



SANDY SPRINGS™
GEORGIA

INVITATION TO BID #18-065
DUDLEY LANE SIDEWALK PROJECT T-6016-2

BID DUE DATE

Sealed Bids Due, May 3, 2018, 2:00 PM

City of Sandy Springs

Purchasing Office

7840 Roswell Road Suite 500

Sandy Springs, Georgia 30350

Bids received after the above time or in any other location
other than the Purchasing Office **will not** be accepted.

PRE-BID CONFERENCE

April 26, 2018, 10:00 AM

City of Sandy Springs

7840 Roswell Road Suite 500

Sandy Springs, Georgia 30350

Questions must be directed in writing to:
City of Sandy Springs, Purchasing Agent, Kazonga Singleton,
via e-mail at:

purchasing@sandyspringsga.gov

Deadline for questions from prospective contractors is

April 27, 2018; 5:00 p.m.

Questions received after this date and time may not be answered.

Information concerning this solicitation may be found electronically at

<http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>.

This website will contain the Invitation to Bid, any addenda, and any clarifications, schedule changes and other important information regarding the solicitation. Offerors should check these electronic pages daily.

DEFINITIONS

SSPWD: Sandy Springs Public Works Department

GDOT: Georgia Department of Transportation

ENGINEER: The Sandy Springs Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

CONTRACT DOCUMENTS: Contract Agreement, General Conditions,
Special Provisions, Technical Specifications,
Drawings and Plans, Bidding Documents

CITY OF SANDY SPRINGS

INVITATION TO BID #18-065

DUDLEY LANE SIDEWALK PROJECT T-6016-2

The City of Sandy Springs is accepting sealed bids from highly qualified firms **meaning a Prequalified Prime Contractor listed by the Georgia Department of Transportation, Office of Contract Administration** for the **ITB #18-065 Dudley Lane Sidewalk Project T-6016-2**, for the **Public Works Department**. The contractor must self-perform tasks constituting a minimum of fifty-one percent (51%) of the value of the contract. Work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications, and Pay Items Index as standards and specifications for the construction and completion of the work required.

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein. **A Pre-Bid Conference will be held on April 26, 2018, 10:00 AM at the City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, GA 30350.** Deadline for questions from prospective contractors is **April 27, 2018; 5:00 p.m.** Questions received after this date and time may not be answered.

Sealed bids will be received no later than **May 3, 2018, 2:00 PM** in the City of Sandy Springs Purchasing Office, 7840 Roswell Road, Bldg. 500, Sandy Springs, Georgia 30350 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Office **will not** be accepted.

Bids shall be presented in a sealed opaque envelope with the bid number and name **ITB #18-065 Dudley Lane Sidewalk Project T-6016-2**, clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. One (1) original and three (3) copies should be submitted and one digital copy in PDF format saved to a USB flash drive. Bids will not be accepted verbally or by fax or email. Bid packages are available on the City of Sandy Springs website, purchasing page <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements> and also may be downloaded from the DOAS website (www.doas.georgia.gov). All questions should be forwarded in writing to Kazonga Singleton at purchsaing@sandyspringsga.gov. Please refer to **ITB #18-065 Dudley Lane Sidewalk Project T-6016-2**, when requesting information.

The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is **ninety (90)** calendar days from the date of the "Notice to Proceed." Section 108.08 of the State of Georgia Department of Transportation Standard Specifications Construction of Transportation Systems (current edition) shall be applied.

BID FORM
(Bidder to sign and return)

**TO: PURCHASING MANAGER
CITY OF SANDY SPRINGS
SANDY SPRINGS, GEORGIA 30350**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

ITB #18-065 DUDLEY LANE SIDEWALK PROJECT T-6016-2

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within **ninety (90)** calendar days from the initial Notice to Proceed.

The Bidder will be required to sign a "Notice of Intent" (NOI) as the "operator" prior to beginning construction. The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMP's) throughout the term of the project. Upon completion and prior to final payment the Bidder will be required to sign a "Notice of Termination (NOT) upon final approval by COSS.

Attached hereto is an executed Bid Bond (bond only: certified checks or other forms are not acceptable)) _____ in the amount of _____ Dollars (\$ Five Percent of Amount Bid).

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sandy Springs as liquidated damages.

Bidder acknowledges receipt of the following addenda:

| Addendum No. | Date Received |
|--------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____

Bidder _____
Company Name

Seal

Bidder Mailing Address:

:

By: _____

Title: _____

By: _____

Title: _____

BIDDING INSTRUCTIONS

The following items should be returned with the bid documents.

- City Bid Schedule and City Bid Form
- Bid Bond*
- Applicable Compliance Specifications Sheets
- Applicable Addenda Acknowledgement
- Affidavit Verifying Status for City Public Benefit Application*
- Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)*
- Qualifications Signature and Certification
- Corporate Certificate*
- List of Subcontractors*
- USB containing scanned copy of bid in PDF format

***These pages can be found in the Appendices' section of the Sample Contract.**

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months

after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Sandy Springs. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Email Address _____

Print/Type Company Name Here _____



SANDY SPRINGS™
GEORGIA

**SAMPLE
CONTRACT AGREEMENT**

For

DUDLEY LANE SIDEWALK PROJECT T-6016-2
("Project")

Between

CITY OF SANDY SPRINGS, GEORGIA
("City")

and

("Contractor")

TABLE OF CONTENTS

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

- 1.1 The Contract
- 1.2 The Contract Documents
- 1.3 Entire Agreement
- 1.4 Subletting, Assignment, or Transfer
- 1.5 No Privity with Others
- 1.6 Intent and Interpretation
- 1.7 Ownership of Contract Documents
- 1.8 Hierarchy of Contract Documents

ARTICLE II

THE WORK

- 2.1 Contractor Responsibility
- 2.2 "Work" Defined
- 2.3 Review of Work
- 2.4 Workday and Restrictions, Suspension and Interruption

ARTICLE III

CONTRACT TIME

- 3.1 Time and Liquidated Damages
- 3.2 Substantial Completion
- 3.3 Time is of the Essence

ARTICLE IV

CONTRACT PRICE

- 4.1 The Contract Price

ARTICLE V

PAYMENT OF THE CONTRACT PRICES

- 5.1 Bid Schedule
- 5.2 Payment Procedure
- 5.3 Withheld Payment
- 5.4 Punch List
- 5.5 Completion and Final Payment

ARTICLE VI

THE CITY

- 6.1 City Responsibility
- 6.2 Right to Stop Work
- 6.3 City's Right to Carry Out Work

ARTICLE VII

THE CONTRACTOR

- 7.1 Duties with Respect to Documents
- 7.2 Manner of Performance
- 7.3 Supervision
- 7.4 Compliance
- 7.5 Warranty
- 7.6 Permits, Inspections, Fees and Licenses
- 7.7 Supervision
- 7.8 Schedules
- 7.9 Contract to be Maintained at Project Site
- 7.10 Shop Drawings, Product Data and Samples
- 7.11 Cleaning the Project Site and the Project
- 7.12 Access to Work
- 7.13 Indemnity
- 7.14 Means, Methods, Techniques, Sequences, Procedures and Safety
- 7.15 Separate Contracts
- 7.16 Maintenance of Contract Cost Records

ARTICLE VIII

CONTRACT ADMINISTRATION

- 8.1 Claims by the Contractor

ARTICLE IX

SUBCONTRACTORS

- 9.1 Definition
- 9.2 Award of Subcontracts

ARTICLE X

CHANGES IN THE WORK

- 10.1 Changes Permitted
- 10.2 Change Order Defined

- 10.3 Changes in the Contract Price
- 10.4 Effect of Executed Change Order
- 10.5 Notice to Surety; Consent

ARTICLE XI

UNCOVERING AND CORRECTING WORK

- 11.1 Uncovering Work
- 11.2 Correcting Work
- 11.3 City May Accept Defective or Nonconforming Work

ARTICLE XII

CONTRACT TERMINATION

- 12.1 Termination by the Contractor
- 12.2 Termination by the City

ARTICLE XIII

INSURANCE

- 13.1 Insurance Requirements

ARTICLE XIV

DISPUTES

- 14.1 Mediation

ARTICLE XV

INDEPENDENT CONTRACTOR

- 15.1 Relationship between Contractor and City

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

- 16.1 Warranty by Contractor

ARTICLE XVII

MISCELLANEOUS

- 17.1 Governing Law

- 17.2 Successors and Assigns
- 17.3 Surety Bonds
- 17.4 Notices

EXHIBITS

- EXHIBIT A SCOPE OF SERVICES
- EXHIBIT B BID SCHEDULE
- EXHIBIT C REQUIRED CONTRACT PROVISIONS - FEDERAL AID
CONSTRUCTION CONTRACT (Not required in this contract)
- EXHIBIT D NOTICE TO CONTRACTORS - COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT
- EXHIBIT E STANDARD FEDERAL EQUAL OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)
(43 CFR 14895)
- EXHIBIT F CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE
- EXHIBIT G DBE REQUIREMENTS
- EXHIBIT H CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS AND
INSTRUCTIONS
- EXHIBIT I LOWER TIER CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS AND
INSTRUCTIONS
- EXHIBIT J CERTIFICATION OF CONTRACTOR GEORGIA SECURITY
AND IMMIGRATION COMPLIANCE ACT
- EXHIBIT K INSURANCE REQUIREMENTS
- EXHIBIT L SPECIAL PROVISIONS
- EXHIBIT M NOTICE TO CONTRACTORS COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS

APPENDICES

CONTRACT AGREEMENT

This Agreement is made by and between the City of Sandy Springs, a political subdivision of the State of Georgia (hereinafter referred to as the City) and _____, (hereinafter referred to as the Contractor) under seal for construction of the Dudley Lane Sidewalk Project T-6016-2 (hereinafter referred to as the Project);

WHEREAS, the Contractor desires to enter into this Agreement for construction of the Project and has represented to the City that it is qualified (**meaning a Prequalified Prime Contractor listed by the Georgia Department of Transportation, Office of Contract Administration**) and experienced to provide such services necessary for construction of the Project (the City requires that the Contractor and to comply with all federal, state and local legal requirements imposed on the Project as the result of federal funding and the City has relied on such representation);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Contractor and the City as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, General Conditions, Special Provisions, the Technical Specifications, the Drawings and Plans, Bidding Documents, all Change Orders and Field Orders issued hereafter, the base bid made by the Contractor in response to the City's Invitation for Bid No. 18-065 (the "Bid"), and any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form a part of this Contract.

1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project.

1.4 Subletting, Assignment, or Transfer

1.4.1 It is understood by the parties to this Agreement that the Work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the City.

1.4.2 The City reserves the right to review all subcontracts prepared in connection with the Agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with Subcontractor cost estimates for the City's review and written concurrence in advance of their execution.

1.4.3 All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

1.5 No Privity with Others

1.5.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.6 Intent and Interpretation

1.6.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price, as hereinafter defined.

1.6.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.6.4 The words include, includes, or including, as used in this Contract, shall be deemed to be followed by the phrase, without limitation.

1.6.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.6.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6.7 The Contractor shall have a continuing duty to read, carefully study and compare each of

the Contract Documents, the shop drawings and the product data and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the City of the Contract Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING THE DOCUMENTS FOR THE PROJECT, INCLUDING THE DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.6.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.7 Ownership of Contract Documents

1.7.1 The Contractor may be provided, have access to or become aware of the City's Confidential Information including the City's strategic plans, employee data, customer data and other technical and business information of the City (collectively referred to as the "Confidential Information"). The term Confidential Information includes the deliverables as well as all information generated by the Contractor that contains, references or is derived from the Confidential Information and the Services including, without limitation, the Contractor's summaries, analysis, extracts, working papers and notes relating to the Services and the Deliverables (referred to as the "Working Papers"). The Contractor agrees not to disclose the Confidential Information to third parties without the prior written approval of the City and not to make use of the Confidential Information other than as needed to perform the Services. The Contractor further agrees that it will only disclose the Confidential Information to its personnel on a need-to-know basis solely for the performance of the Services and will protect the Confidential Information with the same degree of care that the Contractor uses to protect its own confidential information, but no less than reasonable care or as the various laws may require or impose.

All Confidential Information as well as other documents, data and information provided to the Contractor by the City is and will remain the property of the City to the extent that it was the property of the City at the time it was provided to the Contractor.

All Confidential Information shall be returned to the City by the Contractor within five (5) business days of the completion of the Services under this Contract. The Contractor will keep no copies of the Confidential Information except that the Contractor may retain one copy of the Working Papers as required by law, regulation, professional standards or reasonable business practice. If requested by the City, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof (except for

one copy of the Working Papers) have been delivered to the City or destroyed.

The Contract Documents, and each of them, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.8 Hierarchy of Contract Documents

1.8.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract Agreement and General and the specifications, the requirements of the Contract Agreement shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the City in writing by the Contractor.

ARTICLE II

THE WORK

2.1 Contractor Responsibility

2.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 "Work" Defined

2.2.1 The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described in Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein.

2.3 Review of Work

2.3.1 Authorized representatives of the City, GDOT, and affected federal agencies may at all reasonable times review and inspect the activities and data collected under the terms of the Contract and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the City.

2.4 Workday and Restrictions, Suspension and Interruption

2.4.1 Normal workday for the Work shall be from 8:00 A.M. to 5:00 P.M. and the normal work

week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request on a case-by-case basis. The City may restrict work hours in certain locations or at certain times of the day. No work will be allowed on national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine appropriate for the convenience of the City. The time for completion of the Work shall be extended by the number of days the Work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

2.5 Work to be performed by the Prime Contract

2.5.1 Tasks constituting of at least fifty-one percent (51%) of the value of this contract must be performed directly by the prime contractor and shall not be sub-contracted to other firms.

2.5.2 The Contractor shall identify which tasks shall be self-performed.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, **no later than one hundred and fifty (150) Calendar Days**, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

3.1.2 The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 Substantial Completion shall mean the stage of the work when Sandy Springs has determined all pay items are sufficiently complete allowing the newly constructed facilities to be used for their intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The total contract amount for the Project (the "Contract Price") shall be as set forth in the bid schedule ("Bid Schedule") attached hereto as EXHIBIT B, BID SCHEDULE and incorporated herein. Payment to the Contractor pursuant to the Bid Schedule is full payment for the complete scope of services. The Contract Price shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Bid Schedule

5.1.1 The Contractor shall invoice and be paid pursuant to the Bid Schedule contained in the Contract Documents.

5.2 Payment Procedure

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 Based upon the Contractor's invoices for payment submitted to the City, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 5th day of each month after commencement of the Work, the Contractor shall submit an invoice for Work satisfactorily completed as evaluated by an inspector representing the City pursuant to the Bid Schedule. The invoice shall be in such form and manner, and with such supporting data and content, as the City may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated into the Work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by the City) for subsequent incorporation into the Work, less the total amount

of previous payments received from the City. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the City, that the City has title to such materials and equipment and shall include proof of required insurance. Such invoice shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Work, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the invoice and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the invoice and is as required by this Contract. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following receipt of each invoice. The amount of each partial payment shall be the amount approved for payment less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The City shall not be precluded from the exercise of any of its rights as set forth in Paragraph 5.3 herein below; PROVIDED, HOWEVER, that when fifty (50) percent of the Contract value, including Change Orders and other additions to the Contract value, provided for by the Contract Documents is due, and the manner of completion of the Contract Work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City, and with the approval of the Contractor, the retainage of any Subcontractor may be released separately as the Subcontractor completes its Work. If, however, after discontinuing the retention, the City determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the City, the Contractor and Subcontractors shall be entitled to resume withholding retainage accordingly. The rights of the City set forth herein to retainage are in addition to all of the other rights and remedies of the City set forth in this Agreement.

5.2.4 The Contractor warrants that upon submittal of an invoice, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, unlikely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Punch List

5.4.1 When the Contractor believes that the Work is substantially complete, the Contractor shall so notify the City in writing. If the City deems the work is substantially complete, the City shall make a preliminary final inspection of the Project and shall submit to the Contractor a list of items to be completed or corrected (the "Punch List"). The Contractor shall complete all items on the Punch List within twenty-one (21) calendar days from the date of issuance of the Punch List by the City. If the Contractor is already in liquidated damages, as herein provided, prior to beginning the Punch List, then liquidated damages will be postponed for the twenty-one (21) calendar days. Once the twenty-one (21) calendar days expire, then liquidated damages will continue to accrue. In any case, once the twenty-one (21) calendar days expire after the Punch List is submitted to the Contractor, then liquidated damages will be assessed.

5.5 Completion and Final Payment

5.5.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Contractor is entitled to the remainder of the unpaid Contract Price as hereinafter provided in Subparagraph 5.5.3. Guarantees required by the Contract shall commence on the date of final completion of the Work.

5.5.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the City, the Contractor shall pay the City the sum of \$ 500.00 (as stipulated in GDOT Standard Specifications 108.08) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due

and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be delayed without excuse, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.5.2 The Contractor shall not be entitled to final payment unless and until it submits to the City all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 Upon a determination by an inspector representing the City that the Work is complete in full accordance with this Contract, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the City for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

The City shall make final payment of all sums due the Contractor within thirty (30) days of final completion of the Project as determined by an inspector representing the City.

5.5.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI

THE CITY

6.1 City Responsibility

6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with

this Contract, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 City's Right to Carry Out Work

6.3.1 If the City determines to order the Contractor to stop the Work under the provisions of Paragraph 6.2, the City shall provide notice to the Contractor and the Contractor's surety under the performance bond that they have seven (7) days to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected and provide the City with a plan to remedy the cause of such Work stoppage. If the Contractor and the surety fail within seven (7) days of such Work stoppage to provide such assurance, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the remedies necessary to eliminate or correct the cause of such Work stoppage. Upon proceeding to perform or cause to be performed any corrective actions, the City shall provide notice to the Contractor and the surety of action being taken by the City. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor and the surety shall be responsible for paying the difference to the City.

ARTICLE VII

THE CONTRACTOR

7.1 Duties with Respect to Documents

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.6.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop drawings, product data or samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 Manner of Performance

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 Supervision

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Compliance

7.4.1 Equal Employment Opportunity

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7.4.2 The Contractor's performance of the Work shall comply with all federal and state legal requirements imposed on GDOT including specifically, but not limited to, the provisions governing GDOT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; GDOT's Rules and Regulations Governing the Prequalification of Prospective Bidders, Chapter 672-5; and GDOT's Standard Specifications, Construction of Transportation Systems (current edition), and Special Provisions modifying them, except as noted in the General Conditions to the Contract including in the Contract Documents. The Contractor shall require all subcontracts for construction of the Project to incorporate the requirements of this Subparagraph.

7.4.3 The Contractor shall comply with the provisions of Federal Form-1273, attached hereto as EXHIBIT C, REQUIRED CONTRACT PROVISIONS – FEDERAL AID CONSTRUCTION CONTRACTS, and incorporated herein. The Contractor further agrees to require compliance with and physical incorporation of the provisions of Federal Form-1273 into all subcontracts for construction of the Project.

7.4.4 The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT D, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

7.4.5 The Contractor shall comply with the provisions of Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (43 CFR 14895) and shall physically include the provisions of Executive Order 11246 in each subcontract in excess of \$10,000. A copy of Executive Order 11246 (43 CFR 14895) is attached to this Agreement as EXHIBIT E, STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 CFR 14895), and incorporated herein.

7.4.6 The Contractor shall certify that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the “Drug-Free Workplace Act” have been complied with in full, in the form attached hereto as EXHIBIT F, CERTIFICATION OF SPONSOR - DRUG-FREE WORKPLACE, and incorporated herein.

7.4.7 The Contractor shall subcontract a minimum of N/A percent (N/A%) of the total amount of Project funds to Disadvantaged Business Enterprise (“DBE”), as defined and provided for under the Federal Rules and Regulations 49 CFR 23 and 26, and as outlined in EXHIBIT G, DBE REQUIREMENTS, attached hereto and incorporated herein.

7.4.8 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (“ADA”), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791, and regulations and amendments thereto.

7.4.9 The Contractor shall provide to the City in the form attached hereto as EXHIBIT H, CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, a certification regarding debarment, suspension, ineligibility and voluntary exclusion in compliance with Executive Order 12549 and 49 CFR 29, according to instructions attached to the certification form. As a part of the Exhibit H certification, the Contractor agrees to include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” as provided by GDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions, and shall cause the lower tier participant or Subcontractor to submit the certification attached hereto as EXHIBIT I, LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, according to the instructions attached to the certification form.

7.4.10 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a), as prescribed by 23 U.S.C. 113 for federal aid highway projects, except roadways classified as local roads or rural minor collectors. **Note: Davis-Bacon Wage Rates not required for this contract.**

7.4.11 The Contractor shall comply with and shall require its Subcontractors to comply with Section 25-9-1, et seq. of the Georgia Code Annotated, “Georgia Utility Facility Protection Act”, CALL BEFORE YOU DIG 1-800-282-7411.

7.4.12 The Contractor shall comply with and shall cause its Subcontractors to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

7.4.13 The Contractor shall comply with and shall cause its Subcontractors to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor Regulations (29 CFR, Part 3).

7.4.14 The Contractor shall execute a certification and shall cause all Subcontractors to execute a certification in the form of EXHIBIT J, CERTIFICATION OF CONTRACTOR – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, attached hereto and incorporated herein. Pursuant to the certification, Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” accessed at <http://www.dol.state.ga.us>.

7.4.15 The Contractor acknowledges and agrees that the failure to complete appropriate certifications or the submission of a false certification as required herein shall result in the termination of this Agreement as provided in Article XII herein.

7.5 Warranty

7.5.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Unless otherwise specified in this Contract, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City’s rights under any warranty or guarantee. The Contractor shall remedy all defects in the Work and pay for damage to the Work and/or to other City property resulting from defective Work, which shall appear within a minimum period of one (1) year from the date of acceptance of the Work under this Contract, unless a longer period is specified. The one (1) year warranty period shall begin after any repairs are performed, if needed.

7.6 Permits, Inspections, Fees and Licenses

Except as otherwise provided herein, the Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.7 Supervision

7.7.1 The Contractor shall employ and maintain at the Project Site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor’s authorized representative at the Project Site and shall be authorized to receive and accept any and all communications from the City.

7.8 Schedules

7.8.1 The Contractor shall submit to the City on a weekly basis a Schedule of Work to be performed for the next two (2) weeks. The Schedule of Work must be delivered to the City each Thursday no later than 12:00 noon. The Contractor's Schedule of Work shall be prepared in such form, with such detail, and supported by such data as the City may require. The City reserves the right to prohibit Work on any section of the Project not included in the weekly Schedule of Work. The Schedule of Work must accurately represent the intended Work and cannot be vague or broad, such as listing all Work in the Contract. The violation of this provision by the Contractor shall constitute a material breach of this Contract. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.9 Contract to be maintained at Project Site

The Contractor shall continuously maintain at the Project Site, for the benefit of the City, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the Project Site for the City the approved shop drawings, product data, samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.10 Shop Drawings, Product Data and Samples

7.10.1 Shop drawings, product data, samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.10.2 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have been approved by the City. Approval by the City, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.11 Cleaning the Project Site and the Project

7.11.1 The Contractor shall keep the Project Site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the Project Site and the Project and remove all waste, together with all of the Contractor's property from the Project Site.

7.12 Access to Work

7.12.1 Access to the Work shall be given to the City, GDOT and any affected federal agency requiring access to the Work at all times from commencement of the Work through final

completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.13 Indemnity

7.13.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and GDOT, their boards, officials, directors, officers, employees, representatives, agents, and volunteers from and against all liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.13.2 In claims against any person or entity indemnified under this Paragraph 7.13 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13.3 The Contractor shall ensure that the provisions of this Paragraph 7.13 are included in all contracts and subcontracts for the performance of Work under this Agreement.

