INVITATION TO BID
FOR
FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure

City of Atlanta

Richard Mendoza
Commissioner
Department of Public Works

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement

CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
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Chief Procurement Officer
asmith@atlantaga.gov

October 19, 2015

ATTENTION INTERESTED BIDDERS:

Your firm is hereby invited to submit to the City of Atlanta (the "**City**"), Department of Procurement (the "**DOP**"), a Bid for **FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure.** This solicitation will require the successful Bidder to provide repairs to sidewalks, curbs, driveway aprons, Americans With Disabilities Act ("**ADA**") ramps, associated infrastructure, and other miscellaneous structure adjustments and concrete work.

A **Pre-Bid Conference** will be held on **Wednesday, November 4, 2015, at 11:00 A.M. EST,** at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-Bid Conference is to provide Bidders with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Public Works, Risk Management, Office of Contract Compliance and the Ethics Office available at the conference to discuss this project and to answer any questions. Attendance at the Pre-Bid Conference is strongly encouraged.

Bidders will be allowed to ask questions during the Pre-Bid Conference. However, please note that oral answers to questions during the Pre-Bid Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all proponents in the form of an addendum. The deadline to submit questions in writing is **Friday, November 6, 2015, at 2:00 P.M. EST.**

Your response to this Invitation to Bid ("**ITB**") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. EST, on Friday, November 20, 2015.**

****ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M. EST****

Bids will be publicly opened and read at 2:01 P.M. EST on the respective due date at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303.

This Bid is being made available by electronic means. If accepted by such means, then the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the

Bid. In the event of conflict between a version of the Bid in the Bidder's possession and the version maintained by DOP, the version maintained by the DOP shall govern.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number, email address and the project number to Lloyd A. Richardson, Contracting Officer, at larichardson@atlantaga.gov to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The bid document may also be obtained from the Department of Procurement, Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, at a cost of $75.00 per package, beginning on October 19, 2015. All purchased solicitation documents include a solicitation package; scope of work booklet and full size drawings (if applicable).

If you have any questions regarding this project, please contact Lloyd A. Richardson, Contracting Officer, at (404) 865-8504 or by email at larichardson@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the Plan Holders List should be directed to the Plan Room at (404) 330-6204.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all bids when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

Adam L. Smith

Adam L. Smith

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PART I

PART I

Section 1 – Instructions to Bidders

FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure

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INSTRUCTIONS TO BIDDERS

1. SOLICITATION/NOT AN OFFER

This solicitation does not constitute an offer by the City of Atlanta (the "**City**") to enter into an agreement and is not an offer that can be accepted by the Bidder to form an agreement. No language contained anywhere in this solicitation should be construed or interpreted to convey an offer to enter into agreement with the City. The terms of this solicitation are to be considered as a whole. However, no terms may be considered in whole or in part to constitute an offer to enter into an agreement with the City.

This solicitation is only an invitation for offers from interested Bidders and no offer shall bind the City.

This solicitation is an invitation for the Bidder to make an offer to the City in the form of a Bid. No offer made in response to the terms and conditions of this solicitation may include any terms and conditions which can bind the City to any contractual Agreement until such time as the Agreement has first been awarded by the City to the most responsible and responsive bidder whose bid meets the material requirements and criteria set forth in the solicitation and is accepted and fully executed and sealed by agents of the City designated on the signature page of the Agreement included in the solicitation. The term of your offer must conform to all applicable federal and local laws, including all ordinances of the City and all requirements of the solicitation.

YOUR OFFER IS A FIRM OFFER AND MAY NOT BE WITHDRAWN EXCEPT AS AUTHORIZED IN THE CODE OF ORDINANCES OF THE CITY OF ATLANTA.

Your response to this solicitation is a firm offer, which the City may accept or reject in whole or in part without any further action on your part. The acceptance of your offer by the City will form an Agreement, which is enforceable against you. **Your offer may not be withdrawn except under the terms and conditions specified in the Procurement and Real Estate Code of the City of Atlanta as codified in Part 5, Chapter 5 of the Code of Ordinances of the City of Atlanta or OCGA 36-91-52.**

2. RECEIPT AND OPENING OF BIDS

Sealed Bids for **FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure** will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., Atlanta, Georgia 30303, **no later than 2:00 P.M., EST**, (as verified by the Bureau of National Standards), on **Friday**, **November 20, 2015**.

ABSOLUTELY NO BID WILL BE ACCEPTED AFTER 2:00 P.M. EST

All Bids received by the time and date established above will be opened and publicly read.

3. PREPARATION OF BIDS

All Bids must be submitted on bid document forms supplied by the City and shall be subject to all requirements of the Agreement Documents. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid by the Bidder.

Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of Work affecting the item to which such amount relates.

The City may consider as irregular any conditional bid or any Bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder. Failure to do so shall render the Bidder as non-responsive and cause rejection of the Bid.

Failure to execute the Bid Schedule/Bid Form documents may render the Bidder as non-responsive and cause rejection of the Bid.

4. GEORGIA UTILITY CONTRACTOR'S LICENSE (REQUIRED SUBMITTAL)

The Bidder shall provide a Bidder's Georgia Utility Contractor's License Number on the outside of the Sealed Envelope. A Utility Contractor's License number held by a Subcontractor or issued by another state does NOT fulfill this requirement in lieu of the Bidder's Georgia Utility Contractor's License. Failure to provide the Bidder's Georgia Utility Contractor License Number on the outside of the sealed envelope will result in a rejection of the Bid at the Opening. The Bidder is required to submit the certificate included in Exhibit D, Additional Contract Documents.

5. HOW TO SUBMIT BIDS

The Bid and required submittals, including the Bid Schedule, the Bid Documentation, the Bid Form, the acknowledgment of each Addendum, the Bid Bond Guarantee, the Power of Attorney for the attorney-in-fact signing the Bid Guarantee, the Affidavit, Office of Contract Compliance forms/certificates, and other documents as required in these Agreement documents may be photocopied for submission of Bids. **Submit (1) original and seven (7) copies of the Bid and required attachments.** In addition to the hard copy submittals, each Bidder shall submit two (2) digital versions of its Bid in Adobe

Portable Document Format (PDF) on Compact Discs (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) should be a redacted version of your hard copy Bid. Please refer to the Georgia Open Records Act (O.C.G.A. Section 50-18-72) for those items of documents that can be redacted.

The City assumes no liability for differences in information contained in a Bidder's printed Bid and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name and the CD Number.

The complete package of Bid documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project name and numbers, name of Bidder and date and time of bid opening in order to guard against premature opening of the Bid.

Bids must be addressed to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM,
CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, Suite 1900
Atlanta, GA 30303-0307

6. EXECUTION OF BIDDING DOCUMENTS

Bidders shall submit their Bids, together with the bid guarantee and all forms which the Bidder is required to sign, executed in the appropriate manner as set forth below:

a. If the Bidder is a corporation, all documents requiring execution by the Bidder shall be signed by the president or vice-president of the corporation, whose signature shall be attested by the secretary or assistant secretary of the corporation and the corporate seal affixed.

b. If the Bidder is an individual, he or she shall sign the documents and his or her signature shall be notarized by a notary public.

c. If the Bidder is an individual doing business under a trade name, all documents shall be signed by the Bidder whose signature shall be followed by either, "doing business as," or "trading as," followed by the trade name of the Bidder's business, and notarized by a notary public.

d. If the Bidder is a partnership, all forms shall be executed by placing the name of the partnership followed by "By: (the name of the partner executing)" followed by the word "Partner," and notarized by a notary public.

e. If the Bidder is a joint venture, each party to the joint venture shall execute the Bidding Documents in the manner set forth in items a, b, c, or d of this article of the Instructions to Bidders as appropriate for this type of organization.

If the Bidder is a Joint Venture, all other documents in the Bidding Documents shall be executed by one of the parties to the joint venture, as provided by Article 4 of the Joint Venture Statement, in the same manner as the executed said Joint Venture Statement.

7. FAILURE TO BID

Your failure to respond to this Invitation to Bid may result in the removal of your company from the City's Bid list.

8. ERRORS IN BIDS

Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and Specifications before submitting Bid. Failure to do so will be at the Bidder's own risk. In case of error in extension or prices in the Bid, the unit prices(s) shall govern.

9. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);

b. Evidence of collusion among Bidders;

c. Previous participation in collusive bidding on Work for the City;

d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;

e. Lack of competency of Bidder (the Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work; the City may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement where developments arise which, in the opinion, the City adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken;

f. Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;

g. Uncompleted Work for which the Bidder is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Bidder; and

h. Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

10. REJECTION OF BIDS

Bids may be considered irregular and may be rejected if they show omissions, alterations of forms, addition not called for, conditions limitations, unauthorized alternate Bids or other irregularities of any kind. The City reserves the right to waive any informalities or irregularities of Bids.

11. FAILURE TO PERFORM

If for any reason the Contractor fails to perform any of the Work required by the Specifications, or if the Work performed is not as specified, the City reserves the absolute right to have such Work performed by other persons and deduct the cost thereof from the Bid price of the company under Agreement.

12. BID SCHEDULE (REQUIRED SUBMITTAL)

Unit prices shall include an appropriate allocation of overhead, other indirect costs and profits so that the summation of unit price extensions and lump sum items represents the total Bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of the Work affecting the item to which such amounts relates. Award will be based on the total fixed unit cost for all items aggregated.

13. BID GUARANTEE (REQUIRED SUBMITTAL)

Bidders are required to furnish a Bid Guarantee in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00). Bidders offering alternative Bids shall provide a guaranty for the largest total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of the City or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and

payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within three (3) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails within the time stipulated to execute the Agreement and to furnish the other documents required, the City will retain the Bid Guarantee as liquidated damages and not as a penalty.

Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

14. STATEMENT OF BIDDER'S QUALIFICATIONS (REQUIRED SUBMITTAL)

The statement of Bidder's Qualifications must be filled out completely, signed by the Bidder, and notarized.

The City shall have the right to require such additional information, as it deems necessary to evaluate the ability of the Bidder to successfully perform the Work.

The City reserves the right to reject any Bidder who does not satisfy the City as to his ability to successfully perform the Work, previous pre-qualification notwithstanding.

The cause for rejection shall include:

a. Non-compliance of the Bidder with the requirements of an equal employment opportunity in contracting program as may be prescribed by ordinance;

b. Non-compliance by the Bidder with the requirements of a minority and female business enterprise participation program as may be prescribed;

c. Inadequate quality, availability and adaptability of the supplies or services to the particular use required; or

d. Unacceptable number and scope of conditions attached to the Bid by the Bidder, if any.

15. AFFIDAVIT (REQUIRED SUBMITTAL)

Affidavits must be filled in completely, signed by the Bidder, and notarized. Violation of the statements set forth in this affidavit may be grounds for rejection of Bid, or termination of Agreement by the City, as appropriate, as well as other appropriate remedies as provided by local, state, and federal statutes.

16. EQUAL BUSINESS OPPORTUNITY PROGRAM (REQUIRED SUBMITTAL)

The Bidder shall complete the Equal Business Opportunity ("**EBO**") Program documents in accordance with the instructions included in Appendix A, Requirements of the Office of Contract Compliance and shall properly execute the documents.

A determination by the City that misstatements have been made by the Bidder in this document shall cause rejection of Bid or termination of Agreement, as appropriate and shall be grounds for other remedies available under City ordinances, and state or federal statutes.

17. AUTHORIZATION TO TRANSACT BUSINESS (REQUIRED SUBMITTAL)

Each Bidder must submit with its Bid documentation that demonstrates it is duly authorized to conduct business in the State of Georgia. If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

18. BUSINESS NON-DISCRIMINATION POLICY

The City prefers to do business with firms or institutions that include representation of minorities and women at all levels.

19. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder(s) must certify and fully comply with the requirements, terms, and conditions of the section on EEO.

20. CONTRACT EMPLOYMENT REPORT

Upon award of an Agreement with the City, the successful Bidder must submit a Contract Employment Report ("**CER**") and supplemental information as required to comply with the paragraph, "Monitoring of EEO Policy, Requirements of the Office of Contract Compliance".

21. FIRST SOURCE JOBS POLICY EMPLOYMENT AGREEMENT (REQUIRED SUBMITTAL LOCATED IN APPENDIX A)

The Bidder shall acknowledge and implement the First Source Jobs Policy.

22. BID FORM; BID DATA; CHECKLIST (REQUIRED SUBMITTALS)

The Bidder must complete and execute these sections of the Bidding documents.

23. WAGE RATES OF CITY OF ATLANTA FUNDED CONSTRUCTION PROJECTS

Contractor is Responsible for all Federal and State government wage requirements.

24. PRE-BID INSPECTION

The Bidder shall make itself familiar with all of the Agreement documents and other instructions before submitting its Bid, in order that no misunderstanding shall exist in regard to the nature and character of the Work to be done. No allowance shall be made for any claims that the Bid is based on incomplete information as to the nature and character of the site or the Work involved.

The Contractor, by execution of the Agreement, shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument and the City shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.

25. ADDENDA AND INTERPRETATIONS

All questions by prospective Bidders as to the interpretations of the Bidding Documents must be submitted in writing to: Lloyd A. Richardson, Contracting Officer, City of Atlanta, Department of Procurement, 55 Trinity Avenue, S.W. Suite 1900, Atlanta, Georgia 30303, or faxed to (404) 865-8504 or emailed to LARichardson@atlantaga.gov, and must be received by **Friday, November 6, 2015 at 2:00 P.M. EST**. Every interpretation made to a Bidder will be in the form of an addendum to the Bidding Documents, and when issued, will be on file in the Department of Procurement. In addition, all addenda will be mailed to each person holding Bidding Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Agreement and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

The City shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whosoever made, that is not incorporated into an addendum to the Bidding Documents. No response shall be made to inquiries received later than **2:00 P.M. EST on Friday, November 6, 2015**.

26. PROHIBITED CONTACTS

Any questions regarding this ITB should be submitted in writing to City's contact person, **Lloyd A. Richardson**, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307 or e-mail **larichardson@atlantaga.gov**. All Bidders and representatives of any Bidder are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to the City's

contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

27. PRE-BID CONFERENCE

A Pre-bid Conference will be held on **Wednesday, November 4, 2015, at 11:00 A.M. EST**, in Suite 1900, Department of Procurement**,** 55 Trinity Avenue, S.W., Atlanta, Georgia 30303. At that time, the general requirements of the project will be discussed. Any additional questions raised by Bidders will be discussed. Any additional questions raised by Bidders will be discussed. It is **strongly** encouraged that all Bidders attend the Pre-bid Conference.

General requirements of the project will be discussed at the Pre-bid Conference. Also discussed will be questions regarding preparation and submission of Bids and general contractual requirements. Bidders will be allowed to ask questions. **Oral answers to questions during the Pre-bid Conference will not be authoritative**.

It should be emphasized that nothing stated or discussed during the course of this Conference or the Site Visit shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding Documents.

28. TIME FOR RECEIVING BIDS

Sealed Bids for this project will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., Atlanta, GA 30303, no later than 2:00 P.M. EDT, (as verified by the Bureau of National Standards) on **Friday November 20, 2015. ABSOLUTELY NO BIDS WILL BE RECEIVED AFTER 2:00 P.M. EDT ON THE RESPECTIVE DATE.** All Bids received by the time and date set forth will be opened publicly and read at **2:01 P.M. EST** in the Department of Procurement Bid Conference Room, Suite 1900, at the aforementioned address.

