SANDY SPRINGS™
GEORGIA

INVITATION TO BID #20-030

MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2

Pre-Bid Conference:
October 23, 2019; 10 a.m.
City Hall at City Springs
Barfield Training Room- 2nd Floor
1 Galambos Way
Sandy Springs, GA 30328

Bid Due Date:
November 7, 2019; no later than 2:00 p.m.

Bids will only be accepted online through the Bonfire Portal at *https://sandysprings.bonfirehub.com/projects/view/19609*. Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

General Information:

1. All communications regarding this solicitation must be with the assigned Procurement Agent, Delores Hill, purchasing@sandyspringsga.gov.

2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A https://sandysprings.bonfirehub.com/projects/view/19609. Questions are due **no later than October 25, 2019; 5:00 p.m**. Questions received after this date and time may not be answered.

3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at https://sandysprings.bonfirehub.com/projects/view/19609. It is the Offeror's responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.

4. 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 20-030, City of Sandy Springs, Mt. Vernon to Hildebrand Multipurpose Path T0062-2** for the Public Works Department. **Bidders are required to submit a breakdown of the percentage of work of the Prime and of the**

subcontractors for review. 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.

5. 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 **one hundred thirty (130) 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.

6. The form of contract ("Model Contract") the City intends to execute with the selected contractor is included for your review.

7. 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.

8. The City of Sandy Springs is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

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 #20-019
MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2

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 20-030, City of Sandy Springs, **Mt. Vernon to Hildebrand Multipurpose Path T0062-2** for the Public Works Department. **Bidders are required to submit a breakdown of the percentage of work of the Prime and of the subcontractors for review.** 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 at Barfield Conference Room on 2nd Floor on October 23, 2019, 10:00 AM at the City of Sandy Springs, 1 Galambos Way, Sandy Springs, GA 30328.** Deadline for questions from prospective contractors is **October 25, 2019; 5:00 p.m.** Questions received after this date and time may not be answered.

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 **one hundred thirty (130)** 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:

MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2

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 **one hundred thirty (130)** calendar days from the initial Notice to Proceed.

The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMP's)

throughout the term of the project.

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*

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

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.

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
1 Galambos Way, Sandy Springs, Georgia 30328

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 20-030, City of Sandy Springs, Mt. Vernon Multipurpose Path Project T0062

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)

_____

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

CONTRACT AGREEMENT

For

MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2
("Project")

Between

CITY OF SANDY SPRINGS, GEORGIA
("City")

and

_____
("Contractor")

ITB # 20-030

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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 **ITB 20-030, City of Sandy Springs, Mt. Vernon Hwy Multipurpose Streetscape Project T0062** (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. 20-030 (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 **Bidders are required to submit a breakdown of the percentage of work of the Prime and of the subcontractors for review.**

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 thirty (130) Calendar Days**, in accordance with the Contract Documents. **One hundred and thirty (130) 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 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.

7.4.4 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 E, CERTIFICATION OF SPONSOR - DRUG-FREE WORKPLACE, and incorporated herein.

7.4.5 The Contractor shall execute a certification and shall cause all Subcontractors to execute a certification in the form of EXHIBIT F, 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*.

7.4.6 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.

7.4.7 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).

7.4.8 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).

7.4.9 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 The parties hereto recognize that work performed outside will at times be subject to adverse weather conditions. Further, the parties hereto agree that usual weather conditions include adverse weather that may impact scheduled work and that time has been factored in to the Contract Time to account for such adverse weather. Cumulative to the provisions of subparagraph 8.1.5 of this Contract Agreement, Contract Time may be extended for unusually adverse weather conditions that prevent the performance of scheduled work. For the avoidance of doubt, "scheduled work" shall only include work impacted by adverse weather that was made part of the most recent Schedule of Work submitted to and accepted by the City pursuant to subparagraph 7.8.1. For the further avoidance of doubt, "unusually adverse" shall only mean days in excess of the days factored in to the Contract Time for usual adverse weather for each month as follows: January (7 days), February (6 days), March (5 days), April (3 days), May (3 days), June (2 days), July (1 day), August (3 days), September (3 days), October (2 days), November (4 days), and December (5 days). Contract Time may not be extended for

days lost due to adverse weather conditions within these limits. In addition to the requirements set forth in Subparagraph 8.1.5, the Contractor's written notice and claim for extension of time shall include a description of the adverse weather, the nature and extent of the delay caused by such weather, official weather reports, and other supporting documentation as the City may reasonably require. To 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, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX

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.

9.2.4 All subcontractors including DBE firms are to be GDOT registered subcontractors or prequalified contractors.

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 G, 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:

Peggy Merriss, Interim City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

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: _____
Peggy Merriss, Interim 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-0062-2, Mt. Vernon Hwy Multipurpose Streetscape, to install approximately 350 LF of sidewalk and associated improvements.

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 <u>EXHIBIT H, "SPECIAL PROVISIONS"</u>, 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.

Any contract quantities above the plan quantities will be placed as directed by Engineer. Any quantities paid for under the "miscellaneous construction" pay item will be placed as directed by Engineer and the contractor will provide a quote for review by the Engineer prior to execution of work.

The contractor shall use Georgia Power's pre-qualified fence contractors to perform the fencing work on this project. See Section 643 for list of pre-qualified contractors.

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

EXHIBIT B
TO CONTRACT AGREEMENT
BID SCHEDULE

T0062-2 Mt. Vernon Multipurpose Path						
Item No.	Pay Item	Description	Estimated Qty.	Unit	Unit Price	Total Price
1	150-1000	Traffic Control - Project	LUMP	LS		
2	163-0232	Temporary Grassing	0.5	AC		
3	163-0240	Mulch	6	TN		
4	165-0010	Maintenance of Temporary Silt Fence, TP A	700	LF		
5	171-0010	Temporary Silt Fence, Type A	1400	LF		
6	210-0100	Grading Complete	LUMP	LS		
7	441-0016	Driveway Concrete, 6 IN TK	75	SY		
8	441-0104	Conc Sidewalk, 4 IN	400	SY		
9	441-4030	Conc Valley Gutter, 8 IN	25	SY		
10	441-5002	Conc Header Curb, 6 IN, TP2	30	LF		
11	441-5004	Conc Header Curb, 10 IN, TP 4	100	LF		
12	515-2050	Handrail Special Design	80	LF		
13	573-2006	Unddr Pipe Drainage Aggr, 6 IN	100	LF		
14	608-3000	Brick Piers (All Inclusive)	11	EA		
15	610-6605	Remove Lighting Standard	1	EA		
16	643-8030	Gate, 20' Wide	2	EA		
17	643-8412	12' Vinyl-Coated Chain Link Fence (All Inclusive)	500	LF		
18	700-7000	Agricultural Lime	1	TN		
19	700-8000	Fertilizer Mixed Grade	1	TN		
20	700-8100	Fertilizer Nitrogen Content	18	LB		
21	700-9300	Sod - Cynodon Dactylon "TIF 419" - Bermuda Grass	278	SY		
22	702-0239	Ilex X "Mary Nell" - Mary Nell Holly"	12	EA		
23	702-0335	Hesperaloe Parviflora - Red Yucca	73	EA		
24	702-0341	Hydrangea Paniculata "Limelight" - Limelight Hydrangea	14	EA		
25	702-0358	Ilex Cornuta "Burfordii Nana" - Dwarf Burford Holly	50	EA		
26	702-5015	Juniperus Scopulorum "Blue Arrow" - Blue Arrow Juniper"	12	EA		
27	702-0560	Liriope Muscari "Big Blue" - Big Blue Liriope	184	EA		
28	702-0610	Loropetalum Chinense Rubrum "Purple Diamond" - Purple Diamond Loropetalum	56	EA		
29	702-0610	Loropetalum Chinense Rubrum "Zhushou" - Zhuzhou Loropetalum	34	EA		
30	702-0666	Muhlenbergia Capillaris - Pink Muhly Grass	35	EA		
31	702-0708	Osmanthus Fragrans - Sweet Olive	14	EA		
32	702-9025	Landscape Mulch	278	SY		
33	702-1059	Thuja Occidentalis "Smaragd" - Emerald Green Aborvitae	6	EA		
34	708-1000	Complete Landscape Mix (12" Depth)	263	CY		
35	766-7020	Drip Irrigation	8800	SF		
36	999-0001	Misc. Construction Allowance - As Directed By Engineer	ALLOW			$25,000.00

Total Bid Price: _____

Total Bid Price in Words: _____

EXHIBIT C
TO CONTRACT AGREEMENT

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 twenty (120) 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.

TOTAL BID PRICE: _____

TOTAL BID PRICE IN WORDS: _____

COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINT / TYPE NAME: _____

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

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

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.

CONTRACTOR:

Date: _____ Signature: _____
Title: _____

EXHIBIT F
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.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT G
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, 1 Galambos Way, Sandy Springs, Georgia 30328.

EXHIBIT H
TO CONTRACT AGREEMENT
SPECIAL PROVISIONS

GEORGIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS

All special provisions listed on this page apply to this project, MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2. See the following pages for the special provisions:

Section 108—Prosecution and Progress

Section 150—Traffic Control (includes 150.11 SP)

Section 515—Handrail – Ferrous Metal and Pipe

Section 608—Brick Piers

Section 643—Fencing

Section 700—Grassing

Section 702—Vine, Shrub, and Tree Planting

Section 766—Irrigation System

Section 890—Seed and Sod

SPECIAL PROVISION
MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2

City of Sandy Springs, Georgia
T0062-2

Modifications of the GDOT Standard Specifications, 2013 Edition

108 - Prosecution and Progress

Retain Sub-Section 108.08 as written and add the following:

A. Intermediate Contract Time

1. Special Conditions – Roadway

Failure to open the lanes as specified in Special Provision 150.00A will result in the assessment of Liquidated Damages at the rate of $1,000 per day.

When provided notice from the City, Failure to maintain or establish traffic control devices and layout as specified in Subsection 150.11 will result in the assessment of liquidated damages at the rate of $500.00 per Calendar day.

All liquidated damages specified above are cumulative and are in addition to those which may be assessed in accordance with the contract for failure to complete the overall project.

SPECIAL PROVISION
MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2

City of Sandy Springs, Georgia
T0062-2

Modifications of the GDOT Standard Specifications, 2013 Edition

150.11 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 a.m. and 5:00 p.m. and lane closures are only permitted from 9:00 a.m. to 4:00 p.m.