7.14 Means, Methods, Techniques, Sequences, Procedures and Safety

7.14.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the Work required by the Contract Documents. The Contractor shall confine its apparatus, material and the operations of its workers to limits/requirements indicated by law, ordinances, permits, codes and any restrictions of the City, and shall not unreasonably encumber the premises with its materials or supplies.

The Contractor shall adequately protect its own property from damage, will protect the City'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 injury or damage. The Contractor shall take all precautions for the safety of employees, and shall comply with all applicable provisions of Federal, State and local safety laws, building codes and any restrictions of the City to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

The Contractor shall erect and properly maintain at all times as required by the conditions, service and work, all necessary safeguards for the protection of its employees, the Contractor's employees, and the public, and shall post signs warning against potential hazards.

7.15 Separate Contracts

7.15.1 The City reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the City and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the City or other contractors.

7.16 Maintenance of Contract Cost Records

7.16.1 The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its Bid and shall make such material available at all reasonable times during the period of the Contract, and for three (3) years from the date of final payment under the Contract, for inspection by GDOT and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Subparagraph shall be included in any agreement it may make with any Subcontractor, assignee, or transferee.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Claims by the Contractor

8.1.1 All Contractor claims shall be initiated by written notice and claim to the City. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.1.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.1 shall be reflected by a Change Order executed by the City and the Contractor.

8.1.3 **Claims for Concealed and Unknown Conditions** -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.1.4 **Claims for Additional Costs** -- If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given

by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.1.4.1 In connection with any claim by the Contractor against the City for completion in excess of the Contract Price, any liability of the City shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.1.5 **Claims for Additional Time** -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.1.6 Extension of Contract Time for Unusually Adverse Weather Conditions Not Reasonably Anticipated

8.1.6.1 Pursuant to the provisions of Subparagraph 8.1.5 of the Contract Agreement, the Contract Time may be extended upon written notice and claim of the Contractor to the City as set forth in such Subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

Furthermore, in addition to the notice requirements set forth in the aforesaid Subparagraph 8.1.5, the Contractor agrees that it shall provide written notice to the City on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the City is a condition precedent to the submission of any claim for an extension of time as provided by Subparagraph 8.1.5. Furthermore, as required by Subparagraph 8.1.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the City may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of Subparagraph 8.1.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

9.2.3 All subcontracts shall comply with the requirements of Paragraph 7.4 above.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as

follows by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order.

10.3.2 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City, be uncovered for the City's inspection. If such Work strictly conforms with the provisions of this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with the provisions of this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the City as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses

associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for services and expenses made necessary thereby, if any.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and final completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 City May Accept Defective or Nonconforming Work

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the City, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for

convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the City

12.2.1 For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

- (a) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor an amount derived in accordance with sub-paragraph (c) below.
- (b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Contractor and the surety, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may proceed to carry out the remedies necessary to finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Insurance Requirements

13.1.1 Prior to beginning Work on the Project, the Contractor shall procure and maintain for the duration of this Contract, and for one (1) years thereafter, at its sole cost and expense such insurance as will fully protect it and the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for the Contractor's professional liability (errors and omissions) under this Contract, whether such services and work are performed by the Contractor, its agents,

representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated A X or greater. See EXHIBIT K, INSURANCE REQUIREMENTS attached hereto and incorporated herein.

13.1.2 All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

13.1.3 If the City has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by the Contractor, the City will notify the Contractor thereof within twenty (20) days of the date of delivery of such certificates to the City.

13.1.4 The Contractor shall provide to the City such additional information in respect of insurance provided by it as the City may reasonably request. The right of the City to review and comment on certificates of insurance is not intended to relieve the Contractor of his responsibility

to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

13.1.5 The Contractor agrees to require its Subcontractors to obtain insurance complying with the requirements the requirements of the Contract Documents.

ARTICLE XIV

DISPUTES

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to Sandy Springs of the claim and the intent to initiate a civil action.

ARTICLE XV

INDEPENDENT CONTRACTOR

15.1 Relationship between Contractor and City

15.1.1 The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City. Inasmuch as the City and the Contractor are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee or agent of the Contractor to do so, without specific prior written authorization from the City, and then only for the limited purpose stated in such authorization.

15.1.2 The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the City without the express knowledge and prior written authorization of the City.

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

16.1 Warranty by Contractor

16.1.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of the City.

16.1.2 For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

ARTICLE XVII

MISCELLANEOUS

17.1 Governing Law

17.1.1 The Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

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

17.2 Successors and Assigns

17.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17.3 Surety Bonds

17.3.1 The Contractor shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City. Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570, as amended) and be authorized to do business in the State of Georgia. The date of the bond must not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the bond.

It is mutually agreed by the parties hereto that if at any time after execution of this Agreement and the surety bonds for its faithful performance, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if for any reason such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days after receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further

payment to the Contractor shall be deemed 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 City.

17.4 Notices

If to the City:

John McDonough, City Manager
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

With copies to:

Dan Lee, City Attorney
7840 Roswell Rd. Suite 330
Sandy Springs, Georgia 30350

If to Contractor:

Contractor Contact, Title
Address
City, State Zip

With copies to:

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
City Attorney

CONTRACTOR

Date of Execution

By: _____
Name:

(Typed or printed name)

Title

ATTEST:

By: _____
Secretary for Corporation

(SEAL)

Witness

Executed in originals of one (1).

**EXHIBIT A
TO CONTRACT AGREEMENT**

SCOPE OF SERVICES

The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Sandy Springs Project T-6016-2, Dudley Lane Sidewalk Project, as per the attached plans.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition) – **SEE ALSO EXHIBIT L, “SPECIAL PROVISIONS”, PROVIDED WITH “REQUEST FOR BID” DOCUMENTS**. All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

There is no City furnished equipment to be installed by the Contractor.

EXHIBIT B TO CONTRACT AGREEMENT

BID SCHEDULE

| <p align="center">City of Sandy Springs Dudley Lane Sidewalk Project – Base Bid Project Number T6016-2</p> | | | | | | |
|--|----------|--|----------------|------|------------|-------------|
| Item No. | Pay Item | Description | Estimated Qty. | Unit | Unit Price | Total Price |
| 1 | 150-1000 | Traffic Control | LS | LS | | |
| 2 | 163-0232 | Temporary Grassing | 1 | AC | | |
| 3 | 163-0550 | Construct and Remove Inlet Sediment Trap | 6 | EA | | |
| 4 | 165-0010 | Maintenance of Temporary Silt Fence, TP A | 4210 | LF | | |
| 5 | 165-0105 | Maintenance of Inlet Sediment Trap | 6 | EA | | |
| 6 | 167-1000 | Water Quality Monitoring and Sampling | 2 | EA | | |
| 7 | 167-1500 | Water Quality Inspections | 8 | MO | | |
| 8 | 165-0001 | Compost Filter Sock | 250 | LF | | |
| 9 | 171-0010 | Temporary Silt Fence, Type A | 4210 | LF | | |
| 10 | 210-0100 | Grading Complete-Project | LS | LS | | |
| 11 | 310-5120 | Gr Aggr Base CRS, 12 Inch, Incl Matl | 1425 | SY | | |
| 12 | 402-3103 | Recycled Asph Conc 9.5 MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime | 20 | TN | | |
| 13 | 441-0016 | Driveway Concrete, 6 IN TK | 710 | SY | | |
| 14 | 441-0104 | Concrete Sidewalk, 4 IN (Includes Detectable Warning Surface) | 1600 | SY | | |
| 15 | 441-4020 | Concrete Valley Gutter, 6 IN | 240 | SY | | |
| 16 | 441-5004 | Conc Header Curb/Wall | 430 | LF | | |
| 17 | 441-6012 | Conc Curb & Gutter, 6 IN X 24 IN, TP 2 | 4300 | LF | | |
| 18 | 500-3201 | Mortar Rubble Masonry Gravity Wall – Wall No. 3 | 30 | CY | | |
| 19 | 500-3201 | Class B Conc Retaining Wall – Wall No. 1A and 1B | 35 | CY | | |
| 20 | 500-3201 | Class B Conc Retaining Wall With Sidewalk (Includes Rebar) | 20 | CY | | |
| 21 | 500-3900 | Class B Conc Incl Reinf Steel For Turn Down Sidewalk | 130 | CY | | |
| 22 | 500-9999 | Class B Concrete, Base or Pvmt Widening | 85 | CY | | |

| | | | | | | |
|----|----------|--|-------|-------|----------|----------|
| 23 | 607-0001 | Stone Facing – Wall No. 1A and 1B | 750 | SF | | |
| 24 | 607-0002 | Stone Cap – Wall No. 1A and 1B | 240 | SF | | |
| 25 | 607-0001 | Stone Facing – Wall No. 2 | 300 | SF | | |
| 26 | 607-0002 | Stone Cap – Wall No. 2 | 220 | SF | | |
| 27 | 607-0003 | Stone Cap – Wall No. 3 | 120 | SF | | |
| 28 | 608-4001 | Block Wall For Trees In Slope | 200 | SF | | |
| 29 | 611-8120 | Adjust/Relocate Exist Water Valve/Water Meter To Grade | 28 | EA | | |
| 30 | 636-1033 | Highway Signs, TP1 Matl, Refl Sheeting, TP 9 | 27 | SF | | |
| 31 | 636-2070 | Galv Steel Posts, TP 7 | 60 | LF | | |
| 32 | 643-8200 | Barrier Fence (Orange), 4 FT – Tree Protection | 3900 | LF | | |
| 33 | 643-8300 | Decorative Fence | 410 | LF | | |
| 34 | 653-1704 | Thermoplastic Solid Traf Stripe, 24 IN, White | 24 | LF | | |
| 35 | 653-1804 | Thermoplastic Solid Traf Stripe, 8 IN, White | 852 | LF | | |
| 36 | 668-1100 | Catch Basin, GP 1 | 4 | EA | | |
| 37 | 670-0001 | Relocate Exist Mailbox | 8 | EA | | |
| 38 | 700-7000 | Agricultural Lime | 1 | TN | | |
| 39 | 700-7010 | Liquid Lime | 200 | GL | | |
| 40 | 700-8000 | Fertilizer Mixed Grade | 1 | TN | | |
| 41 | 700-8100 | Fertilizer Nitrogen Content | 200 | LB | | |
| 42 | 700-9300 | Sod | 675 | SY | | |
| 43 | 708-9025 | Landscape Mulch | 525 | SY | | |
| 44 | 900-0039 | Brick Pavers | 500 | SF | | |
| 45 | 900-0040 | Decorative Driveway Flagstone | 275 | SF | | |
| 46 | 900-0041 | Decorative Driveway Brick Pavers | 250 | SF | | |
| 47 | 900-0001 | Reconstruct Existing Irrigation System | 19 | EA | | |
| 48 | 999-9000 | Miscellaneous Construction Allowance | Allow | Allow | \$30,000 | \$30,000 |

City of Sandy Springs
Dudley Lane Sidewalk Project – Bid Alternate No. 1
Project Number: T6016-2

| Item No. | Pay Item | Description | Estimated Qty. | Unit | Unit Price | Total Price |
|----------|----------|--|----------------|-------|------------|-------------|
| 1 | 150-1000 | Traffic Control | LS | LS | | |
| 2 | 163-0232 | Temporary Grassing | 1 | AC | | |
| 3 | 165-0010 | Maintenance of Temporary Silt Fence, Type C | 200 | LF | | |
| 4 | 167-1000 | Water Quality Monitoring and Sampling | 1 | EA | | |
| 5 | 167-1500 | Water Quality Inspections | 1 | MO | | |
| 6 | 165-0001 | Compost Filter Sock | 40 | LF | | |
| 7 | 171-0010 | Temporary Silt Fence, Type C | 350 | LF | | |
| 8 | 210-0100 | Grading Complete-Project | LS | LS | | |
| 9 | 310-5120 | Gr Aggr Base CRS, 12 Inch, Incl Matl | 62 | SY | | |
| 10 | 402-3103 | Recycled Asph Conc 9.5 MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime | 3 | TN | | |
| 11 | 441-0104 | Concrete Sidewalk, 4 IN (Includes Detectable Warning Surface) | 100 | SY | | |
| 12 | 441-5010 | Conc Header Curb at Back of Sidewalk | 35 | LF | | |
| 13 | 441-6012 | Conc Curb & Gutter, COA STD. | 175 | LF | | |
| 14 | 600-1000 | Mortar Rubble Masonry Gravity Wall (Includes Wall Cap) | 8 | CY | | |
| 15 | 500-9999 | Class B Concrete, Base or Pvmnt Widening | 12 | CY | | |
| 16 | 611-5551 | Reset Sign | 3 | EA | | |
| 17 | 643-8200 | Barrier Fence (Orange), 4 FT – Tree Protection | 200 | LF | | |
| 18 | 653-1804 | Thermoplastic Solid Traf Stripe, 8 IN, White | 175 | LF | | |
| 19 | 700-7000 | Agricultural Lime | 1 | TN | | |
| 20 | 700-7010 | Liquid Lime | 10 | GL | | |
| 21 | 700-8000 | Fertilizer Mixed Grade | 1 | TN | | |
| 22 | 700-8100 | Fertilizer Nitrogen Content | 100 | LB | | |
| 23 | 700-9300 | Sod | 80 | SY | | |
| 24 | 708-9025 | Landscape Mulch | 55 | SY | | |
| 25 | 999-9000 | Miscellaneous Construction Allowance | Allow | Allow | \$5,000 | \$5,000 |

BID SUMMARY

BASE BID AMOUNT _____

BID ALTERNATE #1 AMOUNT _____

TOTAL BID AMOUNT _____

TOTAL BID AMOUNT IN WORDS _____

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and fifty (150) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

EMAIL ADDRESS _____

PRINT / TYPE NAME _____

**EXHIBIT C
TO CONTRACT AGREEMENT**

**REQUIRED CONTRACT PROVISIONS
FEDERAL AID CONSTRUCTION CONTRACTS
Not Applicable for this Contract.**

**EXHIBIT D
TO CONTRACT AGREEMENT**

**NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
 4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
 - (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT E
TO CONTRACT AGREEMENT**

**STANDARD FEDERAL EQUAL OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246) (43 CFR 14895)**

Not Applicable for this Contract.

**EXHIBIT F
TO CONTRACT AGREEMENT**

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE
(Bidder to sign and return)**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

Date: _____ CONTRACTOR:
Signature: _____
Title: _____

**EXHIBIT G
TO CONTRACT AGREEMENT**

**DBE REQUIREMENTS
Not Applicable to this project.**

**EXHIBIT H
TO CONTRACT AGREEMENT**

**CONTRACTOR
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
AND INSTRUCTIONS
Not Applicable for this Contract**

**EXHIBIT I
TO CONTRACT AGREEMENT**

**LOWER TIER
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
AND INSTRUCTIONS
Not Applicable for this Contract.**

**EXHIBIT J
TO CONTRACT AGREEMENT**

**CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____

_____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008];
or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

Date: _____

CONTRACTOR:
Signature: _____
Title: _____

**EXHIBIT K
TO CONTRACT AGREEMENT**

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City

on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.

**EXHIBIT L TO CONTRACT AGREEMENT TECHNICAL SPECIFICATIONS
AND SPECIAL PROVISIONS**

**TS- Technical Specifications Dudley Lane
Sidewalk Improvement Project TO#16-024 and
TO# T6016-2.
February 15, 2018**

Unless otherwise directed, all work performed under this Contract shall be in accordance with the State of Georgia Department of Transportation *Standard Specifications for the Construction of Roads and Bridges*, dated April 18, 2013 Edition, any current Supplemental Shelf, and/or Reference Specifications modifying them, except as noted in the attached Special Provisions.

How to Obtain the Specifications:

1.) State of Georgia, Department of Transportation, *STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF TRANSPORTATION SYSTEMS* dated April 18, 2013

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

<http://www.dot.ga.gov/doingbusiness/TheSource/specs/DOT2013.pdf>

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

[http://www.dot.ga.gov/doingbusiness/contractors/Documents/Suppl_Specification_202008%
20
Book.pdf](http://www.dot.ga.gov/doingbusiness/contractors/Documents/Suppl_Specification_202008%20Book.pdf)

3.) Shelf Special Provisions are available for review and downloading under the State of Georgia, Department of Transportation *THE SOURCE* website:

http://www.dot.ga.gov/doingbusiness/TheSource/Pages/special_provisions.aspx

4.) To order hard copies (books) of the two publications listed above, please contact:

Georgia Department of Transportation
600 West Peachtree St., NW
Atlanta, Georgia 30308
Phone: (404) 631-1215

SPECIAL PROVISIONS
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2
February 15, 2018

As part of this contract, the Contractor is required to comply with **the State of Georgia, Department of Transportation, *STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF TRANSPORTATION SYSTEMS*, dated April 18, 2013** and the Special Provisions provided in this manual. The Special Provisions associated with this Project include:

| SECTION | TITLE |
|----------------|--------------------------------------|
| Section 104- | Summary of Work |
| Section 107- | Legal Regulations and Responsibility |
| Section 130- | Cutting and Patching |
| Section 132- | Temporary Construction Facilities |
| Section 133- | Cleaning |
| Section 134- | Project Record Documents |
| Section 150- | Traffic Control |
| Section 161- | Control of Soil Erosion and Sediment |
| Section 163- | Misc. Erosion Control Items |
| Section 210- | Grading Complete |
| Section 700- | Grassing |
| Section 900- | Stone and Paver Installation |
| Section 999- | Miscellaneous Construction |
| Section 1450- | Quality Control |
| Section 3301- | Cast In -Place Concrete |
| Section UC- | Utility Coordination |

Special Provision
104- Summary of Work
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2.
February 15, 2018

104.1 Work Covered by Contract Documents: Spirit

and Intent:

It is the spirit and intent of the Special Provisions to accompany the GDOT Technical Specifications and the Construction Documents and to provide clarification and describe the work and all parts thereof that shall be fully completed and suitable in every way for the purposes for which they are designed. Mention in the Special Provisions or indications on the Drawings of articles or materials, operations or methods requires that the Contractor provide each item listed, of quality or subject to qualification notes; perform according to conditions stated each operation prescribed; and provide therefore all necessary labor, materials, tools, equipment and incidentals to complete the work as indicated.

The Construction Documents, GDOT Technical Specification and Special Provisions are intended to be mutually explanatory and complete; all work called for by one, even if not by the other, shall be fully executed. Detailed drawings shall take precedence over small scale drawings. In case of discrepancy, either in the figures, in the Construction Documents, and or the Special Provisions, the matter shall be promptly submitted to the City Engineer/ Project Manager who will promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense.

104.1.01 The Scope of Work includes, but is not limited to, the following:

- A. Furnish, install and MAINTAIN until Final Acceptance, and remove upon acceptance of the Work all necessary Erosion Control Measures including; but not limited to, Filter Sock, Inlet Sediment Control, Temporary Grassing and Tree Protection Fencing and any other miscellaneous items as indicted within the Contract Documents or required per all applicable standards.
- B. The related requirements shall include, but is not limited to; the saw cutting of pavement surfaces, the removal of concrete and stone curb, the removal of existing concrete and asphalt pavements and base material, clearing of existing landscape plant material and vegetation, including stump removal.
- C. Contractor shall be required to install new concrete curbing, concrete sidewalk, concrete, concrete paver and stone driveway surfaces, concrete walls with stone cladding, rubble gravity walls, traffic control signage, pavement markings, railings, landscape, fencing and all the miscellaneous items that are required for the performance and completion of this project as noted and indicated within the Contract Documents, Technical Specifications and Special Provisions.
- D. The Contractor shall provide Grading Complete to construct the project. Grading Complete shall include but is not limited to the Contractor providing the necessary clean backfill material to complete the construction shoulder including; the curbing, sidewalk, driveways and slope improvements in accordance with the construction documents.
- E. On-site temporary stockpile(s) within the construction limits is not allowed. **For purposes of bidding this Work, the contractor is advised that no stockpiles will be allowed within the ROW.** The Contractor shall remove all unsuitable material **(including stripping's, concrete, brick**

and other debris, or other construction materials identified within the Contract Documents) within the Project limits (including any stripping's generated from the creation of any material stockpile locations). **All construction debris must be properly disposed of offsite on a daily basis.**

- F. **The Contractor shall not be permitted to temporarily stockpile any excess stripping's or unsuitable materials within the rights of way.** Temporary stockpile(s) within the project limits shall not be allowed. The Contractor shall provide erosion control measures around storm inlets and temporary excavation holes or debris (to prevent impact to adjacent roadways, lands and water bodies. Any temporary stockpiles must be removed daily.
- G. Contractor shall Replace all damaged landscape, sodding, mulch and seeding impacted from the construction activities.
- H. Contractor shall provide and maintain all Traffic Control items and 'maintenance of traffic' items which may become necessary due to the installation or maintenance required to perform its work.
- I. The Contractor **will clean-up daily ALL roadways of mud or dirt tracked out as a result of construction activity.**
- J. All holes, pits and demolition areas shall be protected and maintained to provide a safe working area in conformance with the GDOT and OSHA or other applicable standards. Provide, maintain, remove and dispose of any temporary sheeting and/or shoring required upon completion of its work. Should it be required, **all temporary sheeting and/or shoring shall be designed and sealed by a Georgia Registered Professional Engineer.**
- K. Provide all necessary temporary supports required to protect any and all existing utility systems prior to commencing and during the work. All damage to existing facilities during construction will be repaired at the Contractor's expense. Temporary supports shall be reviewed by representatives of the respective utility company prior to installation by the Contractor.
- L. Provide all labor, material, and equipment necessary to perform all temporary traffic and pedestrian signage, including but not limited to: flaggers, signage, and control devices, required for the performance of the Work, or requested by the Owner's Representative.
- M. Provide and maintain ALL 'maintenance of traffic' control items as required for the performance of Work.
- N. Provide all labor, material, and equipment necessary to install all improvements as indicated within the Contract Documents.
- O. Provide all necessary reinforcing steel, wire mesh and accessories as shown, specified or required for the sidewalk, curb, wall and driveway improvements.
- P. Provide all labor, material, and equipment necessary to perform all concrete work, including the installation of graded aggregate base under paving material and including all Class B pavement widening.
- Q. Provide all demolition, removal and disposal off the project site, of existing concrete paving, pavers, and any other miscellaneous items as noted within the Contract Documents or required for the performance of the Work. All debris resulting from the demolition activities shall be deposited off the project property, at the Contractor's cost.
- R. The Contractor shall be responsible for dust control as it pertains to its work or its work which adversely affects adjacent existing facilities, operations and occupants.

104.1.02 The **Work** includes, but is not limited to, all labor, materials, equipment, tools, machinery, construction facilities and temporary controls, transportation and other facilities and services necessary to produce the construction required by the Contract Documents as follows:

- A.** Drawings as listed in the Drawings' Index.
- B.** GDOT Technical Specifications and Special Provisions as listed in the Table of Contents for the Project Manual.
- C.** Pay legally required sales, consumer and use taxes.
- D.** Secure and pay for, as necessary for proper execution and completion of Work:
 - 1. All permits.
 - 2. Government fees.
 - 3. Licenses and applications.
 - 4. Electrical permits.
- E.** Give required notices.
- F.** Comply with laws, codes, ordinances, rules, regulations, orders, and other legal requirements of public or quasi-public authorities which bear on performance of the Work.
- G.** Enforce strict discipline and good order among employees. Do not employ for Work:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned tasks.
- H.** Coordinate activities with other contractors.
- I.** Maintain site access for other contractors using the site.
- J.** Temporary services for construction purposes, required to perform this Contractor's work, including portable toilet facilities for the duration of this Contract, shall be by this Contractor.
- K.** All necessary flagmen, barricades, warning flashers, etc., for safe and proper traffic control. When public roadways are used, the Contractor will coordinate his operations with the City of Sandy Springs. The Contractor is advised that he is responsible for all construction personnel and traffic routing logistics required in the performance of his Work. Cost of these services and materials is included in this Contract.
- L.** This Contractor shall provide (where applicable to his Work) the following:
 - 1. All surveying, engineering and layout required to complete the project.
 - 2. Including All "rough" and "finish" grade stakes required to perform his Work. Re-staking required due to this or any other contractor damaging or removing original stakes shall be performed by this Contractor and is not the responsibility of the Owner.
- M.** Provide all necessary temporary supports required to protect any and all existing utilities prior to commencing the Work. All damage to existing utilities during construction will be repaired at the Contractor's expense. Temporary shoring and/or supports of utilities, if required, are to be reviewed by the Utility Company prior to installation.
- N.** It is incumbent upon each Contractor to coordinate and cooperate with all other Contractors in order that all work is installed in a timely an expeditious manner.