Bids received prior to the advertised hour of opening will be kept secured and sealed. The contracting officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mail for which the Bidder was not responsible, such Bid will be received and considered.

29. BID MODIFICATION AND WITHDRAWAL

Bids may be modified after they have been submitted, but only before the Bid opening date and time. Modifications must be signed by the Bidder and must be received by the City no later than the Bid opening time and date. Modifications should not reveal the total Bid

amount, but should identify the addition and subtraction or other modification in a manner in which the prices will not be known by the City until the sealed Bid is opened.

Bids may be withdrawn after they have been submitted, but only before the Bid opening date and time. Withdrawn bids may be resubmitted, but only in the manner in which the Bid was originally submitted. Withdrawals must be signed as stipulated above for modification. Bids may not be withdrawn between the Bid opening time and one hundred and eighty (180) calendar days thereafter, except as may be agreed upon by a written agreement between the Bidder and the City.

30. BID EVALUATION

a. Each Bid timely received and in the City's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of ***one hundred eighty (180) calendar days*** after the Bid opening and will not be withdrawn or modified during that time. The City may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the City and the Bidder or Bidders concerned.

b. After the Bids have been opened and before any award is made, the City will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, financial data, Local Preference Program, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.

c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the City. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The City reserves the right to disapprove any proposed Subcontractor or equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

e. The City reserves the right to reject any Bid where any bid price(s) appears to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the City. Where only a single responsible and responsive Bid is received, the City may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis

and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the City's discretion and not dependent upon performance of a price or cost analysis.

f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the City to be non-responsive, provided, however, that the City reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the City, in its sole discretion, that the bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the City reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

g. The City intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the City reserves the right to reject any and/or all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.

h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

31. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

a. The **responsiveness** of a Bidder is determined by the following:

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;

2. The completeness of all material, documents and/or information required by the City; and

3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

b. The **responsibility** of a Bidder is determined by the following:

1. The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required;

2. The capability of the Bidder to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the Bidders;

4. The quality of performance of previous contracts or work;

5. The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work;

6. The sufficiency of the financial resources and ability of the Bidder to perform Agreement or provide the Work;

7. The compliance of the Bidder with the requirements of Division II, Equal Employment Opportunity (EEO), and Division 12, Minority and Female Business Enterprises, of the City's Department of Procurement;

8. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and

9. The successful Bidder shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

32. SURETY BONDS

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the City and authorized to act as such in the State of Georgia;

b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and

c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement.

The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

33. POWER OF ATTORNEY

Attorneys-in-fact who sign agreement bonds must file with each bond a certified copy of their power of attorney with the appropriate effective date.

34. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

35. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations, and they will be deemed to be included in the Agreement the same as though therein written out in full.

Bidder's attention is directed to the following laws and regulations:

a. Wages under this Agreement must not be less than the minimum wage rates specified for Atlanta-funded projects as set forth in these documents;

b. Applicable provisions of the Occupational Safety and Health Act ("**OSHA**") must be observed during Work under this Agreement; and

c. Appendix A – Requirements of the Office of Contract Compliance.

36. AGREEMENT TERMS

The terms of this Agreement shall be for a period of two (2) years with the option to renew for three (3) additional one (1) year periods.

37. LIQUIDATED DAMAGES

The performance of the Work under Agreement within the specified time is essential to the City's economic interests. The attention of potential Bidders is directed to the provisions of

the Agreement Documents, which establish the basis for liquidated damages to be paid to the City in the event that the Work is not completed on schedule**.**

38. EXECUTION OF AGREEMENT

Subsequent to the award and within five (5) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City **seven (7) copies** of the City-Contractor Agreement as included in the Agreement Documents and provide performance and payment bonds and insurance certificates. The failure of the successful Bidder to execute the City-Contractor Agreement and to supply the required bonds within five (5) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the Bidder shall forfeit the Bid Guarantee and the City may either award the Agreement to the next lowest responsive Bidder or re-advertise for Bids, and may proceed against the bid bond of the defaulted Bidder. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the City for a refund.

39. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference may be held with the successful Bidder(s) and all known Subcontractors at a time and place set by the City.

40. SUBSTITUTIONS

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable, provided the material, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

Whenever the design is based on a specific product of a particular manufacturer or manufacturers, the manufacturer(s) will be shown on the Drawings and/or listed in the Specifications. Any item other than those so designated shall be considered a substitution.

If the manufacturer is named in the Drawings and/or detailed specifications as an approved manufacturer, products of that manufacturer meeting all Specification requirements are acceptable.

Approval of any substitution will be made under the following provisions:

a. If the term "OR EQUAL" follows the names of approved manufacturers, then other manufacturers desiring approval may submit the product to the Engineer for approval during the bidding phase. The manufacturer should include the following items in this pre-submittal:

1. Descriptive literature, including information on materials used, minimum design standards features, manufacturing processes and facilities, and similar information, which will indicate experience and expertise in the manufacture of the product being evaluated;

2. Performance specifications applicable to the manufacturer's standard design, which indicate the level of performance to be expected from the product;

3. A complete set of submittal Drawings of similar equipment that has been completed and placed into operation;

4. A list of existing installations of equipment similar in type and size;

5. Evidence of technical ability of the manufacturer to design and manufacture Equipment and systems meeting project requirements. Evidence submitted shall include, at a minimum, descriptions of engineering and manufacturing staff capabilities;

6. Information required to satisfy specified experience requirements or a copy of the bond to be submitted in lieu of experience;

7. A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location;

8. A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent; and

9. All other information necessary to fully evaluate the product for consideration.

b. This pre-submittal shall reach the Engineer no later than three (3) weeks prior to the Bid date. Manufacturers will be advised of approval or rejection in writing no later than fourteen (14) days prior to the Bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than one (1) week prior to the bid date. Manufacturers making supplementary submittals will be advised of approval or rejection in writing no later than three (3) days prior to the bid date.

NOTE: Bids based on equipment, which has not received the approval of the Engineer, will render the Bidder as non-responsive and cause rejection of the Bid.

c. If the term "EQUAL TO" precedes the names of approved manufacturers in the Specifications, the Contractor may, after receiving the Notice to Proceed, submit

Shop Drawings on the substitute product for the approval of the Engineer in accordance with General Condition 28**.**

Any Bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Bidder shall include in his bid the cost of accessory items, which may be required by the substitute product and any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

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

41. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Each Bidder must complete and submit a Contractor's Affidavit attached hereto as Form 1; Illegal Immigration Reform and Enforcement Act Forms with its bid. This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (the "ACT"). Pursuant to the Act, the Bidder must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any proposal which does not include a complete Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Illegal Immigration Reform and Enforcement Act. All bidders/proponents intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll.

42. AWARD LIMITATIONS

The City has solicited one (1) project known as FC-8249, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure, which is related to this project, FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure. The same Bidder (whether as a joint venture partner or individual entity) will not be awarded both projects.

+ + + END OF INSTRUCTIONS TO BIDDERS + + +

PART I

Section 2 – Required Submittals

REQUIRED SUBMITTAL FORMS

All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation <u>must fill out all forms</u> in their entirety, and all forms must be <u>signed</u>, <u>notarized</u> or <u>sealed with the corporate seal</u> (if applicable), as required per each form's instructions.

If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent <u>must fill out all the forms</u> listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO BIDDERS:

All Bidders must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Bidders in complying with the requirements of the City's procurement process and the terms of this ITB.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Bid prior to Bid due date.

2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.

3. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit.

   Example 1, ABC, Inc. and XYZ, Inc. form and submit a Bid as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

   Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Bid under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Bid submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.

5. All Contractor Affidavits must be duly notarized.

6. All Contractor Affidavits must be submitted with the Bidder's Response to the ITB.

7. Subcontractor and sub-subcontractor affidavits are not required at the time of Bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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 Atlanta 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 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 **FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure**

Name of Public Employer: City of Atlanta

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

Executed on _____, ____, 20__ 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 _____, 20____

_____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____ (name of contractor)) on behalf of the City of Atlanta 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-
91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

Executed on _____, ____, 20__ 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 _____, 20____

_____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

"Affiliate"	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
"Contractor"	Any person or entity having a contract with the city.
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent"	Any individual or entity that submits a Bid in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. **If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.**

Instructions: Provide the following information for the entity or individual completing this Statement (the "Individual/Entity").

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:

2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

4. Name and title of Contact Person for the Individual/Entity:

5. Is the individual/Entity authorized to transact business in the state of Georgia?

☐ Yes **(Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)**

☐ No

C. Questionnaire

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

START HERE

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

	YES	NO
2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct?	☐	☐
3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved.	☐	☐
4. Has the Respondent been charged with a criminal offense within the last ten (10) years?	☐	☐
5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received.	☐	☐

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

	YES	NO
(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?	☐	☐
(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?	☐	☐
(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.	☐	☐

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 3 of 7)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City? **YES** ☐ **NO** ☐

(b) directly or indirectly, received revenues from the City? **YES** ☐ **NO** ☐

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? **YES** ☐ **NO** ☐

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? **YES** ☐ **NO** ☐

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? **YES** ☐ **NO** ☐

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES** ☐ **NO** ☐

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? **YES** ☐ **NO** ☐

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES** ☐ **NO** ☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. **YES** ☐ **NO** ☐

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: **YES** ☐ **NO** ☐

_____

_____

_____

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

> "I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality . Details of the Bids will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or Proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Declaration

Under penalty of perjury, I declare that I have examined this Disclosure Affidavit and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20___

Subscribed and sworn to or affirmed by _____ (name) this ___ day of _____, 20___.

_____

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership:_____

Signature of authorized representative:_____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____(name), as the _____(title) of _____(entity or partnership name) this_____day of _____, 20____.

_____

Notary Public of _____(state)

My commission expires: _____

Required Submittal *"Unless a Bidder Elects to Submit an Alternative Form of Payment"*
(FORM 3)

Bid Bond (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____
_____
hereinafter called the PRINCIPAL, and _____
_____
hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia **(OBLIGEE)**, in the penal sum of **One Hundred Thousand Dollars and Zero Cents ($100,000.00);** for **PROJECT NUMBER FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure**, good and lawful money of the United States of America, to be paid upon demand of the OBLIGEE, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the OBLIGEE, for **PROJECT NUMBER FC-__; _____,** a Bid;

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 Bid;

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the OBLIGEE, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said OBLIGEE, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the OBLIGEE, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including attorney's fees to be fixed by the Court.

PLEASE NOTE: If this Form 3 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 3.

Required Submittal *"Unless a Bidder Elects to Submit an Alternative Form of Payment"*
(FORM 3)

Bid Bond (Page 2 of 2)

This Bid Bond is for the Penal Sum of:

One Hundred Thousand Dollars and Zero Cents ($100,000.00); for **PROJECT NUMBER FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure**. The money payable on this Bond shall be paid to the OBLIGEE, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____day of _____20__.

Corporate Bidder:
[Insert Corporate Name]

_____
Signature:_____
Print Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)

Non-Corporate Bidder:
[Insert Bidder Name]

_____
Signature:_____
Print Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

SURETY:

Signature:_____

Attorney-in-Fact:_____

Print Name: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Bidders **MUST** submit **a completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Bidder being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert insurance company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](“**Insurer**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this _____ day of _____, 20____ [*insert date*]:

(a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;

(b) Insurer has reviewed the Agreement attached to the solicitation for Project Number FC-___: _____ (“**Project”**) and its corresponding **Appendix B for Insurance and Bonding Requirements;**

(c) Insurer certifies that if, as of the date written above, _____ (“**Bidder**”) was selected as the successful Bidder for the Project, Insurer would provide insurance to Bidder for this Project in accordance with the terms set forth in the corresponding **Appendix B for Insurance Requirements**; and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Bidder is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Bidder's security submitted with its offer and/or disqualify Bidder from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [*insert company name on line provided below*]

Authorized Signatory

_____

By:_____

Print Name:_____

Title:_____

_____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Bidders **MUST** submit **a completed copy of this form executed by their surety.** Failure to submit completed form will result in the Bidder being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert surety company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](“**Surety**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this _____ day of _____, 20____ [*insert date*]:

(a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;

(b) Surety has reviewed the Agreement attached to the solicitation for Project Number FC-___: _____ (“Project”) and its corresponding **Appendix B for Insurance and BondingRequirements;**

(c) Surety certifies that if, as of the date written above, _____ _____(“**Bidder**”) was selected as the successful Bidder for the Project, Surety would provide bonding to Bidder for this Project in accordance with the corresponding **Appendix B for Insurance and Bonding Requirements**; and

(d) **Surety only**: The Surety states that Bidder's uncommitted bonding capacity (not taking into account this Project) is approximately $ _____(U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Bidder or that Bidder will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Bidder is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Bidder's security submitted with its offer and/or disqualify Bidder from further consideration for the award of the Agreement.

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

Surety: [*insert company name on line provided below*]

_____

By:_____

Print Name: _____

Title:_____

_____

Notary Public of _____ (state)
My commission expires: _____

Required Submittal (FORM 5)

Acknowledgment of Addenda

Bidders should sign below and return this form with their Bid(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure**:

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____day of _____, 20__.

Corporate Bidder: [Insert Corporate Name]	Non-Corporate Bidder: [Insert Bidder Name]
_____	_____
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
_____ Corporate Secretary/Assistant Secretary (Seal)	_____ Notary Public (Seal) My Commission Expires:_____

Required Submittal (FORM 6)

Bidder Contact Directory[1]

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

[1] The purpose of the Bidder Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Bidder. This Bidder Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Bidder's team:

1. At least two (2) individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this ITB; and
2. Bidder's Key Personnel (as appropriate) as listed on Form F.

Required Submittal (FORM 7)

Reference List

Each Bidder must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Bidder's performance ability and credibility in a particular industry or trade.

Reference: Name
Address
City, State, Zip
Phone
Fax

Project Title: _____

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Bidder's Role and Responsibilities:

Current Completion Status:

_____

(Use the Same Format to Provide the Additional References)

Required Submittal (FORM 8)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Bid see table below "Required Bid Submittal Check Sheet." Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* **It is each Bidders sole responsibility to ensure that their Bid to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.**

Submit one (1) Original Bid, signed and dated, and seven (7) complete copies of the Original Bid including all required attachments.