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:

No work shall be allowed during the following dates due to holidays:

July 4-7, 2019 – Independence Day (holiday weekend)
August 31, 2019 – September 2, 2019 – Labor Day (holiday weekend)
October 12-14, 2019 - Columbus Day (holiday weekend)
November 28, 2019 – December 1, 2019 – Thanksgiving (holiday weekend)
December 25, 2019 – Christmas Day
January 1, 2020 – New Year's Day
January 18-20, 2020 - Martin Luther King, Jr. Day (holiday weekend)
February 15-17, 2020 – President's Day (holiday weekend)
May 23-25, 2020 - Memorial Day (holiday weekend)
July 4-5, 2020 – Independence Day (holiday weekend)
September 5-7, 2020 – Labor Day (holiday weekend)
October 10-12, 2020 – Columbus Day (holiday weekend)
November 26-29, 2020 – Thanksgiving (holiday weekend)
December 25-27, 2020 – Christmas (holiday weekend)

Lane closures shall not be allowed during the weekends of the Georgia Tax Free Weekends.

SPECIAL PROVISION
MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2

City of Sandy Springs, Georgia
T0062-2

Modifications to the GDOT Standard Specifications, 2013 Edition

515 - Handrail – Ferrous Metal and Pipe

EXTERIOR METAL RAILINGS AND GUARDRAILS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.02 SUMMARY OF WORK

A. Provide exterior metal railings and guardrails, as indicated on Drawings and as specified herein. Include, but do not limit to:

1. Stainless steel posts with stainless steel handrail.

1.03 REFERENCES

1. Comply with applicable requirements of following standards. Where these standards conflict with other specified requirements, the most restrictive requirement shall govern.

1. American Institute of Steel Construction (AISC):
   Code — Code of Standard Practice for Steel Buildings and Bridges
   Specification — Specification for the Design, Fabrication and Erection of Structural Steel for Buildings

2. American Iron and Steel Institute (AISI):
   Specification — Specifications for the Design of Light Gage Cold-Formed Steel Structural Members

3. American Society for Testing and Materials (ASTM):
   A36 — Structural Steel
   A53 — Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Weleded and Seamless
   A123 — Zinc (Hot-Galvanized) Coatings on Productis Fabricated from Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strips
   A153 — Zinc Coating (Hot-Dip) on Iron and Steel Hardware
   A167 — Stainless and Heat Resisting Chomium-Nickel Steel Plate, Sheet and Strip

A307	Carbon Steel Externally Threaded Standard Fasteners
A312	Seamless and Welded Austenitic Stainless Steel Pipe
A325	High Strength Bolts for Structural Steel Joints
A385	High-Quality Zinc Coatings (Hot-Dip)
A386	Zinc Coating (Hot-Dip) on Assembled Steel Products
A446	Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
A492	Specification for Stainless Steel Rope Wire
A500	Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
A501	Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
A510	General Requirements for Wire Rods and Course Round Wire, Carbon Steel
A554	Welded Stainless Steel Mechanical Tubing
A555	Stainless Steel Wire
A569	Steel, Carbon (0.15 Maximum, Percent) Hot-rolled Sheet and Strip Commercial Quality
A1011/A1011M-12b	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability and Ultra-High Stength
A1008/A1008M-12a	Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Stength Low-Alloy, High-Strength Low-Alloy with Improved Formabilty, Solution Hardened and Bake Hardenable
A666	Austenitic Stainless Steel Sheet, Strip, Plate and Flat Bar
A743	Castings, Iron-Chromium, Iron-Chromium Nickel and Nickel-Base Corrosion-Resistant for General Application
E894	Anchorage of Permanent Metal Railing Systems and Rails for Buildings
E935	Test methods for Performance of Permanent Metal Railing Systems and Rails for Buildings
E985	Specifications for Permanent Metal Railing Systems and Rails for Buildings

4. State of Georgia Building Code:

Code	Building Code

5. American Welding Society (AWS):

D1.1	Structural Welding Code – Steel
D1.6	Structural Wleding Code – Stainless Steel

6. Corps of Engineers (CE):

CRD-C-621	Specification for Nonshrink Grout

1.04 SUBMITTALS

A. Product Data: Submit manufacturer's printed product data, specifications, standard details, installation instructions, use limitations and recommendations for each material used. Provide certifications that materials and systems comply with specified requirements.

B. Shop Drawings: Provide large scale shop drawings for fabrication, installation and erection of all parts of the work. Provide plans, elevations, and details of anchorages, connections and accessory items. Provide installation templates for work installed by others. Show all interfaces and relationships to work of other trades.

1. Shop drawings that include elements designed by the fabricator must be **signed and sealed by professional engineer licensed in the State of Georgia**. Alternatively, Design Professional shall require a signed and sealed cover letter with the shop drawings substantiating the design information. **The design engineer must review and confirm in writing that the shop and erection drawings properly incorporate their design.**

C. Field Measurements: Take all necessary field measurements before preparation of shop drawings and fabrication. Do not delay progress of the job. If field measurements are not possible prior to fabrication, allow for field cutting and fitting.

D. Initial Selection Samples: Submit samples showing complete range of colors, textures, and finishes available for each material used.

E. Verification Samples: Submit representative samples of each material that is to be exposed in the completed work. Show full color ranges and finish variations expected. Provide samples having minimum size of 144 sq. in.

F. Welders Certification: Provide certifications, signed by Contractor, certifying that welders employed at project comply with requirements specified under AWS D1.1 and D1.6.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: Arrange for installation of ornamental metal spcified in this Section by the same firm that fabricated it.

B. Fabricator Qualifications: Firm experienced in successfully producing metal fabrications similar to that indicated for this Project, with sufficient production capacity to produce required units without causing delay.

C. Quality Welding processes and welding operators in accordance with the following:

1. AWS D 1.1/D1.1M, "Structural Welding Code - Steel"

2. AWS D 1.2/D1.2M, "Structural Welding Code-Aluminum"

3. AWS D1.6 "Structural Welding Code-Stainless Steel"

D. Engineer Qualifications: Professional engineer licensed to practice in jurisdiction where project is located and experienced in providing engineering services of the kind indicated that have resulted in the successful installation of metal fabrications similar in material, design, and extent to that indicated for this Project.

E. Mockups: Build mockup for each type railing and guardrail assembly indicated on the Drawings to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation. Each mockup shall be full height x 5 ft. long.

1. Schedule mock-up for acceptance 30 days prior to constructing railings represented by the mockups.

2. Locate mock-up in non-public areas accepted by the Design Professional.

3. Continue to build mock-ups until acceptable mock-ups area produced. Accepted mock-ups shall be the standard of workmanship for the work.

4. Protect accepted mock-ups from damage until completion and acceptance of the work represented by the mock-up.

5. Remove mock-ups from site at completion of project, as directed by the Design Professional.

F. Shop fabricate work to the greatest extent possible. Clearly label pieces in shop to facilitate field assembly.

1.06 DELIVERY, STORAGE AND HANDLING

A. Store work off of the ground and under cover. Protect from damage. Maintain shop applied coatings until installation is complete. Sequence deliveries to avoid delays, but minimize on-site storage.

1.07 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with ornamental metal by field measurements before fabrication and indicate measurements on Shop Drawings.

1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating railings without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.

1.08 COORDINATION

A. Coordinate installation of anchorages for ornamental metal items. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.09 PERFOMANCE REQUIREMENTS

A. Structural Performances: Provide installed handrail and railing and guardrail assemblies complying with following structural performances, unless otherwise indicated:

1. Live loads shall be not less than the minimum required by law.
    a. Handrails and Railings: Capable of withstanding 300 lb.(public spaces) 200 lb. (private spaces) concentrated loads applied at any point, any direction, and uniform loads of 100 lb. per lineal feet (public spaces). 50 lb. per lineal feet (private spaces) These two load conditions do not act concurrently.
    b. Guardrails: Capable of withstanding uniform loads of 100 lbs. per sq. ft. of gross area of guard, including open areas. This load does not act concurrently with concentrated and uniform loads acting on top rails.
    c. In addition, the top railing shall be capable of resisting a force of 200 lbs. applied at any point in any direction. Design and construction shall be such as to assure that under these design live loads there shall be no failure of any member or connection, deflection of not more than L/360 of length of any member, and without permanent deformation of any member or fastener.
    d. Factor of safety shall not be less than 2-1/2 to 1.

B. Thermal Movement: Design and engineer work of this section which allows for expansion and contraction throughout ambient temperature range of 120 degrees F.

PART 2 PRODUCTS

2.01 STAINLESS STEEL

A. Metal Surfaces, General: For metal fabrications exposed to view upon completion of the work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials whose exposed surfaces exhibit pitting, seam marks, roller marks, and rolled trade names.

B. Stainless Steel

1. Stainless Steel Tubing: ASTM A 554; Grade 304L, unless otherwise indicated or required for design loading.

2. Stainless Steel Pipe: ASTM A 312A 312M; Grade 304L.

3. Stainless Steel Castings: ASTM A 743/A 743M; Grade CF 8M or CF 3M.

4. Stainless Steel Sheet, Strip, Plate and Flat Bar: ASTM A 666: Type 304L.

5. Stainless Steel Bars and Shapes: ASTM a 276: Type 304L.

6. Stainless Steel Cable Assembly: Type 316 stainless steel, 1/8 inch diameter by length as required, 1X19 construction, cable assembly, with stainless steel internal thread adjuster.

    a. Cable assemblies and fittings.
        i. Cables: Polished finish, commercial, dry grade.
        ii. Fittings: Swage Style; Type 316 stainless steel, vibratory / tumble finish.
    b. Provide stainless steel hardware and fasteners.
    c. Accessories: Stainless steel protector sleeves, rubber grommets, beveled washers and additional accessories as recommended by manufacturer for installation conditions.

2.02 STAINLESS STEEL FASTNERS

A. Fastners: Unless otherwise indicated, provide the following:

1. Stainless-Steel Items: Type 316 stainless steel fastners.

2. Dissimilar Metals: Type 316 stainless steel fastners.

B. Fastners for anchoring railings to other construction: unless otherwise indicated, select fastener of type, grade and class required to produce connections sutiable for anchoring indicated items to other types of construction indicated and capable of withstanding design loads.

C. Provide concealed fasteners for interconnecting components and for attaching ornamental metal items to other work, unless otherwise indicated.

1. Provide tamper-resistant screws for exposed fastners, unless otherwise indicated.

D. Anchors: Provide cast-in-place anchors, fabricated from corrosion-resistant materials capable of sustainging, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installing in concrete, as determined by testing according to ASTME E 488, conducted by a qualified independent testing agency.