- O. The Contractor is advised that work associated with this Construction Package may have to be performed during "off" working hours and shall include these costs within his Construction Proposal accordingly. No additional compensation will be provided for work required to be performed during "off" working hours.
- P. The Contractor will be working along roadways which are presently open to the public and must, therefore, exercise care in performing work along said roadways so that access for the public is **not** interrupted.
- Q. Perform all Work in accordance with the specified hours of Work indicated within the Contract Documents.
- R. The Contractor and his subcontractors will be responsible for, and required to, accomplish their own clean-up daily or more frequently as conditions dictate or as directed by the Owner's Representative. This Contractor will clean-up daily all roadways of mud or dirt tracked out as a result of his Work.
- S. Provide all safety precautions and equipment to ensure conformance to all safety regulations.
- T. The Contractor shall be responsible for replacing all landscape planting material and or irrigation systems as a result of the Work specified within this construction package.
- U. During the work of this Contract, the Contractor shall ensure that any existing irrigation systems remain in service. Should a irrigation system need to be temporarily shut down, the Contractor shall be required to take the required measures to keep all turf and plant material watered and in a health condition.

104.9 General Clarifications

- 104.9.01** The existing grade elevations and utility locations as depicted on the Contract Drawings are not to be construed as absolute; should the Contractor notice any discrepancies between the drawings and the existing conditions, such discrepancies shall be pointed out to the Owner's Representative, by the Contractor, before the starting the construction activity.
- 104.9.03** Flagmen and appropriate signage will be required at any and all on-site/off-site off-road accesses unless otherwise approved by the Owner. Maintenance of the off-road accesses will be the responsibility of the Contractor as well as repair to hard road surfaces and subsurface damaged as a result of the Work.
- 104.9.04** Maintenance and dust abatement of all areas of Work provided by the Contractor shall be done in a manner acceptable to the Owner.
- 104.9.05** The Contractor will be responsible for safely barricading open excavations that may present hazards. Special attention is noted that during the performance of this scope of work, the private residences and adjacent school shall be occupied, as such, the Owner shall require the Contractor to pay special attention to this issue.
- 104.9.06** All connections of new Work or utilities to existing that is to be accomplished by the Contractor must be scheduled at least 24 hours in advance, accomplished in a manner and at a time acceptable to the Owner.
- 104.9.07** Debris, as a result of construction and/or miscellaneous demolition Work required by the Contract Documents, is to be hauled off and disposed of in a manner acceptable to the Owner.
- 104.9.08** Logistical routing and methods of interfacing with existing road systems will be subject to approval by the Owner.

- 104.9.09** All maintenance to construction equipment on-site that may be considered by the Owner to contaminate the existing earth will not be permitted.
- 104.9.10** All existing conditions off the immediate Project site which are disturbed due to Contractor's activities must be repaired to pre-construction conditions.
- 104.9.11** **The Contractor's attention is directed to the fact that this project site has existing underground utilities located within and adjacent to the limits of construction. The Contractor shall be required to coordinate his operations with these existing facilities and to provide any and all means necessary to protect these facilities during construction. Any damage to the existing utilities services will be at the contractor's expense.**
- 104.9.12** Prior to construction, the Contractor shall contact and notify the applicable utility companies and coordinate the schedule of construction activities in the vicinity of the existing electrical transmission lines, electrical distribution lines, gas, transmission and communications distribution lines.
- 104.9.13** Prior to construction, the Contractor shall submit a plan to the Owner and utility company showing the proposed methods of protection for all existing utilities. No construction may commence until the plan has been accepted by the applicable utility company.
- 104.9.14** All temporary sheeting and/or shoring required to perform this Work is a requirement of this Contract and shall be included in the Bid as appropriate. Temporary sheeting and shoring shall be signed and sealed by an Engineer registered in the State of Georgia.
- 104.9.15** Throughout the duration of this Contract, other Contractors and other entities may be working within the construction limits of the Project. The Contractor shall coordinate his construction activities with all other contractors working within the Project Limits.
- 104.9.16** The Contractor must notify utilities companies prior to commencement of field operations to verify the horizontal and vertical locations of utilities and related systems. Utilities that may be present include, but are not limited to, the following:
- 1) Electric:** Georgia Power
 - 2) Gas:** Atlanta Gas Light
 - 3) Telephone:** AT&T
 - 4) Cable:** Comcast
 - 5) Water:** City of Atlanta
 - 6) Sewer:** Fulton County
- 104.9.17** It is the Contractor's responsibility to notify utilities and arrange for locator service prior to construction operations. Damage to any utilities and interruption of service shall be the responsibility of the Contractor should it fail to properly notify utilities of its work or cause damage to facilities owned and/or operated by others.
- 104.9.18** The Contractor shall be responsible to consolidate and secure all equipment and materials at the job site. The Owner's current intent is to NOT provide security for material and equipment stored on site for contractors working at the Project site.
- 104.9.19** The Contractor is responsible to schedule, coordinate, and comply with all Owner, County, State, and utility provider requirements for connections to and inspections of the Work.

104.10 Owner-Furnished Products

NONE.

104.10.01 Owner's duties:

- A. Review of Shop drawings

104.10.02 Contractor's duties:

- A. Designate required delivery date for each product in construction schedule.
- B. Promptly inspect delivered products, report damaged or defective items.
- C. Repair or replace items damaged as a result of Contractor's operations.
- D. Obtain installation drawings and instructions.
- E. Properly install, connect, and provide any and all finishing work for completion of each product or item of equipment being relocated in strict accord with manufacturer's installation instructions and technical bulletins.

104.18.01 Examination of Site

Before submitting bids for the work, each bidder shall be held to have examined the premises and satisfied himself as to the existing conditions under which he shall be pledged to operate or that in any manner shall affect the work. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.

104.19.01 Landscape Protection

Tree Save Fence and Sediment Control (Filter Sock) is proposed at all boring location and limit of work. The Tree Save Fence shall not be removed and shall be carefully protected by the Contractor through the entirety of the project. As part of this project there are trees proposed to be removed. The stumps and roots of trees that are noted to be removed shall be removed. Damage to any existing vegetation and landscape material including; trees and shrubs, ground cover, sod, perennials and other landscape material items not identified, will be replaced at the contractor's expense.

104.32.01 Layout of Work

Before commencing any work, the Contractor shall indicate all layout all proposed material in the field for review and approval by the Engineer. The Contractor shall stake the entire project including offsets and proposed elevations/grades. The locations of the staking shall be accurate. This stakeout shall be made early in the construction process and preserved for reference during construction. The purpose of the staking, with inspection and adjustment by the Engineer. Engineer is to potentially adapt the design layout to the site rather than allow the design to be forced upon the site. This variation is an aesthetic decision, the amount of adjustment most often determined by the existing trees, terrain, soil conditions, utilities, sub-surface water and by other intangibles which are impractical to survey in absolute accuracy.

The Contractor shall notify the Engineer at least three (3) working days before inspection of the stakeout. During the inspection, the Engineer may adjust the stake-out as necessary. At this time, the Engineer will clearly confirm all proposed element locations and mark any corrections. The staking inspection process shall be repeated for any work not staked and approved or adjusted

during the first site visit. No work shall ever be done without the stakeout first being approved by the City Engineer.

Any work progress delays caused by inadequate, incomplete or improper staking shall not merit an extension of the contract or delay charges by the Contractor.

The City Engineer shall have a minimum of two (2) work days to resolve any problems created by unknown conditions discovered during the stakeout or construction.

The Contractor shall be responsible for adequately scheduling his process in order to allow constant work to continue. When unknown conditions inhibit the flow of work in a specific location, during the inspection, the Contractor shall continue unhindered portions elsewhere on the project and notify the Engineer immediately.

104.33.01 Geotechnical and Material Sampling Assistance

The City of Sandy Springs shall hire a geotechnical engineer to oversee the construction methods used to construct the project. The Contractor shall make the site available to the geotechnical engineer for his inspections and testing. The contractor shall comply with geotechnical engineer recommendations regarding the examination of construction as necessary to prevent settlement or failure of walkways, foundations, and/or damage to such surrounding structures as sidewalks, roads, utilities, within the public rights of way. Geotechnical and Material Sampling Assistance will be provided in accordance with GDOT specifications and will be directed by the City Engineer.

104.34.01 Utilities

The Contractor shall exercise extra precaution to avoid damage to underground utilities, The Contractor shall notify the utility locating service to flag and mark with paint all underground utilities before any work commences. The Contractor shall determine the exact location of all existing utilities, structures and underground utilities, which may not be indicated on the drawings, and he shall conduct his work so as to prevent interruption of service or damage to them. The Contractor shall protect existing structures, utilities and underground utilities and be responsible for their replacement if damage. The Contractor, at his expense, shall immediately repair all existing utility lines impacted on site. This may include but is not limited to cables, irrigation lines, duct banks, conduits and piping damaged by Contractor's operations. Unless utility lines are noted as to be abandoned, the Contractor shall protect and or maintain in use until relocation has been completed.

104.35.01 Inclusion of Accessories

Unless specifically mentioned otherwise, all anchors, bolts, screws, fittings, fillers, hardware accessories, trim and other parts required for, or in connection with, full operation of the project, shall be furnished and installed by the Contractor as part of the project installation whether or not shown on the drawings or specified.

104.36.01 Installation and Protection of Materials

All items shall be installed in a workmanlike manner in accordance with the best recognized practice of the trade. Manufactured items shall be installed in strict accordance with the manufacturer's printed directions, specifications and recommendations. All working parts shall be properly adjusted after installation and left in perfect working order. Unless otherwise indicated, items exposed to weather and subject to flooding shall be installed so as to shed water. Items in all cases shall be installed plum and true and in proper relation to surrounding materials. The Contractor shall be responsible for preparing samples as required in the Specifications and to obtain approvals prior to construction of the item.

All materials shall be shipped, stored and handled in a manner that will afford protection and insure their being in first class condition at the time they are incorporated in the Work. After installation, all materials shall be properly protected against damage to insure their being in first class condition when the project as a whole is completed and accepted by the Owner.

104.37.01 Reference to Standard Specifications

When standard specifications such as the American Society for Testing and Materials, Federal Specifications, Department of Commerce (commercial Standards), American Institute of Steel Construction, American Association of State Highway and Transportation officials (AASHTO) guidelines, or other well-known public or trade associates are cited as a standard to govern materials or workmanship, such specifications or portions thereof as referred to shall be equally as binding and have the full force and effect as though it were copied in the Specifications. Such standards as are mentioned are generally recognized by and available to the trades concerned.

104.38.01 Reference to Manufacturer's Publications

Unless otherwise specifically stated, all manufacturer's catalogs, specifications, instructions or other information or literature that are referred to in the Specifications shall be considered as the latest edition or revision of such publications that is in effect on the date of the Invitation or Advertisement for Bids.

104.41.01 Materials Furnished by Others

Whenever Contractor or any subcontractor shall receive items from another contractor or from the Owner for storage, erection or installation, the Contractor or subcontractor shall give receipts for items delivered, and any necessary replacement of items received. No adjustment will be made to contract price for increased insurance premiums, except for materials or equipment furnished by the Owner and not listed as such in other contract documents.

104.39.01 Substitute Materials and Equipment

Approval by the City Engineer of substitute materials and equipment shall not relieve the Contractor from his responsibility to supply and install any additional materials, equipment or labor required to make the substitution properly function within the intent of the contract documents as issued for bid whether or not recognized by the City Engineer or Contractor. The Contractor shall supply and install such required substitutions at no additional cost to the Owner.

104.40.01 Protection of Existing Structures

The Contractor shall be liable for all damage to existing structures that occur as a result of his negligence to provide proper and adequate protective measures, including but not limited to buildings, walls, fences, paving, conduits, furniture, pipe, wiring, drains, underground utilities and equipment. The Contractor shall be liable for all damage to trees, shrubs, turf, and other vegetation; see Tree Penalty Clause in Specifications. The Contractor shall not encroach on neighboring properties or damage fences or vegetation that is not identified for removal in the construction documents.

104.41.01 Record of Construction Changes and As-Built Drawings

On completion of work, the Contractor is required to provide an As-Built Survey of the proposed improvements including; locations and any other modifications that may be required as a result of implementing the project. The data shall be provided to the owner in Auto-Cad (version 10 format). The As-Built plans shall include location of sidewalk, walls, catch basins and any other proposed improvements as part of this contract. The cost associated with the preparation of As-Built Plans shall be included in Grading Complete.

104.42.01 Maintenance

Except as otherwise provided in the Specifications, the Contractor shall be responsible for all maintenance until completion and final acceptance of the total project. Various items of maintenance are indicated in applicable sections of the Specifications to which the Contractor is referred. Contractor is expected to maintain all erosion control fences, paving, landscape, sod and grassing.

104.47.01 Traffic Control

All project work must conform to GDOT Section 105 Specification, Special Provisions and local City guidelines for uniform traffic control.

104.48.01 Control of Materials

Source of Supply and Quality Requirements: The materials used on the work shall conform to the requirements of the contract, plans and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or processed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

Samples, Tests and Cited Specifications: All materials used in the work may be inspected, tested, and approved by the City Engineer/Project Manager before incorporation in the work. Any work in which untested materials are used without approval or written permission of the City Engineer or Contractor shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the City Engineer or Contractor, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the owner. Samples will be taken by a qualified representative of the Owner. All materials being used are subject to inspection, test or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his request.

Certification of Compliance: The City Engineer permit the use, prior to sampling and testing of certain materials, or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not,

The form and distribution of certificates of compliance shall be as approved by the City Engineer. When a material or assembly is specified by "brand name or- equal" and the contractor elects to furnish the specified "brand name", the contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to: (a) Conformance to the specified performance, testing, quality of dimensional requirements; and (b) Suitability of the material or assembly for the use intended in the contract work.

Should the contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly, However, the City Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The City Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

Plant Inspection: The City Engineer or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the City Engineer conduct plant inspections, the following conditions shall exist:

- (a) The City Engineer shall have the cooperation and assistance of the contractor and the producer with whom he has contracted for materials;
- (b) The City Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished; and
- (c) If required by the City Engineer, the contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject material which, when retested, does not meet the requirements of the contract, plans, or specifications.

Restroom Facility: The Contractor shall furnish a restroom facility during the construction of the project. The restroom shall be maintained and kept clean by the Contractor on a daily basis. It shall not be placed in front of or adjacent to any residents. The facility shall be removed from the site at the completion of the project.

Storage of Materials: Materials shall be so stored as to assure the preservation of their quality and fitness for the work, Stored materials, even though approved before storage, may again be inspected prior to their use in their work. Stored materials shall be located so as to facilitate their prompt inspection. The contractor shall coordinate the storage of all materials with the City Engineer.

Unacceptable Materials: Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the City Engineer.

No rejected material or assembly, the defects of which have been corrected by the contractor, shall be returned to the site of the work until such time as the City Engineer has approved its use in the work.

Owner-Furnished Materials: NONE.

END OF SECTION

Special Provision
Section 107-Legal Regulations and Responsibility to the Public
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

Section 107.01 LAWS TO BE OBSERVED

Delete in its entirety and substitute the following:

The Contractor's attention is directed to the fact that all applicable Federal, State, County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Projects shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full herein. The Contractor shall keep fully informed of all laws, ordinances and regulations of the Federal, State, County, and municipal governments or authorities in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall herewith report the same in writing to the Owner. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the Owner and the Owner's agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by the Contractor's employees.

Section 107.02 PERMITS AND LICENSES

Add the following:

Permits and licenses of a temporary nature, including building permits, necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed. 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 Annotated. Acceptance of the project as completed will not be made by the Owner until the Contractor has fully complied with this requirement.

Section 107.07 PUBLIC CONVENIENCE AND SAFETY

Add the following:

The Contractor shall install all necessary appurtenances along highways, streets and roadways in accordance with MUTCD, GDOT, City of Atlanta and the City of Sandy Springs regulations, with reference to construction operations, safety, traffic control, road maintenance and repair.

A. PROTECTION OF TRAFFIC:

The contractor shall provide suitable signs, barricades and lights for protection of traffic in locations where traffic may be endangered by Roadway improvements. They shall be removed as soon as conditions which necessitated their placement have been cleared. No highway, street, or roadway shall

be closed without first obtaining permission from the proper authority.

1. The contractor shall provide, erect and maintain all necessary barricades suitable and sufficient lights and other traffic control devices; shall provide qualified flaggers where necessary to direct traffic; shall take all necessary precautions for the protection of the work and the safety of the public. Flaggers shall be certified by attending a Georgia DOT approved flagged training program.
2. Roadway construction traffic devices and their installation shall be in accordance with the current Manual on Uniform Traffic Control Devices for Streets and Highways.
3. Placement and removal of construction traffic control devices shall be coordinated with the DOT and Sandy Springs, City of Atlanta, a minimum of 48 hours in advance.
4. Installation of construction traffic control devices shall be performed prior to commencement of channel improvement activities. Construction traffic control devices shall be removed immediately following their useful purpose.
5. Traffic control devices used intermittently, such as Flagmen Ahead signs, shall be removed and replaced when needed.
6. Channelization devices shall be positioned preceding an obstruction at a taper length as required by current Manual on Uniform Traffic Control Devices for streets and Highways, appropriate for the speed limit at location. Channel devices shall be patrolled to ensure that they are maintained in the proper position throughout their period of use.

Section 107.13 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Add the following:

NOTE: The Contractor shall be responsible for the replacement of all damaged landscape plant material (not noted for demolition or removal) during the construction process. The Contractor shall be responsible to replace in kind all damaged landscape material.

Section 107.13.B. EROSION AND SILTATION CONTROL

Add the following:

NOTE: The Contractor shall comply with all aspects of the National Pollutant Discharge Elimination System (NPDES) general Permit No. GAR 100002, effective September 24, 2013 (or current edition). All measures for the control of erosion and siltation must follow the guidelines as specified in the Georgia Erosion and Sedimentation Act of 1975 (as amended).

Add the following paragraphs to Section 107.13.C:

All measures required to minimize water pollution to affected waters shall be undertaken in the proposed Work. To achieve this end, regard shall be given to the protection of the watershed natural cover, measures instituted to assure minimal siltation and bank erosion from the construction, and other measures taken to reduce water pollution to a minimum. The Contractor must adhere to the Soil Erosion and Sedimentation Act of 1975 (as amended) and the Erosion and Sedimentation Control Ordinance of City of Sandy Springs, the City of Atlanta in effect at the time of the issuance of this agreement.

Any area used or involved in the Project disturbed by the Contractor, shall be restored to present or better condition even though such area is outside the limits of that specified for grading, grassing or landscaping.

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or

USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Necessary sanitary conveniences for the use of the labor on the Work shall be erected and maintained by the Contractor to comply with all applicable laws and regulations and in accordance with all Safety requirements. Their use shall be strictly enforced.

The Contractor shall restore all easement areas upon completion of the Work and before leaving the Project Work Area. The Owner reserves the right to withhold funds for unsatisfactory clean-up and easement restoration.

Section 107.13 F. Mailboxes

Delete subsection F and substitute the following:

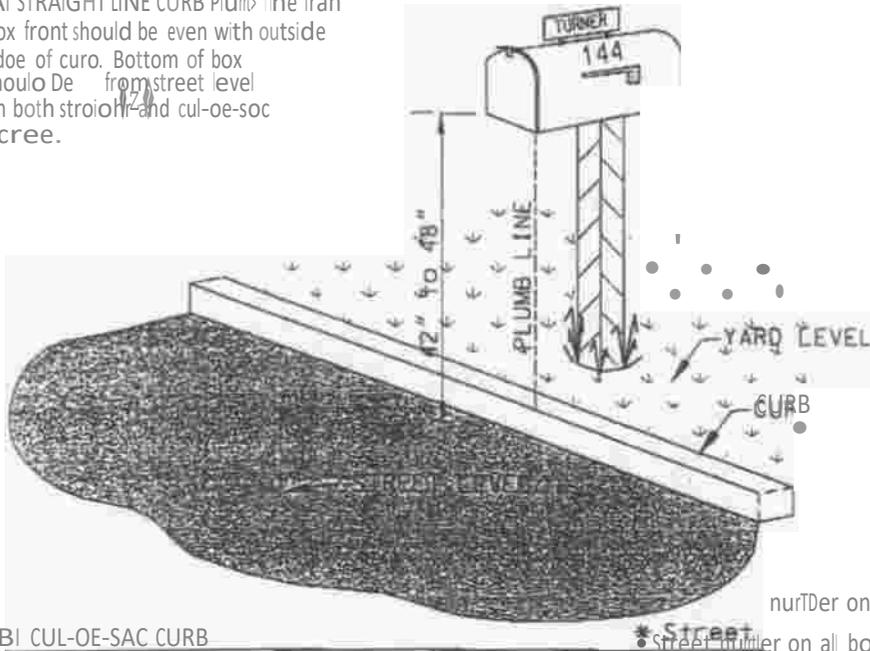
The Contractor shall have responsibility for removing and relocating all mailboxes within the construction limits during the construction process. All mailboxes must be still accessible for mail deliveries and convenient to the mail carrier and the patron during the entire time of construction. It may be necessary for the Contractor to confer with the Post Office serving the area. The U.S. Postal Service has provided guidelines for the final placement of mailboxes as shown in the following figures.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damages posts and/or mailboxes shall be replaced and installed by the Contractor at his expense, excluding mailbox enclosures of masonry construction.

Mailboxes that are to be installed adjacent or within sidewalk shall be placed in such a manner as to maintain appropriate sidewalk width between the mailbox and the sidewalk edge. The contractor is solely responsible for complying with the most current ADA guidelines at the site of the mailbox. If it is determined by the engineer that ADA guidelines are not met due to failure to install the mailbox correctly, the mailbox shall be moved by the contractor at no expense to the City.

The Contractor shall notify each affected owner, in writing, that their mailbox is in conflict with the proposed construction and that it will be relocated 10 days prior to relocation. Upon completion of the Work, mailboxes are to be moved back to their original location or as indicated in construction plans and or approved by the Post Office. Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above, shall be included in the overall bid price.

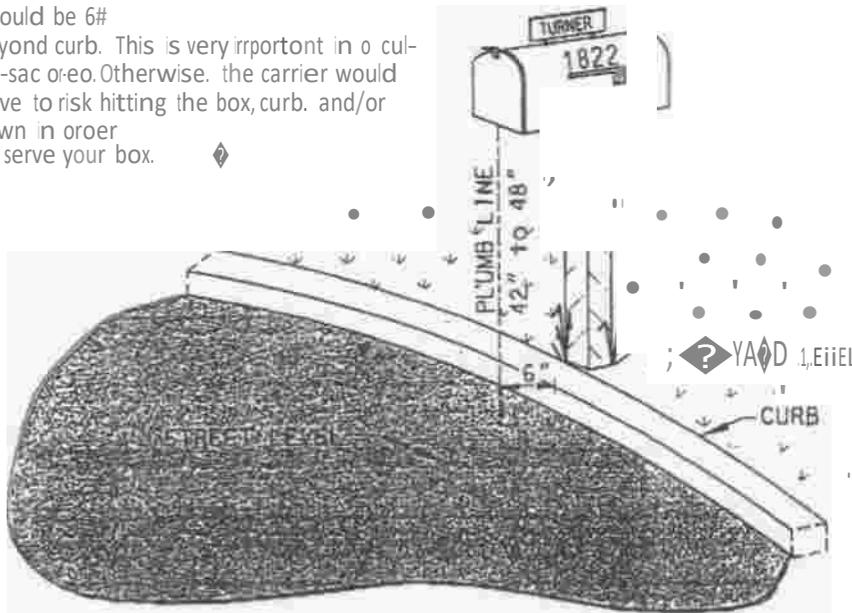
(A) STRAIGHT LINE CURB Plumb line from box front should be even with outside edge of curb. Bottom of box should be 6" from street level on both straight and cul-de-sac curbs.