In addition to the hard copy submissions, each Bidder shall submit two (2) digital versions of its Bid Submission in Adobe Portable Document Format ("PDF") on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) version should be a redacted version of the hard copy Bid Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Bidder's printed Bid Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

	Required Bid Submittal Check Sheet	Check (√)
1	**Part I** – Instruction to Bidders (Bid Guarantee Included)	( )
2	**Appendix A** - Office of Contract Compliance (Required Submittals Included)	( )
3	**Part I, Section 2** – All Required Submittal Forms (**if any of the required submittal documents are not submitted or incomplete within your Bid submittal package, your firm may be deemed non-responsive**). Required Submittals include but are not limited to: ☐ Form 1; Illegal Immigration Reform and Enforcement Act Forms ☐ Form 2; Contractor Disclosure Form ☐ Form 3; Bid Bond ☐ Form 4.1; Certification of Insurance Ability ☐ Form 4.2; Certification of Bonding Ability ☐ Form 5; Acknowledgment of Addenda ☐ Form 6; Bidder's Contact Directory ☐ Form 7; Reference List ☐ Form 8; Required Submittal Checklist ☐ Exhibit A.1; Compensation and Fee Schedule ☐ Authority to Transact Business in the State of Georgia ☐ Bidder's Qualifications – Experience Statement ☐ Bidder's Qualifications – Lower Tier Experience Statement ☐ Bidder's Qualifications – Work in Progress ☐ Bidder's Qualifications – Safety and Health History Form ☐ Bidder's Qualifications – Key Personnel ☐ Bidder's Qualifications – Georgia Utility Contractor's License Form	( )
4	**Bidder's Official Company Name:** **Company Physical Address:**	
5	**President/Vice President/Owner Name:**_____ **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	
6	**Primary Point-of-Contact Concerning ITB:**_____ **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	

PART II

DRAFT ANNUAL CONSTRUCTION SERVICES AGREEMENT

ANNUAL CONSTRUCTION SERVICES AGREEMENT

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is entered into effective this _____ day of _____, 201__, (the "Effective Date") by and between THE CITY OF ATLANTA ("Owner" or the "City"), and _____ ("Contractor").

The City and Contractor agree as follows:

1. DEFINITIONS

The following terms have the meaning assigned:

"**Agreement Documents**" means this Agreement and its Exhibits, Appendices, Task Orders, Change Orders, Documentation, Drawings, and Specifications, including

Construction Services Agreement
Exhibit A- General Scope of Services
Exhibit A.1- Compensation and Fee Schedule
Exhibit A.2- Task Orders
Exhibit B- Legislation
Exhibit C- Supplement Conditions and Technical Specifications
Exhibit D- Additional Contract Documents
Appendix A- Office of Contract Compliance
Appendix B- Insurance and Bonding Requirements

"**Agreement Term**" has the meaning set forth in Article 2, unless otherwise expressly amended or changed, pursuant to the City's authorized approval in conformance with the City of Atlanta Code of Ordinances and applicable law.

"**Changes**" has the meaning set forth in Article 8.

"**Change Order**" has the meaning set forth in Article 8.

"**City Representative**" has the meaning set forth in Article 6.

"**Claim**" means any demand, contention, or assertion seeking additional time or money under the terms of this Agreement. Claims by the Contractor must be made in writing and contain all of the following or such Claims are released: (a) a narrative statement describing the amount and bases of the Claim; (b) the precise number of days claimed as a result of any delay; and (c) a detailed calculation of the precise amount of additional compensation claimed with all required supporting Documentation.

"**Documentation**" has the meaning set forth in Article 4.

"**Drawings**" include, without limitation: all renderings, technical and design drawings, specifications, plans, layouts, diagrams, illustrations, descriptions, calculations, schedules, graphs, performance charts, shop drawings; as-built drawings; all graphic or pictorial material needed to show locations, dimensions, elevations, sections, and details; all documents necessary to fix and describe the size, quality and composition of the Project (or parts thereof); supplier operating and maintenance manuals, recommended spare parts lists, documents required to support permitting and licensing, and any other data pertinent to operation of the Project.

"**Emergency Work**" has the meaning set forth in Article 2.

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"**Final Completion**" means that point in time where the City has confirmed to the Contractor in writing that the Services required by a Task Order have achieved Substantial Completion, Contractor has completed all punch-list items associated with a Task Order, and Contractor has provided all Documentation required by the Agreement Documents and Task Orders for Final Completion.

"**Final Payment**" means the final amount of compensation due under a Task Order or this Agreement (as applicable) and shall not become due until Contractor satisfies all of the requirements of Article 9.

"**Minimum Quantity**" means one dollar ($1.00) in United States Currency, which is the minimum amount of Services that shall be ordered by the City pursuant to this Agreement.

"**Project**" means or refers to the Project(s) specifically identified in Task Orders issued pursuant to this Agreement.

"**Services**" means the specific tasks and activities to be performed by Contractor as identified in a Task Order issued pursuant to this Agreement, as well as all ancillary and incidental tasks and activities not expressly identified in a Task Order but which are reasonably necessary to be performed in order to complete the tasks and activities expressly identified in a Task Order.

"**Standard**" has the meaning set forth in Article 6.

"**Substantial Completion**" as applicable to a Task Order, means that point in time in which the Services that are the subject of a Task Order are capable of being used for their intended purpose and comply with all of the requirements of Article 9, the Specifications, and the other Agreement Documents.

"**Total Sum**" means the total maximum amount of compensation for which all Task Orders may potentially be issued pursuant to this Agreement. Contractor's entitlement to payment under this Agreement shall not exceed the Total Sum.

"**Work**" means all the Services specified, indicated, shown, or contemplated by the Agreement Documents and applicable Task Orders, as well as the furnishing by Contractor of all materials, equipment, labor, methods, processes, construction, manufacturing, tools, plants, design, supplies, power, water, transportation and any other things necessary or incidental to complete such Services in accordance with the Agreement Documents and applicable Task Orders that will ensure a functional and complete Project(s).

"**Task Order**" means an order executed by the City, substantially in the form and substance provided in **Exhibit A** to this Agreement that specifies the Services to be provided by Contractor to the City, the agreed amount of payment for such Services, and the time limitations for completing the Services.

"**Task Order Commencement Date**" means the date identified in a notice to proceed and/or a Task Order issued by the City, which instructs the Contractor to start the performance of Services required by a Task Order. The times for Substantial Completion and Final Completion will be measured from the Task Order Commencement Date.

"**Work Product**" has the meaning set forth in Article 6.

2. SERVICES.

2.1 In General. The City desires to obtain from Contractor the Services described generally on **Exhibit A** attached and as further described on Task Orders (individually, a "Task Order" and, collectively, the "Task Orders") that may be executed from time to time between the Parties, pursuant to this Agreement.

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The Services to be provided by Contractor are those ordered by the City that are reflected in a Task Order executed by the City. Contractor agrees to provide to City the Services per the Agreement Documents and each Task Order issued by the City. Each Task Order will include at least the following:

a reference to this Agreement;
the Task Order Commencement Date;
the required dates of Substantial and/or Final Completion of the Services, as applicable;
the Services to be provided by the Contractor;
required deliverables and submittals;
the amounts payable and payment schedule for the Services; and
any additional provisions applicable to the Services.

Except as provided for Emergency Work, no Task Order will become effective until it has been executed by an authorized representative of the City. A Task Order issued pursuant to this Agreement will be substantially in the form of **Exhibit A.2** hereto. All approved Task Orders shall be incorporated by reference into this Agreement.

2.1.1 Emergency Work. In some cases, the City may require emergency Services to be performed by the Contractor, which pose an imminent threat to the public health, safety, general welfare ("Emergency Work"). In such cases, the City's Authorized Representative shall notify the Contractor by email or other written communication the type and scope of work needed under the circumstances. Once notified, Contractor shall immediately mobilize and begin Services, as is necessary to remediate the emergency conditions. Payment for such Services shall be in accordance with Option 1, pursuant to Section 4.1.1.

2.1.2 Authorization. If applicable, this Agreement is authorized by legislation adopted by the City, which is attached as **Exhibit B**.

2.2. The sum of payments by City under each Task Order shall be specified by a Maximum Payment Amount (the Task Order Maximum Payment Amount) applicable to the services to be performed under such task order.

2.3 Task Orders under this Agreement may be issued by City without further legislative approval under Code section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by the City's Chief Procurement Officer, head of the affected using agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for Services for which charges are established in this Agreement. Contractor shall promptly proceed with the Services set forth in any such Task Order. If City solicits a proposal from Contractor for a Task Order, Contractor shall submit its proposal with a Task Order containing all the necessary terms and executed by Contractor. Task Orders may be issued or executed during the term of this Agreement that contain a service performance period that extends beyond the term; provided, however, that no Task Order may be issued or executed under this Agreement subsequent to the expiration or termination of the term.

2.4 City makes no representations or warranties about the quantity of services that will be requested or charges that will be paid under this Agreement. Any quantity of Services or amount of charges set forth in this Agreement are estimates only.

2.5 Initial Term. The initial term of this Agreement will be 2 years. This Agreement shall commence on the Effective Date and end on [_____]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.6 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for [3] additional one-year terms. If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for

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consideration by City's Council and Mayor prior to the expiration of the prior term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior term.

If such legislation is enacted, City will notify service provider of such renewal, at which time service provider shall be bound to provide Services during such renewal term, without the need for the parties to execute any further documents evidencing such renewal, it being acknowledged by service provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal term.

3. COMPENSATION

3.1 Compensation for Services will be based upon agreed unit prices as set forth in the fee schedule attached as **Exhibit A.1**. No payment to Contractor shall exceed Annual Maximum Payment Amount; Task Order Maximum Payment Amount; the Total Sum; or the hourly rates, materials, reimbursable expenses and other payment terms identified in Exhibit A.1. All costs of items associated with the Work and incidentals necessary for the proper and timely completion of the Work shall be considered as included in the unit prices attached as **Exhibit A.1**. Payment for all Work in accordance with the unit prices identified in **Exhibit A.1** shall be full compensation for all labor, materials, equipment, methods, processes, construction manufacturing, tools, plants, designs, supplies, power, water transportation and any other things necessary or incidental to furnish, install, construct, and test the Work covered under the applicable unit price. The unit prices set forth in Exhibit A.1 are inclusive of all taxes, levies, duties and assessments of every nature in connection with the Services ("Taxes"). Services for which there is no price schedule set forth in **Exhibit A.1** shall be considered incidental to the Work and no compensation shall be allowed.

3.2 Contractor acknowledges and agrees that if the quantities originally contemplated under the Agreement Documents are materially changed so that application of such unit prices to quantities of the Work performed will cause substantial inequity to the City, the applicable unit prices shall be equitably adjusted pursuant to Article 8. For purposes of this Article 3.2, a change in quantities may be considered material if such change is greater than or equal to forty percent (40%) more than the quantities set forth in the Agreement Documents.

3.3 No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any person, firm, or corporation who is in arrears to the City for taxes, or any other debt or claim, and the City shall be entitled to counterclaim and/or offset any such debt, claim, demand or account in the amount of taxes so in arrears or other debts or claims of the City, and no assignment or transfer of such debt, claim, demand, or account after the said taxes are due or after any such debt or claim is asserted by the City, shall affect the right of the City to so offset the said taxes, debts, or other obligations against the same. Contractor agrees that the City shall be allowed to setoff and recoup any claim or demand that it may have against Contractor (or any of its constituent members if Contractor is a joint venture) whether such claim or demand is liquidated or unliquidated. Contractor further agrees that in the event it assigns or sells any amounts due or to become due under this Agreement, notice to the City of such assignment or sale shall not affect the City's rights of setoff or recoupment against Contractor for claims subsequently arising from this Agreement or any other contract with the City. Any assignee or purchaser of any amounts due Contractor under this Agreement shall be bound to these provisions and shall assume the risk of subsequently arising claims of setoff or recoupment.

4. TERMS OF PAYMENT

4.1 Payment to the Contractor will be made according to one of the following methods identified in this Article 4. Task Orders issued pursuant to this Agreement will identify the method of payment selected by the City. Selection of the applicable payment options identified in Articles 4.1.1 and 4.1.2 is in the City's sole discretion. In the event that a Task Order does not expressly state the procedure for payment selected by the City, then Contractor will be entitled to payment in accordance with Article 4.1.1. Contractor shall prepare and submit to City invoices for payment for all Services in accordance with the Task Order, which shall include such detail and format as the City may reasonably require.

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Payment Methods

4.1.1 Option 1, Payment Upon Final Completion: Subject to the City's right to offset payment and its rights to withhold payment set forth in Article 4.4, Contractor shall be entitled to full payment for a Task Order sixty (60) days after achieving Final Completion of the Services required by a Task Order based upon a lump sum, based upon time and materials and calculated from the labor and materials categories set forth in **Exhibit A**. Contractor agrees to execute such payment application forms and release of claim forms as the City may require as a condition precedent to the City's obligation to make any payment to Contractor.

4.1.2 Option 2, Progress Payments: If the City elects to pay Contractor in accord with this Article 4.1.2, then upon issuance of a Task Order, Contractor shall submit to the City monthly invoices for Services performed. Each invoice shall be accompanied by a payment application identifying the applicable Task Order, such time sheets, daily reports, receipted invoices, invoices with check vouchers attached, Contractor's interim and final releases of lien and bond rights (as applicable), Contractor's sub-tier contractor interim and final releases of lien and bond rights (as applicable), Contractor's verification of quantities delivered pursuant to Task Order(s), all Drawings required by a Task Order, all documents, work product, and information required by the Specifications, and such other records as the City may reasonably request for the purpose of verifying the accuracy of the invoice (collectively "Documentation"). Subject to the City's right to offset payment and its rights to withhold payment set forth in Article 4.4, payment to Contractor will be made less applicable retention within thirty (30) days of receipt of all supporting Documentation required by the Agreement Documents. Contractor agrees to execute such payment application forms and release of claim forms as the City may require as a condition precedent to the City's obligation to make any payment.

4.2 This Article 4 completely supersedes the Georgia Prompt Pay Act as it relates to Owner payments and any modifications or successors to the Georgia Prompt Pay Act to the fullest extent allowed by law. Contractor acknowledges and agrees that payment shall be in accordance with the provisions of this Agreement and expressly waives its right to assert entitlement under O.C.G.A. § 13-1-11, *et. seq.* to the full extent permitted by law. Should the City fail to issue payment for undisputed amounts within ninety (90) days of approval, annual interest on the payment amount may accrue at the Prime Rate, plus one percent (1%). The Prime Rate shall be based on that published in the *Wall Street Journal* on the first business day of January or June, whichever has most recently passed, of the current year.

4.3 The City may decline to approve payment and may withhold any payment, in whole or in part because of: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of the contractor to promptly make payments to sub-tier contractors; (d) reasonable evidence that the Work cannot be completed for the Total Sum; (e) reasonable evidence that the Services will not be completed within the time required by a Task Order; (f) failure to carry out the Services in accordance with the requirements of the Agreement documents; (g) failure to comply with the insurance and bonding requirements of the Agreement Documents; (h) Contractor's insolvency or reasonable evidence that contractor fails to pay its debts as they come due; (i) liquidated damages due in accordance with article 9; or (j) a material failure of the contractor to comply with any of the requirements of the agreement documents. No full or partial payment of any invoice or any use of Services constitutes acceptance of any Services.

4.4 Any Disputes concerning payment shall be resolved in accordance with Article16.

5. CONTRACTOR'S ACCOUNTING RECORDS AND THE CITY'S RIGHT OF AUDIT

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. The City shall be afforded reasonable access to Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, records of delivered quantities, daily reports, job cost reports, and such other data relating to this Agreement during normal

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business hours at the location where such documents are stored by Contractor. The Contractor shall preserve all such related documentation for a period of two (2) years after the expiration of the Agreement Term. The City shall have the right to audit the books and records related to this Agreement at any time. Contractor shall provide access to its books and records associated with this Agreement within 72 hours of the City's provision of written notice to Contractor.

6. OBLIGATIONS OF THE CONTRACTOR

6.1 Contractor will perform all Services in a timely and professional manner, consistent with the Standard. Contractor shall not be deemed to be an agent of the City for any purpose but shall in all events be an independent contractor exercising control over its Services and the manner in which they are performed.