2.03 MISCELLANEOUS MATERIALS

A. Provide anchors, bolts, sockets, sleeves, and other parts required for securing each item of work to other construction.

1. Anchor bolts, bolts smaller than 5/8 in., and fasteners shall be steel castings conforming to ASTM A 307. Bolts larger than 5/8 in. shall conform to ASTM A 325.

B. Provide exposed fastenings of same material and finish as metal to which applied, unless otherwise noted.

C. Welding rods: Conform to AWS Standards and recommendations of welding rod manufacturer.

D. Welding Rods and bare electrodes: Select according to AWS specification for metal alloy welded.

1. For stainless steel railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength and compatibility in fabrication items.

2.04 EPOXY GROUT

A. Provide non-shrink, non-metallic, non-corrosive epoxy grout conforming to the following requirements. Provide grout specifically recommended by manufacturer for exterior applications of type specified in this section:

1. Grout shall be manufactured specifically for use in supporting heavy loads.

2. Shrinkage at 28 days: None (0.00 shrinkage when tested in accordance with ASTMC827 modified procedure) with a minimum effective bearing area (EBA) of 95 percent coverage of the tested base plate.

3. Compressive strength, minimum: 10,000 psi at seven days, when tested in accordance with ASTM C579.

4. Initial setting time: Approximately one hour at 70 degrees F.

5. Provide flowable consistency as necessary for the particular application.

6. Epoxy grouts which are volatile and which give off noxious fumes are not acceptable.

2.05 FABRICATION, GENERAL

A. Assemble items in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces. Fabricate work to be truly straight, plumb, level and square and to sizes, shapes, and profiles indicated on approved shop drawings. Ease exposed edges. Cut, reinforce, drill and tap metalwork as necessary for proper assembly and use.

   1. Fabricate all miscellaneous metal supports, brackets, braces and the like required to fully complete the work of this Section.

   2. Coordinate with work of other Specification Sections to ensure proper interface of various parts of the work.

   3. Obtain loading requirements from suppliers of work to be supported and design and fabricate support systems with factor of safety of at least 6.

B. Form ornamental metal to required shapes and sizes, true to line and level with true curves and accurate angles and surfaces. Finish exposed surfaces to smooth, sharp, well-defined lines and arris. Take special care in choosing materials that are smooth and free of blemishes such as pits, roller marks, trade names, scale and roughness. Fabricate work with uniform, hairline tight joints. Form welded joints and seams continuously and grind flush and smooth to be invisible after painting. For exposed fasteners, use hex head bolts or Phillips head machine screws.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form simple and compound curves in bars and extruded shapes by bending members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces.

E. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

F. Mill joints to a tight, hairline fit. Cope or miter corner joints. Fabricate connections that will be exposed to weather in a manner to exclude water.

G. Provide weep holes where water may accumulate.

H. Provide necessary rebates, lugs, and brackets to assemble units and to attach to other work. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items, unless otherwise indicated.

I. Comply with AWS for recommended practices in shop welding. Weld behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded joints of flux, and dress exposed and contact surfaces.

J. Provide castings that are sound and free of warp, cracks, blowholes, or other defects that impair strength or appearance. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks.

2.06 FINISHES, GENERAL

A. Comply with NAAMM "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to application and designations of finishes.

2.10 STAINLESS STEEL FINISHES

A. Remove tool and die marks and stretch lines, or blend into finish..

B. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.

C. Unless otherwise indicated: Satin Finish: No. 4

D. When polishing is completeed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

E. Run grain of directionally texutured finishes with long dimension of each piece.

PART 3 EXECUTION

3.01 PREPARATION

A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, including concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

B. Set sleeves in concrete with tops flush with finish surface elevations; protect sleeves from water and concrete entry.

3.02 INSTALLATION, GENERAL

A. Provide anchorage devices and fasteners where needed to secure ornamental metal to in-place construction.

B. Perform cutting, drilling, and fitting required to install ornamental metal. Set products accurately in location, alignment, and elevation; measured from established lines and levels. Provide temporary bracing or anchors in formwork for items to be built into concrete, masonry, or similar construction.

C. Fit exposed connections accurately together to form tight, hairline joints or, where indicated, with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding, and grinding are required for proper shop fitting and jointing of ornamental metal, restore finishes to eliminate evidence of such corrective work.

D. Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing, or provide new units as required.

E. Install concealed gaskets, joint fillers, insulation, and flashings as work progresses.

F. Restore protective coverings that have been damaged during shipment or installation. Remove protective coverings only when there is no possibility of damage from other work yet to be performed at same location.

1. Retain protective coverings intact; remove coverings simultaneously from similarly finished items to preclude nonuniform oxidation and discoloration.

G. Field Welding: Comply with applicable AWS specification for procedures of manual shielded metal arc welding, for appearance and quality of welds, and for methods used in correcting welding work. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Grind exposed welded joints smooth and restore finish to match finish of adjacent surfaces.

3.03 INSTALLATION OF STAINLESS STEEL PIPE RAILINGS AND HANDRAILS

A. Verify alignment, support dimensions, and tolerances are correct.

B. Inventory components to ensure all required items are available for installation. Inspect components for damage. Remove damaged components from site and replace.

C. Strictly comply with manufacturer's instructions and recommendations, except where more restrictive requirements are specified in this Section.

D. Installation, General: Provide anchorage devices and fasteners necessary for fastening handrail and railing systems to in-place construction as indicated on the Drawings. Coordinate and furnish anchorages, templates, setting drawings, instructions and recommendations for installation of items embedded in concrete or masonry construction.

E. Corrosion Protection: Provide neoprene pad, or coat concealed surfaces of metal with heavy coat of bituminous paint when metal surfaces will be in contact with grout, concrete, masonry, wood or dissimilar metals, as indicated on the Drawings.

F. Adjust railings prior to anchoring to ensure matching alignments at abutting joints. Space posts at intervals indicated, or as required by design loading.

3.04 TOLERANCES

A. The following allowable installed tolerances are allowable variations from locations and dimensions indicated by the Contract Document and shall not be added to allowable tolerances indicated for other work.

1. Allowable Variation from True Plumb: ± 1/8 in. in 20 ft. - 0 in.

2. Allowable Variation from True Level: ± 1/8 in. in 20 ft. - 0 in.

3. Allowable Variation from True Line: ± 1/8 in. in 20 ft. - 0 in.

3.04 ADJUSTING AND CLEANING

A. Clean stainless steel by washing thoroughly with clean water and soap and rinsing with clean water. Dry with soft nonabrasive cloth.

3.05 PROTECTION

A. Protect finishes of railing systems and handrails from damage during construction period. Remove any protective covering if used at time of Substantial Completion.

B. Restore finishes damaged during installation and construction period so that no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units.

END OF SECTION 515

DEPARTMENT OF TRANSPORTATION

FULTON COUNTY

SPECIAL PROVISION

City of Sandy Springs, Georgia
T0062-2

Section 608 – Brick Piers

608.1 GENERAL DESCRIPTION

Brick Veneer Piers – 13'6" tall, brick veneer pier with precast cap and precast accent band. Faced all sides.

608.2 MATERIALS

Ensure that all materials meet the requirement of the Plans and Specifications, including GDOT minimum standards.

608.3 CONSTRUCTION REQUIREMENTS

To be installed by contractor per Hardscape Plans and Specifications.

608.4 MEASUREMENT

Brick wall complete, in place and accepted, is measured for payment by each. The cost includes all components of the concrete block, rebar, and concrete subbase and all materials required for complete installation.

608.5 PAYMENT

This work will be paid for at Contract Each. Such payment will be full compensation for furnishing all material including labor, material, equipment, handling, placing and any incidentals to complete the work.

Payment will be made under:

Item no. 608-3000 – Brick Piers

DEPARTMENT OF TRANSPORTATION

FULTON COUNTY

SPECIAL PROVISION

City of Sandy Springs, Georgia
T0062-2

Section 643 – Fencing

The contractor shall use Georgia Power's pre-qualified fence contractors to perform the fencing work on this project.

List of Georgia Power's pre-qualified fence contractors:

- Central Fence	Phone: (478) 237-4061
-Vanquish Fencing	Phone: (404)769-3446
-Tusco Fencing	Phone: (205)722-9162
-Ameri-Star Fencing	Phone: (918)906-7242"

643.1 General Description

This work includes constructing fence and gates according to these Specifications where shown on the Plans or designated by the Engineer. Ensure that this work conforms with the lines and grades shown on the Plans. The fence types covered by these Specifications are:

- Chain-link
- Aluminum privacy slats

643.1.01 Definitions

General Provisions 101 through 150.

643.1.02 Related References

A. Standard Specifications

Section 500—Concrete Structures
Section 645—Repair of Galvanized Coatings
Section 862—Wood Posts and Bracing
Section 863—Preservative Treatment of Timber Products
Section 894—Fencing

B. Referenced Documents

General Provisions 101 through 150.

643.1.03 Submittals
Furnish the Engineer, in duplicate, a materials certification for temporary barrier fence physical properties according to Section 106 of the Specifications.

643.2 Materials

Ensure that materials conform to the following Specifications:

Material	Section
Concrete (Class B)	500
Metal Caps	862.2.01.A.5
Chain Link Fence (Fabric, Posts, Gates, and Accessories)	894.2.01
Woven Wire Fence (Fabric, Gates, and Posts)	894.2.02
Ground Rods and Connectors	894.2.04

A. Chain-Link Fence

Use the fencing material shown in Subsection 894.2.01. Ensure that posts, fabric, aluminum privacy slats, wire, appurtenances, and gates when required, are the same or matching type for each Project, unless otherwise directed.

643.2.01 Delivery, Storage, and Handling
Do not store barbed-wire, woven-wire fence fabric, steel posts, aluminum privacy slats, hardware, and other materials on the ground. Place them in floored buildings, on platforms, or on wooden timbers or poles. Ensure that the floors, platforms, or props are high enough to prevent the wire and steel posts from touching ground or surface water.

Wire or steel posts that are damaged from improper storage between fabrication and final erection will be rejected.

643.3.01 Personnel
General Provisions 101 through 150.

643.3.02 Equipment
General Provisions 101 through 150.

643.3.03 Preparation
General Provisions 101 through 150.

643.3.04 Fabrication
General Provisions 101 through 150.

643.3.05 Construction

Construct fence (except for field fence) within the right-of-way line. Do not allow the permanent installation to encroach on adjacent property.

