Date:

(ATTACH COPY OF LICENSE)

(NOT APPLICABLE)

EXHIBIT I

OFFICE OF CONTRACT COMPLIANCE FORMS

#19ITB121198K-EC

2019 Standby Miscellaneous Construction – Paving Services

Section 7

Contract Compliance Requirements

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Antonio Sanchez),
Name

President Title DAF Concrete, Inc Firm Name

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

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

NAME: Antonio Sanchez TITLE: President

SIGNATURE: Antonio Sanchez

ADDRESS: 9160 Turner Rd. Jonesboro, GA, 30236

PHONE NUMBER: (770) 629-4036 EMAIL: daf-concrete-inc@yahoo.com

N/A

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, is ☐ a minority ☐ **African American (AABE)** ☐; **Asian American (ABE)** ☐; **Hispanic American (HBE)** ☐; **Native American (NABE)** ☐; **White Female American (WFBE)** ☐; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

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

\$ _____ or _____ %

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>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ **PHONE:** _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

N/A

Total Percentage of Subcontractor Value: (%)

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 without prior approval of the County, 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.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT J

RISK MANAGEMENT INSURANCE PROVISIONS FORMS

Insurance and Risk Management Provisions Stand By Contract-Construction Paving Services

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

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

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

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

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

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

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3.

4. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. PROFESSIONAL LIABILITY (Errors & Omission) Per Occurrence/Claim \$1,000,000

Certificates of Insurance

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

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

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government
Attn: Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

IMPORTANT:

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).

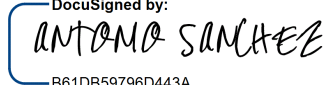
PROTECTION OF PROPERTY

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 PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

DAF CONCRETE INC
COMPANY: _____ SIGNATURE:  _____
NAME: ANTONIO SANCHEZ TITLE: President
DATE: 12/9/2019
DATE: _____



PAYMENT BOND

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

"Project:" means #19ITB121198K-EC, 2019 Standby Miscellaneous Construction – Paving Services

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

[Insert Name of Contractor (hereinafter
"Principal")]

DAF CONCRETE INC

212 HICKS DRIVE MARIETTA, GA 30060

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

AUTO OWNERS INSURANCE COMPANY

6101 ANACAPRI BLVD LANSING, MI 48917

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:" [100% of contract amount] One hundred twenty five thousand and 00/100

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 obligations to be signed by their duly authorized representatives this 10th day of December, 2019

PRINCIPAL: DAF Concrete Inc.

Antonio Sanchez

President/Vice President (Sign)

Antonio Sanchez

President/Vice President (Type or Print)

Attested to by:

Candace Clyde

Secretary/Assistant Secretary (Seal)

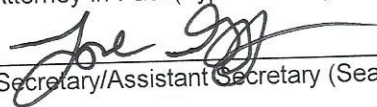
SURETY: Auto-Owners Insurance Company

By: 

Attorney-in-Fact (Sign)

Keith A Griffin

Attorney-in-Fact (Type or Print)


Secretary/Assistant Secretary (Seal)



PERFORMANCE BOND

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

"Project:" means #19ITB121198K-EC, 2019 Standby Miscellaneous Construction – Paving Services

"Principal:" (Legal Name and Business Address),

[Insert Name of Contractor (hereinafter called the "Principal")]

DAF CONCRETE INC.

212 HICKS DRIVE MARIETTA, GA 30060

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

AUTO OWNERS INSURANCE COMPANY

"Surety:" (Name and Business Address)

6101 ANACAPRI BLVD LANSING, MI 48917

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:" [100% of contract amount] One hundred twenty five thousand and 00/100.

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 10th day of December, 2019.

PRINCIPAL: DAF Concrete Inc.

Antonio Sanchez
President/Vice President (Sign)

Antonio Sanchez
President/Vice President (Type or Print)

Attested to by:
Candace Clyde
Secretary/Assistant Secretary (Seal)

SURETY: Auto-Owners Insurance Company

By: [Signature]
Attorney-in-Fact (Sign)

Keith A Griffin
Attorney-in-Fact (Type or Print)



END OF SECTION

AUTO-OWNERS INSURANCE COMPANYLANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66339340

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Paul D. Oppenlander

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

Denise Williams

Denise Williams

Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires March 10, 2022

Susan E. Theisen

Susan E. Theisen

Notary Public



STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 9th day of December, 2019.



William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2019

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 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).

PRODUCER Griffin Insurance Agency Inc P O Box 1768 Stockbridge GA 30281 INSURED DAF CONCRETE INC 212 HICKS DR SE MARIETTA GA 30060	CONTACT NAME: PHONE (A/C, No, Ext): (770) 507-3200 FAX (A/C, No): (770) 507-7967 E-MAIL ADDRESS: COI@GriffinInsure.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Auto Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER B: AmGUARD INSURANCE</td> <td>42390</td> </tr> <tr> <td>INSURER C: Bridgefield Casualty Ins</td> <td>10335</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto Owners Insurance	18988	INSURER B: AmGUARD INSURANCE	42390	INSURER C: Bridgefield Casualty Ins	10335	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		80300719	5/5/2019	5/5/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY	X		DAAU 008597	4/13/2019	4/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist combined sir \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		48-999249-01	5/5/2019	5/5/2020	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A		196-47129	9/12/2019	9/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

FULTON COUNTY IS ALSO NAMED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY AND AUTO LIABILITY COVERAGE.

CERTIFICATE HOLDER**CANCELLATION**

FULTON COUNTY GEORGIA
 141 PRYOR STREET S.W.
 ATLANTA, GA 30303

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

Keith Griffin/PSW

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