6.2 Contractor will not perform any Services until the City directs Contractor in writing to proceed. Unless otherwise specified in a Task Order, the execution of a Task Order by the City shall constitute notice and authorization to Contractor to proceed in strict accordance with the Agreement Documents.

6.3 Contractor will perform Services under this Agreement with the highest degree of skill and diligence normally practiced by contractors performing the same or similar services as are being performed by Contractor under this Agreement and under any Task Order in accordance with all applicable federal, state, local laws, ordinances, rules, regulations, and lawful orders ("Standard"). Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and shall coordinate all portions of the Work under the Agreement Documents.

6.4 Contractor shall enforce strict discipline, professionalism, and good order among Contractor's employees and sub-tier contractors. The City may, after provision of written notice to Contractor, require Contractor to remove from the Work any employee the City deems incompetent, unprofessional, or otherwise objectionable, including any employee of Contractor's sub-tier contractors.

6.5 Unless otherwise provided in the Agreement Documents, Contractor shall secure and will provide all permits, licenses, and other applicable legal documents required for Contractor's performance of the Work required by the Agreement Documents. In no event will Contractor's failure to timely secure permits, licenses, and/or other applicable legal documents serve as a basis for a Claim under this Agreement.

6.6 Key Personnel and Key Subcontractors. The following persons are identified by the Contractor as its key personnel that will provide the Work and Services required by the Agreement Documents:

6.6.1 Key Personnel:

(a)_____;

(b)_____; and

(c)_____.

6.6.2 Key Subcontractors:

(a)_____;

(b)_____; and

(c)_____.

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6.6.3 Contractor shall not transfer, reassign or replace Key Personnel and/or Key Subcontractors identified in Articles 6.6.1 and 6.6.2, except as the result of retirement, voluntary resignation, involuntary termination for cause in Contractor's sole discretion, illness, disability, or death, during the term of this Agreement without the prior written approval from the City.

6.7 Suspension of the Work. The City may, by written notice to Contractor, suspend at any time the performance of any or all of the Work to be performed under this Agreement. Contractor shall be entitled to request an extension of time pursuant to Article 8 in the event the City issues a suspension notice per this Article 6.7. Unless the suspension notice directs otherwise, upon receipt of a suspension notice Contractor must:

6.7.1 immediately discontinue suspended Work on the date and to the extent specified in the notice;

6.7.2 place no further orders or subcontracts for materials, services or facilities with respect to suspended Work, other than to the extent required in the notice; and

6.7.3 take any other reasonable steps to minimize costs associated with the suspension.

6.8 The City shall designate to the Contractor in writing a representative(s) (the "City Representative") who shall serve as primary interface and the single-point of communication for the provision of Services; have day-to-day interaction with Contractor to address issues relating to this Agreement; and to the extent provided under applicable laws and the City's Code of Ordinances, have the authority to execute any additional documents or Change Orders on behalf of City. Any Work, document, or item to be submitted or prepared by Contractor hereunder shall be subject to the review of the City Representative. The City Representative may disapprove, if in the City Representative's sole opinion the Service, Documentation, Drawing or item is not in accordance with the requirements of the Agreement Documents or sound professional principles, or is impractical, uneconomical or unsuited for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Contractor shall revise and/or correct the Work so that it meets the approval of the City Representative at no additional cost to the City. The "City Representative" may also be referred to as the "City Engineer."

6.9 Contractor shall diligently perform the Services required by a Task Order within the time required by the Task Order notwithstanding any disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City may otherwise direct pursuant to this Agreement. Contractor's failure or refusal to work through disputes in accordance with this Article 6.9 shall be deemed a material default under this Agreement, which will entitle the City to immediately rely upon Contractor's sureties to cure said default.

6.10 Except as otherwise expressly provided in this Agreement, all Drawings, Documentation, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Contractor or any of its sub-tier contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Contractor's or its sub-tier contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or a third party) shall be deemed to be "works made for hire" and made in the course of Services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other applicable law, such Work Product shall belong exclusively to City. Contractor and its sub-tier contractors grant the City a non-exclusive, irrevocable, global, perpetual, transferable, fully paid up, royalty free license to all Work Product not exclusively developed for City under this Agreement.

6.10.1 If any of the Work Product is determined not to be a work made for hire, Contractor hereby assigns to the City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that

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cannot be assigned to City, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, global, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

6.10.2 The City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

6.10.3 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor may not originally vest in City by operation of applicable law, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the City all rights, title and interest in the Work Product.

6.10.4 Without any additional cost to the City, Contractor and its personnel shall promptly give City all reasonable assistance and execute all documents the City may reasonably request to enable the City to perfect, preserve, enforce, register and record its rights in all Work Product. Contractor irrevocably designates City as Contractor's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Article 6.10 and to take all actions necessary, in Contractor's name, with the same force and effect as if performed by Contractor.

6.11 Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (a) all employees on the Work and all other persons who may be affected thereby; (b) all the Work and materials to be incorporated therein, whether in storage or not, under the care, custody, or control of Contractor or any of Contractor's sub-tier contractors; (c) other property at the site where the Work is being performed or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (d) the Work of the City or other separate contractors.

6.11.1 Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

6.11.2 Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

6.11.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

6.11.4 Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-tier contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable solely to the acts or omissions of the City and not attributable to the fault or negligence of Contractor. The foregoing obligations of Contractor are in addition to Contractor's obligations under Article 7 and **Exhibit A** or other provisions of the Agreement Documents.

6.11.5 Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

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6.11.6 In any emergency affecting the safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss.

6.11.7 Contractor acknowledges that it is fully aware of appropriate and safe procedures regarding blasting, including the contents and requirements of Official Code of Georgia Annotated § 25-9-1 through § 25-9-12, Blasting or Excavating Near Underground Gas Pipes and Facilities, any amendments thereto and rules and regulations issued pursuant thereto, and Contractor shall fully comply therewith. Contractor agrees and acknowledges that any failure on its part to adhere to appropriate procedures and said laws, rules and regulations shall not only be a violation of law but shall also be a breach of Agreement.

6.11.8 Contractor acknowledges that it is fully aware of appropriate and safe procedures regarding high voltage lines, including the contents and requirements of Official Code of Georgia Annotated § 46-3-30 through § 46-3-39, Safeguards Against Contact with High Voltage Lines, any amendments thereto and rules and regulations issued pursuant thereto, and Contractor shall fully comply therewith. Contractor agrees that any failure on its part to adhere to appropriate procedures and said laws, rules and regulations shall not only be a violation of the law but shall also be a breach of Agreement.

6.11.9 Contractor acknowledges and agrees that it is the entity responsible under the law and that it is the entity employing or directing others to perform labor within the meaning of Official Code of Georgia Annotated § 34-1-1, Labor and Industrial Relations. It acknowledges and agrees likewise that it will comply with said law.

6.11.10 Contractor shall protect all Work, including but not limited to, excavations and trenches, from rain water, surface water, and backup of drains and sewers. Contractor shall furnish all labor, pumps, shoring, enclosures, and equipment necessary to protect and keep the Work free of water.

6.11.11 The provisions, terms and conditions of this Article 6 are in no way intended to limit the general requirements or the applicability of laws relating to Work conditions, safety or accident prevention and no specific provision or combination of specific provisions in any provision of Article 6 or in any other parts of the Agreement Documents shall be deemed to limit the obligations or responsibility of Contractor contained in general provisions with respect thereto or in laws, statutes, acts, rules or regulations which are applicable to Contractor but which are not specifically referred to in any part of the Agreement Documents.

7. INSURANCE AND BONDING

The Contractor shall procure and maintain, at its own cost, during the term of this Agreement the Insurance and Bonds Required by **Appendix B**.

8. CHANGES AND CLAIMS

8.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Services required by a Task Order or the time required for delivery of the Services (a "Change") pursuant to this Agreement. Any modification to a Task Order or this Agreement shall be set forth in a Change Form executed by the City and the Contractor, which documents the parties' mutual agreement as to the effect of the Change, the modification of the scope of the Task Order, and/or the amount of time required by a Task Order. It is expressly agreed that, except in an emergency endangering life or property, no additions or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Contractor for any extra labor, materials, or equipment furnished without such written order. No officer, employee, or agent of Owner is authorized to direct any extra or changed work by verbal order nor is Contractor authorized to proceed with any Work upon verbal order that results in a modification to the time or price of a Task Order.

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8.2 The unit prices set forth in **Exhibit A.1** shall not be subject to modification pursuant to this Article. Except as provided by applicable law, in no event will a Change Order exceed the Total Sum authorized by the City pursuant to this Agreement.

8.3 Subject to the limitations set forth in Article 17, Contractor shall provide written notice to the City of any Claim within seven (7) calendar days of the occurrence of the event giving rise to the Claim, as well as (a) a narrative statement describing the amount and bases of the Claim; (b) the precise number of days claimed as a result of any delay or impact to the Work; and (c) a detailed calculation of the precise amount of additional compensation claimed with all required supporting Documentation. The failure of the Contractor to file any Claim within the time limits prescribed herein or in the form or manner as required hereby shall be deemed a material prejudice to the interests of the City and shall constitute a waiver and release of the Claim and the right to file or thereafter prosecute the same.

9. TIME

9.1 The Parties acknowledge that TIME IS OF THE ESSENCE for performance of the obligations required by this Agreement.

9.2 Contractor shall commence Work and proceed diligently with the Services, in accordance with the time specified by a Task Order. Contractor shall achieve Substantial Completion and Final Completion of the Services required by a Task Order within the times set forth in a Task Order.

9.2.1 When Contractor believes that the Services that are the subject of a Task Order are substantially complete, Contractor shall prepare a list of items and deliverables to be completed or corrected. The City may review the list of items and deliverables to be completed or corrected prepared by the Contractor and review the Services within a reasonable time after receipt of written notice from the Contractor and modify this list to include additional items. After Contractor has completed or corrected items necessary for achieving Substantial Completion it shall notify the City in writing. Thereafter, the City will review the Services and notify the Contractor in writing whether the Services have achieved Substantial Completion, as applicable.

9.2.2 If applicable, upon achieving Substantial Completion of the Services, as required by a Task Order, the Contractor will identify all punch-list items necessary for achieving Final Completion of the Work and provide this information to the City. After completion of all punch-list items and delivery of all Documentation necessary for Final Completion of a Task Order, the Contractor shall forward written notice to the City that the Services are ready for final review and acceptance and shall also forward a final application for payment. When the City finds that the Services are acceptable and fully completed in accordance with the Agreement Documents, the City will issue a certificate for Final Payment that will approve the Final Payment due the Contractor under an applicable Task Order.

9.2.3 Neither Final Payment nor retention shall become due until the Contractor submits to the City the following: (a) an affidavit that all payrolls and other indebtedness connected with the Work have been paid or otherwise satisfied; (b) consent of Contractor's surety to Final Payment; and (c) any Drawings and Documentation required by a Task Order.

9.2.4 The acceptance of Final Payment by Contractor shall constitute a complete waiver and release of all claims against the City by Contractor.

9.3 In the event Contractor fails to achieve either Substantial Completion or Final Completion within the time required by a Task Order, then Contractor or its sureties shall pay to the City the following amounts upon demand:

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Applicable Range of Estimated Task Order Amount	Substantial Completion Liquidated Damages	Final Completion Liquidated Damages
0 to $50,000	Not Applicable	Up to $250 per day
$50,000.01 - $100,000	Not Applicable	Up to $250 per day
$100,000.01 - $250,000	Not Applicable	Up to $250 per day
$250,000.01 - $500,000	Not Applicable	Up to $250 per day
$500,000.01 - $1,000,000	Not Applicable	Up to $250 per day
Over $1,000,000.00	Not Applicable	Up to $250 per day

9.3.3 The amounts set forth in Articles 9.3.1 and 9.3.2 shall be referred to herein as "Liquidated Damages." The amount of such charges is hereby agreed upon as a reasonable estimate of the probable loss of the City in the event Contractor fails to achieve the Substantial Completion and/or the Final Completion requirements of Task Orders. The Liquidated Damages are fixed per this Article 9 because of the difficulty of ascertaining the exact amount of losses the City will actually incur as a result of Contractor's delayed completion of a Task Order.

9.4 No payment(s) made, payment application(s) approved, partial use of the Services, or complete use of the Work by the City shall be deemed an acceptance of Services that do not conform to the requirements of the Agreement Documents.

10. FAILURE TO PERFORM AND TERMINATION FOR DEFAULT.

10.1 If Contractor (a) fails or refuses to proceed with or to perform its Work in accordance with the Agreement Documents, (b) fails or refuses to perform properly or abide by any terms, covenants, conditions or provisions contained in this Agreement or (c) fails or refuses to obey laws, ordinances, regulations or other codes of conduct, Owner shall have the right to terminate Contractor's right to proceed under this Agreement. If Owner determines that Contractor has not remedied and cured the default or defaults in its performance within seven (7) calendar days following receipt by Contractor of written notice of said default or defaults or such shorter period as the circumstances may justify, in which case such shorter period shall be identified in Owner's written notice, then Owner may, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right it may be entitled to hereunder or by law, terminate Contractor's right to proceed under a Task Order or this Agreement and take possession of the Work and all materials, tools, equipment and appliances of Contractor, take assignment of all of Contractor's subcontracts and purchase orders, and complete Contractor's Work by whatever means, methods or agency which Owner may, in its sole discretion, choose. In the event that Contractor's right to proceed has been terminated, Contractor agrees that it shall not be entitled to receive any further payment until after the Work has been completed. Moreover, all monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other direct and indirect expenses (including attorneys' fees, arbitrator's fees, filing fees, expert fees, and all other costs and expenses associated with the default) incurred by Owner incident to such completion, shall be deducted from any amounts otherwise due or to become due the Contractor, and if such expenditures, together with said costs, losses, damages and extra expenses, exceed the

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unpaid balance of the Task Order Maximum Payment Amount, Contractor and its surety agree to pay promptly to Owner, on demand, the full amount of such excess, including costs of collection, attorneys' fees and interest thereon at the maximum legal rate of interest until paid.

10.2 Owner's determination of Contractor's default or defaults and Owner's decision as to Contractor's failure to remedy and cure said default or defaults upon notification of their existence, made by Owner under the belief that a default or defaults existed under the terms hereof and that Contractor failed to remedy and cure said default or defaults, shall be conclusive (a) as to Owner's right to proceed as herein provided, and (b) as to Contractor's surety's obligation to perform the obligations assumed under Contractor's performance and/or payment bond. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by Owner under the belief that such payments or assumptions were necessary or required (a) in completion of the Work and in providing labor, materials, equipment, supplies and other items therefor or re-letting the Agreement and (b) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Work hereunder. A sworn itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of Contractor's liability.

10.3 In the event Contractor is in default, Owner shall have the right to supplement Contractor's forces without terminating this Agreement for default and deduct the cost of the same from any amounts otherwise due Contractor.

10.4 In the event any termination for default is found to be wrongful or improper, Contractor agrees that its sole and exclusive remedy is to have the termination treated as a termination for convenience in accordance with Article 11, Termination for Convenience.