A. General Fencing Requirements

Follow these general requirements when placing the fence:

1. Construct the fence to follow the contour of the ground. Place the bottom of the fence fabric at least 1 in (25 mm) from the ground surface, but no more than 6 in. (150 mm).
2. Clear the fence line a maximum of 8 ft (2.4 m) wide and grade where necessary to provide a neat appearance.
3. When the ground profile in low areas changes abruptly, use longer posts to maintain the ground clearance.
4. Connect the existing cross fences to new fencing, except for obviously unserviceable fences.
5. Place corner or end posts, whichever is appropriate, at the junction with existing fences and fasten the wires in the new and existing fences to the posts.
6. Install corner or pull posts for new fencing without placing tension on existing fence posts. At structures, fasten new fencing to end posts to permit livestock to pass through or under the structure freely, unless otherwise directed or shown on the Plans

B. Posts and Appurtenances

Follow these steps to install posts and appurtenances:

1. Place and install the posts as shown on the Plans.
2. Encase the corner, end, and pull posts in concrete as shown on the Plans.
3. Replace posts damaged by driving. When posts are set in concrete, fill the entire hole around the post with Class A or B concrete.
4. Hand mix concrete for batches of 1/2 yd^3 (0.5 m^3) or less. Firmly brace the posts and hold them in place until the concrete has set.
5. Ensure that the distance between the end, pull, and corner or angle post assemblies does not exceed the following:

For chain-link fence, straight line	500 ft (150 m)
For chain-link fence, curved line	250 ft *(75m)

6. On end, pull, and corner or angle post assemblies for woven-wire fence, add additional approach posts for greater stability when necessary or as directed by the Engineer.
7. Set posts placed on concrete walls, slabs, or as indicated on the Plans.

8. Repair the posts after cutting or drilling. Repair galvanized steel posts according to Section 645. Repair other metal posts according to the manufacturer's recommendations.

C. Fence Erection

Install fence fabric when posts are set in concrete footings, delay installing the fabric or wire to allow the concrete to cure at least 5 days.

Install aluminum privacy slats per manufacturer's recommendations.

D. Gates

Ensure that the gate assemblies are the length, height, and type designated on the Plans. Install the gate to provide a 180-degree swing.

Weld the gate frames into units. Properly coat them after welding according to Section 894.

Stretch fabric that matches the fence fabric taut over the gate frame. Provide gate assemblies with a positive-type locking device, padlock, and keys.

E. Electrical Ground

Wherever a power line carrying more than 600 volts passes over the fence, install a ground rod.

1. Install the ground rod at the nearest point directly below the point of crossing.
2. Where possible, drive the rod into the ground for a full 8 ft (2.4 m) of penetration.
   a. In rocky soil, drive the rod slanted to provide 18 in (450 mm) of cover at the tip.
   b. In solid rock, install two ground rods at the nearest post on each side of the power line crossing where soil conditions will permit.
3. Use clamps to attach a length of No. 6 AWG bare copper, 7-strand wire between the fence and the ground rod.

F. Trespassing on Private Property

To trespass on private property outside the right-of-way or easements provided on the Plans, obtain permission from the property owner for the intrusion.

Use field fence for replacing fence outside the right-of-way or for providing temporary fence at locations shown on the Plans or directed by the Engineer. Field fence is considered permanent unless it is specified as temporary.

643.4 Measurement

Fence will be measured by the linear foot (meter) along the bottom of the fence, from the outside of end posts for each continuous run of fence. Measurement for payment includes posts, post assemblies, pull, corner, and gate posts, and gates unless gates are a separate Pay Item.

When gates are paid for separately, they will be measured as complete Units of the type and size specified and installed.

643.4.01 Limits

General Provisions 101 through 150.

643.5 Payment

The accepted quantities of fence, measured as indicated above, will be paid for at the Contract Unit Price per linear foot (meter) of the specified type and height of fence. Payment includes gates unless the gates are paid for separately.

The accepted quantity of gates, when listed as a separate Pay Item, will be paid for at the Contract Unit Price for each type and size of gate specified, complete in place, including posts and hardware, locks, keys, and other incidentals shown on the Plans.

Payment includes clearing and grubbing, grading, excavating, backfilling, disposing of surplus materials, and furnishing materials and incidentals such as molten lead or cement filler on concrete walls, slabs, or solid rock to complete the work.

When field fencing is temporary, payment includes removal. Materials salvaged from temporary field fence remain the Contractor's property.

The accepted quantities of temporary barrier fence measured as indicated above will be paid for at the Contract unit price per linear foot (meter) of fence. Payment to complete the item includes all necessary clearing, installation of fence including hardware and other incidentals, and removal of the fence. The barrier fence, posts, and all incidentals become the property of the Contractor upon removal.

Payment will be made under:

Item No. 643	Field fence, special design	Per linear foot (meter)
Item No. 643	Special design: chain-link fence (type B), (height 8) in (ft), wire gauge 9	Per linear foot (meter)
Item No. 643	Special design: chain-link fence (type B), (height 12) in (ft), wire gauge 9	Per linear foot (meter)
Item No. 643	Gate (fence type B) (size 20)	Per each

643.5.01 Adjustments
General Provisions 101 through 150.

Payment will be made under:

Item no. 643-8408 – Fencing
Item no. 643-8412 – Fencing

SPECIAL PROVISION
MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2

City of Sandy Springs, Georgia
T0062-2

Modifications of the GDOT Standard Specifications, 2013 Edition

700 - Grassing

Delete Section 700.5.F as written and add the following:

700.5 Payment

F. SOD:

Sod will be paid by the square yard in accordance with the following schedule of payments. Payment is full compensation for ground preparation, including addition of topsoil, furnishing and installing live sod, and for Plant Establishment. Sod shall be paid when 100% in one lump sum with no incremental payments.

100% of the contract Price per square yard will be paid at the satisfactory completion of installation.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

City of Sandy Springs, Georgia
T0062-2

Section 702—Vine, Shrub, and Tree Planting

702.1 General Description

This Work includes furnishing and planting vines, shrubs, trees and plants, treating regenerated areas, and environmental mitigation planting for riparian buffers and tidal marsh areas.

The Contractor shall provide a copy current certification as a Georgia Landscape Professional through the University of Georgia Center for Urban Agriculture prior to being approved to perform The Work.

702.1.01 Definitions

General Provisions 101 through 150.

702.1.02 Related References

A. Standard Specifications

Section 108—Prosecution and Progress

Section 214—Mitigation Site Construction

Section 700—Grassing

Section 882—Lime

Section 891—Fertilizers

Section 893—Miscellaneous Planting Materials

B. Referenced Documents

Standardized Plant Names

ANSI A300 Part 1 Pruning Standards

ANSI Z60.1 American Standards for Nursery Stock

702.1.03 Submittals

A. Certificates of Inspection

Submit certificates of inspection with the invoice for each shipment of plants as required by law for transportation.

File certificates with the Engineer before the material is accepted. Plants may be rejected at the site regardless of Federal or State government inspections at the place of growth.

B. Substitutions

When both primary and alternate plants are specified, use the alternate only after providing written proof that the primary plants specified are not available. In this case a Supplemental Agreement is not required to use the alternate plants.

When a primary or an alternate plant cannot be furnished, provide the Engineer written proof that neither is available. A Supplemental Agreement is required for substitute plants in this case.

Use approved substitute plants, as designated by the Engineer, equal in value to specified plants. Request substitutions at least thirty (30) days before the end of the planting season in the area.

702.2 Materials

Ensure that materials meet the requirements of the following Specifications:

Material	Section
Water	700.2.B
Agricultural Lime	882.2.01
Fertilizers	891.2.01
Plant Topsoil	893.2.01
Landscape Mulch	893.2.02
Vines, Shrubs, Trees, and Miscellaneous Plants	893.2.03
Tree Paint	893.2.06
Prepared Plant Topsoil	893.2.07
Stakes	893.2.08
Organic Soil Additives	893.2.09

A. Plant Specifications

Furnish plants according to the plant name and Specifications included on the plan sheets..

1. Plant Names

   Ensure that the botanical and common names of plants specified conform with the most current edition of Standardized Plant Names, as adopted by the American Joint Committee on Horticultural Nomenclature.

2. Plants should be clearly labeled at the nursery. Labels should remain on the plants until inspected by the engineer.

3. Grades

   Ensure that plants meet the grade requirements of the most current American Nursery and Landscape Association ANSI Z60.1 and any other requirements.

   Caliper used for establishing plant grades or trunk sizes is measured according to the American Nursery and Landscape Association ANSI Z60.1. Plant trees with straight stems and symmetrical branches according to their natural growth. Trees with broken or damaged terminal or main stems will be rejected. There shall be a single dominant leader to the top of the all large canopy shade trees. There can be a double leader in the top 10% of the tree height.

   Trees should be rooting into the root ball so that soil or media remains intact and trunk and root ball move as one when lifted, but not root bound. The trunk should bend when gently pushed and should not be loose so it pivots at or below the soil line.

There shall be no roots greater than 1/10 diameter of the trunk circling more than one-third the way around in the top half of the root ball. Roots larger than this may be cut provided they are smaller than one-third the trunk diameter.

The leaf-bearing crown should be full and uniform. Leaves should show no evidence of chlorosis, necrosis, disease or insect infestation.

B. Bare root seedlings

Use nursery-grown bare root seedlings which are a minimum of three (3) feet (1 meter) in height above the ground with a 1/4 inch (6.35mm) caliper, and a minimum primary root length of five inches (5) unless specified differently on the plan drawings.

Use approved substitute plants, as designated by the Engineer, equal in value to specified plants. Request substitutions at least 30 calendar days before the end of the planting season in the area. Wet swale bare root *Juncus effuses* shall be fresh divisions with a full, dense root base.

C. Nursery Plants

Unless otherwise specified, use plants stock-grown in a licensed nursery under intensive care and cultivation for at least one year. The largest branches of shade trees should be spaced at least 6 inches apart. The branch system shall be normally developed and free of disease, injurious insects, disfiguring knots, sun-scald, injuries, bark abrasions, dead or dry wood, broken terminal growth, or other disfigurements. Stems should show no evidence of die-back. Ensure that proper certificates of inspection and a complete list of the nursery growers accompany nursery grown plants. See Subsection 893.2.03.

D. Approval and Selection of Materials and Work

Select materials and execute operations required under the Specifications and drawings with the approval of the Engineer. Remove rejected materials from the site promptly.