Number on all boxes

(B) CUL-DE-SAC CURB

Plumb line from box front to street should be 6" beyond curb. This is very important in a cul-de-sac area. Otherwise, the carrier would have to risk hitting the box, curb, and/or lawn in order to serve your box.



Street number on all boxes

U.S. POSTAL SERVICE MAILBOX GUIDELINES

The carrier can best serve/approach your box when it is positioned to the right of your driveway when facing house. Unless there is a cement drain on that side or, of course, if you live on a corner and your box and driveway are not on the same street. CAUTION: Be careful not to dig into telephone or power lines when erecting mailbox.

Section 107.16 OPENING SECTION OF PROJECT TO TRAFFIC

Add the following:

The Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Prior to such possession or use, the Construction Manager shall furnish the Contractor an itemized list of work remaining to be performed or corrected on such portions of the Project as are to be possessed or used by the Owner, provided that failure to list any item of Work shall not relieve the Contractor of the responsibility for compliance with the terms of the Contract. Such possession or use shall not be deemed an acceptance of any Work under the Contract. While the Owner has such possession or use, the Contractor, notwithstanding the provisions of the article of this Contract, entitled, Permits and Responsibilities shall be relieved of the responsibility for the loss or damage to the Work resulting from the Owner's possession or use. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, such shall be transmitted to the owner in writing and an equitable adjustment in the Contract Price or the time of completion may be made, and the Contract may be modified in writing accordingly.

Section 107.20 NO WAIVER OF LEGAL RIGHTS *Add the*

words AND WARRANTY to the title of this section. Add the

following:

WARRANTY:

The Contractor shall warrant for a period of one year from the date of the final acceptance that the completed project 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 Owner 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 Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the warranty period.

Section 107.21 CONTRACTORS RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

Add the following sentence to 107.21.A:

The Contractor is responsible for the location of above and below ground utilities and structures which may be affected by the Work.

Add the following to 107.21.B:

EXISTING UNDERGROUND UTILITIES AND OBSTRUCTIONS:

The contractor, as required by Georgia Law (Code Section 25-9-1 through 25-9-13), shall call the Utilities Protection Center (UPC) at 325-5000 or 1-800-282-7411, and all utilities, agencies or departments that own/or operate utilities in the vicinity of the construction work site to verify the location of existing utilities.

A. EXISTING UTILITY LOCATION:

The following steps shall be exercised to avoid interruption of existing utility service.

1. Provide the required notice to the utility owners and allow them to locate their facilities according

to the Georgia Law.

2. Expose the facility to verify its true location and grade in advance of roadway improvement. Repair or have repaired, any damage to utilities resulting from locating or exposing their true location.
3. Avoid utility damage and interruption by protecting it with means or methods recommended by the utility owner.

Add the following to 107.21.C.

The Contractor shall so schedule the Work such that the interruption of service to any existing facility, including water mains and sewers, will be minimized. In the event certain tie-ins or other operations make it necessary to interrupt the operation of existing facilities, the Contractor may interrupt service for up to six (6) hours per day and shall notify affected homeowners twenty-four (24) hours in advance of any such disruption. Should a disruption of more than six (6) hours be required the Contractor shall request approval from the Owner. Bypasses of untreated or partially treated wastes which are necessary to complete the Work shall be shown on the Construction Progress Schedule. The Construction Manager shall be notified in writing of the date and time, and duration of such bypasses at least ten (10) days in advance.

The Contractor shall protect from damage all existing improvements or utilities at or in proximity to the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care, in the performance of work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the Work performed and charges the cost thereof to the Contractor.

Prior to implementing Roadway Improvements, the Contractor shall verify all existing utilities true vertical and horizontal location within the vicinity. To avoid conflicts between existing and proposed facilities or utilities, the Contractor shall take whatever means may be necessary to protect existing facilities or utilities during performance of Roadway Improvements, as approved by the Engineer/Construction Manager. No payment will be made for the relocation of existing utilities or for any work associated with the protection of existing facilities or utilities unless contract pay items are included.

The owner and/or operators of private or public utilities shall have access to such utilities always for the installation, maintenance, adjustment, repair and operation of said utilities. No extra compensation will be allowed because of the delay or interference caused by such work.

The plans show the approximate location of certain underground utilities, gas mains, water lines, drains, telephone cables, and structures according to information presented and available in the records. The determination of the exact location and other data on all existing facilities, their proper protection, maintenance and support during the prosecution of the work, is the express responsibility of the Contractor.

Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the utility owner and Construction Manager.

Temporary support, beams or bridging for utilities shall be left in place during backfill operations unless otherwise directed by the Construction Manager.

All costs relating to supporting, protecting, relocating, removal, repair of damage, restoration of other ground structures, whether or not they are shown on the plans, not borne by the owner or owners of the utilities shall be borne by the Contractor.

No separate payment will be made for any work performed as herein above specified unless otherwise stated in the bid as a separate payment item. All costs in connection therewith shall be included in the contract price for the item to which the work pertains.

The Contractor shall be solely and directly responsible to the owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims

or any character brought because any damages which may result from the carrying out of the work.

The utilities shown on the plans are for the Contractor's benefit and are to be considered as approximate in location and are not all-inclusive or exact. It is the Contractor's responsibility to contact all utilities and have them locate their lines in the field. Utilities shall be contacted a minimum of two (2) working days prior to commencing of construction.

It will be the Contractor's responsibility to conform to all the requirements of the specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the Project.

The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his work.

It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right-of-way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay.

Information concerning utility facilities known to exist within the Project limits is shown on the contract drawings, however, it is the contractor's responsibility to call 811 to locate all utilities prior to commencing construction activities.

107.23 ENVIRONMENTAL CONSIDERATIONS

A. Construction

Erosion control measures shall be installed, to the greatest practical extent, prior to clearing and grubbing. Care shall be exercised along stream buffers, wetlands, open waters and other sensitive areas to ensure that these areas are not adversely affected.

Construction equipment shall not cross streams, rivers, or other waterways except at temporary stream crossing structures approved by the Engineer.

Construction activities within wetland areas are prohibited except for those within the construction limits as shown on the Plans and as specified in [Subsection 107.23. E.](#)

All sediment control devices (except sediment basins) installed on a project shall, as a minimum, be cleaned of sediment when one half the capacity, by height, depth or volume, has been reached. Sediment basins shall be cleaned of sediment when one-third the capacity by volume has been reached.

B. Borrow and Excess Material Pits

Specific written environmental clearance from the Engineer will be required for any sites not included in the Plans as excess material or borrow areas. No work other than testing shall be started at any potential excess material or borrow site not shown on the plans prior to receiving said environmental clearance from the Engineer.

The Engineer will require a written notice from the Contractor requesting environmental clearance studies and written permission from the property owner at least six weeks prior to intended use of the site. The Department will not begin studies on such sites before a Notice to Proceed is issued.

The Engineer will inform the Contractor in writing as to the granting or denial of environmental clearance. If denied, the Contractor may, at no expense to the Department, seek to obtain permits or pursue other remedies that might otherwise render the site(s) acceptable.

Sites included in the Plans have environmental clearance and shall be used only for the purpose(s) specified in the Plans or other contract documents. Should the Contractor wish to expand or utilize said sites for any purpose other than that provided for in the Plans or other contract documents, specific written environmental clearance as noted above shall be obtained.

C. Control of Pollutants

Pollutants or potentially hazardous materials, such as fuels, lubricants, lead paint, chemicals or batteries, shall be transported, stored, and used in a manner to prevent leakage or spillage into the environment. The Contractor shall also be responsible for proper and legal disposal of all such materials.

Equipment, especially concrete or asphalt trucks, shall not be washed or cleaned-out on the Project except in areas where unused product contaminants can be prevented from entering waterways.

D. Temporary Work in Wetlands Outside of the Construction Limits within the Right-of-Way and Easement Areas

Temporary work in wetlands (that are not delineated with orange barrier fence) will be subject to the following requirements:

1. Temporary work in wetlands shall be accomplished by using temporary structures, timber, concrete, soil with geotextile fabric, or other suitable matting. The area shall not be grubbed.
2. Soil matting shall be protected from erosion in accordance with the Specifications.
3. Whenever temporary work is required in Freshwater Wetlands, all temporary structures and/or matting (exclusive of soil matting to be retained in the final roadway section) shall be removed in their entirety prior to Final Acceptance of the Project.
4. Once the temporary materials have been removed, the area shall be covered by Excelsior or Straw blankets according to [Section 713](#) of the Specifications. The grassing and ground preparation referenced in [Subsection 713.3.03, "Preparation"](#), will not be applicable to this Work.
5. The Engineer shall be notified so that a field inspection may be conducted to certify that the temporary materials were properly removed and that the area was properly restored. The Contractor shall be responsible for any corrective action required to complete this Work.
6. There will be no separate measurement or payment for this Work. The cost associated with this work shall be included in the overall Bid submitted.

E. Environmentally Sensitive Areas

Some archaeological sites, historic sites, wetlands, streams, stream and pond buffers, open waters and protected animal and plant species habitat within the existing/required Right-of-Way and easement areas may be designated as ENVIRONMENTALLY SENSITIVE AREAS (ESAs). These areas are shown on the applicable Plan sheets and labeled "ESA" (e.g. ESA – Historical Boundary, ESA – Wetland Boundary). The Department may require that some ESAs or portions thereof be delineated with orange barrier fence. The Contractor shall install, maintain, and replace as necessary orange barrier fence at ESAs as delineated in the Plan sheets.

The Contractor shall not enter, disturb, or perform any construction related activities, other than those shown on the approved plan sheets within areas designated as ESAs including ESAs or portions thereof not delineated with orange barrier fence. This includes but is not limited to the following construction activities: clearing and grubbing; borrowing; wasting; grading; filling; staging/stockpiling;

vehicular use and parking; sediment basin placement; trailer placement; and equipment cleaning and storage. Also, all archaeological sites, historic sites, wetlands, streams, stream and pond buffers, open waters, and protected animal and plant species habitat that extend beyond the limits of existing/required Right-of-Way and easement areas shall be considered ESAs and the Contractor shall not perform any construction related activities (such as those listed above) within these areas or make agreements with property owners to occupy these areas for construction related activities (such as those listed above). The Contractor shall make all construction employees aware of the location(s) of each ESA and the requirement to not enter or otherwise disturb these areas.

If the Contractor is found to have entered an ESA, either within or outside the project area, for any purpose not specifically shown on the approved plan sheets, the Department may, at its discretion, issue a stop work order for all activities on the project except erosion control and traffic control until all equipment and other items are removed and the ESA is restored to its original condition.

However, should damage to an ESA occur because of the Contractor's action in violation of this section, and notwithstanding any subsequent correction by the Contractor, the Contractor shall be liable for any cost arising from such action, including but not limited to, the cost of repair, remediation of any fines, or mitigation fees assessed against the Department by another government entity.

END OF SECTION

Special Provision
130 - Cutting and Patching Dudley Lane
Sidewalk Improvement Project TO#16-024 and
TO# T6016-2.
February 15, 2018

Supplemental to GDOT Standard Specification:

130.1 General

130.1.01 Description

- A.** Execute cutting (including excavating of earth) and fitting or patching of work required to:
1. Make several parts fit properly.
 2. Uncover work to provide for installation of ill-timed work.
 3. Remove and replace work not conforming to requirements of Contract Documents.
 4. Remove and replace defective work.
 5. Remove samples of installed work as specified for testing.
 6. Install specified work in existing construction.
- B.** In addition to Contract requirements, upon written instruction of Owner or Owner's Representative:
1. Uncover work to provide for Owner's and Owner's Representative observation of covered work.
 2. Remove samples of installed materials for testing.
 3. Remove work to provide for alteration of existing work.
- C.** Do not cut or alter work of another contractor without consent of Owner or Owner's Representative.

130.1.02 Submittals

- A.** Prior to doing any cutting which would affect structural safety of structure, submit written notice to the Owner's Representative, requesting consent to proceed with cutting.
- B.** Should conditions of Work or schedule require change of materials or methods, submit written recommendations to the Owner's Representative, including:
1. Conditions indicating change.
 2. Recommendations for alternative materials or methods.
 3. Submittals as required to obtain approval for substitutions.
- C.** Submit written notice to Owner's Representative designating time work will be uncovered to allow observation.

130.1.03 Payment for Costs

- A.** Costs caused by ill-timed or defective Work, or Work not conforming to Contract Documents, including the compensation for the additional engineering services made necessary thereby: Party responsible for ill-timed rejected, or non-conforming Work.
- B.** Work done on instructions of the Owner or its Representative other than defective or

non-conforming Work: The Owner.

130.2 Products

130.2.01 Materials

A. Materials for replacement of work removed: Comply with Specifications for type of work to be performed.

130.3 Execution

130.3.01 Inspection

A. Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching, excavating and backfilling.

B. After uncovering Work, inspect conditions affecting installation of new products.

130.3.02 Preparation

A. Prior to cutting, shore, brace and otherwise support involved portions as required to maintain structural integrity.

B. Provide protection for other portions. C.

Provide protection from elements.

130.3.03 Performance

A. Fit and adjust products to provide finished installation to comply with specified tolerances and finishes.

B. Perform excavating and backfilling as specified in Sections requiring same. C.

Execute cutting and removal only to the extent necessary.

D. Restore Work which has been cut or removed: Install new products to provide completed Work in accord with requirements of Contract Documents.

E. Refinish entire surfaces as necessary to provide an even finish.

1. Continuous surfaces: To nearest intersections.
2. Assembly: Entire refinishing.

END OF SECTION

Special Provision
132- Temporary Construction Facilities
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

132.1 General

132.1.01 Description of Requirements

- A. Provide all construction facilities and temporary controls required for the Work of the project and maintain supervision of same.
- B. Verify with the Owner's Representative and provide as required, the following items without additional cost to the Owner:
 - 1. Temporary job trailer,
 - 2. Temporary lighting required that would be in addition to that existing.
 - 3. Power extension cords for tools and equipment.
 - 4. Temporary field offices and storage sheds.
 - 5. Temporary barriers and fences.
 - 6. Temporary controls for noise, dust, water and erosion.
 - 7. Temporary construction aids.
 - 8. Temporary plant protection.
 - 9. Security, protection and safety signage.
 - 10. Temporary sanitary facilities.
 - 11. Temporary telephone service.
 - 12. All additional construction facilities and temporary controls required by, and in accord with, legal requirements.
- C. Provide all work and facilities in full accord with all authorities having jurisdiction.
 - 1. The location of any temporary facilities and the extent of the facilities and services to be provided shall be subject to the requirements of the Contractor and the approval of, and to such conditions as, the Owner may prescribe.
- D. With regard to required construction facilities and temporary controls, provide for the following:
 - 1. Responsibility for initiating all safety measures including, but not limited to, all barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety devices of every kind required by Code, local utility company, or Owner.

2. Disconnecting and removal of all construction controls that are not part of permanent construction when and as directed by Owner, or at completion of Work.
3. Filing of all permits for construction with local authorities.
4. Payment of all fees as well as all inspection and supervision costs as may be levied by the utilities.
5. Payment of all usage, service and energy charges for temporary utilities for construction purposes.
6. Maintenance of all of this Contractor's temporary work and facilities.
7. Required grubbing, excavation and backfill for this Contractor's construction facilities.
8. All barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety measures and devices of every kind required by Code, local utility company, or Owner.
9. Disconnecting and removing of all of this Contractor's temporary work not part of permanent construction when and as directed by the Owner's Representative.

132.1.02 Temporary Sanitary Facilities for Construction Personnel

- A. Since no services will be available for temporary toilets, provide, maintain and remove when directed, portable chemical toilets for this Contractor's construction and office personnel.
- B. Provide quantity and location of temporary toilets as required by authorities having jurisdiction, including, but not limited to OSHA, and subject to approval of the Owner's Representative.
- C. Maintain temporary toilets in a sanitary condition at all times, subject to approval of the Owner's Representative.

132.1.03 General Items

- A. In general, make materials deliveries during normal working hours. Where special deliveries must be made at other times, request Owner approval. After approval, arrange for proper labor force to receive and unload. If this procedure is not complied with, delivery will not be permitted.
- B. Staging areas for delivery of materials and equipment will be at locations designated by Owner.
- C. Contractor understands that other contractors will be working on the site for the duration of this Contract. Sequence operations to accommodate and coincide with the operations of the other contractors, and as approved by the Owner. Areas will be made available in accord with Owner's requirements.
- D. Utility mains and utility services to buildings or other facilities of the Owner or another contractor shall not be cut off or otherwise interrupted without permission from the Owner or the Owner's Representative.
 1. After authorization, prior to interrupting any utility service, the Contractor shall ascertain that he has the proper materials, together with adequate workmen and equipment, to complete the work in a minimum amount of time.
 2. Where possible, interruption in service shall be scheduled during the hours when the facilities are not in use.

3. Cost of delays and inconvenience to the Owner, when normal services are not resumed as scheduled, shall be chargeable to the Contractor.

132.1.04 Contractor Access and Egress

- A. Truck hauling of materials for the Work will be in accordance with the Contract Documents, the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

132.1.05 Temporary Construction Facilities and Service

- A. Contractor shall be responsible for providing any temporary onsite construction facilities that he may deem appropriate. All temporary facilities shall be maintained in an orderly, clean, and presentable fashion. These facilities may NOT be located within the right-of-way of any public road.
- B. All temporary construction compounds and/or material holding areas shall be removed and the area restored to pre-construction conditions prior to substantial completion. All Grass areas shall be sodded with similar type plant material (i.e. Bermuda, Fescue, Zoysia)

END OF SECTION

Special Provision
133- Cleaning of Project
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

133.1 General

133.1.01 Description

- A. Maintain job site, surrounding areas, and public properties free from stored materials, accumulations of waste, debris, and rubbish caused by operations. No materials may be stored within the rights of way without the City Engineer approval.
- B. During construction and at the completion of each business day, the contractor shall remove all waste materials, rubbish, tools, equipment, machinery, surplus materials, and clean all sight-exposed surfaces within the project limits. The Contractor shall leave job site clean and ready for occupancy. Not debris piles of soil, pavement (concrete and or asphalt) material, rock, graded aggregate base, vegetation can be left on site.
- C. All driveway removal and repair shall be kept accessible and neat. Driveways shall be removed and replaced with a single day (24-hour period).

133.2 Products

133.2.01 Materials

- A. Use only cleaning materials recommended by manufacturer of materials of surface to be cleaned. B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

133.3 Execution

133.3.01 Cleaning - General

- A. Cleaning and disposal:
 - 1. Conduct cleaning and disposal operations in accord with legal requirements.
 - 2. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- B. Burning:
 - 1. Burning of the trees, shrubs, bushes, etc., cleared on the project site will not be allowed within the project site.
- C. Hazards control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.

133.3.02 Clean-up During Construction

- A. Execute cleaning to ensure job site, premises, adjacent and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust.
- C. At reasonable intervals during progress of Work, clean job site and public properties, and dispose of waste materials, debris and rubbish.
- D. Remove waste materials, debris and rubbish from job site, premises, including within the rights of way or adjacent to private and public properties and legally dispose of at public or private dumping areas.
- E. Handle materials in a controlled manner with as few handlings as possible.
- F. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

133.3.03 Final Cleaning

- A. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- B. Remove soil stains, grease, dust, dirt, stains, labels, furniture, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces including paving, stone walls buildings and fences.
- C. Repair, patch and touch-up marred surfaces to specified finish, and to match adjacent surfaces as appropriate.
- D. Broom clean paved/stone surfaces or pressure wash concrete and stone surfaces, structures, walls and columns, etc... as directed by the Landscape Architect/Project Manager; rake clean other surfaces of grounds.
- E. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

133.3.04 General Requirements

- A. If the Contractor fails to comply with the requirements of this Article, in the opinion of the Owner or the Owner's Representative, the Owner's Representative shall perform the necessary clean-up and deduct the cost of work from the monies due or to become due to said Contractor.

END OF SECTION

Special Provision 134
Project Record Documents
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

134.1 General

134.1.01 Maintenance of Documents

- A. Maintain at job site, one copy of each of the following as record documents:
1. Contract drawings.
 2. Project Manual including Addenda/Bulletins.
 3. Approved shop drawings and samples.
 4. Modifications: Change Orders, Directives, and other written amendments to the Contract.
 5. Field and Material Test records.
- B. Adhere to following guidelines for maintenance of record documents:
1. Store record documents in temporary field office, apart from documents used for construction purposes.
 2. Provide files and racks for storage of record documents.
 3. Maintain record documents in clean, dry and legible condition.
 4. Do not use record documents for construction purposes.
 5. Make record documents available at all times for inspection by Owner's Representative and other authorized users.
- C. General Requirements
1. Progress Record Drawings:
 - a. During construction, Contractor shall keep a marked up-to-date set of record Document drawings on the site as an accurate record of all deviations between work as shown and as installed. These drawings shall be available to the Engineer and Owner's Representative for inspection at any time.
 - b. The Contractor will be provided, by the Owner's Representative, one (1) set of Contract Drawings for the sole purpose of Progress Record Drawings. The Contractor shall be required to submit these drawings to the Owner's Representative at each weekly Contractor's Progress meeting for review. The purpose of this submittal is to ensure that "As-Built" records are being kept up to date by the Contractor.
 - c. **If these drawings are not kept up to date or the submission is not made by the**

requested day and time, monies shall be retained from the Contractor's monthly Application for Payment.

2. Final Record Drawings:

- a. Upon completion of Work, Contractor shall furnish the Owner's Representative with a complete set of marked-up Record Document reproducible with "**PROJECT RECORD DOCUMENT**" clearly printed on each sheet. The Owner's Representative will furnish Contractor with reproducible for mark-up by Contractor.
- b. Contractor shall accurately and neatly transfer all deviation from progress record documents to final record documents. Record document drawings shall be provided where specified and as required to reflect as-built conditions.
- c. Contractor record documents shall be signed and sealed by a Professional Engineer or Land Surveyor licensed in the State of Georgia.

3. Progress Record Specifications:

- a. During construction, Contractor shall keep on site a marked-up, up-to-date, set of record specifications annotated to clearly indicate all substitutions that are incorporated into the work. Where selection of more than one product is specified, annotation shall be available for inspection at any time by the Engineer, Owner, or Owner's Representative.

4. Final Record Specifications:

- a. Upon completion of work, Contractor shall furnish the Owner's Representative with a complete set of marked-up record specifications with "PROJECT RECORD DOCUMENTS" clearly printed on the cover.
- b. The Owner's Representative, at no extra cost, will furnish Contractor with a set of specifications for mark-up by Contractor. Contractor shall accurately and neatly transfer all annotations from progress record specifications to the final record specifications.

134.1.02 Recording

- A. Label each record document "PROJECT RECORD DOCUMENTS" in 1 to 2-inch-high printed letters.
- B. Within the title block on each drawing update the Record Documents as the latest revision. Label each record document "Field Conditions" and date each record drawing.
- C. Keep record documents current.
- D. Do not permanently conceal any work until required information has been recorded.
- E. On the Record Contract Drawings legibly mark to record actual construction including but not limited to the following items:
 1. Depths of various elements of foundation in relation to survey datum.
 2. Horizontal (Northing/Easting Coordinate) and vertical (NGVD Elevation) location of underground utilities and appurtenances, including mains, fittings, valves, services, sleeves, etc.