10.5 In addition to the bases for termination of this Agreement under Articles 10.1 and 10.2, the City may, at its option, terminate this Agreement for cause immediately by providing written notice to Contractor if Contractor engages in behavior that is dishonest, fraudulent, or constitutes a conflict of interest with Contractor's obligations under this Agreement or is in violation of any of the City's Ethics Ordinances. Contractor shall immediately notify the City in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the Term of this Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

11. Termination For Convenience; Termination For Lack Of Appropriations.

11.1 Termination For Convenience. The City shall have the right to terminate this agreement or a Task Order without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to Services performed through the date of termination, calculated on a percent complete basis, together with any retainage withheld, if applicable, plus reasonable close-out and termination costs approved by the Owner, less the amount of prior payments to the Contractor, and Contractor shall not be entitled to any other and further recovery against Owner, including, but not limited to, anticipated profit on work not performed. In no event shall Contractor be entitled to a "cost-plus" recovery from Owner.

11.2 TERMINATION For Lack Of Appropriations. If, during any year of this Agreement, legislation establishing a Total Sum for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Agreement term for which a total sum has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized total sum amount may continue beyond such termination date. Furthermore, at any time during the term of this Agreement, City shall be entitled to terminate the Agreement for lack of appropriations or sufficient funding under the agreement upon providing thirty (30) days written notice to Contractor that the sufficient funding is not present to perform the Services under this Agreement. If the City

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terminates the Agreement pursuant to this provision, Contractor's recovery against Owner shall be in accordance with Section 11.1, above.

12. FORCE MAJEURE

Any delay in performance caused by terrorist attacks, insurrections, storms, fires, hurricanes, tornadoes, earth quakes, or other acts of God ("Force Majeure Event") shall excuse the performance of both parties for the duration the Force Majeure Event is in effect. If the Contractor is delayed at any time in the progress of the Work by a Force Majeure Event, then Contractor will be entitled to seek a Change Order in accordance with the requirements of Article 8.= Any extension of Contract Time on account of a Force Majeure Event shall be net of any delays caused by or due to the fault or negligence of Contractor. The Contractor shall cooperate in good faith with the City to minimize the impact of any such occurrence. No extension of time shall be granted unless the Force Majeure Event causes a delay to a Substantial Completion Date, and such delay is proven by an independent critical path analysis of the effected work activities. Contractor shall not be entitled to any compensation for a Force Majeure Event delay. Contractor's sole remedy for Force Majeure Event delay shall be a time extension.

13. WARRANTY

Contractor warrants to the City that all materials and equipment furnished under this Agreement will be new and of workmanlike quality unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Agreement Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provision of the Agreement Documents. The Warranties set forth in this Article and elsewhere in the Agreement Documents shall survive Final Completion of any Work done and the Agreement Term. All warranties are in addition to the rights, remedies, and redress that the City has at law or in equity, and none of Contractor's warranties shall be deemed a sole or exclusive remedy to the City.

13.2 If within one (1) year from the expiration of the Agreement Term or Final Completion of a Task Order (whichever timeframe is longer), or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Agreement Documents ("Warranty Period"), any of the Work is found to be defective or not in accordance with the Agreement Documents, Contractor shall correct it promptly after receipt of a written notice from the City to do so. This obligation shall survive both Final Payment for the Work or designated portion thereof and termination of the Agreement. Contractor acknowledges that the Warranty Period provides a period during which Contractor has a duty to repair and does not in any way limit Contractor's liability for Work that is not in accordance with the Agreement Documents, including any that may be discovered more than one (1) year after the date of Final Completion of a Task Order or expiration of the Agreement Term.

13.3 Without limiting the responsibility or liability of Contractor under the Agreement, all warranties given by manufacturers on materials or equipment incorporated in the Work are hereby assigned by Contractor to the City at no additional cost to the City. If requested, Contractor shall execute enforceable formal assignments of said manufacturer's warranties to the City at no additional cost to the City. Contractor shall not obtain any materials or equipment under warranties, which do not run directly to the benefit of the City, and all such warranties shall be directly enforceable by the City.

13.4 The foregoing warranties, and those contained elsewhere in the Agreement Documents or implied by law, shall be deemed cumulative and not alternative or exclusive. No one or more of them shall be deemed to alter or limit any other.

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14. CORRECTION OF THE WORK

The Contractor shall promptly correct Work rejected by the City or Work failing to conform to the requirements of the Agreement Documents, whether discovered before or after Substantial Completion of a Task Order and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's, Owner's consultants, or a design professionals' services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct defective or non-conforming Work within seventy-two (72) hours from receipt of the City's written notice, then the City shall have the right to correct the defective or non-conforming work at Contractor's expense.

15. INDEMNIFICATION

15.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and from and against any and all claims, damages, losses, demands, judgments and costs of suit or defense, including attorneys' fees, and reimburse Owner for any expense, damage or liability incurred by Owner whether for personal injury, property damage, direct or consequential damage, or economic loss arising or alleged to have arisen from the acts or omissions of 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 claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to any party or person. This indemnity obligation shall include, but not be limited to, claims made or lawsuits filed by employees of Contractor or employees of anyone for whose acts Contractor may be liable, and claims made or lawsuits filed by employees of Owner. The foregoing indemnification does not apply to claims arising out of the sole negligence of Owner. Contractor further agrees to reimburse Owner for all costs and expenses, including attorneys' fees, expert witness fees, and/or consultant fees incurred to enforce these indemnity obligations.

15.2 Contractor will save and keep all Projects related to this Agreement free from all mechanics' liens and all other liens by reason of its Work or of any materials or other things used by it therein. If Contractor fails to remove any lien by bonding it, or otherwise, Owner, among other remedies, may retain sufficient funds out of any money due or thereafter to become due by Owner to Contractor to pay the same and all costs incurred by reason thereof, and may pay said lien or liens and Owner's costs associated with the lien or liens including reasonable attorneys' fees out of any funds at any time in the hands of Owner owing to Contractor. Contractor agrees that it shall be obliged to bond off any claim of lien of any of its subcontractors or suppliers notwithstanding any claim or argument as to non-payment or an alleged prior breach by Owner as an alleged result of non-payment. Contractor's obligation to bond off all liens of its subcontractors and suppliers is absolute and unconditional, and Contractor's failure to bond off any lien shall be deemed a material breach and default of this Agreement. Contractor's performance and/or payment bond sureties shall be obliged to bond all liens filed by subcontractors and suppliers of Contractor in the event that Contractor fails for any reason whatsoever to bond any such lien filed after ten (10) days written notice from Owner to Contractor demanding the bonding of such lien(s). Contractor understands and agrees that it shall ensure that its own subcontractors and suppliers have the same obligations as Contractor under this Article.

15.3 Contractor shall indemnify and hold City, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the Work, Services, materials or methodologies used by Contractor (or any Contractor agent, subcontractor, sub-tier contractor or representative), or the City's use thereof (or access or other rights thereto) in connection with the Work, infringes or misappropriates the intellectual property rights of a third party. If any Work, Services, materials, or methodologies provided by Contractor hereunder is held to constitute, or in the City's reasonable judgment is likely to constitute, an infringement or misappropriation, the City may direct that Contractor: (i) procure the right for the City to continue using such Work, Services, or methodologies; (ii) replace such Work, Services, materials or methodologies with a

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non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Work; (iii) modify such Work, Services, materials or methodologies, or have such Work, Services, materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the Work, Services, materials or methodologies; or (iv) create a feasible workaround that would not have any adverse impact on City.

16. DISPUTE RESOLUTION

16.1 At the City's sole election, any Claim arising out of or related to the Agreement shall be subject either to binding arbitration or litigation at the City's option. Prior to arbitration or litigation, the parties shall endeavor to resolve Claims or disputes in accordance with the terms of this Agreement.

16.2 If Claims are not resolved by negotiation, mediation, or otherwise, and the Owner elects arbitration, the arbitration shall be held in Atlanta, Georgia and shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently then in effect or such other similar rules and organization as the Owner may elect. The demand for arbitration shall be in writing and filed with the appropriate organization selected by the Owner and shall be served on the Contractor. The agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the City if it is the prevailing party.

16.3 Except at Owner's sole discretion and with its consent, no arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, any other person or entity, including but not limited to any of Contractor's subcontractors and suppliers, and any other separate contractors or suppliers. The Owner's consent or election to allow consolidation or joinder shall not constitute consent to arbitration of any Claim not subject to arbitration pursuant to this Contract.

16.4 Any award rendered by an arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

16.5 If the Owner does not elect arbitration, any Claims shall be resolved in Fulton County, Georgia Superior Court. Contractor hereby submits to jurisdiction and venue in Fulton County, Georgia, and waives all defenses based on a lack of jurisdiction and/or venue. Contractor acknowledges that this Agreement was negotiated, at least in part, in Fulton County, Georgia. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the City if it is the prevailing party.

17. EXTENSIONS OF TIME AND DELAY

Contractor shall not be entitled to payment or compensation of any kind from the City for indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, ripple effect, unforeseen site conditions, loss of anticipated profits, impact or hindrance from any cause whatsoever (collectively "Delay Damages"), whether such delay, disruption, interference, ripple effect, unforeseen site conditions, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor expressly waives and releases any Claim for Delay Damages and agrees that Contractor's sole and exclusive remedy for any delay shall be an extension of time to perform the Work and Services required the Agreement Documents, which shall be administered in accordance with the requirements of Article 8.

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18. MISCELLANEOUS

18.1 The law of the state of Georgia will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

18.2 If any of the provisions contained in the Agreement Documents are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the Agreement Documents will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18.3 Contractor shall not sell, transferor, or assign any or all of its respective rights and obligations under this Agreement to a third party without the City's written consent. Any attempted sale, transfer, or assignment of the rights or obligations of this Agreement shall be void and of no effect.

18.4 Articles 1, 4, 5, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, and 20 shall survive termination of this Agreement.

18.5 The Drawings or other Instruments of Service prepared by Contractor or its sub-tier contractors shall be owned by the City and may be used by the City on projects other than the Project(s) performed in connection with a Task Order issued per this Agreement.

18.6 Except as otherwise provided herein, all notices and other communications required or permitted to be given under this Agreement, including its Exhibits and Task Orders, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by facsimile, or by certified mail postage prepaid, return receipt requested. The addresses of each party are as follows:

City of Atlanta:	**Contractor:**
Dept. of Public Works	_____
55 Trinity Ave, SW	_____
Suite 4700	_____
Atlanta, GA 30303	_____

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other Party.

18.7 The failure of the City to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right under the Agreement Documents shall not be construed as a waiver or relinquishment of the City's right to assert or rely upon any such provision or right and/or any other requirement of the Agreement Documents.

18.8 The Agreement Documents constitute the entire agreement and supersede all prior written or oral understandings, and may only be changed by a written amendment to the Agreement executed by both the City and the Contractor.

18.9 Contractor acknowledges and agrees that it may be adequately compensated in money damages for any Claims arising from performance of the Agreement Documents. Accordingly, Contractor waives and releases any right to assert a claim for *quantum meruit,* unjust enrichment, and any other equitable or quasi-contractual claim for relief that may be available under applicable law.

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18.10 During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program as may be hereafter amended.

18.11 No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

18.12 Contractor is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute Contractor and the City as partners, joint venturers, or be construed as requiring or permitting the sharing of profits or losses. Except as expressly provided in Article 6.10, nothing in this Agreement shall be deemed to constitute Contractor and the City as principal and agent and neither party has the authority to represent or bind or create any legal obligations for or on behalf of the other party.

18.13 Contractor acknowledges that this Agreement and any changes to it by amendment, modification, Change Order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Contractor's provision of goods or Services to the City under an unauthorized contract, amendment, modification, Change Order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or Services. Accordingly, Contractor agrees that if it provides goods or Services to the City under a contract that has not received proper legislative authorization or if Contractor provides goods or Services to the City in excess of the any contractually authorized goods or Services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or Services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or Services to the City, and it waives and releases all claims to payment or to other remedies for the provision of any unauthorized goods or Services to the City, however characterized, including, without limitation, all remedies at law or equity.

19. CONFIDENTIAL INFORMATION

Contractor agrees to preserve as strictly confidential all Confidential Information for two (2) years following the expiration or termination of this Agreement; provided, however, that Contractor's obligation for Confidential Information that constitutes trade secrets pursuant to applicable law will continue for so long as such Confidential Information continues to constitute a trade secret under applicable law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Contractor will return any trade secrets to City. Contractor agrees to hold the Confidential Information of the City in trust and confidence and will not disclose it to any person, or use it (directly or indirectly) for its own benefit or the benefit of any other person other than in the performance of its obligations under this Agreement. Contractor will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by applicable law. Prior to making such a disclosure, to the extent allowed pursuant to applicable law, the Contractor shall provide the City with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the person requesting disclosure.

20. ETHICS IN CONTRACTS

20.1 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former

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employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

20.2 Fraud and misrepresentations. Any written or oral information provided by Contractor directly or indirectly related to the performance of the Work required by this Agreement constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal rules and regulations. Contractor agrees to immediately notify the City of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Contactor further agrees to immediately notify the City of any actions or information that it believes would constitute fraud or intentional misrepresentations to the City in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations, by contacting the Integrity Line 1-800-884-0911. Contractor agrees to place signage provided by the City regarding the Integrity Line at the location to which Contractor's employees report to perform the Work required by this Agreement. Contractor acknowledges and agrees that a finding of fraud or other impropriety on the part of the Contractor or any of its subcontractors may result in suspension or debarment; and the City may pursue any other actions or remedies that the City may deem appropriate. Contractor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

[Signatures on the following pages.]

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The parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

The City of Atlanta

_____

Mayor

Attest:

_____

Municipal Clerk (Seal)

Recommended:

Chief Procurement Officer:

_____

Commissioner:

_____

Department of Public Works

Approved as to form:

_____

City Attorney

Signature Block Options for Contractor:

Corporate signature:

[Insert Corporate Name]

By:_____

Name:_____

Title:_____

Corporate Secretary/Assistant

Secretary (Seal)

Limited Liability Company:

[Insert LLC Name]

By:_____

Name:_____

Title:_____

_____Notary Public (Seal)

My Commission Expires:_____

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EXHIBIT A

GENERAL SCOPE OF SERVICES

SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES

1.0 SCOPE OF WORK

The scope of Work for this project consists of public right-of-way repairs to sidewalks, curbs, driveway aprons, ADA ramps, associated infrastructure, and other miscellaneous structure adjustments & concrete Work within the City of Atlanta. The Work to be performed under this contract shall consist of furnishing all labor, materials, tools, equipment and incidentals to perform the Work described.

2.0 UNIT & LUMP SUM PRICES

Unit and Lump Sum prices quoted in Exhibit A.1 Schedule of Unit & Lump Sum Prices shall be firm all-inclusive prices. Payment of the Unit and/or Lump Sum prices shall constitute full payment for performance of the corresponding Work and shall cover all costs of whatever nature incurred by the Contractor in accomplishing the Work in accordance with the provisions of this Contract.

3.0 QUANTITIES

The quantities where noted in the Schedule of Unit & Lump Sum Prices, are approximations subject to variations as stated in 5.0 and no claim shall be made for deficiency or over-run, actual or relative. Payment will be made for the actual quantities of each Schedule of Unit Prices item incorporated into the Work in accordance with the Contract requirements based on the unit prices established in the Schedule.