702.2.01 Delivery, Storage, and Handling

A. Bare-Rooted Plants

Protect bare root plants from drying out until planted. Uncovered roots without moisture-loss gel coating shall be exposed to air no longer than 15 minutes.

B. Balled and Burlapped Plants (B&B)

1. Burlap shall be a natural biodegradable material. Do not use synthetic burlap.
2. Replace plants rejected because of broken or loose balls, or balls of less diameter than that specified.
3. Protect the roots of balled and burlapped plants from moisture loss, unless they are planted immediately after they are delivered.
4. Plants shall be harvested with the ball of earth in which they are growing intact.

C. Container-Grown Plants

Keep container-grown plants moist but well drained until planted. Handle plants by the container or soil ball and not by the top growth.

D. Heeled-in Plants

Properly maintain heeled-in plants until they are planted. Do not allow plants to remain heeled-in over the summer or for over 30 days without the Engineer's consent.

E. Injury Prevention

Injured plants will be rejected. Protect tops of shrubs and trees while in transit to prevent windburn.

F. Live Willow Stake Material

Live stakes shall be moistened, capable of rooting, without injury and stripped of all stems and leaves with a minimum of scarring. The stakes shall be from 5 to 8 feet (1.5m to 2.4m) in length with a basal

end of 0.5 to 1.5 inches (1.27cm to 3.8cm) in diameter. The top ends shall be blunt and cut square and the butt ends angled.

702.3 Construction Requirements

702.3.01 Personnel

General Provisions 101 through 150.

702.3.02 Equipment

General Provisions 101 through 150.

702.3.03 Preparation

A. Inspect Plant Material Before Digging

The Engineer will inspect trees or plants from the bidder's source for acceptability and conformity to specification requirements for approval by the Engineer. When rejecting the trees or plants, the Engineer reserves the right to pursue and examine other sources of plants to find acceptable specimens. This change will not constitute an increase in cost to the State.

B. Clear and Grub

Clear and grub the planting area before planting or beginning to prepare the plant bed, unless noted differently on the plans. See Section 201.

C. Prepare Plant Bed

Prepare for planting as follows:

1. Planting Limits

   Stake planting limits according to Plan details and the Engineer. Have the Engineer approve the method of plant identification before planting.

   For median plantings, keep any woody plant a minimum of 3 feet (1m) from the edge of the plant bed to avoid vegetative growth into the roadway.

   For stream buffers identified as "Stream Buffer" or "wet swales", on plans, the plant species shall be planted in a random, intermixed manner throughout the entire planting area. At the edges of the planting zone, keep new plants a minimum of 8 feet (2.4m) from existing trees or permanent structures.

2. Applications of Soil Additives

   a. Apply fertilizer and lime to the plant bed according to the soil test report.

   b. Spread an organic soil additive, (See Subsection 893.2.09), evenly throughout the designated area to at least 2 in (50 mm) deep. Thoroughly dig it into the soil to at least 6 in (150 mm) deep using a rotary hoe type tiller or other equipment that evenly mixes the soil, lime, fertilizer, and organic soil additive.

   c. Till the area until the surface is smooth and free of weeds, roots, rocks, and other debris, to the satisfaction of the Engineer.

   d. If the planting area lies within multitrophic native planting area, a stream buffer, wetland, wet swale, or marsh the addition of fertilizer or lime is prohibited.

702.3.04 Fabrication

General Provisions 101 through 150.

702.3.05 Construction

A. Seasonal Limitations for Planting

For geographic seasonal limitations, refer to the Planting Zones Map found in Subsection 700.3.05. Plant in Zones 1 and 2 between October 15 and March 15. Plant in Zones 3 and 4 between November 1 and January 1.

B. Planting Operations

Plant using the method called for on the details and plan sheets. Before beginning planting of each area, have available the necessary materials including prepared plant topsoil (see Subsection 893.2.07), water, stakes, and mulch. Plants shall be installed as straight/upright as possible. Any plants found to be leaning or broken will not be accepted or paid for by the engineer.

When seasonal limitations and weather conditions permit, continuously water, mulch, guy, provide tree guards, and stake as indicated on the plans and details until completing the last operation.

After completing planting, provide a method for retaining water adjacent to the plant according to the details shown on the Plans or as directed by the Engineer.

Protect marsh restoration areas from vehicles and machinery. Typical protective barriers are not to be used in tidal areas. Stakes that remain secure and are taller than the highest tide, flagged with highly visible flagging tape, are required to mark the area to be protected and off-limits for vehicles and machinery.

1. Planting By the Pit Method
   a. Placing Bare-Rooted Plants

      Plant bare-rooted plants delivered to the pit area. Protect roots from drying out until placing them in the pit.

      1. Center plants in pits and spread roots as they originally grew.
      2. Cover and prepare the topsoil according to details shown on the Plans.

   b. Placing Balled and Burlapped Plants

      Immediately plant these plants after they are delivered to the pit site.

      1. The pit diameter shall be a minimum of 3 times the diameter of the rootball. Center the ball in the prepared pit, leaving the top of the ball 1 in (25 mm) above the top of the ground for settlement.
      2. Cut away and remove the top 1/3 of burlap from the rootball. Cut all ropes and twine, pull the nails, and drop the remaining burlap to the bottom of the hole. Cut away and remove all wire from the root ball.
      3. Partially fill the pit with prepared plant topsoil and compact the soil enough to hold the ball firmly. Add mycorrhizal innoculant to plant topsoil if specified in plans.

   c. Placing Container-Grown Plants

      When the container is delivered to the pit site, split the container from top to bottom and carefully remove the plant.

      1. The pit diameter shall be a minimum of 3 times the diameter of the rootball. Spread into the hole any major roots growing around the container or prune them to remove any circular growth.
      2. Place the ball in the center of the prepared pit, leaving the top of the ball 1 in (25 mm) above the top of the ground for settlement.
      3. Partially fill the pit with prepared plant topsoil and compact the soil enough to hold the ball firmly. Add mycorrhizal innoculant to plant topsoil if specified in plans.

   d. Completing Pit Plantings

      After placing pit plantings, water plants thoroughly the same day regardless of weather or soil moisture conditions.

1. After the water has soaked in, add prepared plant topsoil and compact firmly up to 2 in (50mm) below the adjacent ground.
2. Stop compacting when the compacted prepared topsoil is 2 in (50 mm) below the adjacent ground.
3. Fill the remainder of each pit with loose, prepared plant topsoil according to the details shown on the Plans.
4. Prepare the loose topsoil to retain water adjacent to the plant according to the Plans or as directed by the Engineer.

e. Live Stake Plantings

1. Plant live willow stakes at four (4) ft (1.2m) intervals or as indicated on the drawings with the buds facing upward.
2. Eighty (80) percent of the stake shall be installed below ground, leaving twenty (20) percent extending above ground.
3. Stakes shall be placed deep enough to reach the water table during the dry season at an angle perpendicular to the slope.
4. Pack soil firmly around the hole after installation.
5. Install live willow *(Salix spp.)* stakes only in the dormant season, according to the planting details and landscape plan notes.
6. Replace any live stakes that split during installation.

2. Planting using a Dibble, Hoedad, or Reinforced Planting Shovel for Wet Swale and Bare Root Seedlings.

   Planting shall only be done when there is adequate moisture in the ground and when the ground is not frozen.

   Provide proper root positioning and contact with the soil, and eliminate all air pockets around roots. Roots of seedlings shall not be pinched or bent in a sideways or upturned direction.

   Each tree, division, or wet-swale plant shall be inserted into the hole such that the root collar of the tree will be at ground level after backfilling is complete. Allowance for burying the root collar below ground level shall not exceed one-half inch in depth. In no case shall planting result in the root collar remaining above ground level. The soil back-filled around the root system shall be compacted sufficiently to support the plant. Mow or use a string trimmer to a height of 1 in (25 mm) in the area designated for restoration. Do not trim wet swale or retention basins where standing water is present.

   Grass the area designated for restoration with a native restoration or riparian seed mix and apply wheat straw mulch to the area before planting seedlings.

   Plant within 48 hours after mowing or string trimming the site.

3. Restoration and enhancement of tidal marsh areas are subject to possible wave energy, requiring the use of a plant anchor for each plant. See planting plan sheets and details for plant anchor and anchoring descriptions.

C. Landscape Mulching

1. For Pit Plantings

   Follow these requirements when mulching for pit plantings:

   a. Where the distance between plants is 8 ft (2.4 m) or less, spread mulch throughout and 3 ft (900 mm) beyond the outermost plants. Where plants are more than 8 ft (2.4 m) apart, apply mulch in a circular fashion around each plant, forming a ring 5 ft (1.5 m) in the outside diameter.

   b. If plant pits are greater than 5 ft (1.5 m) in diameter, ensure that the mulch extends out to cover the berm as shown in the planting details on the Plans.

c. Apply mulch within 3 days of planting at least 4 in (100 mm) in depth to obtain a compacted depth of at least 3 in (75 mm).

d. Compaction occurs naturally. Check compaction at least two months after spreading and exposing the mulch to the elements.

e. If the compacted depth is less than 3 in (75 mm), apply additional mulch to deficient areas within 1 month following notification.

f. Apply mulch to a uniform depth and remove lumps for a neat appearance. Tuck mulch neatly against all paving edges, drainage structures, and where planting beds meet grassed areas.

g. Leave a 1 in (25 mm) to 2 in (50 mm) ring of non-mulched area directly around all tree trunks.

h. Do not mulch with Cypress Mulch.

2. For Plantings using a Dibble, Hoedad, or Reinforced Shovel

   Apply landscape mulch according to Subsection 702.3.05.C.1 with the following exceptions:

   a. Apply mulch before planting.

   b. Use only wheat straw mulch in restoration areas.

   c. Ensure that the mulch coverage is open enough to allow seed germination to take place and dense enough to conserve moisture in the seed bed.

3. For Native Multitrophic or Stream Buffer Restoration Planting Areas wheat straw shall be the only types of mulch used.

4. Do not use mulch in a wet swale or tidal marsh area. Do not mulch wet swale or retention ponds where standing water is present.

D. Wrapping

Do not wrap the trucks of tree unless specified in the plans. When wrapping is specified, tightly wrap the trunks of deciduous trees over 1.25 in (32 mm) in caliper. Wrap in strip burlap or waterproof crepe tree wrapping paper or other approved materials.

1. Begin wrapping at the ground and extend spirally up and beyond the first rosette of branches with an overlap of one half the width of the wrapping material.

2. Tie the wrapping material securely with binder twine spaced every 12 in (300 mm) for the full length of the wrapping. Wrap immediately after planting.