3. Top, grate and/or rim elevations of all storm drainage and sanitary sewer structures (including lift station wet wells). Invert elevations of all storm and sanitary sewer pipes (including inflow/outflow pipes from lift station wet wells).
 4. Weir crest elevations, orifice invert elevations, and skimmer top/bottom elevations for all storm water pond control structures.
 5. As-built pond contours at the Normal Water Level Elevation and at the Weir Crest (or Grate) Elevation for all storm water ponds.
 6. Cross-slopes and longitudinal slopes of sidewalks and handicap ramps.
 7. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 8. Field changes of dimension and detail.
 9. Changes made by Change Order, Directive and other modification.
 10. Details not original contract drawings.
 11. Coordinates and elevations for all sleeves, utility pipe, control valves and any other miscellaneous items installed under this Contract. At a minimum, the ends of each line should have the coordinate and elevation indicated.
- F. On the Record Specifications and Addenda legibly mark-up each Section to record including but not limited to the following items:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
 2. Changes made by Change Order, Directive and other modifications.
 3. Other matters not originally specified.
- G. Shop drawings and samples: Maintain as record documents. Legibly annotate shop drawings and samples to record changes made after approval.

134.1.02 Audit

- A. Project record documents will be reviewed weekly, as outlined within Paragraph 1.01 C. of this section, by the Owner's Representative, who will use the current completeness of the record documents in evaluating the monthly progress payment request.

134.1.03 Submittal

- A. At completion of project, deliver record documents to the Owner's Representative. Record documents are to be submitted in digital (pdf) format as well as hard copy.
- 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. Certification that each document as submitted is complete and accurate
6. Signature of Contractor, or its authorized representative.

END OF SECTION

Special Provision
150 Traffic Control
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

Retain GDOT Section 150 as written and add the following:

150.1 SPECIAL CONDITIONS: A.

WORK HOURS:

This project requires the following restricted work hours:

Work will be permitted during weekdays (Monday through Friday) between the hours of 8:00 AM and 5:00 PM and lane closures are only permitted from 9:00 AM to 4:00 PM along Dudley Lane.

B. TRAFFIC CONTROL PLAN:

A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TWO (2) WEEKS PRIOR TO ANY WORK FOR REVIEW AND APPROVAL BY THE ENGINEER.

C. HOLIDAY WORK:

May 26-28, 2018 – Memorial Day (holiday weekend)
July 4, 2018 – Independence Day
September 1-3, 2018 – Labor Day (holiday weekend)
October 6-8, 2018 – Columbus Day (holiday weekend)
November 22-25, 2018 – Thanksgiving Day (holiday weekend)
December 22-25, 2018 – Christmas Day
December 29, thru January 1, 2019 – New Year's Day
January 19-21, 2019 – Martin Luther King, Jr. Day (holiday weekend)
February 16-18, 2019 – President's Day (holiday weekend)
May 25-27, 2019 – Memorial Day (holiday weekend)

D. LANE CLOSURES: shall not be allowed during the weekends of the Georgia Tax Free Weekends.

E. MAINTENANCE OF TRAFFIC:

Contractor is required to maintain a minimum of a single lane of traffic throughout the construction project. Temporary closures within a single work day and/or flagging will be allowed only with prior approval of the City of Sandy Springs. A minimum 48-hour notice is required for a request for closure. Two Lanes of traffic is required to be maintained or restored at the end of each day. All traffic control shall conform to GDOT Standard Specification 150 as updated in the Special Provisions dated May 15, 2015 and the MUTCD.

END SECTION

Special Provision
161 Control of Soil Erosion and Sedimentation
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

Add the following:

161.1 General Description

This Work includes using control measures shown on the Plans, ordered by the Engineer, or as required during the life of the Contract to control soil erosion and sedimentation through the use of any of the devices or methods referred to in this Section.

161.1.01 Definitions

Certified Personnel— certified personnel are defined as persons who have successfully completed the Level IA certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department's WECS certification course.

Design Professional as defined in the current GAR100002 NPDES permit.

161.1.02 Related References

A. Standard Specifications

[Section 105—Control of Work](#)

[Section 106—Control of Materials](#)

[Section 107—Legal Regulations and Responsibility to the Public](#)

[Section 109—Measurement and Payment](#)

[Section 160—Reclamation of Material Pits and Waste Areas](#)

[Section 162—Erosion Control Check Dams](#)

[Section 163—Miscellaneous Erosion Control Items](#)

[Section 166—Restoration or Alteration of Lakes and Ponds](#)

[Section 170—Silt Retention Barrier](#)

[Section 171—Temporary Silt Fence](#)

[Section 205—Roadway Excavation](#)

[Section 434—Sand Asphalt Paved Ditches](#)

[Section 441—Miscellaneous Concrete Section](#)

[603—Rip Rap](#)

[Section 700—Grassing](#)

[Section 710—Permanent Soil Reinforcing Mat](#)

[Section 715—Bituminous Treated Roving](#)

[Section 716—Erosion Control Mats \(Blankets\)](#)

Erosion control measures contained in the Specifications include:

| Erosion Control Measure | Section |
|--|---|
| Temporary Check Dams | 163.3.05.J |
| Erosion Control Measure | Section |
| Bituminous Treated Mulch | 700.3.05.G |
| Concrete Paved Ditches | 441 |
| Bituminous Treated Roving | 715 |
| Erosion Control Mats (Blankets) | 716 |
| Erosion Control Check Dams | 162 |
| Grassing | 700 |
| Maintenance of Temporary Erosion Control Devices | 165 |
| Permanent Soil Reinforcing Mat | 710 |
| Reclamation of Material Pits and Waste Areas | 160 |
| Rip Rap | 603 |
| Restoration or Alteration of Lakes and Ponds | 166 |
| Sand-Asphalt Ditch Paving | 434 |
| Sediment Basin | 163.3.05.C |
| Silt Control Gate | 163.3.05.A |
| Silt Retention Barrier | 170 |
| Sod | 700.3.05.H & 700.3.05.I |
| Mulch | 163 |
| Temporary Grassing | 163.3.05.F |
| Temporary Silt Fence | 171 |
| Temporary Slope Drains | 163.3.05.B |
| Triangular Sediment Barrier | 720 |
| Silt Filter Bag | 719 |
| Organic & Synthetic Material Fiber Blanket | 713 |

B. Referenced Documents

Erosion and Sedimentation Pollution Control Plans (ESPCP)

161.1.03 Submittals

A. Status of Erosion Control Devices

The Worksite Erosion Control Supervisor (WECS) or certified personnel will inspect the installation and maintenance of the

Erosion Control Devices according to [Subsection 167.3.05.B](#) and the ESPCP.

1. Submit all reports to the Engineer within 24 hours of the inspection. Refer to [Subsection 167.3.05.C](#) for report requirements.
2. The Engineer will review the reports and inspect the Project for compliance and concurrence with the submitted reports.
3. The Engineer will notify the WECS or certified personnel of any additional items that should be added to the reports.
4. Items listed in the report requiring maintenance or correction shall be completed within 72 hours.

B. Erosion and Sedimentation Pollution Control Plan

1. Project Plans

An erosion and sedimentation pollution control plan (ESPCP) for the construction of the project will be provided by the Department. The ESPCP will be prepared for the various stages of construction necessary to complete the project.

If the Contractor elects to alter the stage construction from that shown in the plans, it will be the responsibility of the Contractor to have the plans revised and prepared in accordance with the current GAR100002 NPDES permit by a Design Professional to reflect all changes in Staging. This will also include any revisions to erosion and sedimentation control item quantities. If the changes affect the Comprehensive Monitoring Program (CMP), the Contractor will be responsible for any revisions to the CMP as well. Submit revised plans and quantities to the Engineer for review prior to land disturbing activities.

2. Haul Roads, Borrow Pits, Excess Material Pits, etc.

The Contractor is responsible for preparing erosion and sedimentation control plans for construction access roads and or haul roads borrow pits, excess material pits, etc (inside the Right of Way). Prepare these plans for all stages of construction and include the appropriate items and quantities. Submit these plans to the Engineer for review prior to land disturbing activities. These plans are to be prepared by a Design Professional.

If construction of access roads, haul roads, borrow pits, excess material pits, etc., (inside the Right of Way) encroach within the 25 foot (7.6 m) buffer along the banks of all state waters or within the 50 ft. (15 m) buffer along the banks of any state waters classified as a "trout stream", a state water buffer variance must be obtained by the Contractor prior to beginning any land disturbing activity in the stream buffer.

3. Erosion Control for Borrow and Excess Material Pits Outside the Right-of-Way

Erosion control for borrow pits and excess material pits outside the right of way is the responsibility of the Contractor. If borrow or excess material pits require coverage under the National Pollutant Discharge Elimination System permit (NPDES) or other permits or variances are required, submit a copy of all documentation required by the permitting agency to the Engineer. All costs associated with complying with local, state, and federal laws and regulations are the responsibility of the Contractor.

4. Culverts and Pipes

The ESPCP does not contain approved methods to construct a stream diversion or stream diversion channel. The Contractor shall prepare a diversion plan utilizing a Design Professional as defined in the current NPDES permit. See Subsection 161.3.05 G for additional information.

5. Temporary Asphalt or Concrete Batch Plants

In addition to the requirements of any applicable specifications, if the Department authorizes the temporary installation and use of any asphalt, concrete or similar batch plants within its right of way, the contractor shall submit an NOI to the Georgia Environmental Protection Division for coverage under the following NPDES permits; The Infrastructure permit for the construction of the plant, and the Industrial permit for the operation of, such a plant. The contractor shall submit the NOIs as both the Owner and the Operator.

161.2 Materials

General Provisions 101 through 150.

161.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

161.3 Construction Requirements

161.3.01 Personnel

A. Duties of the Worksite Erosion Control Supervisor

Before beginning Work, designate a Worksite Erosion Control Supervisor (WECS) to initiate, install, maintain, inspect, and report the condition of all erosion control devices as described in Sections 160 through 171 or in the Contract and ESPCP documents. The designee shall submit their qualifications on the Department provided resume form for consideration and approval. The contractor may utilize additional persons having WECS qualifications to facilitate compliance however, only one WECS shall be designated at a time.

The WECS and alternates shall:

Be an employee of the Prime Contractor.

Have at least one year of experience in erosion and sediment control, including the installation, inspection, maintenance and reporting of BMPs.

Successfully completed the Georgia Soil and Water Conservation Commission Certification Course Level IA and the Department's WECS Certification Course.

Provide phone numbers where the WECS can be located 24 hours a day.

The WECS' duties include the following:

1. Be available or have an approved representative available 24 hour's a day and have access to the equipment, personnel, and materials needed to maintain erosion control and flooding control.
2. Inform the Engineer in writing whenever the alternate WECS assumes project responsibilities.
3. Ensure that erosion control deficiencies are corrected within seventy-two (72) hours or immediately during emergencies. Deficiencies that interfere with traffic flow, safety or downstream turbidity are to be corrected immediately.

4. During heavy rain, have the construction area patrolled day or night, any day of the week to quickly detect and correct erosion or flooding problems before they interfere with traffic flow, safety, or downstream turbidity.
5. Be on the site within three (3) hours after receiving notification of an emergency prepared to positively respond to the conditions encountered. The Department may handle emergencies without notifying the Contractor. The Department will recover costs for emergency maintenance work according to Subsection 105.15, "Failure to Maintain Roadway or Structures."
6. Maintain and submit for project record, "As-built" Erosion and Sedimentation Control Plans that supplement and graphically depict EC-1 reported additions and deletions of BMPs. The As-Built plans are to be accessed and retained at a Department facility at all times.
7. Ensure that both the WECS and the alternate meet the criteria of this Subsection.
8. The WECS shall maintain a current certification card for the duration of the project. Recertification of the WECS will be required prior to the expiration date shown on the Certification card in order to remain as Certified Personnel and the WECS for the project.

Failure of the WECS or alternate to perform the duties specified in the Contract, or whose performance, has resulted in a citation being received from a State or Federal Regulatory Agency, e.g. the Georgia Environmental Protection Division, shall result in one or more of the following;

Suspension of the WECS' certification for a period of not less than 30 days

Removal of the Contractor's project superintendent in accordance with [Subsections 105.05](#) and [108.05](#) for a period not less than 14 days

Department wide revocation of the WECS certification for a period of 12 months

Removal of the Contractor's project superintendent in accordance with [Subsections 105.05](#) and [108.05](#)

161.3.02 Equipment

General Provisions 101 through 150.

161.3.03 Preparation

General Provisions 101 through 150.

161.3.04 Fabrication

General Provisions 101 through 150.

161.3.05 Construction

Coordinate the temporary and permanent erosion control provisions in this Specification with the permanent erosion control provisions in the Contract to ensure economical, effective, and continuous erosion control throughout the construction and post- construction periods.

At all times that land disturbing activity is underway, a person meeting the requirements of, "certified person" by the GSWCC (Level IA) must be on the project.

A. Control Dust Pollution

The contractor shall keep dust pollution to a minimum during any of the activities performed on the project. It may be necessary to apply water or other BMPs to roadways or other areas reduce pollution.

B. Perform Permanent or Temporary Grassing

Perform permanent grassing, temporary grassing, or mulching on cut and fill slopes weekly (unless a shorter period is required by [Subsection 107.23](#)) during grading operations. When conditions warrant, the Engineer may require more frequent intervals.

Under no circumstances shall the grading (height of cut) exceed the height operating range of the grassing equipment. It is extremely important to obtain a cover, whether it is mulch, temporary grass or permanent grass. Adequate mulch is a must.

When grading operations or other soil disturbing activities have stopped, perform grassing or erosion control as shown in the Plans, as shown in an approved Plan submitted by the Contractor, or as directed by the Engineer.

C. Seed and Mulch

Refer to [Subsection 161.3.05.B, "Perform Permanent or Temporary Grassing"](#).

D. Implement Permanent or Temporary Erosion Control

1. Silt fence shown along the perimeter, e.g. right of way, and sediment containment devices, e.g. sediment basins, shall be installed prior to or concurrently with clearing and grubbing operations.
2. Incorporate permanent erosion control features into the Project at the earliest practicable time, e.g. velocity dissipation, permanent ditch protection.
3. Use temporary erosion control measures to address conditions that develop during construction but were unforeseen during the design stage.
4. Use temporary erosion control measures when installation of permanent erosion control features cannot be accomplished.

The Engineer has the authority to:

Limit the surface area of erodible earth material exposed by clearing and grubbing.

Limit the surface area of erodible earth material exposed by excavation and borrow and fill operations.

Limit the area of excavation, and embankment operations in progress to correspond with the Contractor's ability to keep the finish grading, mulching, seeding, and other permanent erosion control measures current.

Direct the Contractor to provide immediate permanent or temporary erosion control to prevent contamination of adjacent streams or water courses, lakes, ponds, or other areas of water impoundment.

Such Work may include constructing items listed in the table in [Subsection 161.1.02.A, "Related References"](#) or other control devices or methods to control erosion.

E. Erodible Area

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 17 acres (7 ha) except as approved by the State Construction Engineer.

The maximum of 17 acres (7 ha) of exposed erodible earth applies to the entire Project and to all of its combined operations as a whole, not to the exposed erodible earth of each individual operation.

Upon receipt of a written request from the contractor the State Construction Engineer, or his designee, will review; the request, any justifications and the Project conditions for waiver of the 17 acres (7 ha) limitation.

If the 17-acre limitation is increased by the State Construction Engineer, the WECS shall not be assigned to another project in that capacity and should remain on site each work day that the exposed acreage exceeds 17 acres.

After installing temporary erosion control devices, e.g., grassing, mulching, stabilizing an area, and having it approved by the Engineer, that area will be released from the 17 acres (7 ha) limit.

F. Perform Grading Operations

Perform the following grading operations:

1. Complete each roadway cut and embankment continuously, unless otherwise specified in the Contract or ordered by the Engineer.
2. Maintain the top of the earthwork in roadway sections throughout the construction stages to allow water to run off to the outer edges.
3. Provide temporary slope drain facilities with inlets and velocity dissipaters (straw bales, silt fence, aprons, etc.) to carry the runoff water to the bottom of the slopes. Place drains at intervals to handle the accumulated water.
4. Continue temporary erosion control measures until permanent drainage facilities have been constructed, pavement placed, and the grass on planted slopes stabilized to deter erosion.

G. Perform Construction in Rivers and Streams

Perform construction in river and stream beds as follows:

1. Unless otherwise agreed to in writing by the Engineer, restrict construction operations in rivers, streams, and impoundments to:
Areas where channel changes or access for construction are shown on the Plans to construct temporary or permanent structures.
2. If channel changes or diversions are not shown on the Plans, the Contractor shall develop diversion plans prepared in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. The Engineer will review prepared diversion plans for content only and accepts no responsibility for design errors or omissions. Amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
3. If additional access for construction or removal of work bridges, temporary roads/access or work platforms is necessary, and will require additional encroachment upon river or stream banks and bottoms, the contractor shall prepare a plan in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. Plans should be submitted at least 12 weeks prior to the date the associated work is expected to begin. If necessary, the plan will be provided to the appropriate regulating authority, e.g. United States Army Corps of Engineers by the Department for consideration and approval. No work that impacts areas beyond what has been shown in the approved plans will be allowed to begin until written approval of the submitted plan has been provided by the Department. Approved plan amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review

and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.

4. Clear rivers, streams, and impoundments of the following as soon as conditions permit:
 - Falsework
 - Piling that is to be removed
 - Debris
 - Other obstructions placed or caused by construction operations
5. Do not ford live streams with construction equipment.
6. Use temporary bridges or other structures that are adequate for a 25-year storm for stream crossings. Include costs in the price bid for the overall contract.
7. Do not operate mechanized equipment in live streams except to construct channel changes or temporary or permanent structures, and to remove temporary structures, unless otherwise approved in writing by the Engineer.

H. State Water Buffers and Environmental Restrictions

1. The WECS shall review the plans and contract documents for environmental restrictions, Environmentally Sensitive Areas (ESA), e.g. buffers, etc prior to performing land disturbing activities.
2. The WECS shall ensure all parties performing land disturbing activities within the project limits are aware of all environmental restrictions.
3. Buffer delineation shall be performed prior to clearing, or any other land disturbing activities. Site conditions may require temporary delineation measures are implemented prior to the installation of orange barrier/safety fencing. The means of temporary delineation shall have the Engineer's prior approval.
4. The WECS shall allow the Engineer to review the buffer delineation prior to performing any land disturbing activities, including but not limited to clearing, grubbing and thinning of vegetation. Any removal and relocation of buffer delineation based upon the Engineer's review will not be measured for separate payment.
5. The WECS shall advise the Engineer of any surface water(s) encountered that are not shown in the plans. The WECS shall prevent land disturbing activities from occurring within surface water buffers until the Engineer provides approval to proceed.

I. General Requirements

Projects that consist of asphalt resurfacing, shoulder reconstruction and/or shoulder widening; schedule and perform the construction of the project to comply with the following:

After temporary and permanent erosion control devices are installed and the area permanently stabilized (temporary or permanent) and approved by the Engineer, the area may be released from the 1 acre (0.4 ha) limit.

The maximum of 1 acre (0.4 ha) of erodible earth applies to the entire project and to all combined operations, including borrow and excess material operations that are within the right of way, not 1 acre (0.4 ha) of exposed erodible earth for each operation.

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 1 acre (0.4ha).

1. Do not allow the disturbed exposed erodible area to exceed 1 acres (0.4 ha). This 1 acre (0.4 ha) limit includes all disturbed areas relating to the construction of the project including but not limited to slope and shoulder construction.
2. At the end of each working day, permanently stabilize all of the area disturbed by slope and shoulder reconstruction to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment. For purposes of this Specification, the end of the working day is defined as when the construction operations cease. For example, 6:00 a.m. is the end of the working day on a project that allows work only between 9:00 p.m. and 6:00 a.m.)
3. Stabilize the cut and fill slopes and shoulder with permanent or temporary grassing and a Wood Fiber Blanket (Section 713, Type II). Mulching is not allowed. Borrow pits, soil disposal sites and haul roads will not require daily applications of wood fiber blanket. The application rate for the Wood Fiber Blanket on shoulder reconstruction is the rate specified for Shoulders. For shoulder reconstruction, the ground preparation requirements of Subsection 700.3.05.A.1 are waived. Preparation consists of scarifying the existing shoulders 4 to 6 in (100 to 150 mm) deep and leaving the area in a smooth uniform condition free from stones, lumps, roots or other material.
4. If a sudden rain event occurs that would not allow the Contractor to apply the Type II Wood Fiber Blanket per Section 713, install Wood Fiber Blanket Type I per Section 713 if directed by the Engineer. Wood Fiber Blanket Type I application is for emergency use only.
 - Install temporary grass or permanent grass according to seasonal limitations and Specifications. When temporary grass is used, use the overseeding method (Subsection 700.3.05.E.4) when planting permanent grass.
5. Remove and dispose of all material excavated for the trench widening operation at an approved soil disposal site by the end of each working day. When shoulder reconstruction is required, this material may be used to reconstruct the graded shoulder after all asphaltic concrete pavement has been placed.
6. Provide immediate permanent and/or temporary erosion control measures for borrow pits, soil disposal sites and haul roads to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.
7. Place asphalt in the trench the same day as the excavation occurs. Place asphalt or concrete in driveways and side roads being re-graded the same day as the excavation occurs. Stabilize any disturbed or exposed soil that is not covered with asphalt with a Wood Fiber Blanket (and grass seed). Payment will be made for the Wood Fiber Blanket and grass seed only if the shoulder has been constructed to final dimensions and grade and no further grading will be required.
8. Do not allow the grading (height of cut or fill) to exceed the operating range of the grassing equipment.
9. When grading operations or other soil disturbing activities are suspended, regardless of the reason, promptly perform all necessary permanent stabilization and/or erosion control work.
10. Use temporary erosion control measures to:
 - To correct conditions that develop during construction but were unforeseen during the design stage. To use as needed before installing permanent erosion control features.
 - To temporarily control erosion that develops during normal construction practices but are not associated with permanent control features on the Project.
11. When conditions warrant, such as unfavorable weather (rain event), the Engineer may require more frequent intervals for this work.

161.3.06 Quality Acceptance

Before Final Acceptance of the Work, clean drainage structures within the project limits, both existing and newly constructed, and ensure that they are functioning properly. Costs to accomplish this work are incidental and shall be included in the overall bid for the Contract.

161.3.07 Contractor Warranty and Maintenance

Maintain the erosion control features installed to:

- Contain erosion within the limits of the right-of-way
- Control storm water discharges from disturbed areas

Effectively install and maintain the erosion control features. Ensure these features contain the erosion and sediment within the limits of the rights of way and control the discharges of storm-water from disturbed areas to meet all local, state, and federal requirements on water quality.

If a construction Project has separate contractors, the Prime Contractor shall maintain the erosion control features at grading sites as acceptable to the Engineer until the Contract is accepted. If any erosion control devices are damaged by any contractor either by neglect, by construction methods, or any other reasons, including acts of nature, they shall be repaired within 24 hours by the Prime Contractor at no cost to the Department.

161.4 Measurement

Control of soil erosion and sedimentation is not measured separately for payment.

161.4.01 Limits

General Provisions 101 through 150.

161.5 Payment

When no pay item is shown in the Contract, the requirements of this Specification and the Erosion Control Plan shall be in full effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submitted with the exception of inspections performed by qualified personnel which will be included in Section 167.

When listed as a pay item in the Contract, payment will be made at the unit price bid for each particular item.

No payment will be made for erosion control outside the Right-of-Way or construction easements except as provided for by the Plans.