4.0 GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

All references to GDOT Standard Specifications and Special Provisions can be found at http://www.dot.ga.gov/PartnerSmart/Business/Documents/GDOT_SpecBook_2013.pdf and http://standarddetails.dot.ga.gov/stds_dtls/

5.0 DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS

All references to City of Atlanta, Department of Public Works Standard Specifications and Special Provisions can be found at:

http://www.atlantaga.gov/index.aspx?page=895

6.0 TASK ORDERS

A. The Contractor shall perform the Work in accordance with the terms and conditions described herein on a Task Order basis. The Task Order incorporates by reference

all the terms and conditions contained in the Agreement between the City and the Contractor.

B. The general description of the Work and services to be performed by the Contractor is set forth in the Agreement and incorporated in the Task Order reference. The detailed description of the Work and services to be performed by the Contractor shall be set forth in the Task Order and incorporated in the Agreement herein by this reference.

EXHIBIT A.1

COMPENSATION
AND
FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE

FC-8250, Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure

COA-ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
001	100	TRAFFIC CONTROL _____ LUMP SUM PER SITE				
002	LUMP SUM	CASH ALLOWANCE			$50,000.00	
003	5,000	CITY STANDARD 4 INCH CONCRETE SIDEWALK _____ PER YD²				
004	2,500	CITY STANDARD 4 INCH CONCRETE SIDEWALK IMPRINTED HEXAGONAL PATTERN _____ PER YD²				
005	5,000	CITY STANDARD MONOLITHIC CONCRETE SIDEWALK WITH CURB _____ PER YD²				

COA-ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
006	2,500	CITY STANDARD CONCRETE DRIVEWAY APRON, 6 INCH THICK _____ PER YD²				
007	2,000	CITY STANDARD CONCRETE DRIVEWAY APRON, 8 INCH THICK _____ PER YD²				
008	2,500	CITY STANDARD WHEELCHAIR RAMP, 6 INCHES THICK WITH DETECTABLE WARNING SURFACE OF TRUNCATED DOMES _____ PER YD²				
009a	5,000	CITY STANDARD COMBINATION CONCRETE CURB AND GUTTER, 8” x 30’ _____ LINEAR FT				
009b	5,000	CITY STANDARD COMBINATION CONCRETE CURB AND GUTTER, 8” x 24’ _____ LINEAR FT				

COA-ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
010	10,000	CITY STANDARD CONCRETE HEADER CURB _____ LINEAR FT				
011a	1,000	CITY STANDARD GRANITE CURB (GRADE A) _____ LINEAR FT				
011b	2,500	CITY STANDARD GRANITE CURB (GRADE B) _____ LINEAR FT				
011c	100	CITY STANDARD GRANITE CURB (GRADE A RADIUS) _____ LINEAR FT				
011d	200	CITY STANDARD GRANITE CURB (GRADE B RADIUS) _____ LINEAR FT				
012	2,500	RESET OR ADJUST EXISTING GRANITE CURB _____ LINEAR FT				
013	12,000	GRASSING _____ PER YD^2				

COA-ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
014	50	FURNISH AND INSTALL CITY STANDARD SIDEWALK FLUME _____ EACH				
015	100	ADJUST EXISTING MANHOLE RINGS AND COVERS OR CATCH BASIN GRATES, FRAMES AND COVERS TO GRADE _____ EACH				
016	20	INSTALL GA DOT STANDARD 1033 OR COA TYPE “C” CATCH BASIN _____ EACH				
017	50	INSTALL COA TYPE “B” CATCH BASIN _____ EACH				
018	25	INSTALL COA STANDARD DROP INLET GA DOT 9031S OR 9031U _____ EACH				
019	20	INSTALL COA DOUBLE TYPE “B” CATCH BASIN OR GA DOT STANDARD 1034 _____ EACH				

COA-ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
020	100	ADJUST EXISTING VALVE BOXES, ELECTRICAL PULL BOXES, AND SIMILAR INSETS IN THE WORK TO GRADE _____ EACH				
021	50	PROVIDE AND INSTALL CLEANOUT BOXES, VALVES AND/OR METER BOXES TO GRADE _____ EACH				
022	100	CRUSHED AGGREGATE BASE 4 INCH THICK _____ YD^2				
023	100	CRUSHED AGGREGATE BASE 6 INCH THICK _____ YD^2				
024	100	ASPHALT PATCHING _____ PER TON				
025	500	REPLACEMENT OF FENCE (CHAIN LINK) _____ LINEAR FT				

COA-ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
026	2,000	REPLACEMENT OF RAIL (PIPE HANDRAIL) _____ LINEAR FT				
027	200	INSTALLATION OF WOOD POST MAILBOXES _____ EACH				
028	200	INSTALLATION OF STEEL POST MAILBOXES _____ EACH				
029	500	REPLACEMENT OF UNSUITABLE MATERIAL WITH CRUSHED STONE _____ YD^3 (CY)				
030	500	INSTALLATION, MAINTENANCE, AND REMOVAL OF SAFETY FENCE _____ LINEAR FT				
031	5,000	INSTALLATION, MAINTENANCE, AND REMOVAL OF SILT FENCE _____ LINEAR FT				

COA-ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
032	300	INSTALLATION, MAINTENANCE, AND REMOVAL OF HAY BALES _____ LINEAR FT				
033	100	REPLACEMENT OF UNSUITABLE MATERIAL WITH EARTH _____ YD^3 (CY)				
034	12,500	SIDEWALK DEMOLITION _____ YD^2				
035	10,000	CURB DEMOLITION _____ LINEAR FT				
036	150	RESET SIGNS _____ EACH				
037	25	MOBILIZATION _____ LUMP SUM PER SITE				
Add –Alt 001	500	4 INCH POROUS CONCRETE SIDEWALK _____ PER YD^2				

COA-ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
Add –Alt 002	500	INSTALLATION OF RUBBERIZED SIDEWALK PANELS PER YD²				
Add –Alt 003	1000	REMOVAL OF SIDEWALK VERTICAL MISALIGNMENTS INCH-FOOT				
Add –Alt 004	500	TREE STUMP GRINDING AND REMOVAL EACH				
Add – Alt 005a	2,500	INSTALLATION OF CITY STANDARD MASONRY WALL 0-4 FEET IN HEIGHT PER FT²				
Add – Alt 005b	1,000	INSTALLATION OF CITY STANDARD MASONRY WALL GREATER THAN 4 FEET IN HEIGHT PER FT²				

COA-ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
Add –Alt 006	500	SEGMENTAL RETAINING WALL _____ PER FT²				
Add –Alt 007	1,500	INSTALLATION OF CITY STANDARD 4 INCH CONCRETE SIDEWALK WITH IMPRINTED BRICK PATTERN AND COLOR _____ PER YD²				
Add –Alt 008	1,500	INSTALLATION OF CITY STANDARD 4 INCH MONOLITHIC CONCRETE SIDEWALK WITH IMPRINTED BRICK PATTERN AND COLOR _____ PER YD²				

Total Base Amount: $_____

_____

_____ (Words)

Alternate Add-Ons: $_____

_____

_____ (Words)

Total Price (Base Bid + Add-Alt)

$_____

_____

_____ (Words)

EXHIBIT A.2

TASK ORDER FORM

TASK ORDER NO. ____

PROJECT: FC-8250, Annual Contract for the Construction of Sidewalks, Driveways, Curbs, and Gutters

Contractor will complete the Services described below in accordance with the terms and conditions in the Construction Services Agreement.

DATE OF ISSUANCE:_____

CONTRACTOR:_____

PROJECT LOCATION: _____

SERVICES UNDER TASK ORDER NO. _____:

Contractor shall perform the Services for the purpose of [insert general description of Services to be performed], as more particularly described in the scope of work and accepted proposal from Contractor attached and incorporated herein as **Exhibit 1** to this Task Order No. ___, including the attached schedule of unit prices for performing the required Services.

NOTICE TO PROCEED:

[check one of the following provisions]

____Contractor shall commence Work within __ days of the date of this Task Order.

____ Contractor shall commence Work within ___ days of receipt of a Notice To Proceed Work issued by the City.

TIME FOR COMPLETION: [identify with specificity all dates for Services from Contractor]

a. Substantial Completion:

b. Final Completion:

c. Milestones:

PAYMENT METHOD:

____Option 1: (Section 4.1.1); or

____ Option 2: (Section 4.1.2)

TASK ORDER MAXIMUM PAYMENT AMOUNT:

[insert total amount of payment for this Task Order based on unit prices in **Exhibit A.1**]

REQUIRED SUBMITTALS AND DOCUMENTATION:

[INSERT ANY AND ALL DOCUMENTATION REQUIRED FOR SERVICES, INCLUDING ALL SHOP DRAWINGS, AS-BUILTS REQUIRED FOR FINAL ACCEPTANCE]

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LIST OF APPROVED MATERIALS AND EQUIPMENT: (IF REQUIRED FOR A WORK ORDER, LIST ALL APPROVED MANUFACTURERS AND EQUIPMENT PROVIDERS APPROVED IN CONTRACTOR'S PROPOSAL)

FINAL ACCEPTANCE OF WORK REQUIREMENTS:

[INSERT SPECIAL TERMS FOR FINAL ACCEPTANCE OF WORK, INCLUDING ANY SIGN OFFS, DELIVERABLES]

CONFIRMATION THAT SERVICES AS LISTED ARE REQUESTED BY THE CITY

By:_____

Name:_____

Title:_____

Dated this _____ day of _____, 20__

By:_____

Name:_____

Title: Project Manager

Dated this _____ day of _____, 20__

CONFIRMATION OF SERVICE ASSIGNMENT ACCEPTED BY CONTRACTOR

By:_____

Name:_____

Title: _____

Dated this _____ day of _____, 20__

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EXHIBIT 1 TO TASK ORDER FORM

SCOPE OF WORK/ACCEPTED CONTRACTOR PROPOSAL

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SCHEDULE OF UNIT PRICES FOR CONSTRUCTION SERVICES FOR EXHIBIT 1 TO TASK ORDER FORM

Date of Issue: _____

Issued to:_____

Project Location:_____

Project/Contract: FC-8248, Annual Contract for the Construction of Sidewalks, Driveways, Curbs, and Gutters

Purchase Order No: _____

ITEMIZED SCOPE OF WORK:

COA – ITEM #	ITEM DECRIPTION	QUANITY	UNIT	UNIT COST	AMOUNT
			Work Order Total:		

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EXHIBIT B

LEGISLATION
(to be inserted at time of contract execution)

EXHIBIT C

SUPPLEMENTAL CONDITIONS
&
TECHNICAL SPECIFICATIONS

FC-8250, Annual Contract for the Maintenance of Sidewalks, Curbs, Driveway Aprons, and Associated Infrastructure

TABLE OF CONTENTS

Section 01025..... Measurement and Payment
Section 01045.....Cutting, Patching and General Construction
Section 01050..... Traffic Control
Section 01055.....Construction Staking
Section 01060.....Regulatory Requirements
Section 01200..... Project Meetings
Section 01320.....Construction Photographs
Section 01410.....Testing Laboratory Services
Section 01540..... Job Site Security
Section 01562.....Dust Control
Section 01569.....Safety on Projects
Section 01610..... Transportation and Handling
Section 01611..... Storage and Protection
Section 01630.....Substitution and Options
Section 01710..... Cleaning
Section 02513.....Construction of Sidewalks, Curbs, Ramps, and Aprons
Section 02830..... Concrete Segmental/Interlocking Retaining Wall
Section 03000..... Portland Cement Pervious Concrete Pavement
Section 04000.....Rubberized Sidewalk Panels
Section 05000..... Removal of Sidewalk Vertical Misalignments

SECTION 01025 – MEASUREMENT AND PAYMENT

1 DESCRIPTION

A. The Bid Schedule lists each item of the project for which payment will be made. No payment will be made for any items other than those listed in the Bid Schedule.

B. Required items of Work and incidentals necessary to complete the Work which are not specifically listed in the Bid Schedule (Exhibit A.1) shall be considered as incidental to the Work. All costs thereof, including contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various bid items.

C. Work includes furnishing all labor, equipment, tools and materials to, complete the Work satisfactorily, in place, as specified and as indicated by the WorkOrder.

2 MEASUREMENT

A. Measurement of an item of Work will be by the unit listed on the Bid Schedule.

B. Final payment quantities shall be determined by field measurements accepted and verified by the City of Atlanta. Contractor shall provide as built drawings or photos clearly depicting the Work constructed with each pay application for the Work performed that period. This is a condition of payment.

C. Unless otherwise stated in the Work Order, no separate payment will be made for any item of Work, materials, parts, equipment, supplies or related items required to perform and complete the Work. The costs for all such items required shall be included in the price for theWork.

D. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual Work. Such price and payment shall constitute full compensation to the contractor for furnishing all plant, labor, equipment, tools and materials

E. "Products" to complete the Work shall mean materials or equipment permanently incorporated into the Work.

3 PAYMENT FOR BID ITEMS

The primary specifications governing this Work are defined as follows:

Item No. 1: Traffic Control

See Section 01050 (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 2: Cash Allowance

See Section 01045, subsection 04. (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 3: City Standard 4" Concrete Sidewalk

Measurement and payment shall be at the contract price per square yard. (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 4: City Standard 4" Concrete Sidewalk with Imprinted Hexagonal Pattern.

Measurement and payment shall be at the contract price per square yard(see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5) .

Item No. 5: City Standard Monolithic Concrete Sidewalk And Curb.

Measurement and payment shall be at the contract price per square yard. (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 6: City Standard Concrete Driveway Apron, 6" Thick.

Measurement and payment shall be at the contract price per square yard. (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 7: City Standard Concrete Driveway Apron, 8" Thick.

Measurement and payment shall be at the contract price per square yard. (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 8: City Standard Wheel Chair Ramp, 6" Thick.

Measurement and payment shall be at the contract price per square yard. Incorporate a 2' x 4' fiberglass truncated dome (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 9a: City Standard Combination Concrete Curb and Gutter, 8" X 30".

Measurement and payment shall be at the contract price per linear foot. (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 9b: City Standard Combination Concrete Curb and Gutter, 8" X 24"

Measurement and payment shall be at the contract price per linear foot. (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 10: City Standard Concrete Header Curb

Measurement and payment shall be at the contract price per linear foot. (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Item No. 11: City Standard Granite Curb, Grades "A" and "B"

This Work shall consist of furnishing and installing granite curbing to the lines and grades as detailed in the plans, the standard details or as directed by the Engineer. Work shall include, but is not limited to, demolition and removal of existing rock headers or other curbing, excavation, the installation of 3,000 p.s.i. concrete footings at curb joints, backfill and compaction as may be necessary to achieve the design intent, all of which, unless otherwise provided herein, are considered incidental to the Work and no additional compensation shall be paid the contractor therefore.

Grade "A" granite curb shall have a split face and sawed top and otherwise conform to the requirements for Grade "B" granite curb.

Grade "B" granite curb shall be installed as directed herein and meet the following requirements:

A. Foundation, Excavation and Preparation: The bottom of the trench shall be thoroughly tamped, any soft or yielding material shall be removed to the depth ordered by the Engineer, refilled with suitable material, and tamped in layers not more than 4 inches thick. Foundations to receive the granite curb shall be dry and firm before curb is placed.

B. Setting Curb: The curb shall be set true to line and grade. Adjacent sections are to be closely fitted. The curbing shall be thoroughly rammed and mauled into place; each joint shall be placed on concrete bed as shown on the plans, the standard details or as directed by the Engineer.