E. Staking and Guying

1. Do not use staking and guying unless specified in the plans or details.

2. Perimeter Staking

3. Place perimeter stakes 2 in x 2 in x 36 in (50 mm x 50 mm x 900 mm). Stake the perimeter of indicated regenerated areas within specified planting dates according to the Plans or as directed by the Engineer. Keep staking for tidal marsh areas secured with supports taller than the highest tide with highly visible flagging tape to mark the area as off-limits for vehicles and machinery.

4. Vine, Shrub, and Miscellaneous Plant Staking

5. Use stakes to identify isolated vines, shrubs, and miscellaneous plants outside of solid mulched beds according to Plan details.

6. Tree Staking and Guying

7. Stake trees using a system that will prevent trees from leaning or tilting and keep the root ball stable until the roots become anchored. The system should allow the top some movement and flexibility without damaging the tree.

F. Pruning

1. Prune plants on the site before planting and after initial inspection by the Engineer as needed for the health of the plant. Never prune severely to get plants to meet Specifications.

   a. Follow ANSI A300 Part 1 standards and use approved tools designed for pruning.

b. Lopping, topping, or shearing trees or shrubs is not permitted.

c. Prune back damaged, scarred, frayed, split, and skinned branches, limbs, and roots to live wood nearest to the next sound, outside lateral bud, branch, limb, or root.

d. Leave the terminal leaders or buds in trees intact.

e. Prune roots, when necessary, as directed by the Engineer.

f. Prune Crape Myrtles to maintain natural form only. Severely cutting back or stump pruning Crape Myrtles is not permitted. Remove sucker growth from Crape Myrtles.

g. Damaged, scarred, frayed, split and skinned branches, limbs and roots shall be pruned back to live wood nearest to the next viable outside lateral bud, branch, limb or root.

G. Watering

1. Apply water in a manner to prevent erosion. Water plants deeply and thoroughly at the time of planting. Water after applying fertilizer called for in Subsection 702.3.05.H and as necessary to maintain enough moisture to promote plant growth. Use water reservoir bags if specified in plans or details.

   a. Apply enough water to wet the soil to a depth slightly below the roots. Direct the water to the ground around the plant, not the tops.

   b. Do not allow plant foliage to dry out or plants to defoliate from lack of water. Remove plants in such condition from the site immediately. Apply supplemental watering to maintain vigorous growth and to keep plants moist and as directed by the Engineer.

   c. Apply water once per week throughout the planting season in which the plants are installed. Follow Subsection 702.3.07.B and 702.3.07.C for shrub and tree watering requirements throughout the life of the project.

H. Spring Application of Fertilizer

1. Method and Rate of Application

   Follow these requirements when applying fertilizer in the spring:

   a. Trees

      Apply a slow-release fertilizer according to soil test results. Assume 8-12-12 with a rate of 1 cup (0.25 L) per caliper inch of tree for bidding purposes.

   b. Shrubs and vines

      Fertilize shrubs according to soil test results with a slow release fertilizer by spreading fertilizer around the base of the plant and working it into the soil by hand. Assume 6-12-12 with a rate of 0.5 cup (0.12 L) per foot of shrub height for bidding purposes.

      Bed Areas

      Spread fertilizer on bed areas (defined by method of planting in Subsection 702.3.05.B), over the mulch according to soil test results. Assume 3 lbs/100ft2 of 6-12-12 for bidding purposes. Thoroughly water in the plants.

   c. Native Restoration or Stream Buffer Areas

      The addition of fertilizer or lime is prohibited within the native restoration or stream buffer planting area.

   d. Tidal March Areas

      The addition of fertilizer or lime is prohibited within wet swales and marsh areas.

2. Time of Spring Fertilizer Application

   Apply fertilizer in the spring in Zones 1 and 2 (with reference to the Planting Zones specified in Subsection 702.3.05.A) between April 1 and April 15. Apply between March 15 and April 1 for Zones 3 and 4.

   For late plantings, do not apply fertilizer less than 30 days after the plantings.

3. Additional Fertilizer

Approximately one month after the spring fertilizer is applied; the Engineer will inspect planted areas and determine if an additional application of fertilizer is needed for any plant or group of plants.

If the Engineer determines additional fertilizer is required, apply fertilizer according to soil test results between June 15 and July 15th.

I. Tree Guards for Stream Buffer Saplings

Each planted bare root, sapling-sized plant shall be fitted with a tree guard to protect the saplings from wildlife browsing. The tree guards shall be at least 36 inches tall, with appropriately sized wooden stakes or bamboo to securely support the tree guard [i.e., a 4-foot (1.2 meter) stake for a 36 inch (914.4 mm)guard]. Mesh tube-type tree guards are required. Vexar tubes, or equivalent, are to be used. All tree guards shall be removed from the saplings at final inspection.

J. Restoration and Cleanup

Restore areas where existing grass has been damaged or scarred during planting operations at no expense to the Department. Restore the disturbed areas to their original conditions as directed by the Engineer. Clean up debris, spoil piles, and containers and leave the Project area clean.

Clean up and remove all debris, spoil piles, containers, water reservoirs, trash, etc. and leave the project area in an acceptable condition. Inspect all installed erosion control devices weekly and clean out or repair as required. Remove all erosion control devices at final acceptance unless otherwise instructed by the Engineer.

702.3.06 Quality Acceptance

Preserve the plants in a healthy growing condition and keep plants moist, particularly during drought conditions (no rain for any two week period). The acceptability of the plant material planted will be determined at the Final Inspection.

The plant establishment period is the period from the last planting specified in Subsection 702.3.05.B until the following October 1. Plant all plants in one planting season unless otherwise approved by Engineer.

A. First Establishment Period

At the end of the first planting season, the first establishment period begins. The Department will make the first semi-final inspection 30 days before the end of the first establishment period. Replace dead, dying, diseased, unsatisfactory, and missing plants, by January 20, 2018. For stream buffer areas, all replacement plants shall be tagged with 18 inch (457.2 mm) lengths of brightly-colored survey tape. Tree guards shall be placed around all replacement saplings. All costs for replanting, tagging and tree guards for replacement trees shall be included in the contract price bid for the original planting.

B. Second Establishment Period

At the end of the second planting season, the second plant establishment period begins. The Department will make the second semi-final inspection 30 days before the end of the second establishment period. Again, replace dead, dying, diseased, unsatisfactory, and missing plants, by Ja by January 20, 2019. For stream buffer areas, all replacement plants shall be tagged with 18 inch (457.2 mm) lengths of brightly-colored survey tape. Tree guards shall be placed around all replacement saplings. All costs for replanting, tagging and tree guards for replacement trees shall be included in the contract price bid for the original planting.

C. Final Inspection

The Department will make the final inspection of the plants on May 31, 2019 following any needed replacements during the previous planting season. The Department assumes responsibility for the plants until the Final Acceptance of the Project or a portion of the Project.

702.3.07 Contractor Warranty and Maintenance

Project maintenance includes, but is not limited to, watering, cultivating, weeding, pruning, repairing, adjusting guys and stakes, and performing other work as ordered by the Engineer until final acceptance.

Promptly remove from the Project area dead plants or those that no longer conform to the requirements of Subsection 702.2.A.2.

Mow the entire right-of-way within the limits of the Project up to a maximum of four times per calendar year. Do not mow native restoration areas, wet swales, or riparian mitigation sites.

A. Leaning Trees

Straighten leaning trees as directed by the Engineer. Follow Staking and Guying requirements for replacements or repairs as per Subsection 702.3.05.E.

B. Shrub Maintenance

1. Pruning

   Prune dead or diseased limbs to provide for plant health and appearance as directed by the Engineer.

2. Landscape Mulching

   Continuously maintain shrub and tree beds with a clean, freshly mulched appearance using the mulch originally specified. See Subsection 702.3.05.C. Do not mulch shrub and tree beds within riparian mitigation sites.

   a. Apply a 2 in (50 mm) loose layer of specified mulch (top-dressing) on top of all areas, including tree pits, initially mulched, at the following times:

      1. On August 31, 2017, during the first plant establishment period.
      2. On April 30, 2018, prior to the final inspection.
      3. On August 31, 2018 during the second plant establishment period.
      4. On April 30, 2019, prior to the final inspection.

3. Applying Fertilizer

   See Subsection 702.3.05.H.

4. Applying Pesticides

   a. Inspect all planted or seeded vegetation for insects, grubs, mites, diseases, etc., once every two weeks. Apply insecticides, fungicides, and herbicides according to the manufacturer's recommendations to effectively control or eradicate the problem.

   b. Perform all pesticide applications under the direct supervision of a trained licensed commercial pesticide operator whose license includes subcategory 27 – Right of Way Pest Control. Carry the pesticide license/certification on the work site during applications. Carry all labeling associated with the chemical being applied at the work site.

   c. Submit all product information data sheets and EPA approval numbers on all pesticides proposed to be used prior to application for approval.

   d. Notify the Engineer a minimum of 48 hours prior to any and all pesticide applications.

   e. Add a blue dye to all spray applications unless approved otherwise by the Engineer.

   f. Monitor the weather and spray under proper weather conditions. Spraying shall not occur when the weather is greater than 10 miles per hour.

   g. Wear the proper safety attire. Wear long sleeve shirts, long pants, gloves, and safety glasses. Wear or use any additional protective safety attire or gear as recommended by the product's manufacturer.

   h. Repair any damage that is a result of mishandling or misuse of materials, at no expense to the Department, to the satisfaction of the Engineer.

   i. For stream buffer and marsh restoration areas, pesticides are not to be used unless approved by the Department Ecology Manager.

5. Edging

   a. Edge all shrub pits, shrub beds, and tree pits once a month throughout the life of the project such that the vee-cut edging detail specified on the plans is maintained. Prevent grass and weeds from growing over or into the shrub beds and tree pits.

b. Use equipment specifically designed for edging. Line trimming equipment shall not be used.

6. Watering

   a. Check all planted material once a week throughout the contract for dryness by removing the mulch from their base and "sampling the soil" approximately 4 in (100mm) deep. Water if the soil is not moist.

   b. Water all planted material if a drought (no rain for two weeks) occurs. Provide the water required to meet the watering requirements.

   c. Water each plant thoroughly until the ground is saturated to a depth slightly below the root ball. Apply water in a manner to prevent erosion.