161.5.01 Enforcement and Adjustments

A. Failure to Provide a WECS

If a designated WECS is not maintained or if the Contractor does not comply with this Specification, cease activities except traffic control and erosion control work. Monies that are due or that may become due also may be withheld according to the Specifications

B. Failure to submit reports

A non-refundable deduction will be taken from the schedule below whenever the WECS fails to submit completed reports required by [Subsection 167.3.05.C](#) in accordance with the provisions of this specification.

C. Failure to Comply with Specifications

If the Contractor fails to comply with any of the requirements of this Specification, all activities shall cease immediately except traffic control and erosion control related work.

Monies that are currently due or that may become due shall be withheld according to the specifications. In addition, nonrefundable monies shall be deducted from the contract as shown in the Schedule of Deductions table below. These deductions are in addition to any actions taken in the above subsections. Deductions assessed for uncorrected deficiencies shall continue until all corrections are completed to the satisfaction of the Engineer.

D. Receipt of a Consent Order or Notice of Violation, etc

Regulatory enforcement actions will be resolved including at a minimum the following steps;

- The Department will perform an internal review of the alleged violations
- The Department will then meet with the Contractor to review and further determine responsibilities for the alleged violations
- The Department will then arrange to collectively meet with the regulatory agencies to negotiate resolutions and/or settlements.

The Department does not waive any rights of the Contractor to resolve such matters however, in the event that regulatory agency communication is addressed jointly to the Department and to the contractor, the Department reserves the right to coordinate all communications, e.g., written correspondence, and to schedule jointly attended meetings with Regulatory agencies such that timely and accurate responses are known to the Department.

Such Orders or Notices may result in the assessment of Deductions from the table below for each day the condition remains non-compliant following an agreed remedy.

Monetary penalties for which the contractor is obligated for as a result of regulatory enforcement may be withheld from future monies due the contractor.

| Schedule of Deductions for Each Calendar Day of Erosion Control Deficiencies Initial Occurrence* Original Total Contract Amount | | |
|--|-------------------------|---------------------|
| From More Than | To and Including | Daily Charge |
| 0 | \$100,000 | \$750 |
| \$100,000 | \$1,000,000 | \$1125 |
| \$1,000,000 | \$5,000,000 | \$2000 |
| \$5,000,000 | \$15,000,000 | \$3000 |
| \$15,000,000 | - | \$5000 |

*Continued non-compliance with the requirements of this specification may result in the doubling of the above tabulated Daily Charge.

Upon written request from the Contractor, the Engineer may allow, limited activities to concurrently proceed once significant portions of the corrective work have been completed. This authorization may be similarly rescinded if in the opinion of the Engineer corrective work is not being diligently pursued.

END SECTION

Special Provision
163 Miscellaneous Erosion Control Items
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

Delete Section 163 and substitute the following:

163.1 General Description

This work includes constructing and removing:

- Silt control gates
- Temporary erosion control slope drains shown on the Plans or as directed
- Sediment basins
- Baled straw sediment barrier and check dams
- Other temporary erosion control structures shown on the Plans or directed by the Engineer

This work also includes applying mulch (straw or hay, erosion control compost), and temporary grass.

163.1.01 Related References

A. Standard Specifications

[Section 109—Measurement and Payment](#)

[Section 161—Control of Soil Erosion and Sedimentation](#)

[Section 171—Temporary Silt Fence](#)

[Section 500—Concrete Structures](#)

[Section 603—Rip Rap](#)

[Section 700—Grassing](#)

[Section 715—Bituminous Treated Roving](#)

[Section 720 – Triangular Silt Barrier](#)

[Section 822—Emulsified Asphalt](#)

[Section 860—Lumber and Timber](#)

[Section 863—Preservative Treatment of Timber Products](#) [Section 890—Seed and Sod](#)

[Section 893—Miscellaneous Planting Materials](#)

B. Referenced Documents

AASHTO M252

AASHTO M294

163.1.02 Submittals

Provide written documentation to the Engineer as to the average weight of the bales of mulch.

163.2 Materials

Provide materials shown on the Plans, such as pipe, spillways, wood baffles, and other accessories including an anti-seep collar, when necessary. The materials shall remain the Contractor's property after removal, unless otherwise shown on the Plans.

Materials may be new or used; however, the Engineer shall approve previously used materials before use. Materials shall meet the requirements of the following Specifications:

| Material | Section |
|---|--------------------------|
| Mulch | 893.2.02 |
| Temporary Silt Fence | 171 |
| Concrete Aprons and Footings shall be Class A | 500 |
| Rip Rap | 603 |
| Temporary Grass | 700 |
| Bituminous Treated Roving | 715 |
| Triangular Silt Barrier | 720 |
| Lumber and Timber | 860.2.01 |
| Preservative Treatment of Timber Products | 863.1 |
| Corrugated Polyethylene Temporary Slope Drain | AASHTO M252 or M294 |

163.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

163.3 Requirements

163.3.01 Personnel

General Provisions 101 through 150.

163.3.02 Equipment

General Provisions 101 through 150.

163.3.03 Preparation

General Provisions 101 through 150.

163.3.04 Fabrication

General Provisions 101 through 150.

163.3.05 Construction

A. Silt Control Gates

If silt control gates are required or are directed by the Engineer, follow these guidelines to construct them:

1. Clear and grade only that portion of the roadway within the affected drainage area where the drainage structure will be constructed.
2. Construct or install the drainage structure and backfill as required for stability.

3. Install the silt control gate at the inlet of the structure. Use the type indicated on the Plans.
4. Vary the height of the gate as required or as shown on the Plans.

5. Finish grading the roadway in the affected drainage area. Grass and mulch slopes and ditches that will not be paved. Construct the ditch paving required in the affected area.
6. Keep the gate in place until the work in the affected drainage area is complete and the erodible area is stabilized.
7. Remove the Type 1 silt gate assembly by sawing off the wood posts flush with the concrete apron. Leave the concrete apron between the gate and the structure inlet in place. The gate shall remain the property of the Contractor.

B. Temporary Slope Drains

If temporary slope drains are required, conduct the roadway grading operation according to Section 161 and follow these guidelines:

1. Place temporary pipe slope drains with inlets and velocity dissipaters (straw bales, silt fence, or aprons) according to the Plans.
2. Securely anchor the inlet into the slope to provide a watertight connection to the earth berm. Ensure that all connections in the pipe are leak proof.
3. Place temporary slope drains at a spacing of 350 ft (105 m) maximum on a 0% to 2% grade and at a spacing of 200 ft (60m) maximum on steeper grades, or more frequently as directed by the Engineer. Keep the slope drains in place until the permanent grass has grown enough to control erosion.
4. Remove the slope drains and grass the disturbed area with permanent grass. However, the temporary slope drains may remain in place to help establish permanent grass if approved by the Engineer.

C. Sediment Basins

Construct sediment basins according to the Plans at the required location, or as modified by the Engineer.

1. Construct the unit complete as shown, including:
 - Grading
 - Drainage
 - Rip rap
 - Spillways
 - Anti-seep collar
 - Temporary mulching and grassing on internal and external slopes
 - Accessories to complete the basin
2. When the sediment basin is no longer needed, remove and dispose of the remaining sediment.
3. Remove the sediment basin. Grade to drain and restore the area to blend with the adjacent landscape.
4. Mulch and permanently grass the disturbed areas according to Section 700.

D. Sediment Barrier (baled straw)

Construct sediment barrier (baled straw) according to the Plan details. Use rectangular, standard size baled straw in mechanically produced bales.

The following items may be substituted for sediment barrier (baled straw)

1. Type B Silt Fence.
2. Triangular Silt Barrier.
3. Synthetic Fiber: Use synthetic fiber bales of circular cross section at least 18 in (450 mm) in diameter. Use synthetic bales of 3 ft or 6 ft (0.9 m or 1.8 m) in length that are capable of being linked together to form a continuous roll of the desired total length. Use bales that are enclosed in a geotextile fabric and that contain a pre-made stake hole for anchoring.
4. Coir: Use coir fiber bales of circular cross section at least 16 in (400 mm) in diameter. Use coir bales of 10 ft, 15 ft, or 20 ft (3 m, 4.5 m, or 6 m) in length. Use coir baled with coir twine netting with 2 in X 2 in (50 mm X 50 mm) openings. Use coir bales with a dry density of at least 7 lb/ft³ (112 kg/m³). Anchor in place with 2 in X 4 in (50 mm X 100 mm) wooden wedges with a 6 in (150 mm) nail at the top. Place wedges no more than 36 in (900 mm) apart.
5. Excelsior: Use curled aspen excelsior fiber with barbed edges in circular bales of at least 18 in (450 mm) in diameter and nominally 10 ft (3 m) in length. Use excelsior baled with polyester netting with 1 in X 1 in (25 mm by 25 mm) triangular openings. Use excelsior bales with a dry density of at least 1.4 lb/ft³ (22 kg/m³). Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm).
6. Compost Filter Sock: Use general use compost (see Subsection 893.2.02. A.5.b) in circular bales at least 18 in in diameter. Use compost baled with photo-degradable plastic mesh 3 mils thick with a maximum 0.25 in X 0.25 in (6 mm X 6 mm) openings. Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm). The sock shall be dispersed on site when no longer required, as determined by the Engineer. Do not use Compost Filter Socks in areas where the use of fertilizer is restricted.
7. Compost Filter Berm: Use erosion control compost (see Subsection 893.2.02) to construct an uncompacted 1.5 ft to 2 ft (450 mm to 600 mm) high trapezoidal berm which is approximately 2 ft to 3 ft (600 mm to 1m) wide at the top and minimum 4 ft (1.2 m) wide at the base. Do not use Compost Filter Berms in areas where the use of fertilizer is restricted.

The construction of the compost filter berm includes the following:

- a. Keeping the berm in a functional condition.
- b. Installing additional berm material when necessary.
- c. Removing the berm when no longer required, as determined by the Engineer. At the Engineer's discretion, berm material may be left to decompose naturally, or distributed over the adjacent area.

E. Other Temporary Structures

When special conditions occur during the design stage, the Plans may show other temporary structures for erosion control with required materials and construction methods.

F. Temporary Grass

Use a quick growing species of temporary grass such as rye grass, millet, or a cereal grass suitable to the area and season.

Use temporary grass in the following situations:

- When required by the Specifications or directed by the Engineer to control erosion where permanent grassing cannot be planted.
- To protect an area for longer than mulch is expected to last (60 calendar days). Plant

temporary grass as follows:

1. Use seeds that conform to Sub section 8 9 0 .2 .0 1, —Seed .|| Perform seeding according to Section 700; except use the minimum ground preparation necessary to provide a seed bed if further grading is required.
2. Prepare areas that require no further grading according to Sub section 7 0 0 .3 .05 .A, —Ground Preparation Omit the lime unless the area will be planted with permanent grass without further grading. In this case, apply the lime according to [Section 700](#).
3. Apply mixed grade fertilizer at 400 lbs/acre (450 kg/ha). Omit the nitrogen. Mulch (with straw or hay) temporary grass according to Section 700. (Erosion control compost Mulch will not be allowed with grassing.)
4. Before planting permanent grass, thoroughly plow and prepare areas where temporary grass has been planted according to Sub section 7 0 0 .3 .0 5. A, —Gro und P reparation.
5. Apply Polyacrylamide (PAM) to all areas that receive temporary grassing.
6. Apply Pam (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
7. Apply PAM according to manufacturer specifications.
8. Use only anionic PAM.

For projects that consist of shoulder reconstruction and/or shoulder widening refer to Section 161.03.05H for Wood Fiber Blanket requirements.

G. Mulch

When stage construction or other conditions prevent completing a roadway section continuously, apply mulch (straw or hay or erosion control compost) to control erosion. Mulch may be used without temporary grassing for 60 calendar days or less. Areas stabilized with only mulch (straw/hay) shall be planted with temporary grass after 60 calendar days.

Apply mulch as follows:

1. Mulch (Hay or Straw) - Without Grass Seed
 - a. Uniformly spread the mulch over the designated areas from 2 in to 4 in (50 mm to 100 mm) thick.
 - b. After spreading the mulch, walk in the mulch by using a tracked vehicle (preferred method), empty sheep foot roller, light disking, or other means that preserves the finished cross section of the prepared areas. The Engineer will approve of the method.
 - c. Place temporary mulch on slopes as steep as 2:1 by using a tracked vehicle to imbed the mulch into the slope.
 - d. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
2. Erosion control compost - Without Grass Seed
 - a. Uniformly spread the mulch (erosion control compost) over the designated areas 2 in (50 mm) thick.
 - b. When rolling is necessary, or directed by the Engineer, use a light corrugated drum roller. c. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
 - d. Plant temporary grass on area stabilized with mulch (erosion control compost) after 60 calendar days.
 - e. Do not use Erosion Control Compost in areas where the use of fertilizer is restricted.

H. Miscellaneous Erosion Control Not Shown on the Plans

When conditions develop during construction that were unforeseen in the design stage, the Engineer may direct the Contractor to construct temporary devices such as but not limited to:

- Bulkheads
- Sump holes
- Half round pipe for use as ditch liners
- U-V resistant plastic sheets to cover critical cut slopes

The Engineer and the Contractor will determine the placement to ensure erosion control in the affected area.

I. Diversion Channels

When constructing a culvert or other drainage structure in a live stream that requires diverting a stream, construct a diversion channel.

J. Temporary Check Dams

Temporary check dams are constructed of the following materials;

- Stone plain rip rap according to Section 603 or of sand bags as in Section 603 without Portland cement.
(Place plastic filter fabric on ditch section before placing rip rap.)
- Fabric (Type C silt fence)
- Hay Bales

Temporary check dams shall be constructed according to plan details and shall remain in place until the permanent ditch protection is in place or being installed and the removal is approved by the Engineer.

K. Construction Exits

Locate construction exits at any point where vehicles will be leaving the project onto a public roadway. Install construction exits at the locations shown in the plans and in accordance with plan details.

L. Retrofit

Add the retrofit device to the permanent outlet structure as shown on the Plan details.

When all land disturbing activities that would contribute sediment-laden runoff to the basin are complete, clean the basin of sediment and stabilize the basin area with vegetation.

When the basin is stabilized, remove the retrofit device from the permanent outlet structure of the detention pond.

M. Inlet Sediment Trap

Inlet sediment traps consist of a temporary device placed around a storm drain inlet to trap sediment. An excavated area adjacent to the sediment trap will provide additional sediment storage.

Inlet sediment traps may be constructed of Type C silt fence, plastic frame and filter, hay bales, baffle box, or other filtering materials approved by the Engineer.

Construct inlet sediment traps according to the appropriate specification for the material selected for the trap. Place inlet sediment traps as shown on the Plans or as directed by the Engineer.

163.3.06 Quality Acceptance

General Provisions 101 through 150.

163.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

163.4 Measurement

A. Silt Control Gates

Silt control gates are measured for payment by the entire structure constructed at each location complete in place and accepted. Silt control gates constructed at the inlet of multiple lines of drainage structures are measured for payment as a single unit.

B. Temporary Slope Drains

Temporary slope drains are measured for payment by the linear foot (meter) of pipe placed. When required, the inlet spillway and outlet apron and/or other dissipation devices are incidental and not measured separately.

C. Sediment Basins

Sediment basins are measured for payment by the entire structure complete, including construction, maintenance, and removal. Measurement also includes:

- Earthwork
- Drainage
- Spillways
- Baffles
- Rip rap
- Final cleaning to remove the basin

Permanent and temporary grassing for sediment basins is measured separately for payment.

D. Diversion Channels

Diversion channels are not measured for payment. Costs for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other Contract items.

E. Temporary Grass

Temporary grass is measured for payment by the acre (hectare). Lime, when required, is measured by the ton (megagram). Mulch and fertilizer are measured separately for payment.

F. Mulch

Mulch (straw or hay, or erosion control compost) is measured for payment by the ton (megagram).

G. Baled Straw Sediment Barrier, Baled Straw Check Dam and Fabric Check Dams

Baled straw sediment barrier, baled straw check dams, and fabric check dams are measured by the linear foot (meter). When the Contractor substitutes a product allowed in Subsection 163.3.05.D for baled straw sediment barrier or when the Engineer directs this substitution, the product will be measured by the linear foot (meter).

H. Rip Rap Check Dams

Rip Rap Check Dams are measured per each which will include all work necessary to construct the check dam including plastic filter fabric placed beneath the rip rap or sand bags.

I. Construction Exits

Construction exits are measured per each which will include all work necessary to construct the exit including the required geotextile fabric placed beneath the aggregate.

J. Retrofit

Retrofit will be measured for payment per each. The construction of the detention pond and permanent outlet structure will be measured separately under the appropriate items.

K. Inlet Sediment Trap

Inlet sediment traps, regardless of the material selected, are measured per each which includes all work necessary to construct the trap including any incidentals and providing the excavated area for sediment storage.

163.4.01 Limits

General Provisions 101 through 150.

163.5 Payment

A. Silt Control Gates

The specified silt control gates are paid for at the Contract Unit Price per each. Payment is full compensation for:

- Furnishing the material and labor
- Constructing the concrete apron as shown on the Plans
- Excavating and backfilling to place the apron
- Removing the gate

B. Temporary Slope Drains

Temporary slope drains are paid for by the linear foot (meter). Payment is full compensation for materials, construction, removal (if required), inlet spillways, velocity dissipaters, and outlet aprons.

When temporary drain inlets and pipe slope drains are removed, they remain the Contractor's property and may be reused or removed from the Project as the Contractor desires. Reused pipe or inlets are paid for the same as new pipe or inlets.

C. Sediment Basin

Sediment basins, measured according to Subsection 163.4,C — Measurement are paid for by the unit, per each, for the type specified on the Plans. Price and payment are full compensation for work and supervision to construct, and remove the sediment basin, including final clean-up.

D. Diversion Channel

Diversion channels are not paid for separately; they are included in the price bid for the drainage structure or for other Contract Items.

E. Temporary Grass

Temporary grass is paid for by the acre (hectare). Payment is full compensation for all equipment, labor, ground preparation, materials, wood fiber mulch, polyacrylamide, and other incidentals. Lime (when required) is paid for by the ton (megagram). Mulch and fertilizer are paid for separately.

F. Mulch

Mulch is paid for by the ton. Payment is full compensation for all materials, labor, maintenance, equipment and other incidentals.

The weight for payment of straw or hay mulch will be the product of the number of bales used and the average weight per bale as determined on certified scales provided by the contractor or state certified scales. Provide written documentation to the Engineer stating the average weight of the bales.

The weight of erosion control compost mulch will be determined by weighing each loaded vehicle on the required motor truck scale as the material is hauled to the roadway, or by using recorded weights if a digital recording device is used. The contractor may propose other methods of providing the weight of the mulch to Engineer for approval.

G. Baled Straw Sediment barrier, Baled Straw Check Dams and Fabric Check Dams (Type C Silt Fence)

Baled straw sediment barrier, baled straw check dams and fabric check dams (type C silt fence), complete in place and accepted are paid for at the Contract Unit Price bid per linear foot (meter). Payment is full compensation for constructing, and removing (when directed) the baled straw sediment barrier or either check dam.

When the Contractor substitutes any product allowed in Subsection 163.3.05.D for baled straw sediment barrier or when the Engineer directs this substitution, payment is made at the bid price per linear foot (meter) for baled straw sediment barrier.

H. Rip Rap Check Dams

Rip Rap Check Dams are paid for per each. Payment is full compensation for all materials, construction, and removal. Reused stone plain rip rap or sandbags are paid for on the same basis as new items. Filter fabric required under rip rap check dams is included in the price bid for each check dam.

I. Construction Exits

Construction exits are paid for per each. Payment is full compensation for all materials including the required geotextile, construction, and removal.

J. Retrofit

This item is paid for at the Contract Unit Price per each. Payment is full compensation for all work, supervision, materials (including the stone filter), labor and equipment necessary to construct and remove the retrofit device from an existing or proposed detention pond outlet structure.

K. Inlet Sediment Trap

Inlet sediment traps are paid for per each. Payment is full compensation for all materials, construction, and removal.

The items in this Section (except temporary grass and mulch) are made as partial payments as follows:

When the item is installed and put into operation the Contractor will be paid 75 percent of the Contract price.

When the Engineer instructs the Contractor that the Item is no longer required and is to remain in place or is removed, whichever applies, the remaining 25 percent will be paid.

Temporary devices may be left in place at the Engineer's discretion at no change in cost. Payment for temporary grass will be made based on the number of acres (hectares) grassed. Mulch will be based on the number of tons (megagrams) used.

Payment is made under:

| | | |
|--------------|--|-------------------------|
| Item No. 163 | Construct and remove silt control gate, type_____ | Per each |
| Item No. 163 | Construct and remove temporary pipe slope drains | Per linear foot |
| Item No. 163 | Construct and remove temporary sediment barrier or baled straw check dam | Per linear foot (meter) |
| Item No. 163 | Construct and remove sediment basin type , Sta. | Per each |
| Item No. 163 | Construct and remove Fabric Check Dam - type C silt | Per linear foot |
| Item No. 163 | Construct and remove Rip Rap Check Dams, Stone Plain Rip Rap/Sand Bags | Per Each |
| Item No. 163 | Construction exit | Per each |
| Item No. 163 | Construct and remove retrofit, Sta. No. | Per each |
| Item No. 163 | Construct and remove inlet sediment trap | Per each |
| Item No. 163 | Temporary grass | Per acre (hectare) |
| Item No. 163 | Mulch | Per ton (megagram) |

163.5.01 Adjustments

General Provisions 101 through 150.

END SECTION

Special Provision
210 Grading Complete
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

In addition to the standard provisions in GDOT Grading Complete Standard 210-0100, Grading Complete shall include the following provisions and their cost:

- A. Saw cutting of concrete and asphalt pavement to construct the project.
- B. Including but not limited to the removal of asphalt and concrete pavement, the removal of concrete walkways and driveways, the removal of granite, concrete and stone curbing, miscellaneous stone, site materials, including vegetation (trees, stump's, shrubs and ground cover) and other debris removal required to construct the project.
- C. The supply and grading of clean, suitable fill and plant top soil material to construct the sidewalk, greenbelt and side slope areas. Top soil to be supplied in greenbelt and side slopes areas at 2" depth. No rock or construction debris can be used to construct fill slopes.
- D. The relocation and repair of any irrigation facilities and yard lights damaged during project construction activities.
- E. The Contractor shall file & maintain utility locates.
- F. The Contractor shall be solely responsible for utility coordination on the project and will provide a contact to the City at the pre-construction conference.
- G. The Contractor shall provide independent testing services for the project which will include sub- grade compaction and concrete testing as directed by the Engineer. Documentation will be provided at time of payment request.
- H. Trees within the sidewalk area will be pruned to a height of 8 feet as directed by the Engineer. Any trees removal performed during the project will include stump removal or grinding as part of the work. Prior to removal of all landscape vegetation (trees, shrubs and groundcover, the material must be flagged and or marked by the Contractor for removal and then approved by the Engineer.
- I. The Contractor must provide a video of the project area before the project begins and after the project is complete. Each video will be provided to the City once it is complete in an acceptable format.
- J. The contractor will coordinate with Sandy Springs Traffic/Transportation Unit before removal any traffic signage and striping.
- K. The temporary relocation of mailboxes, during construction as stated in above (Special Provisions Section 107.13.F).
- L. Relocation of sanitary sewer cleanouts to grade.
- M. Delays due to relocation of gas service lines and or utility poles.
- N. The removal, reset and or reconstruction of existing wood fence.
- O. As Built Survey Documents
- P. All other items to complete the construction of the project that are not identified in Unit Price Schedule.

END SECTION

Special Provision
700-GRASSING- (SEEDING
and SODDING) for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

Supplemental to GDOT Standard Specification;

700.3.05 PLANTING SEED -THE CONTRACTOR IS REQUIRED TO SOD ALL DISTURBED AREAS IMMEDIATELY AFTER THE SIDEWALK HAS BEEN CONSTRUCTED. APPLYING SEED SHALL BE AT THE ENGINEERS DIRECTION ONLY.