The backfilling shall be of suitable material approved by the Engineer, and shall be placed and rammed to firm compaction in layers not over 4 inches thick, just after the curb is set. When the curb is set on a fill or when more than 6 inches of the curb is above the surrounding ground, the contractor shall protect the curb by banking dirt behind it, level with the top of the curb and at least 18 inches wide at the top.

C. All granite for Type B curb shall be of the thickness and height indicated on the plans, the standard details or as directed by the Engineer and shall be cut in lengths of

8’ or more as may be required for radial curb. The minimum length of curb used for closing sections of the Work shall be in 4’-0”. The use of cast concrete sections of any length for closure purposes shall not be permitted. Tops of all curbs shall be dressed to an even, smooth surface for the full length, have straight even edges and slope 1/4 of an inch from the back down to the front edge. The curbing shall have the ends squared so as to permit joints being made not more than 1/2 inch wide for the full depth. The back face shall be hand dressed to a depth of at least 4 inches below the exposed part of curb. The front face shall behand dressed for 8 inches. Dressed surfaces shall not have projections or depressions more than 3/8 inch from the plane surface to the curb.

The granite from which the curbing is made shall have a percentage of wear of not more than 65.
Shop drawings shall be provided for each segment of radial curb to be installed and at each driveway and wheel chair ramp. The curb shall be continuous at driveways and wheel chair ramp. No distinction shall be made between radial or straight curb for payment purposes.

Where it is necessary to remove asphalt pavement and roadway base to install the curb, this demolition and removal shall be considered as included in the contract price for installation. Prior to acceptance of the Work, the asphalt pavement base and sub-base will be restored in accordance with the standard plans for the street classification applicable or as directed by the Engineer. Payment for pavement and base replacement shall be at the contract price for these items of Work. Limits of such payment shall be a line one foot from and parallel to the face of curb set for asphalt concrete finish course and base and from the same point for crushed aggregate base, but extending to a distance one (1) behind the face of curb.

Measurement of City Standard Grade “B” granite curb shall be in liner feet as field measured of the Work acceptably installed.

Payment shall be at the contract price per linear feet for the Work in place, complete.

Item No. 12: Reset Or Adjust Existing Granite Curb.

This Work will consist of resetting or adjusting existing granite curb to lines and grades as shown on the plans, the standard details, or as directed by the Engineer. Work shall include, but is not limited to, the removal of asphalt concrete or other paving required to accomplish the Work, excavation, backfilling and compaction, the installation or 3,000 p.s.i. concrete footings at joints, the replacement of damaged sections of granite curbing with new granite curb sections, the restoration of roadway sub-base, base and asphalt removed to install the Work and all other Work necessary and incidental to accomplishing the intent. Except as otherwise provided herein, no additional compensation shall be paid the contractor for these tasks.

Work shall conform to these special conditions, item no. 14, City Standard Grade Granite Curb, Grades “A” or “B”.

Where applicable, such as on concrete driveway aprons or wheel chair ramps, where granite and combination concrete curb and gutter exist or are proposed, the granite curb section passes through the depressed section of the driveway or wheel chair ramps, requiring the use of special cut sections of granite curb in these instances and, in the case of combination concrete curb and gutter, requiring valley gutter, D.O.T. Standard 9031J.

In instances where concrete driveway apron or wheel chair ramps are installed separately from the curb, the replacement of portions of the granite or combination concrete curb and gutter is a part of that installation. For pay purposes, the replacement of depressed granite curb sections shall be paid as granite curb. The replacement of valley gutter sections shall be paid as combination curb and gutter.

Measurement will be made per linear feet of granite curb reset or adjusted as field measured.

Payment shall be at the contract price for resetting or adjusting existing granite curb.

NOTE: Work covered in items 1 through 13 shall conform to Section No. 02513 of this document, these special conditions and to the standard details. Work shall include, but is not limited to: demolition and removal of existing pavement, sidewalks, or curb; removing and reinstalling existing mailboxes disturbed during construction but are in good condition; removing and reinstalling existing traffic signs, street signs, MARTA post, school signs, etc., disturbed during construction but are in good condition; grading, excavating or filling and compacting to achieve required elevations, grades and slopes as specified; the saw cutting of pavement as required to establish clean edge for curb construction; the removal of vegetation, shrubbery, and small trees up to 6" in diameter; the replacement of sub-base, base and asphalt concrete required to be removed to construct the Work; the provision of fiber expansion joint material where specified in the standard details or as directed by the Engineer; the furnishing, placement and finishing of the concrete; the cleanup of the site, restoration of the site and disposal of materials excavated such as debris from demolition or from the Work; all of which are included in the bid item applicable and, unless otherwise provided herein, no additional compensation shall be paid therefore.

Where imprinted hexagonal or brick patterns are specified, this is to be accomplished by manual methods by pressing a fabricated steel form into the finished surface of the cast concrete prior to the initial set of the concrete and while the concrete mass is still sufficiently plastic to permit molding by this method. The imprinted pattern thus implanted shall be enhanced using hand methods, which will include steel trowels, edging tools, soft brooms and other appropriate implements. The steel forms to be used for this purpose shall be fabricated by the contractor to the specifications furnished by the Engineer. The resulting indentations in the concrete

surfaces of the finished Work shall not be less than one quarter (1/4) inch in depth below the finished surface of the concrete, result in a clear and neat tile or brick pattern, regularly spaced and have the appearance of the type of pavement intended to be represented. On imprinted sidewalk, the six-inch top of curb area is not to be imprinted.

On driveway aprons or wheel chair ramps installed in existing curb or sidewalk or where sidewalk and curb are not part of the Work as a whole, the existing sidewalk and curb is to be saw cut in the form of the wheel chair ramp. The existing pavement is to be removed to neat lines and grades, the specified fiber expansion material installed along with subgrade granite curb, effected sections of which shall be removed and replaced with new granite curb, either straight or radial, as appropriate in conformance with the standard details. In the case of existing combination concrete curb and gutter or monolithic concrete sidewalk and curb, the required curb, gutter, pavement and base necessary to install the Work in accordance with the standard details shall be removed and replaced. All Work necessary to accomplish the plan intent shall conform to these special conditions, the standard plans and the street and sidewalk specifications. Sidewalk or curb and gutter adjacent to but not part of the Work and damaged by the contractor's operations shall be removed and replaced at the contractor's expense. Curb, gutter, sidewalk, pavement and base removed and replaced as part of the Work and necessary to accomplish the plan intent, as determined by the Engineer, shall be paid as specified under the appropriate items of the Work defined herein.

Measurement of this Work shall be in the bid unit quantities applicable based on field measurement of the completed Work acceptably constructed.

Payment shall be made at the contract price in the bid unit quantity applicable for the Work in place complete.

Item No. 13: Grassing

This Work will consist of ground preparation, furnishing and planting, seeding, fertilizing and strawing of all disturbed areas within the limits of the right of way and easement (right of entry) areas adjacent to the right of way as shown on the plans, except those areas designated by the Engineer to remain natural. This Work shall conform to GDOT Specification Section 700.

Measurement and payment shall be at the contract price per square yard.

Item No. 14: Furnish And Install City of Atlanta Standard Sidewalk Flumes Furnished

The Work will consist of furnishing and installing the City standard sidewalk flume in accordance with the plans, the standard details or as directed by the Engineer. Work will include demolition of existing sidewalk, curb and gutter, if any, excavation, backfill and compaction to meet plan line and grades, the setting of the flume, placing

and finishing concrete, replacing sidewalk curb and gutter required to be removed to install the Work and the clean up and disposal of debris from the construction, which tasks are considered incidental to the bid item of the Work, and for which no additional compensation shall be paid.

Measurement of this Work shall be by the unit, each, acceptably installed.

Payment shall be at the contract price for each sidewalk flume installed, in place, complete.

Item No. 15: Adjust Existing Manhole Rings and Covers or Catchbasin Grates, Frames and Covers To Grade, If Required

This Work will consist of adjusting manholes and catch basins to grade in accordance with the plans, standard details or as directed by the Engineer. In most instances, this will mean raising the structures. Adjustments in grade of these elements requires the removal of one or more existing leveling courses, usually brick, to a sound structural element of the basin or manhole and the raising of the frame and cover or hood and grate by relaying new, sound brick.

In instances where type "A" or "B" catch basins and grates and frames are adjusted to new grade and when the curb and gutter are not combination, it is usually necessary to remove a section of roadway pavement extending from ten (10) feet on the upstream side of the catch basin to ten feet below the downstream side and extending from the face of curb a distance of six (6) feet into the traveled way. The section of pavement is warped to drain to the catch basin.

Where concrete curb and gutter is proposed or exists, it will be necessary to install or remove and replace a section of the combination curb and gutter. The gutter section is wrapped to the catch basin and curbs transition as detailed in the standards. In instances where it is necessary to modify the pavement (most), pavement replacement will conform to the standard details for residential street pavement sections in the case of residential streets. On streets classified as "commercial," the crushed aggregate base section shall be increased to six (6) inches and the black base (or "B" binder) section shall be increased to six and a half (6 1/2) inches, with all other elements being unchanged. Sub-base, base and asphalt pavement replacement shall conform to the street and sidewalk specifications and paid for under the appropriate item of the Work.

In the case of manholes, a total of a maximum of three (3) courses of vertical brick shall be permitted to make any grade adjustment, including any existing grade adjustment that may be in place. If more courses of brick either exist or are required to make the adjustment needed, the brick corbel (in the case of a brick manhole) or the pre-cast manhole riser (in the case of a pre-cast manhole) shall require adjustment. In the case of a brick manhole, part or the entire corbel may have to be demolished and reconstructed, reducing the corbel overhang per brick course. In the case of a pre-cast manhole, the pre-cast corbel section may have to be removed and a modified riser section added before the corbel section is replaced. It may be necessary

to add manhole steps to the heightened corbel or riser. Pavement replacement around the manhole in streets shall be in accordance with the standard details for the type of street applicable. Limits of pavement for pavement replacement shall be a four-by-four feet concentric square about the manhole. At the option of the Engineer, the asphalt concrete base course may be substituted with high early strength six (6) inch concrete, which will be paid for at the contract price applicable for black base or "B" binder asphalt concrete, 6" thick.

Brick and mortar used for these purposes shall meet the requirements of Section 02513. Pre-cast manhole risers required for these purposes shall meet the requirements of the standard plans, the sewer specifications and bear the stamp of the City inspector affixed at the plant of fabrication.

Measurement of this Work shall be by the unit, each acceptably installed.

Payment shall be at the contract price for each manhole or catch basin adjusted, complete, in place.

Item No. 16: Install GA DOT Std. 1033 or COA Type "C" Catchbasin

This Work will consist of installing a single wing catch basin structure in accordance with the plans, standard details or as directed by the Engineer, in order to accomplish the plan intent. Work under this item shall include, but is not limited to, furnishing all casting necessary to make pipe connections regardless of skew, and for all materials, forms, and the disposal of surplus material. Work may include demolishing an existing structure and installing new structure in the same location. Depth of structure under this item shall not exceed 10 vertical feet.

Brick and mortar used for this purpose shall meet the requirements of Section 02513.

Measurement of this Work shall be by the unit for each structure, in place, complete, and accepted.

Item No. 17: Install COA Standard Type "B" Catchbasin

This Work will consist of installing a catch basin structure in accordance with the plans, standard details or as directed by the Engineer, in order to accomplish the plan intent. Work under this item shall include, but is not limited to, furnishing all casting necessary to make pipe connections regardless of skew, and for all materials, forms, and the disposal of surplus material. Work may include demolishing an existing structure and installing new structure in the same location. Depth of structure under this item shall not exceed 10 vertical feet.

Brick and mortar used for this purpose shall meet the requirements of Section 02513.

Measurement of this Work shall be by the unit for each structure, in place, complete, and accepted.

Item No. 18: Install GA DOT Std. 9031S, 9031U or COA Standard Drop Inlet

This Work will consist of installing a standard drop inlet structure trapped or Type "B," in accordance with the plans, standard details or as directed by the Engineer, in order to accomplish the plan intent. Work under this item shall include, but is not limited to, furnishing all casting necessary to make pipe connections regardless of skew, and for all materials, forms, and the disposal of surplus material. Work may include demolishing an existing structure and installing new structure in the same location. Depth of structure under this item shall not exceed 10 vertical feet.

Brick and mortar used for this purpose shall meet the requirements of Section 02513.

Measurement of this Work shall be by the unit for each structure, in place, complete, and accepted.

Item No. 19: Install GA DOT Standard 1034 Catchbasin or Double Type "B" Catchbasin

This Work will consist of installing a double wing catch basin or a double type "B" catch basin structure in accordance with the plans, standard details or as directed by the Engineer, in order to accomplish the plan intent. Work under this item shall include, but is not limited to, furnishing all casting necessary to make pipe connections regardless of skew, and for all materials, forms, and the disposal of surplus material. Work may include demolishing an existing structure and installing new structure in the same location. Depth of structure under this item shall not exceed 10 vertical feet.

Brick and mortar used for this purpose shall meet the requirements of section 02513.

Measurement of this Work shall be by the unit for each structure, in place, complete, and accepted.

Item No. 20: Adjust Existing Valve Boxes, Meter Boxes, Electrical Pull Boxes And Similar Insets In The Work To Grade.

This Work shall consist of adjusting various insets in the pavement to plan line and grades as shown on the plans, standard details or as directed by the Engineer. Work shall include demolition of existing pavement, excavation, raising of the valve casing, meter box, pull box or other inset to appropriate grade, the installation of brick footings under metal or plastic casings, the seating of these footings with sand or other appropriate means and the backfill and compaction around the

adjusted casing or box, all of which are considered incidental and included in the bid item of the Work and no additional payment shall be paid therefore.

Brick and mortar used for this purpose shall meet the requirements of section 02513.

Measurement of this Work shall be by the unit for each valve box, meter box, electrical pull box or similar inset acceptably adjusted.

Payment shall be at the contract price for each unit acceptably adjusted.

Item No. 21: Provide and Install Cleanout Boxes, Valve Boxes and/or Meter Boxes To Grade.

This Work shall consist of providing and installing various insets in the pavement to plan line and grades as shown on the plans, standard details or as directed by the Engineer. Work shall include demolition of existing sidewalk (if applicable), excavation, providing and installing of the cleanout boxes, valve casing, meter box, other inset to appropriate grade, the installation of brick footings under metal or plastic casings, the seating of these footings with sand or other appropriate means and the backfill and compaction around the adjusted casing or box, all of which are considered incidental and included in the bid item of the Work and no additional payment shall be paid thereof.

Brick for these purposes shall conform to section 02513.

Measurement of this Work shall be by the unit for each cleanout box, valve box, meter box, or similar inset acceptably provided and installed.

Payment shall be at the contract price for each unit acceptably provided and installed.

Item No. 22: Crushed Aggregate Base, 4" Thick.

Measurement shall be in square yards as may be limited or modified by other sections of these special conditions based on field measurement of the Work as acceptably installed.

Payment shall be at the contract price in square yards for the Work in place, complete.

Item No. 23: Crushed Aggregate Base, 6" Thick.

Measurement shall be in square yards as may be limited or modified by other sections of these special conditions based on field measurement of the Work as acceptably installed.

Payment shall be at the contract price in square yards for the Work in place, complete.