7. Weed Control

   Perform weed control throughout the project, a minimum of once every two weeks, in all areas within the project limits to maintain tree pits, shrub beds, sidewalks, curb and gutter, walkways, ditch paving, concrete medians, and other pavement weed free. Meet the following conditions:

   a. Perform weed control to prevent weeds from becoming established, setting seed, or from becoming visible in the planting beds.

   b. Completely remove all undesirable plants (weeds) by hand pulling. Removal of weeds may be accomplished using herbicides if approved by the Engineer. However, the use of herbicides is prohibited in stream buffer areas unless approved by the Department Ecology Manager.

   c. Apply an approved pre-emergent herbicide twice each year, once in the spring and once in the fall, throughout the contract. The use of pre-emergent herbicides is prohibited in stream buffer areas. Apply pre-emergent to all shrub beds and tree pits. Notify the Engineer 48 hours prior to spraying. Use a blue dye in all applications unless approved otherwise by the Engineer.

   d. Eradicate all invasive exotic pest plants found within the project limits throughout the life of the project, including stream buffer and marsh areas. Volunteer, non-invasive plant material within stream buffer restoration areas is acceptable.

   e. Dispose off site on a daily basis all weed, exotic plants, clippings, litter, and debris generated.

8. Policing

   Remove debris such as paper, broken limbs, bottles, cans, etc., a minimum of the first and third week of each month from all areas within the project limits while maintaining the site.

9. Mitigation Areas

   Pruning, mulching, edging, and applying spring fertilizer are not required within wet swales, native restoration areas, stream buffers. Wets swales and regenerated forest areas.

C. Tree Maintenance

1. Watering

   See Subsection 702.3.07.B.6.

2. Landscape Mulch

   See Subsection 702.3.07.B.2.

3. Fertilizer

   See Subsection 702.3.05.H.

4. Abnormal Conditions

   Periodically (once every two weeks) observe trees and shrubs for abnormal conditions such as insects, borers, web worms, red spiders, etc., and immediately treat.

5. Sucker Growth

   Remove sucker growth once a month. Sucker growth is the shoots that sprout out around the base of the tree trunk.

6. Pruning and Deadwood

Remove deadwood at least two times a year. Prune dead branches. Paint cuts, and wounds or scars with tree paint only when specified in the plans. Do not top Crape Mrytles. See Subsection 702.3.05.F.

7. Pesticide Control

Apply pesticides as necessary to control harmful insects and diseases. Follow the manufacturer's instructions. . See Subsection 702.3.07.B.4. NOTE: Use chemicals according to Federal, State and county directives on environmental control that carry an EPA approval number.

8. Weed Control

   See Subsection 702.3.07.B.

9. Staking and Guying

   Remove all support guy wires, strapping and stakes from plants which have gone through one complete growing season.

702.4 Measurement

A. Plants

Plants of the name and size specified are measured for payment according to the number planted that are still living and viable and in an acceptable condition at the time of Final Acceptance. A viable plant must have a minimum of 75 percent of the leaf-bearing crown with healthy foliage.

B. Fertilizer

Spring application fertilizer applied to planted and regenerated areas will be the actual number of pounds (kilograms) placed and accepted. Fertilizer, lime, and plant topsoil used in prepared plant topsoil or plant bed preparation are not measured for separate payment. For stream buffer and marsh areas, the addition of fertilizer or lime is prohibited.

C. Perimeter Stakes

Perimeter stakes is not measured for payment unless such item is shown as a separate Pay Item in the Proposal.

D. Clearing and Grubbing

Clearing and grubbing is not measured for payment unless the Item is shown as a separate Pay Item in the Proposal.

E. Landscape Mulch

The quantity of landscape mulch and top-dressing measured for payment will be the actual number of square yards (meters) completed as specified and accepted. The presence of weeds or other growth, or foreign material, will be cause for rejection.

702.4.01 Limits

General Provisions 101 through 150.

702.5 Payment

A. Plants

Plants measured for payment will be paid for as follows:

1. After planting satisfactorily, the Department will pay 50 percent of the Contract Unit Price bid per each on the next estimate.
2. Until Final Acceptance, perform all required maintenance according to Subsection 702.3.07 when necessary or as ordered by the Engineer.

   If the Contractor fails to properly maintain the landscaping, daily charges shall be assessed against any money due or that may become due the Contractor in accordance with the schedule of

deductions shown in Subsection 108.08, but not less than $150 per calendar day, and will continue until project maintenance is approved by the Engineer.

The charges are in addition to those specified for delay or failure in completing the Work within the specified time.

3. After the first semi-final inspection, the Department will pay 15 percent of the Contract Unit Price bid per each of the live, viable plants.
4. After the second semi-final inspection, the Department will pay 15 percent of the Contract Unit Price bid per each of the live, viable plants.
5. At Final Acceptance, the Department will pay the remaining 20 percent less the Full Contract Unit Price bid per each plant not accepted.

Payments are full compensation for furnishing, planting, replanting as required, pruning, staking, guying, soil conditioning, and preparing plant beds, including applying additives, digging plant pits, preparing plant topsoil and mulch, disposing of waste material, and maintaining the plants during the plant-establishment period.

B. Fertilizer

All grades of fertilizer applied in the spring, measured as specified above, are paid for at the Contract Price per pound (kilogram) or per ton (megagram), whichever is indicated in the Proposal. Payment is full compensation for furnishing and applying and for watering regenerated areas.

For native restoration, stream buffer and marsh restoration areas, the addition of fertilizer or lime is prohibited.

C. Perimeter Stakes

Perimeter stakes will not be measured for payment. The cost will be included in the overall contract price.

D. Landscape Mulch

Landscape mulch measured for payment will be paid for as follows:

1. After mulching satisfactorily, the Department will pay 40% of the Contract Unit Price bid per square yard (meter).
2. After satisfactorily completing mulch (topdressing) by August 31, 2017 of the first plant establishment period, the Department will pay 15% of the Contract Unit Price bid per square yard (meter).
3. After satisfactorily completing mulch (topdressing) by April 30, 2018 of the second plant establishment period, the Department will pay 15% of the Contract Unit Price bid per square yard (meter).
4. After satisfactorily completing mulch (topdressing) by August 31, 2018 of the second plant establishment period, the Department will pay 15% of the Contract Unit Price bid per square yard (meter).
5. After satisfactorily completing mulch (topdressing) in April 30, 2019 of the final planting season, (a month before the Final Inspection), the Department will pay 15% of the Contract Unit Price bid per square yard (meter). Such payment shall be full compensation for furnishing, installing, topdressing, and maintaining mulch as required.
6. Do not mulch marsh restoration areas.
7. Do not apply additional applications of mulch after the initial application in stream buffer restoration areas.

Payment will be made under:

Item No. 702	Plant name and size	Per each
Item No. 702	Fertilizer, spring application	Per ton (megagram)
Item No. 702	Landscape Mulch	Per square yard (meter)

Item No. 702	Spring application fertilizer	Per pound (kilogram)
Item No. 702	Live Stakes and Plantings	Per each
Item No. 702	Perimeter Stakes	Per each
Item No. 700	Agricultural Lime	Per ton (megagram)
Item No. 702	Bare Root Seedlings Plantings	Per each
Item No. 702	Riparian Seeding	Per acre

702.5.01 Adjustments

General Provisions 101 through 150.

DEPARTMENT OF TRANSPORTATION

FULTON COUNTY

SPECIAL PROVISION

City of Sandy Springs, Georgia
T0062-2

Section 766 – Irrigation System

766.1 GENERAL DESCRIPTION

766.1.01 SYSTEM DESCRIPTION

A. The sprinkler system shall include sprinklers, valves, piping fittings, sleeves, controller, wiring, all of sizes and types as shown on the drawings and specified. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

B. Sprinkler lines shown on the drawings are essentially diagrammatic. Spacing of the sprinkler heads or quick coupling valves are shown on the drawings and shall be exceeded only with written permission of the Owner.

C. Unless otherwise specified or indicated on the drawings, the construction of the sprinkler system shall include the furnishing, installing, and testing of all mains, laterals, risers and fittings, sprinkler heads, gate valves, control valves, controllers, electric wire, controls, backflow preventers, enclosures, and other necessary specialties and the removal and/or restoration of existing improvements, excavating and backfill, and all other work in accordance with the plans and specifications a required for a complete system.

766.1.02 QUALITY ASSURANCE

A. Conference: Before any work is started a conference shall be held between the Contractor and the Owner concerning the work under this contract.

B. The Contractor shall maintain continuously a competent superintendent, satisfactory to the Owner, on the work during progress with authority to act or him in all matter pertaining to the work.

C. It is the Irrigation Contractor's responsibility to coordinate and cooperate with the other Contractors to enable work to proceed rapidly and efficiently.

D. The Contractor shall confine his operations to the area to be improved and to the areas allotted him by the Owner and General Contractor for material and equipment.

E. Contractor shall take all necessary steps to protect the existing site conditions and vegetation.

766.1.03 SUBMITTALS

A. General: Submit in accordance with Shop Drawings, Product Data, and Samples.

B. Shop Drawings and Equipment Product Information:

1. Prior to purchasing materials, submit product information on all sprinkler heads, automatic valves, quick coupling valves, controller, and pipe to be used on the project.
2. Contractor shall review drawings and data to supply actual precipitation rates and times for each zone in maintenance package.
3. Prior to trenching, Contractor shall submit proposed trenching equipment to Owner for approval.

C. Record Drawings and Instructions

1. Upon completion of installation, Contractor shall produce as-built drawings in Autocad 2000 format and furnish one set of reproducible and one set of printed record drawings showing all sprinkler heads, valves, drains, and pipelines to scale with dimensions. These drawings shall have dimensions from easily located stationary points (cross measured) as they relate to all valves, mainlines, and wire. Clearly note all approved substitutions of size, material, etc. complete, concise instruction sheets and parts lists covering all operating equipment and weathering techniques shall be bound into folders and furnished to the Owner in three (3) copies. Submission of this information is a requirement for final acceptance.

766.1.04 SITE CONDITIONS

A. The Contractor shall examine the site, plans and specifications (i.e. system requirements).

B. It shall be the Contractor's responsibility to report in writing to the Owner any deviations between drawings, specification, and actual site conditions. Failure to do so prior to the installing of equipment shall be done at the Contractor's expense.

C. Adjustment of the sprinkler heads and automatic equipment will be done by the Contractor, upon completion of installation, to provide optimum performance.

D. After completion, testing, and acceptance of the system, the Contractor shall verbally instruct the Owner's personnel in the operation and maintenance of the system. All written instruction shall be included in the bound maintenance package as stated in –766.1.03.C. Record Drawings and Instructions.