A. Ground Preparation-The Contractor shall prepare the ground by plowing under any temporary grass areas and preparing the soil as follows:

1. Obstructions; Remove boulders, stumps, large roots, large clods, and other objects that interfere with grassing.
2. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 1/2 inch or larger in any dimension and other extraneous materials, including weeds, harmful to plant growth, unless otherwise noted. All sod areas, provide materials free of stones 1/2 inch or larger.
 - i. Topsoil Source (Disturbed Areas): Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, weeds, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - ii. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from provider of naturally well-drained material. Do not obtain topsoil from bogs, marshes or river banks.
 - iii. Topsoil Source (Undisturbed): Amend existing in-place surface soil to produce topsoil. Contractor shall verify suitability of surface soil to produce topsoil. Clean surface soil of roots, plants, weeds, sod, stones, clay lumps, and other extraneous materials harmful to plant growth. An approved local commercial vendor shall provide all topsoil mix. The contractor shall be required to provide a sample of the topsoil to be used for Engineer approval
 - iv. Surface soil may be supplemented with imported or manufactured topsoil from off-site commercial sources. Topsoil displaced from construction sites is not allowed unless the material is preapproved by the Engineer.

B. Grassing Adjacent to Existing Lawns

1. When grassing areas adjacent to residential lawns, the City Engineer may direct the contractor to change the sod type to match the type of grass growing on the adjacent lawn. The Contract Unit Price will be modified for this substitution.

C. INSTALLATION OF SOD- THE CONTRACTOR SHALL Furnish and install sod in all areas shown on the Construction Plans or designated by the City Engineer/Project Manager.

1. TYPE OF SOD: The Contractor shall replace similar type of sod that has been removed. Sod may include; Common Bermuda (Tiff 419), Zeon Zoysia, Meyer Zoysia Sod, Fescue and or other varieties. Prior to removal, the Contractor is to confirm the existing sod type in each PARCEL OF PROPERTY AREA, discuss the proposed sod to be installed with the City Engineer and replace in kind.
2. SOD: shall be nursery-grown and be accompanied with a Georgia Department of Agriculture Live Plant License Certificate or Stamp. Sod shall consist of live, dense, well-rooted material free of weeds and insects as described by the Georgia Live Plant Act.
3. SIZE OF SOD: Furnish block sod; Sod shall be a minimum of 12 inches wide by 2 feet long. Ensure all sod consists of a uniform soil thickness of not less than 1 inch.
4. GROUND PREPARATION: Excavate the ground deep enough and prepare it according to Subsection 700.3.05.A to allow placing of sod. Spread topsoil, meeting the requirements of Subsection 893.2.01, on prepared area to a depth of 4 inches.
5. APPLICATION OF FERTILIZER: Apply lime and fertilizer according to turf supplier recommendations and the Subsection 700.3.05.D within 24 hours prior to installing sod.
6. WEATHER LIMITATIONS: Do not place sod on frozen ground or where snow may hinder establishment. 6. Install Sod Install Sod as follows:
7. PLACEMENT OF SOD: sod by hand so that joints are tightly abutted with no overlaps or gaps. Use soil to fill cracks between sod pieces, but do not smother the grass.
8. STAKING OF SOD: Stake sod placed in ditches or slopes steeper than 2:1 or any other areas where sod slipping can occur.
9. TYPE OF STAKES: Contractor shall use wood stakes that are at least 8 in (200 mm) in length and not more than 1 in (25 mm) wide.
10. ROLL SOD: Once sod is placed and staked as necessary, tamp or roll it using adequate equipment to provide good contact with soil.
11. UNIFORM SURFACE: Use caution to prevent tearing or displacement of sod during this process. Leave the finished surface of sodded areas smooth and uniform.
12. WATERING SOD: After the sod has been placed and rolled or tamped, Contractor is responsible to water as needed to promote satisfactory growth. Refer to turf farm recommendations for frequency and method of watering. Additional watering will be needed in the absence of rainfall and during the hot dry summer months. Water may be applied by Hydro Seeder, Water Truck or by other means approved by the Engineer.
13. INSTALLATION OF DORMANT SOD: Dormant sod can be installed. However, assume responsibility for all sod through establishment and until final acceptance.
14. ESTABLISHMENT: Sod will be inspected by the Engineer at the end of the first spring after installation and at the time of Final Inspection. Replace any sod that is not live and growing. Any cost for replacing any unacceptable sod will be at the Contractor's expense.

D. Application of Nitrogen

1. Apply nitrogen per the turf farm recommendations (typically 50 lbs/acre+-) (56 kg/ha) when specified by the Engineer after plants have grown to 2 in (50 mm) high.
2. One application is mandatory and must be applied before Final Acceptance.
3. Apply nitrogen with mechanical hand spreaders or other approved spreaders capable of uniformly covering the grassed areas. Do not apply nitrogen on windy days or when the foliage is damp.
4. Refer to the turf farms recommendations for application times for turf type used. Typically, do not apply nitrogen between October 15 and March 15 except in Zone 4. In planting zones 3 and 4 apply an additional application of nitrogen.

700.3.06 Quality Acceptance

- A. The City Engineer/Project Manager may require the Contractor to replanting of an area that shows unsatisfactory growth or has been damaged during construction.
- B. Except as otherwise specified or permitted by the Engineer, prepare replant areas according to the Specifications as if they were the initial planting areas.
- C. Use a soil test to determine the fertilizer type and application rate, then furnish and apply the fertilizer.

700.3.07 Contractor Warranty and Maintenance

- A. Begin maintenance immediately after each area is planted and continue until final acceptable of lawn area is established, but for not less than one-year period.
- B. This section includes **A FULL ONE-YEAR WARRANTY OF THE LANDSCAPE IMPROVMENTS** associated with the project. The Contractor is hereby required to furnish labor, materials and equipment for the complete care and maintenance of all landscape improvements shown in Construction Plans. The **One-Year Warranty of Landscape Improvements** will begin at the City of Sandy Springs Final Acceptance of the construction improvements.

1.01 QUALITY ASSURANCE

The Contractor shall demonstrate their capabilities and experience in installation and maintenance of a minimum of five similar projects completed within the last five years with project name, address, names of Owners, overall description of scope of work, and contract value.

- A. Contractor Qualifications: The Firm shall provide evidence of sufficient manpower, equipment and financial resources to complete the Work of the Section.
- B. Supervision: Maintenance shall be supervised by a person(s) having one or more of the following qualifications:
 1. A Certified Nurseryman.
 2. A Licensed Horticulturist.
 3. A professional landscape contractor with a minimum of 5 years of experience in landscape and irrigation construction and maintenance.

- C. Inspection and Approval:
 - 1. All plant material replacement and substitutions are subject to inspection and approval by the Project Engineer and or the City.
- D. The Owner shall be assured of a complete maintenance program and plant guarantee for all trees, plants, lawn and mulch areas such that the quality of all planting and lawns shall not deteriorate, but shall obtain vitality and healthy new growth for the duration of the One- Year Period.
- E. The Contractor is hereby made aware that both the City of Sandy Springs anticipates that the landscape at this site shall be of the highest quality. All work to be performed such as pruning, fertilizing, watering, weeding, irrigation maintenance, edging, spraying, plant installation, over seeding, aerating, and mulching shall be strictly managed and executed and performed by experienced personnel.

1.02 WARRANTY

- A. The Contractor shall guarantee and completely replace at no additional cost to the Owner 100% of the plants, sod or seed area which, in the opinion of the City that fails to maintain a healthy, vigorous condition (excluding theft or vandalism). All replacement plant material shall meet all specification as listed in Landscape Development Specifications and Plant List in regard to species, variety, color and quality. Replacement plant material shall equal that of the plant which is being replaced and/or the size of existing adjacent like specimens.
- B. In the event that the performance of the Contractor should fail to satisfy the standards set forth in the Warranty of Landscape Material as interpreted by the City, the City reserves the right to obtain others to perform such duties and deduct all costs from the Contractor's retainage.
- C. Plant Establishment
 - 1. Preserve, protect, water, reseed or replant, and perform other work as necessary to keep the grassed areas in satisfactory condition. If lawns do not show a healthy, uniform stand of grass, those areas shall be reseeded or resodded as soon as conditions permit, but during the spring or fall seeding periods.
 - 2. Owner's Responsibility: If an area of seeding or sodding during the warranty and replacement period is found to be damaged or destroyed due to vandalism, malicious mischief, vehicle ruts and tracks, or acts of God such as flooding, storm debris, then the Owner shall have the responsibility of replacing those lawn areas without cost or responsibility to the Contractor.
 - 3. Watering: Water the areas during this period to promote maximum growth. The contractor is advised that manual irrigation is to be used as a supplement to rainfall. The contractor is responsible for carefully observing the water requirements for all landscape areas and maintaining healthy, vigorous plant material/ grass areas by manually watering.
 - 4. Apply water in a manner to prevent erosion. Water all turf grass at the time of planting. Water after applying and as necessary to maintain enough moisture to promote plant growth.
 - 5. Apply enough water to wet the soil to a depth slightly below the roots.
 - 6. Mowing: Mow seeded lawn areas after seed has established at least once a week until final acceptance of project. Avoid damaging desirable vegetation.
 - a. Adjust mowing schedule as necessary in order to achieve proper mowing

methods.

- b. Mowing height shall be 1.0 to 1.5" tall during growing season. Scalp Bermuda turfgrass to a height of 0.75" during February to promote turf quality the following growing season.
 - c. Remove no more than one-third (1/3) of the total leaf blade during any one mowing.
 - d. Prevent grass clippings from entering adjacent planting beds or roadway.
 - e. Blow grass clippings off all sidewalks immediately followings each mowing. Do NOT blow grass clippings into roadway. Remove off-site if necessary.
 - f. Edge turf grass along all sidewalks and curbs every other mowing during growing season.
 - g. In addition, mow as necessary to prevent tall grass from obstructing signs, delineation, traffic movements, sight distance, or otherwise becoming a hazard to motorists.
7. Edging: Maintain shapes and configurations of plant beds as installed until final acceptance.
 8. Foreign Matter: Remove all extraneous leaves, weeds, trash, limbs, and debris from plant beds as necessary to constantly maintain a completely clean appearance. This shall occur at each maintenance visit.
 9. Soil Samples: Obtain soil samples from all areas of the site for analysis. Follow by fertilizing and liming recommendations from testing laboratory.
 10. Weed Control: Use chemical and mechanical means to prevent weeds and/or undesirable grasses from encroaching in mulched areas. Maintain a valid, Georgia pesticide applicator and operator's license and use chemicals in strict accordance with federal, state, and county directives on environmental control. Chemicals must have an EPA approval number.

D. Additional Fertilizer Mixed Grade

Apply fertilizer at the rate required by the seed or sod use. Continue annual applications until Final Acceptance. This additional fertilizer will be measured and paid for at the Contract Unit Price for fertilizer mixed grade.

E. Growth and Coverage

Provide satisfactory growth and coverage, ensuring that vegetation growth is satisfactory with no bare spots larger than 1 ft² (0.1 m²). Bare spots shall comprise no more than 1 percent of any given area. An exception is given for seed not expected to have germinated and shown growth at that time.

F. Permissible Modifications

1. When all Items of the work are ready for Final Acceptance except for newly planted repaired areas or other areas with insufficient grass, the Contractor may fill the eroded areas or treat bare areas with sod obtained, placed, and handled according to Subsection 700.3.05.H.
2. Carefully maintain the line and grade established for shoulders, front slopes, medians, and other critical areas.

3. Sod as described above will not be paid for separately, but will be an acceptable substitute for the satisfactory growth and coverage required under this Specification. These areas treated with sod are measured for payment under the Item for which the sod is substituted.

700.4 Measurement

A. Permanent Grassing

Permanent Grassing will be measured for payment by the SF.

B. Mulches

Straw or hay mulch applied to permanent grassing areas will be measured by the ton (megagram). Wood fiber mulch furnished by the Contractor for permanent grassing is not measured for separate payment.

C. Quantity of Sod

Sod is measured for payment by the number of square yards (meters), surface measure, completed and accepted.

D. Water

Water furnished and applied to promote a satisfactory growth is not measured for payment.

E. Quantity of Lime and Fertilizer Mixed Grade

Lime and fertilizer are measured by the ton (megagram). Lime used as a filler in fertilizer is measured by the ton (megagram). Liquid lime is measured by the gallon (liter).

F. Quantity of Nitrogen Used for Permanent Grassing

Nitrogen is measured in pounds (kilograms) based on the weight of fertilizer used and its nitrogen content.

G. Replanting and Plant Establishments

No measurement for payment is made for any materials or work required under Subsection 700.3.06 and Subsection 700.3.07.

H. Temporary Grass

Temporary grass is measured for payment by the acre (hectare) of seed according to Section 163.

700.4.01 Limits: General Provisions 101 through 150.

700.5 Cleanup and Protection.

- A. Contractor is required to clean up at the end of each day. No debris or debris piles are allowed on private property and within the right of way to remain overnight.
- B. Contractor is required to maintain Tree Protection and Erosion Control Fence throughout the duration of the project construction.
- C. Contractor shall keep all sidewalk, driveways, roadways and adjacent lawn areas clean.

700.7 Payment.

- A. **Sod:** Sod will be paid by the square foot in accordance with the following schedule of payments. Payment is full compensation for ground preparation, including addition of

furnishing and installing live sod, and for Plant Establishment. Sod will be paid 100% at Final Acceptance.

- B. **Permanent Grassing:** Permanent grassing will be paid for at the Contract Price per SF complete and in place. Payment is full compensation for preparing the ground, seeding, wood fiber mulch, polyacrylamide, and providing plant establishment and other incidentals. As grassing progress, the Contractor will receive full measurement and payment on regular monthly estimates provided the work complies with the Specifications.
- C. **Straw or Hay Mulch:** Straw or hay mulch required for Permanent Grassing will be paid for according to GDOT Section 163.
- D. **Fertilizer Mixed Grade:** Fertilizer mixed grade will be paid for at the Contract Price per (megagram). Payment is full compensation for furnishing and applying the material.
- E. **Lime:** Lime will be paid for at the Contract Price per ton (megagram). Lime used as a filler in fertilizer will be paid for per ton (megagram). Liquid lime will be paid for per gallon (liter). Payment is full compensation for furnishing and applying the material.
- F. **Nitrogen:** Nitrogen will be paid for at the Contract Price per pound (kilogram) of nitrogen content. Payment is full compensation for furnishing and applying the material.
- G. **Topsoil:** shall be paid by the cubic yard. Prior to bringing Topsoil material on site, the Contractor to provide a sample of Topsoil for Engineer approval.
- H. **Temporary Grass:** Temporary Grass will be paid for under Section 163. Payment

will be made under:

| | | |
|--------------|-----------------------------|-------------------------|
| Item No. 700 | Permanent grassing | Per acre (hectare) |
| Item No. 700 | Agricultural lime | Per ton (megagram) |
| Item No. 700 | Liquid Lime | Per gallon (liter) |
| Item No. 700 | Fertilizer mixed grade | Per ton (megagram) |
| Item No. 700 | Fertilizer nitrogen content | Per pound (kilogram) |
| Item No. 700 | Sod | Per square yard (meter) |

END OF SECTION

Special Provision
900 Stone and Paver Installation
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

900.0039.1 GENERAL

900.009.1.01 WORK INCLUDED

- A. The Type of Stone and Paver and Extent of the material installation is indicated on the construction drawings.

900.0039.1.02 SUBMITTALS

- A. Product Data: Replacement Paves are to match existing pavers on site. Contractor shall submit stone or pave samples, manufacturer's technical data/cut sheets on stone, mortar and or sand to be provided to confirm that the appropriate materials are being used. The contractor shall comply with material installation instructions.
- B. Samples: Submit samples of each type of unit paver to the Engineer, for approval. Also submit samples of setting bed course materials and joint mortar. Include enough samples to show the full range of exposed color and texture to be expected in the completed work. Mortar color is to be used. match existing color.
- C. Warranty: Submit manufacturer's warranty cosigned by Contractor which includes all labor and materials to replace all cracked or chipped pavers and reset any pavers settled or heaved out of plane within two years of substantial completion.

900.0039.1.03 PROJECT CONDITIONS

- A. Cold Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- B. Weather Limitations: Protect unit paver work against freezing when atmospheric temperature is 40 ° F. and falling. Heat materials and provide temporary protection of completed portions of unit paver work. Comply with International Masonry All-Weather Council's "Guide Specification for Cold-Weather Masonry Construction."
- C. Hot Weather Requirements: Protect unit paver work in hot weather to prevent excessive evaporation of mortar, if applicable. Provide artificial shade, wind breaks and use cooled materials, as required above.

900.0039.1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has successfully completed at least three years of unit paver installations similar in material, design and extent to that indicated for this project. At least one person with current Paver Installer Certification from the Interlocking Concrete Pavement Institute (ICPI) shall be present on site during paver installation and this person shall be responsible for supervising the installation of all concrete pavers.
- B. City's Engineer will periodically inspect work.

900.0039.1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect unit pavers and aggregate during storage and construction against wetting by rain, snow or groundwater and against spoilage or contamination from earth or other types of materials.

900.0039.2 PRODUCTS

900.0039.2.01 MATERIALS

- A. Pavers to be as indicated on drawings, complying with ASTM C 936-82, and made from normal weight aggregate, unless otherwise indicated.
- B. Sand: Clean builder's sand. This sand is commonly known as manufactured concrete sand. Mason sand is not acceptable.
- C. Water: Clean, potable, and free of materials detrimental to strength or bond or mortars.

900.0039.3 EXECUTION

900.0039.3.01 INSPECTION

- A. Installer to examine surfaces indicated to receive unit pavers, for compliance with requirements for installation tolerances subgrade slope-to-drain and other conditions affecting performance of unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected.

900.0039.3.02 PREPARATION

- A. Vacuum clean concrete or stone substrates to remove dirt, dust, debris, and loose particles.
- B. Remove substances from concrete or stone substrates that could impair bond of mortar (if applicable), including curing and sealing compounds, form oil, and laitance.
- C. Proof roll prepared subgrade surface to check for unstable areas and areas requiring additional compaction. Do not proceed with installation of unit pavers until deficient subgrades have been corrected and are ready to receive subbase for unit pavers.

900.0039.3.03 INSTALLATION – GENERAL

- A. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in finished work.
- B. Cut unit pavers with motor-driven, diamond blade wet masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- C. Tolerances: Do not exceed 1/32" unit-to-unit offset from plumb (lippage) and a tolerance of 1/8" in 10' from level of slope as indicated for finished surface of paving.
- D. Spread mortar setting bed evenly over concrete sub-base. Thickness of the finished setting bed shall be no more than 1." The bed thickness shall be adjusted so that when the pavers are placed, the top surface of the pavers will be at the required finished grade.
- E. Set pavers in the approved pattern with recommended manufacture paver joints. Use string lines to keep straight paver corner lines. Fill gaps between units with pieces cut to fit from full-size unit pavers. When replacing stone match existing stone patterns and mortar joints

- F. Clean all stains and tire marks off pavers, remove any excess sand remaining after the sand in the paver joints have been watered in and set, and replace cracked or chipped pavers prior to final inspection.
- G. Provide final protection and maintain conditions in a manner acceptable to Installer, which ensures unit paver work being without staining, damage or deterioration.

END OF SECTION

Special Provision 999-9000
Miscellaneous Construction Allowance
For
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

- A. **Pay Item No. 999-9000 is intended for Miscellaneous Construction Allowance** for unforeseen conditions, which may or may not be required to construct the Dudley Lane sidewalk project. The use of the Miscellaneous Construction Allowance shall be directed by the City Engineer.

- B. In the event that the scope of the project, and therefore this contract, needs to be adjusted, either by adding or deducting work, the Contractor agrees to furnish these services (including; labor, material, demolition of items, overhead, profit, insurance, tools, equipment, transportation, supervision and other items necessary) for the **Unit Price that has been provided in the Bid Proposal Form.**

- C. If the City request additional work to be performed that is not listed as a Unit Price in the Bid Proposal Form, the Contractor agrees to make every effort to negotiate an acceptable price with the City of Sandy Springs. If the City of Sandy Springs is unable to negotiate an agreeable price with the Contractor, the City of Sandy Springs reserves the right to negotiate both price and warranties with specialty Contractors for the completion of the work. The Contractor will then be required to include the work that is authorized, and utilize the City authorized specialty subcontractor **under the Miscellaneous Construction Allowance budget.**

- D. **Section 999.2 Prior to the Contractor commencing with work that is to be billed to the 999-9000 Miscellaneous Allowance, the Contractor must get in writing, the approval from the City Engineer for authorization of the additional work. Payment for Miscellaneous Construction Allowance work will be paid only if authorized and approved in writing by the City Engineer.**

- E. **The Final Contract Amount will be reduced by the remaining balance of the 999-9000 Miscellaneous Construction Allowance.**

END SECTION

Special Provision
1450 – Quality Control
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

Supplemental to GDOT Standard Specification;

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to Work of this Section.

1.02 **SUMMARY (All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide.)**

- A. This Section includes Contractors responsibilities of quality control services and extent of quality control services to be performed.
- B. Definitions: Quality control services include inspections and tests, and actions related thereto including reports, but do not include contract enforcement activities performed directly by City Engineer. Quality control services include those inspections and tests and related actions performed by qualified testing agencies and governing actions performed by qualified testing agencies and governing authorities, as well as directly by Contractor.
 - 1. Testing service is required to immediately notify City Engineer of discrepancies observed in the Work performed and to be performed to the Contract Documents.
- C. Inspections, tests, and related actions specified in this Section and elsewhere in Contract Documents are not intended to limit Contractor's quality control procedures which facilitate compliance with requirements of Contract Documents.
- D. Requirements for quality control services by Contractor, as requested or to be requested by City Engineer, Owner, governing authorities, or other authorized entities are not limited by provisions of this Section.
- E. Contractors shall review and become familiar with the requirements of Section 104 Summary of Work for testing of the Work.

1.03 RESPONSIBILITIES

- A. Contractor shall coordinate with a qualified testing agency performing inspections, tests, and quality control services.
 - 1. Construction Manager will schedule services of qualified testing agency to perform services so specified.
 - 2. Owner will only pay for quality control services that have been specified. All other cost for material testing is the Contractors responsibility.

- B. Retest Responsibility: Where results of required inspection, test, or similar service are unsatisfactory (do not indicate compliance of related work with requirements of Contract Documents), retests are responsibility of Contractor. Retesting of work revised or replaced by Contractor is Contractor's responsibility, where required tests were performed on original work.
- C. Responsibility for Associated Services: Contractor is required to cooperate with qualified testing agencies performing required inspections, tests, and similar services. Provide auxiliary services as reasonably requested, including access to work, the taking of samples or assistance with the taking of samples, delivery of samples to test laboratories, and security and protection for samples and test equipment at project site. Responsibilities include the following:
 - 1. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - 2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - 3. Fabricate and install test assemblies using installers who will perform the same tasks for project.
- D. Coordination: Contractor and qualified testing agency performing inspections, tests, and similar services for project are required to coordinate and sequence activities so as to accommodate required services with minimum delay of work and without the need for removal/replacement of work to accommodate inspections and tests. Scheduling of times for inspections, tests, taking of samples, and similar activities is Contractor's responsibility.
- E. Sampling and testing is required for the following Sections of Work and shall be performed by an independent testing material or geotechnical firm, paid for by the City. (From the testing allowance).
 - 1. Cast-In-Place Concrete: Inspection of reinforcing and steel placement.
 - 2. Cast-In-Place Concrete: Field quality control of concrete.
 - 3. Cast-In-Place Concrete: Tests for concrete materials and mix design tests.
 - 4. Masonry Mortar: Field quality control of mortar.
 - 5. Masonry Units: Field quality control of unit masonry and masonry assemblies, and reinforcing placement.
- F. Contractors shall submit to the City Engineer for review, the names and addresses of Geotechnical firm for material and compaction testing to be used in making their required inspections, sampling, and testing as outlined herein or other tests that may be required by the Contract Documents and not covered herein. Geotechnical firms /laboratories must be GDOT pre-qualified and have sufficient experience in making the inspections, sampling, or testing they will be required to complete.
- G. Test results shall be submitted electronically to the City Engineer for their review, approval and files.