766.2 MATERIALS

766.2.01 PIPE AND FITTINGS

A. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes will be permitted, but substitutions of larger size may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

B. All mainline piping (2 1/2") two and one half inches and larger will be equipped with gaskets.

C. All fittings for mainline pipes two and one half (2 1/2") inches or larger will be equipped with gaskets.

D. All piping downstream of electric valves, sizes (3) inches and smaller, shall be rigid unplasticized PVC 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and permanently marked with the manufacture's name, material, size, and schedule type. Pipe must bear the NFS seal. Ensure that all materials meet the requirement of the Plans and Specifications, including GDOT minimum standards.

E. All mainline piping and underground piping under continuous pressure shall be rigid unplasticized PVC-Class 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, and foreign materials, blisters, wrinkles and dents.

F. All plastic fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or screwed connections NO fitting made of other material shall be used except as hereinafter specified.

G. Slip fitting socket tapers shall be so sized that a dry unsoftened pipe end conforming to these special provisions can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only Schedule 80 pipe may be threaded.

H. Fittings for all Mainline Piping 4" and larger shall be Harco Ductile Iron Gasketed Fittings. All mainline 4" and larger shall utilize approved thrust blocking and or restraints. Thrust Blocking and restraints to be installed as per manufacturer's recommendations for pipe type, pipe size and local environmental conditions.

I. All piping shall be installed with tracking wire (refer to plans).

766.2.01 PIPE AND FITTINGS

A. All sleeves shall be Class 200 PVC or stronger. All sleeves are required at every crossing indicated on drawings. (Size Noted)

B. All sleeves shall be installed under proposed pavement areas prior to subgrade and base construction.

C. Sleeves shall have a minimum horizontal separation of 18" and a maximum of twenty-four (24) inch clearance below bottom of curb.

D. All sleeves shall have a minimum horizontal separation of twenty-four (24) and maximum of thirty-six inches from center to center.

E. Stub up sleeve pipe twelve (12) inches above ground surface and cap. Paint cap with fluorescent orange paint for easy identification.

F. The location of all sleeves shown on the plans is schematic. The contractor shall make any adjustments necessary to accommodate existing vegetation, utilities, or other existing conditions.

G. If the road crossings are designated as being bore locations the bore must be ample size to accommodate the size sleeve specified.

766.2.03 CONTROL SYSTEM

A. The automatic controllers shall be as shown on the plans.

B. Contractor shall install Rain / Freeze sensor as shown on the plans.

766.2.04 CONTROL WIRE

A. Control wire shall be type UF, UL approved, for direct burial and shall be gauge 14 or larger for the control wire and gauge 12 or larger for common wire.

B. Joining of underground wires shall be made with watertight connectors in valve boxes. No splicing between boxes is acceptable. Utilize 3M DBR/Y-6 Connections unless directed otherwise.

C. All wire connections in valve boxes; first example shall stay open until the Designer approves.

766.2.05 IRRIGATION VALVES

A. Zone Control Valves

1. Globe-type diaphragm valves of normally closed design, with bronze bodies or heavy-duty plastic and covers (type noted on drawings). Operation accomplished by means of an integrally mounted heavy-duty 24 volt AC solenoid complying with National Electrical Code, Class II Circuit, solenoid coil potted in epoxy resign within a plastic-coated stainless steel housing. Solenoids shall be completely waterproof, suitable for direct underground burial. Provide a flow stem adjustment in each valve.

766.2.06 VALVE BOXES

A. All valves shall be installed in thermoplastic valve access boxes of the size required to permit access to the valve. Valve boxes shall include black thermoplastic locking covers. Manufacturer - Ametek or approved equal.

B. All valve boxes shall be installed on at least a two (2) cubic foot gravel base to provide foundation and drainage.

C. All valve box elevations shall be ½" below finished grade.

D. All Valve Boxes shall be lockable and locked at site. Keys to be provided to owner.

766.2.07 THRUST BLOCKS

A. Place one cubic ft. of concrete for each inch of pipe diameter for thrust block. Thrust shall not allow vertical or horizontal movement of pipe in any direction unless otherwise noted on design. Thrust blocking shall be provided on all piping three (3) inch diameter and larger.

766.3 EXECUTION

766.3.01 EXCAVATION AND BACKFILL

A. Trenches for pipe sprinkler lines shall be excavated of sufficient depth and width to permit proper handling and installation by any other method the Contractor may desire if approved by the Owner.

The backfill shall be thoroughly compacted and evened off with the adjacent soil level. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two (2) inches below normal trenching depth to allow for this bedding. The fill dirt or sand shall be used in filling (4) inches above the pipe. The remainder of the backfill shall contain no lumps or rocks larger than three (3) inches. The top twelve (12) inches of backfill shall be topsoil, free of rocks, subsoil, or trash. Any open trenches or partially backfilled trenches left overnight or left unsupervised shall be barricaded to prevent undue hazard to the public.

B. The Contractor shall backfill in six (6) inch compacted lifts as needed to bring the soil to its original density.

C. In the spring following the year of installation, the Contractor shall repair any settlement of the trenches by bringing them to grade with topsoil, and seeding with the existing lawn type(s). Watering and maintenance of the repaired areas shall be the Owner's responsibility.

766.3.02 INSTALLATION OF PLASTIC PIPE

A. Plastic pipe shall be installed in a manner that permits expansion and contraction as recommended by the manufacturer.

B. Plastic pipe shall be cut with a handsaw or hacksaw with the assistance of a square in sawing vice or in a manner so as to ensure a square cut. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.

C. All plastic-to-plastic joints shall be solvent weld joints or slip seal joints. Only the solvent recommended for the pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer. The Contractor shall assume full responsibility for the correct installation.

D. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system on PVC pipe.

766.3.03 CONTROLLER AND ELECTRICAL CONNECTIONS

A. A. All electrical connections shall conform to the National Electrical Code, latest edition.

B. Control wires installed beneath walks, drives, or other permanent surfaces shall be placed in sleeves.

C. Wires shall be spliced only at valve boxes.

D. Leave twenty-four (24) inch loop of wire at each valve for expansion/contraction and servicing.

E. 120 VAC electrical power supply to the controller location shall be supplied to irrigation controller location by General Contractor in coordination with the Owner.

66.3.04 FLUSHING AND TESTING

A. After all new sprinkler piping and risers are in place and connected for a given section and all necessary division work has been completed and prior to the installation of sprinkler heads all control valves shall be opened and a full head of water used to flush out the system.

B. Sprinkler main shall be pressure tested as follows:

1. Two (2) hour pressure test at 1.5 times the system operating pressure

2. Twenty four (24) hour pressure test at the system operating pressure

If leaks occur, repair and repeat the test until no leaks occur (pressure does not drop). Give Designer twenty-four hours notice prior to testing.

C. Testing of the system shall be performed after completion of the entire installation and any necessary repairs shall be made at the Contractor's expense to put the system in good working order before final payment by the Owner.

D. Adjustment of the sprinkler heads, and automatic equipment, will be done by the Contractor upon completion of installation to provide optimum performance. Minor adjustments during the guarantee period will be made by the Owner.

E. After completion, testing, and acceptance of the system, the Contractor will instruct the Owner's personnel in the operation and maintenance of the system.

766.3.05 CLEAN UP AND PROTECTION

A. During irrigation work, Contractor shall keep project site clean and orderly

B. Upon Completion of Work, clear grounds of debris, superfluous materials and all equipment. Remove from site to satisfaction of the Owner's Representative.

766.4 CODES, PERMITS, WARRANTY, AND GUARANTEE

766.4.01 CODES AND ORDINANCES

A. All materials, installation parameters, and operations shall conform to all applicable codes and ordinances. It is the Contractor's responsibility to investigate and follow all regulations. Contractor is responsible to verify applicable codes and ordinances prior to submitting bid. Before bid submittal, it is the Contractor's responsibility to notify the Irrigation Consultant/Designer at least 5 days before bid submittal, of any changes due to code or ordinance discrepancies. If the Contractor does not comply with this process and notification, the Contractor shall be responsible for the necessary installation change and redesign costs for non-compliance.

766.4.02 PERMITS AND FEES

A. The Contractor shall obtain, at his expense, all required permits and shall pay all required fees. Any penalties imposed due to failure to obtain any permit or pay any fee shall be the responsibility of the Contractor.

766.4.03 WARRANTY AND GUARANTEE

A. The Contractor shall furnish a certificate of warranty registration and a written guarantee of work and materials for a one year period from the date of final acceptance of the Irrigation System by the Owner and the Designer.

766.5 MEASUREMENT

The work under this item is not measured separately for payment.

766.6 PAYMENT

Payment for this item, completed and accepted will be made at the Lump Sum Price bid which payment shall be full compensation for all work and materials specified in the plans

Payment will be made under:

Item no. 766-7020. Irrigation System

SPECIAL PROVISION
MT. VERNON TO HILDEBRAND MULTIPURPOSE PATH T0062-2

City of Sandy Springs, Georgia
T0062-2

Modifications of the GDOT Standard Specifications, 2013 Edition

890 – Seed and Sod

Retain Section 890 as written and add the following:

890.2.02 SPECIAL CONDITIONS

D. MATERIALS WARRANTY:

4. Sod installation shall include a 2 year warranty.

EXHIBIT I
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.

CONTRACTOR:

Date: _____ Signature: _____
Title: _____

EXHIBIT J
TO CONTRACT AGREEMENT
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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:

_____

EXHIBIT K
CONTRACT AGREEMENT
EVERIFY AFFIDAVIT

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

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: _____

EXHIBIT L
TO CONTRACT AGREEMENT

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 _____, 2019.

(Seal)

_____
(Signature)

EXHIBIT M
TO CONTRACT AGREEMENT

SURETY BONDS

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
1 Galambos Way, Sandy Springs, Ga. 30328

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 20-030, City of Sandy Springs, Mt. Vernon to Hildebrand Multipurpose Path T0062-2

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 oblige, 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
1 Galambos Way, Sandy Springs, Georgia 30328

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 20-030, City of Sandy Springs, Mt. Vernon to Hildebrand Multipurpose Path T0062-2

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)

_____

(Surety)

ATTEST BY: _____

(Attorney-in-Fact) and Resident Agent

_____

(Attorney-in-Fact)

(Seal)

_____

(Address)

_____

(Witness as to Surety)

_____

(Address)

_____

EXHIBIT N
TO CONTRACT AGREEMENT

SUBCONTRACTORS
LIST OF SUBCONTRACTORS

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:_____