PART 2 PRODUCTS Not

Used

PART 3 EXECUTION

3.01 SOIL COMPACTION TESTING

- A. The Contractors shall cooperate and coordinate with the qualified soil testing and inspection service for quality control testing during earthwork operations as follows:
 - 1. Field density test reports.
 - 2. One optimum moisture-maximum density curve for each type of soil encountered.
 - 3. The Contractor shall arrange for Soils Engineer to be on the site for observation and testing during times when the concrete walk and the light pole foundations are being poured.

- B. Percentage of Maximum Density Requirements: Provide not less than following percentages of maximum density of soil material compacted at optimum moisture content, for the actual density of each layer of soil material in place.
 - 1. Lawn, Unpaved Areas, and Borrow Pit: Compact top 6 inches of subgrade and each 8-inch layer of backfill or fill material to 95 percent Modified Proctor maximum dry density.
 - 2. Walkways: Compact top 6 inches of subgrade and each 8-inch layer of backfill or fill material to 95 percent Modified Proctor maximum dry density.
 - 3. Underground Utilities: Provide the preceding requirements for the respective utility location(s).

3.02 INSPECTION OF REINFORCING STEEL PLACEMENT

- A. The Contractor for the Work associated with- Cast-In-Place Concrete, shall cooperate and coordinate with the testing laboratory to perform field inspection of the placement of reinforcing steel prior to, and in some specified instances during the placement of concrete in all reinforced concrete structures, unless specifically noted otherwise.

- B. Inspection shall include the following:
 - 1. All Structures:
 - a. Size of all reinforcing bars. b. Measurement of bar laps.
 - c. Spacing of reinforcing bars.
 - d. Measurement of reinforcing concrete cover.
 - e. Adequacy of reinforcement ties to prevent movement during concrete placement.
 - f. Placement of reinforcing chairs, bolsters, and concrete blocks supporting reinforcement.
 - g. Condition of reinforcing free of corrosion scale, grease, oil, and other foreign materials which would reduce bond of concrete to reinforcement.

 - 2. Slabs-on-Grade:
 - a. Nominal size of welded wire fabric. b. Measurement of fabric lap.
 - c. Type, size, and spacing of supports for welded wire fabric.
 - d. Adequacy of maintaining welded wire fabric in correct position during the concrete placement. If concrete workers walk on fabric during concrete placement, is fabric lifted back in to correct position prior to set of concrete. (THE TESTING LABORATORY SHALL BE PRESENT DURING THE PLACEMENT OF SLABS-ON-GRADE THAT USE WELDED WIRE FABRIC OR REINFORCING STEEL BARS).
 - e. Slabs-on-grade with fibrous reinforcement do not require this inspection.

- C. Report inspection results in writing to the Architect, Construction Manager, and Contractor the same day that tests are made. Reports shall indicate the specific structural items inspected and the location, with column grid references, where possible to clearly indentify the inspected items.
- D. Additional Inspections: Where inspections indicate deficiencies and concrete placement is made prior the correction and retesting of these deficiencies or where concrete placement of any structural item is made without this required inspection, the testing laboratory shall conduct additional tests, including concrete coring, magnetic detection devices, sonic testing devices, and other methods as required to verify the conformance of the reinforcing steel placement to the Contract Documents. The Contractor shall pay for such inspections conducted and other additional inspections as may be required when unacceptable or uninspected reinforcing steel placement is verified.

3.03 CONCRETE TESTING

- A. The Contractor for Cast-In-Place Concrete, shall cooperate and coordinate with the qualified testing laboratory to perform field quality control testing during concrete work under GDOT procedures.
- B. Quality Control Testing During Construction: Perform sampling and testing for field quality control during the placement of concrete, as follows:
 - 1. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94.
 - 2. Slump: ASTM C143, one test for each concrete load at point of discharge, and one for each set of compressive strength test specimens.
 - 3. Air Content: ASTM C231, pressure method; one for every other concrete load at point of discharge or when the indication of change requires.
 - 4. Compression Test Specimens: ASTM C31, one set of 4 standard cylinders for each compressive strength test, unless otherwise directed.
 - a. Cast and store 4 cylinders for laboratory cured test specimens and as specified in ASTM C31.
 - 5. Concrete Temperature: Test hourly when air temperature is 40 degrees F. and below and when 80 degrees F. and above; and each time a set of compressive test specimens is made.
 - 6. Compressive Strength Tests: ASTM C39, one set for each 100 cu.yds. or fraction thereof, of each mix design placed in a day or for each 5,000 sq.ft. of surface area placed, 1 specimen (lab cured) tested at 7 days, 2 specimens (lab cured) tested at 28 days, and 1 specimen (lab cured) retained in reserve for later testing if required.
 - a. When the frequency of testing will provide less than 5 strength tests for a given mix design, conduct testing strength tests for a given mix design, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
 - b. When the total quantity of a given mix design of concrete is less than 50 cu.yds. the strength tests **may be** waived by the Engineer if, in his judgment, adequate evidence of satisfactory strength is provided.
 - c. When the strength of field-cured cylinders is less than 85 percent of companion laboratory cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in- place concrete.

- C. Report test results in writing to the City Engineer, Contractor, and ready-mix supplier on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of Contractor, name of concrete supplier and truck number, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials, type and amount of fibrous reinforcement, compressive breaking strength, and type of break for both 7 day tests and 28 day tests.
- D. Additional Tests: The testing service will make additional tests of in-place concrete, as directed by the City Engineer, when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure. The testing service shall conduct tests to determine the strength and other characteristics of the in-place concrete by compression tests on cored cylinders complying with ASTM C42 or by load testing specified in ACI 318 or other acceptable nondestructive testing methods, as directed. The Contractor shall pay for such tests conducted and other additional testing as may be required, when unacceptable concrete is verified.
- E. Evaluation of Quality Control Tests: Do not use concrete delivered to the final point of placement that has slump or total air content outside the specified values.
 - 1. Compressive strength tests for laboratory-cured cylinders will be considered satisfactory if the averages of all sets of 3 consecutive compressive strength tests results equal or exceed the 28-day design compressive strength of the type or class of concrete; and no individual strength test falls below the required compressive strength by more than 500 psi.
 - 2. Strength tests of specimens cured under field conditions may be required by the City Engineer to check the adequacy of curing and protecting of the concrete placed. Specimens shall be molded by the field quality control laboratory at the same time and from the same samples as the laboratory cured specimens.
 - a. Provide improved means and procedures for protecting concrete when the 28-day compressive strength of field cured cylinders is less than 85 percent of companion laboratory cured cylinders.
 - b. When laboratory cured cylinder, strengths are appreciably higher than the minimum required compressive strength, field-cured cylinder strengths need not exceed the minimum required compressive strength by more than 500 psi even though the 85 percent criterion is not met.
 - c. If individual tests of laboratory cured specimen produce strengths more than 500 psi below the required minimum compressive strength or if tests of field cured cylinders indicate deficiencies in protection and curing; provide additional measures to assure that the load-bearing capacity of the structure is not jeopardized. If the likelihood of low-strength concrete is confirmed and computations indicate the load-bearing capacity may have been significantly reduced, tests of cores drilled from the area in question may be required.
 - 3. If the compressive strength tests fail to meet the minimum requirements specified, the concrete represented by such tests would be considered deficient in strength.
- F. Deficient concrete shall be removed and replaced by the Contractor without additional cost to the Owner.

3.04 CONCRETE MATERIALS AND MIX DESIGN

- A. Concrete Materials and Mix Design: The Contractor(s) for- Cast-In-Place Concrete shall provide the following in conformance with the requirements of Section 03300 - Cast-In-Place Concrete.
1. Ready-mixed concrete shall be mixed and delivered in accordance with ASTM C94.
 2. Product Data: Submit 3 copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures, bonding agents; water stops, joint systems, chemical floor hardeners, and dry shake finish materials.
 3. Laboratory Test Reports: Submit 2 copies of laboratory test reports for concrete materials and mix design tests. The Architect's review will be for general information only. Production of concrete to comply with specified requirements is the Contractor's responsibility.
 4. Mix Design: Submit 3 copies of concrete mix designs for each type of mix required by the Concrete Schedule indicating the amount of each ingredient (by weight) in one cubic yard of concrete, the calculated water/cement ratio, and the slump, two weeks prior to placement of concrete.
- B. Tests for Concrete Materials
1. For normal weight concrete, test aggregates by the methods of sampling and testing of ASTM C33.
 2. For lightweight concrete, test aggregates by the methods of sampling and testing of ASTM C330.
 - a. For Portland cement, sample the cement and determine the properties by the methods of test of ASTM C33.
 3. Submit written reports for each material sampled and tested, prior to the start of Work. Provide the project identification name and number, date of report, name of Contractor, name of concrete testing service, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.
- C. Submit signed statement from ready-mix plant that concrete furnished for the Project will exactly conform to the approved design mixes.

3.05 TESTS FOR FF/FL: Refer to GDOT specifications.

3.06 TESTS FOR MORTAR

- A. The Contractor for the installation of the Masonry Units, shall cooperate with a qualified testing laboratory to perform field quality control testing during the masonry work, unless specifically noted otherwise.
- B. For colored and noncolored mortars test for compressive strength by the methods of sampling and testing of ASTM C109 and ASTM C780.
- C. Submit written reports for each material sampled and tested. Provide the project identification name and number, date of report, name of contractor, name of testing service, source of aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.
- D. If the compressive strength tests fail to meet the minimum requirements specified; the mortar represented by such tests would be considered deficient in strength.

- E. Deficient mortar shall be removed and replaced by the Contractor without additional cost to the Owner.

3.07 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking, and similar services performed on Work, repair damaged Work and restore substrates and finishes to eliminate deficiencies including defects in visual qualities of exposed finishes.
- B. Except as otherwise indicated, the Contractor shall comply with requirements of Contract Documents for "Cutting and Patching." Protect Work exposed by or for service activities and protect repaired Work.
- C. Repair and protection is Contractor's responsibility, regardless of assignment of responsibility for inspection, testing, or similar service.

END OF SECTION

Special Provision
3301- Cast In Place Concrete
for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15, 2018

Supplemental to GDOT Standard Specification:

PART 1 GENERAL

1.01 SUMMARY

This Section specifies cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Furnish formwork and form accessories according to ACI 301.

2.02 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Fabric: ASTM A185, fabricated from as-drawn steel wire into flat sheets.

2.03 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150, Type 1.
- B. Normal-Weight Aggregate: ASTM C33, uniformly graded, not exceeding 1-1/2-inch (38 mm) nominal size.
- C. Water: Potable and complying with ASTM C94.
- D. Synthetic Fiber: Fibrillated or monofilament polypropylene fibers engineered and designed for use in concrete, complying with ASTM C1116, Type III, ½ to 1-inch (13 to 25 mm) long.

2.04 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures. Do not use admixture containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C260.
- C. Water-Reducing Admixture: ASTM C494, Type A.
- D. High Range, Water Reducing Admixture: ASTM C494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C494, Type E. F.
Water-Reducing and Retarding Admixture: ASTM C494, Type D.

2.05 RELATED MATERIALS

- A. Vapor Retarder: Multi-ply reinforced polyethylene sheet, ASTM E1745, Class C, not less than 10 mils (0.25 mm) thick.
- B. Joint Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber, or ASTM D1752, cork or self-expanding cork.

2.06 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, nonmolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq.yd. (305 g/sq.m) dry.
- C. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type I, Class B. F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C1315, Type I, Class A.

2.07 CONCRETE MIXES

- A. Comply with ACI 301 requirements for concrete mixtures.
- B. Prepare design mixes, proportioned according to ACI 301, for normal-weight concrete determined by either laboratory trial mix or field test data bases, as indicated on schedule.
- C. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu.yd. (0.60 kg/cu.m.)

2.08 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with ASTM C94.
 - 1. When air temperature is between 85 and 90 deg. F. (30 and 32 deg. C.), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg. F. (32 deg. C.), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete material and concrete according to ASTM C94. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For mixer capacity of 1 cu.yd. (0.76 cu.m.) or smaller, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixer capacity larger than 1 cu.yd. (0.76 cu.m.), increase mixing time by 15 seconds for each additional 1 cu.yd. (0.76 cu.m.).
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

END OF SECTION

**Special Provisions Section UC-
Utility Conflicts for
Dudley Lane Sidewalk Improvement Project
TO#16-024 and TO# T6016-2. February 15,
2018**

- A. Utility companies having known facilities that conflict with the construction of this project have been directed by the City to adjust or relocate their facilities and will be notified of the contract award.
- B. Contractor shall conform to all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the project. Refer to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with attention to Subsection 107.21.
- C. Contractor shall coordinate the Work with any work to be performed by others in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where stage construction is required, notify the utility owner when each stage of work is completed and the site is available for utility work to proceed.
- D. Information concerning utility facilities known to exist within the project limits, including the list of owners, is shown on the plans.
- E. Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities. The Contractor is required to give the utility at least 60 days written notice directing the removal and relocation, and the utility is required to begin removal within a reasonable time thereafter.
- F. Under agreements with the City, all local service telephone companies, all Electric Membership Cooperatives and certain other utilities, are liable for delays to construction that is due to the utilities failure to clear conflicts within reasonable time.
- G. In accordance with Subsection 105.06 of the Specifications, the City of Sandy Springs and the Georgia Department of Transportation will not liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them.

END OF SECTION

**EXHIBIT M
TO CONTRACT AGREEMENT**

**NOTICE TO CONTRACTORS
COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS
(Bidder to sign and return)**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, _____, and I further certify that:

- (1) The provisions of Section 46-3-30 of the Official Code of Georgia Annotated, relating to the “High Voltage Safety Act” will be complied with in full; and
- (2) The provisions of OSHA 29CFR1910.333(c) relating to work near high voltage power lines; and
- (3) The provisions of Part 4 of the National Electrical Safety Code.
- (3) The Contractor shall be required to ensure that each subcontractor hired is in compliance with the provisions listed above.

Date: _____

CONTRACTOR:
Signature: _____
Title: _____

APPENDICES

1. AFFIDAVITS
 - Affidavit Verifying Status for City Public Benefit Application
 - Contractor Affidavit Under O.C.G.A. §13-10-91(b(1))
2. CORPORATE CERTIFICATE
3. BONDS
4. LIST OF SUBCONTRACTORS
5. CERTIFICATE OF QUALIFICATION GEORGIA DEPARTMENT OF TRANSPORTATION
6. Plan Cover Sheet

**Affidavit Verifying Status
for City Public Benefit Application
(Bidder to sign and return)**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
(Bidder to sign and return)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was

then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____ Georgia _____.

This _____ day of _____, 2018.

(Seal)

(Signature)

BID BOND
(BID BOND TO BE RETURNED WITH BID)

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Sandy Springs Georgia
7840 Roswell Rd., Bldg.-500, Sandy Springs, Georgia 30350

herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs, Georgia, a proposal for furnishing materials, labor and equipment for:

ITB 18-065 DUDLEY LANE SIDEWALK PROJECT T-6016-2

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Sandy Springs, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Sandy Springs, Georgia, and otherwise, to be and remain in full force and virtue in law; and

the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Sandy Springs, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof. Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs. Georgia
7840 Roswell Rd., Bldg.-500, Sandy Springs, Ga. 30350

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for:

ITB 18-065 DUDLEY LANE SIDEWALK PROJECT T-6016-2

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed hereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. § 36-91-1 et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

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

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST BY:

Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)
(Address)

(Witness as to Surety)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia
7840 Roswell Rd., Bldg.-500, Sandy Springs, Georgia 30350

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract hereto attached, with the Obligee, dated _____ for:

ITB 18-065 DUDLEY LANE SIDEWALK PROJECT T-6016-2

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished

or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

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

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

ATTEST

(Surety)

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

MAINTENANCE BOND

CITY OF SANDY SPRINGS, GEORGIA
PROJECT NO: FULTON COUNTY, GEORGIA

BOND NO:

KNOW ALL MEN BY THESE PRESENTS

That we, _____ as Principal, and
_____ as Surety, are held and firmly bound unto the
CITY OF SANDY SPRINGS, GEORGIA, as Obligee in the sum of 1/3 of the contract bid for the
payment of which said Principal and Surety bind themselves, their heirs, administrators,
executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Sandy Springs for
ITB 18-065 DUDLEY LANE SIDEWALK PROJECT T-6016-2
and said work has now been completed and the Obligee desires a maintenance bond
guarantee said streets and improvements for a period of one (1) year beginning
_____ and ending _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
fully indemnify and save harmless the City of Sandy Springs from any and all loss, costs,
expenses or damages, for any repairs or replacements required because of defective
workmanship or materials in said construction, then this obligation shall be null and void;
otherwise to be and remain in full force and effect as to any such claim arising within one (1)
year from the completion of said construction as set forth in said agreement.

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

Witness:

(Principal)

(Name of Surety. Company)

(Attorney-in-fact) _____

LIST OF SUBCONTRACTORS
(Bidder to complete and
return)

I do _____, do not _____, propose to subcontract some of the work on this project. I
propose to
Subcontract work to the following subcontractors:

Company Name: _____

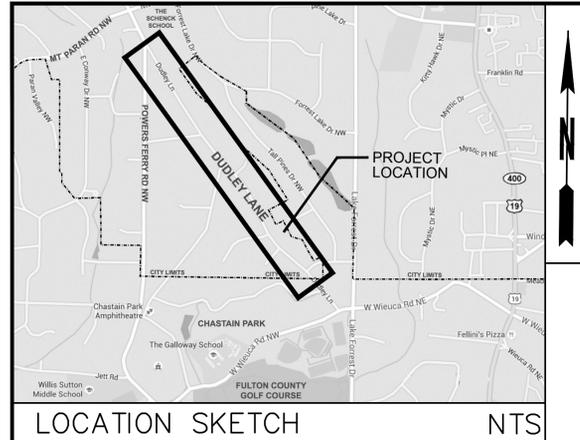
| | | | |
|-------|----------------|-----------|--------------|
| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| GA. | T.O. 16-024 | 1 | 68 |

CITY OF SANDY SPRINGS DEPARTMENT OF PUBLIC WORKS FULTON COUNTY, GEORGIA

CONSTRUCTION PLANS FOR DUDLEY LANE SIDEWALK PROJECT

FROM POWERS FERRY RD TO WORTH DR (EAST SIDE OF DUDLEY LANE)
FROM WORTH DR TO CITY LIMITS (WEST SIDE OF DUDLEY ROAD)

CITY OF SANDY SPRINGS PIN: TO#16-024



CITY OF SANDY SPRINGS
MAYOR, RUSTY PAUL
CITY COUNCIL DISTRICT 1: JOHN PAULSON
CITY COUNCIL DISTRICT 2: KEN DISHMAN
CITY COUNCIL DISTRICT 3: CHRIS BURNETT
CITY COUNCIL DISTRICT 4: GABRIEL STERLING
CITY COUNCIL DISTRICT 5: TIBERIO "TIBBY" DEJULIO
CITY COUNCIL DISTRICT 6: ANDY BAUMAN
CITY MANAGER: JOHN MCDONOUGH

FUNCTIONAL CLASS:
MINOR STREET

THIS PROJECT IS 100% IN FULTON COUNTY AND IS 100% IN CONGRESSIONAL DISTRICT NUMBER 11.

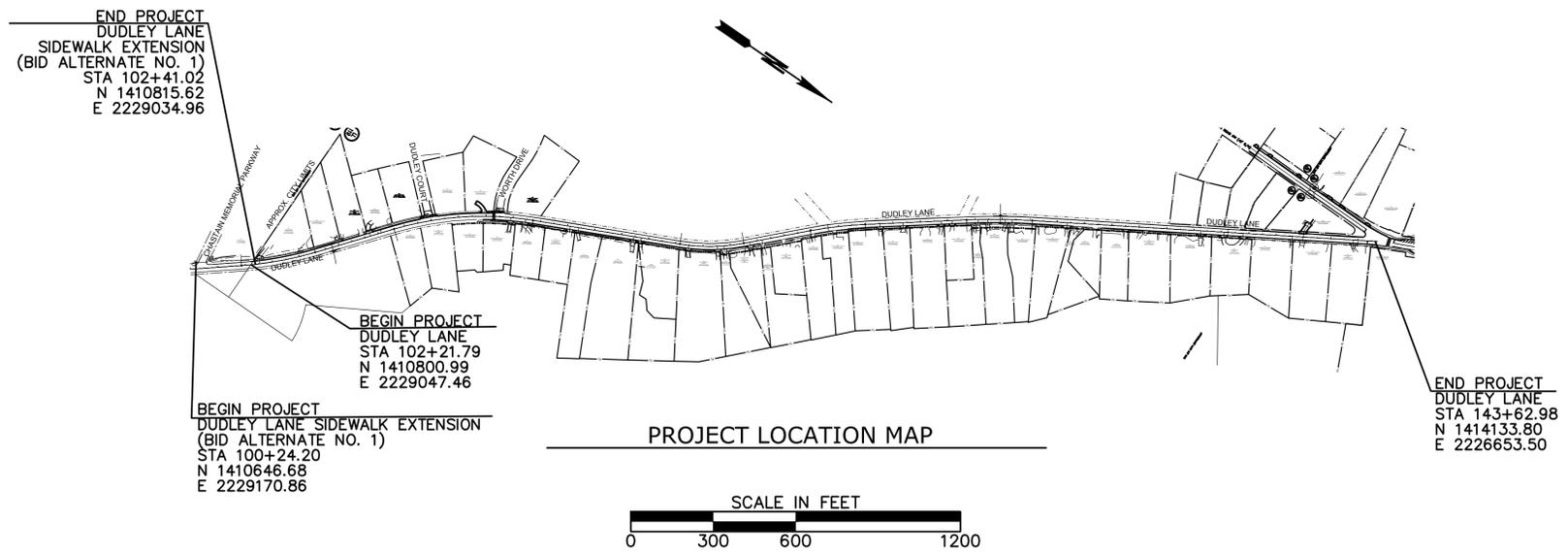
LAND DISTRICT NUMBER: 17
LAND LOT: 119,120

SPEED LIMIT: 25 MPH
SPEED DESIGN: 25 MPH

DESIGNED IN ENGLISH UNITS.

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF (NAD83)/11 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

THIS PROJECT HAS BEEN DESIGNED TO COMPLY WITH TITLE II PROVISIONS OF THE AMERICANS WITH DISABILITY ACT (ada).



| | |
|-------------------------|-------------|
| LENGTH OF PROJECT | DUDLEY LANE |
| NET LENGTH OF ROADWAY | 0.78 MILES |
| NET LENGTH OF BRIDGES | — |
| NET LENGTH OF PROJECT | 0.78 MILES |
| NET LENGTH OF EXCEPTION | — |
| GROSS LENGTH OF PROJECT | 0.78 MILES |

DATA FOR THIS PROJECT WAS ACQUIRED BY SURVEY BY ATKINS DATED JULY AND AUGUST 2016.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.



ATKINS

1600 RIVEREDGE PARKWAY, NW, SUITE 700
ATLANTA GEORGIA 30328
PH: 770.933.0280

| | |
|----------------------------------|---------------------------------------|
| DATE | PUBLIC WORKS DIRECTOR |
| PLANS COMPLETED - MARCH 19, 2018 | |
| REVISIONS | |
| 02-29-18 | # 1 - STA. 139+50.00 - 143+20.67 LEFT |
| | |
| | |
| | |
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| | |
| | |

M:\CROSS - Task Order 16-024 - Dudley Lane Sidewalk Project\CAD\01 COVER.dwg Mar 19, 2018 - 3:40pm hayes8741