Item No. 24: Asphalt Patching

Measurement shall be in tonnage placed as may be limited or modified by other sections of these special conditions based on field measurement of the Work as acceptably installed.

Payment shall be at the contract price per ton for the Work in place, complete.

Item No. 25: Replacement of Fence (Chain Link)

This Work shall conform to Georgia Department of Transportation Standard Specifications, Current Edition, Section 643. Work shall include, but is not limited to, removing existing fence, providing incidental clearing and grading as may be required to install new fence to line and grade, replacing of existing gate where shown on plan or as directed, cleaning up of and disposal of debris from the Work, and such other Work as may be required to accomplish the intent, all of which are considered incidental to the bid item of the Work, described hereunder and for which no additional compensation shall be paid the contractor.

Measurement of this Work shall be in linear feet along the fence from outside of end post for each continuous run of fence, including gates.

Item No. 26: Replacement of Rail (Pipe Handrail)

1) Handrail shall be the product of a company normally engaged in the manufacture of pipe railing. Railing shall be shop assembled in lengths not to exceed 24 feet for field erection.

2) Handrails shall be designed to withstand a 200# concentrated load applied in any direction to the top rail.

3) The supplier shall submit calculations to the Engineer for approval. Testing of base casting or base extrusions by an independent lab or supplier's lab (if supplier's lab meets the requirements of the Aluminum Association) will be an acceptable substitute for calculations. Calculations will be required for approval of all other design aspects.

4) Post spacing shall be a maximum of 6'-0". Posts and railings shall be a minimum of 1 1/2" schedule 40 aluminum pipe, alloy 6105-T5, ASTM B-429 or B-221. The handrail supplier shall show that their posts are of adequate strength to meet the loading requirements. If the supplier's posts are not of adequate

strength, the supplier may reduce the post spacing or add reinforcing dowels or do both in order to meet the loading requirements.

5) The handrail shall be made of pipes joined together with component fittings. Samples of all components, bases, toeplate and pipe must be submitted for approval. Components that are glued or pop-riveted at the joints will not be acceptable. All components must be mechanically fastened with stainless steel hardware. Handrail and components shall be made of steel **or approved equal material**.

6) Posts shall not interrupt the continuation of the top rail at any point along the railing, including corners and end terminations (OSHA 1910.23). The top surface of the top railing shall be smooth and shall not be interrupted by a projecting fitting.

7) The midrail at a corner return shall be able to withstand a 200# load without loosening. The supplier is to determine this dimension for their system and provide physical tests from a laboratory to confirm compliance.

8) Expansion bolts shall be spaced 10d apart and 5d edge distance for no reduction in pullout strength. A safety factor of 4 shall be used on expansion bolt pullout values published by the supplier. Expansion bolts shall be stainless steel type 303 wedge bolts and shall be furnished by the handrail supplier.

9) Toeplate shall conform to OSHA standards. Toeplate shall be a minimum of 4" high and shall be an extrusion that attaches to the posts with clamps which allow for expansion and contraction between posts. Toeplate shall be set 1/4" above the walking surface. Toeplates shall be provided on handrails as required by OSHA and/or as shown on the drawings. Toeplate shall be shipped loose, in stock lengths with pre-manufactured corners, for easy field installation.

10) Openings in the rail shall be guarded by a self-closing gate (OSHA 1910.23). Safety chains shall not be used unless specifically shown on the drawings.

11) Finish shall be Aluminum Association M10C22A41 (215-R1) clear anodized. The pipe shall be plastic wrapped. The plastic wrap shall be removed after erection.

12) Aluminum surfaces in contact with concrete, grout or dissimilar metals will be protected with a mylar isolator, bituminous paint or other approved material.

Item No. 27: Wood Post Mailboxes

This Work will consist of removing an existing mailbox with post and furnishing and installing a new mailbox with wood post where detailed on the plans or as directed by the Engineer. Post material for the mailbox stand shall consist of 4” x

4” pressure treated wood mitered at 45-degree angles on all four (4) sides of all exposed ends. The mailbox post design is to be similar in appearance to an asymmetrical “T” with the long arm braced, such as typically found in a home improvement store. Work shall include, but is not limited to, removing the existing mailbox and post (brick, metal, wood, etc.), disposing of old mailbox, installing new wood post mailbox (as described above and approved by the Engineer) and forming a 6” cut-out around the mailbox post. Mailboxes posts are to be embedded a minimum of 12” deep and plumbed, placed to meet postal requirements. Mailboxes shall be re-installed the same Working day that the existing mailbox was removed.

Measurement of this Work shall be by the unit for each mailbox and post removed and a new wood post with mailbox installed.

Payment shall be at the contract price for each mailbox and post removed and a new mailbox with wood post installed and accepted, complete, in place.

All mailboxes shall be installed in PVC sleeves except where installed in grass strips.

Item No. 28: Steel Post Mailboxes.

This item shall be identical to wood post mailboxes, except that mailbox post shall be fabricated steel acceptable to the Engineer. All mailboxes shall be installed in PVC sleeves except where installed in grass strips.

Item No. 29: Replacement of Unsuitable Material with Crushed Stone

This Work will consist of removal and replacement of unsuitable material (which is defined as contaminated material, super saturated material, or material that cannot be compacted and requires the City’s approval) with crushed stone from an area as specified on the plans or as directed by the Engineer. Work shall include, but is not limited to, excavating unsuitable material, hauling and discarding material to an approved dump site, filling excavated area with crushed stone, compacting material to required density, cleanup and disposal of debris from the Work and such other Work as may be required to accomplish the intent, all of which are considered incidental to the bid item of the Work described hereunder and for which no additional compensation shall be paid the contractor.

Measurement of this Work shall be per cubic yard of crushed stone material.

Payment shall be at the contract price per cubic yard. Such payment will be full compensation for unsuitable soil removed, replaced (with crushed stone) and accepted, complete, in place.

Item No. 30: Installation, Maintenance, Removal, and Disposal of Safety Fence

This Work will consist of installation, maintenance, and removal of safety fence. The fence shall be installed as indicated on the plan or as directed by the Engineer. Measurement of this Work shall be per unit foot.

Payment shall be at the contract price per linear foot for completed in place.

Item No. 31: Installation, Maintenance, Removal, and Disposal of Silt Fence

This Work will consist of installation, maintenance, removal, and disposal of silt fence. The fence (type A, B, or C) shall be installed as indicated on the approved erosion and sediment control plan.

Measurement of this Work shall be per unit foot.

Payment shall be at the contract price per linear foot for completed in place.

Item No. 32: Installation, Maintenance, Removal, and Disposal of Hay Bales

This Work will consist of installation, maintenance, removal, and disposal of hay bales as it relates to erosion and sediment control. The bales shall be installed as indicated on the approved erosion and sediment control plan.

Measurement of this Work shall be per unit foot.

Payment shall be at the contract price per linear foot for completed in place.

Item No. 33: Replacement of Unsuitable Material with Earth

This Work will consist of removal and replacement of unsuitable material (which is defined as contaminated materials, super saturated material, or material that cannot be compacted and requires the City's approval) with acceptable fill from an area as specified on the plans or as directed by the Engineer. Work shall include, but is not limited to, excavating unsuitable material, hauling and discarding material to an approved dump site, filling excavated area with acceptable borrow material, compacting material to required density, cleanup and disposal of debris from the Work and such other Work as may be required to accomplish the intent, all of which are considered incidental to the bid item of the Work described hereunder and for which no additional compensation shall be paid the contractor.

Measurement of this Work shall be per cubic yard of earth fill material as installed.

Payment shall be at the contract price per cubic yard of earth material. Such

payment will be full compensation for unsuitable soil removed, replaced (with fill) and accepted, complete, in place.

Item No. 34: Sidewalk Demolition

Measurement and payment shall be at the contract price per square yard.

Item No. 35: Curb Demolition

Measurement and payment shall be at the contract price per linear foot.

Item No.36: Reset Signs

Payment shall be for the contracted price for each sign.

Item No. 37: Mobilization

This item provides for mobilization compensation for small projects only. Work will consist of all preparations and operations necessary to perform sidewalk, driveway and/or curb Work, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site.
A mobilization charge will be allowed under this item only if that project qualifies by meeting the following criteria:

Project must have written approval by the city Engineer to receive this mobilization fee.

Only one mobilization payment will be made for each project that qualifies herein as stipulated.

Groups of at least three or more individual projects located within a 1000-feet radius of each other as determined from a map book (the scale must be less than or equal to 1" = 2000') will qualify for only one mobilization payment for that group of projects. However, should the value of the projects within 1,000 foot radius exceed the allowance of 200LF of sidewalk, mobilization shall not be paid.

Measurement of this Work shall be for each qualifying and approved mobilization as a lump sum unit per site or Group as noted above.

Payment shall be a lump sum payment at the contract price for each qualified and approved mobilization.

Add-Alternate 001: 4" Porous Concrete Sidewalk

Measurement and payment shall be at the contract price per square yard(see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 4).

Add-Alternate 002: Installation of Recycled Material Sidewalk Panels

1. EXAMINATION

   A. Do not begin installation until substrates have been properly laid and compacted according to manufacturer's instructions and inspected by an authority approved by the City's or Customer's Authorized Representative.

   B. If substrate preparation is the responsibility of another installer, do not begin installation until substrates have been properly laid and compacted according to manufacturer's instructions, and inspected by an authority approved by the COA.

   C. Consulting arborist recommended for tree root inspection. Roots can be left intact up to 1.75" from grade (flush to base of paver) and any tree root trimming should be approved and supervised by a consulting arborist.

   D. Place 2-1/4" of base course permeable aggregate compacted as described in the manufacturer's installation instructions. Base material shall be paid for and included in the Contractor's bid.

   E. Place and secure geotextile fabric to create leveling layer as described in the manufacturer's installation instructions. Geotextile material shall be paid for and included in Contractor's bid.

2. PREPARATION

   Prepare surfaces in accordance with manufacturer's instructions and protocol.

3. INSTALLATION

   Install paving system in accordance with manufacturer's instructions at locations indicated on the Drawings.

4. CLEANING

   Clean surface in accordance with manufacturer's instructions. Cleaning not required.

5. MEASUREMENT & PAYMENT

   The 100% recycled plastic material will be measured and paid for at the contract unit price per square foot. The unit price paid per square foot includes all costs associated with subgrade preparation and compaction, removal of existing tree roots as necessary for installation, placement and compaction of paver base, geotextile fabric, installation of 100% recycled plastic material including plastic or steel spikes, and miscellaneous concrete fill necessary to provide the 10% recycled plastic material

path, complete and in place Unit Pavers must look like concrete, lightweight, and are not prone to chipping and cracking. They must be adaptable to 4, 5, and 8 foot sidewalk lengths. They must be modular, easy to clean, and have at least a 5-year warranty. The pavers must interlock or be assured of not slipping. They must be easy and quick to install and must come with installation instructions. Pavers should not settle or pond from large amounts of water. The pavers must be salt, thaw, and abrasion resistant. Pavers must be equal to a 100% recycled plastic material interconnected modular paving system.

Add-Alternate 003: Removal of Sidewalk Vertical Misalignments

Measurement and payment shall be at the contract price per inch-foot.

Add-Alternate 004: Tree Stump Grinding and Removal

Payment shall be at the contract price for each tree stump removed, complete.

Add-Alternate 005: City Of Atlanta Standard Masonry Wall, Height Classification Applicable.

This Work will consist of furnishing and installing the gravity masonry retaining walls as detailed in the plans, the standard details (MS-1), or as directed by the Engineer. Work will include, but is not limited to, demolition of existing walls, pavement or structures, excavation, fill, backfill and compaction as may be required to meet plan lines and grades, the installation of concrete footings, weep holes and insets in the Work, the cleanup of and disposal of debris from the Work and such other Work as may be required to accomplish the intent, all of which are considered incidental to the bid item of the Work described hereunder and for which no additional compensation shall be paid the contractor.

This Work shall conform to sections 02513.

Wall heights shall be measured from the top of the footing.

Payment shall be at the contract price per square foot in place, complete.

Add-alternate 006: Concrete Segmented /Interlocking Retaining Wall System

See Section 02530 for complete specification and summary. Wall

heights shall be measured from the top of the footing.

Payment shall be at the contract price per square foot in place, complete.

Add-Alternate 007: City Standard 4" Concrete Sidewalk With Imprinted Brick Pattern or Hexagond Pattern.

Measurement and payment shall be at the contract price per square yard. (see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

Add-Alternate 008: City Standard Monolithic Concrete Sidewalk and Curb With Imprinted Brick Pattern or Hexagond Pattern.

Measurement and payment shall be at the contract price per square yard.
(see SCOPE OF WORK, SCHEDULE OF QUANTITIES, AND PRICES, section 5)

END OF SECTION

SECTION 01045 – CUTTING, PATCHING, AND GENERAL CONSTRUCTION

1 DESCRIPTION

A. The Work under this section includes, but is not necessarily limited to, cutting and patching Work as indicated on the drawings or as directed by the Engineer, herein specified and as necessary for proper and complete performance of the Work.

B. Requirements for cutting and patching may be described in various sections of these specifications.

C. Execute cutting, including excavating and filling, or patching of Work required to:

1. Make several parts fit properly.

2. Uncover Work to provide for installation of ill-timed Work.

3. Remove and replace defective Work.

4. Remove and replace Work not conforming to requirements of the contract documents.

5. Remove samples of the installed Work as specified for testing.

6. Install specified Work in existing construction.

D. In addition to contract requirements, upon written instruction of the Engineer:

1. Uncover Work to provide for the Engineer's observation of covered Work.

2. Remove samples of the installed materials for testing.

3. Remove Work to provide for alteration of existing Work.

E. Protection of Work

1. Do not endanger any Work by cutting or altering the Work or any part of it.

2. Do not cut or alter the Work of another contractor without written consent of the Engineer.

2 SUBMITTALS

A. Prior to cutting which affects the structural safety of the project or the Work of another contractor, submit a written notice to the Engineer requesting consent to proceed with cutting. The notice shall include:

1. Identification of project

2. Description of defective Work

3. Necessity for cutting

4. Effect on other Work or on the structural integrity of the project.

5. Description of the Work including:

   a. Scope of cutting and patching
   b. Subcontractor and trades to execute Work
   c. Products proposed to be used
   d. Extent of refinishing

6. Alternatives to cutting and patching.

7. Designation of party responsible for the cost of cutting and patching.

B. Cost Estimate: Prior to cutting and patching performed on instruction of the Engineer, submit a cost estimate.

C. Should conditions of the Work or the schedule necessitate alternative materials or methods, submit a written recommendation to the Engineer that includes:

1. Compelling conditions for alternative materials or methods

2. Recommended alternative materials or methods

3. Submittals as required for substitutions

D. Uncovered Work: Submit written notice to the Engineer designating the time that the Work will be uncovered for the Engineer's observation.

3 PAYMENT FOR COST

A. Costs caused by ill Work or Work not conforming to the contract documents, including costs for additional services of the Engineer, shall be paid for by the contractor.

B. Costs for Work done on the instructions of the Engineer, which is not shown on the drawings or specified, other than for defective or non-conforming Work, will be paid for in accordance with the general conditions.

4 CASH ALLOWANCES

A. General

1. The contractor shall include in the proposal total, the cash allowance figure inserted in line item 002 of the Bid Schedule included within the proposal documents. This allowance shall cover the cost of any item not included in the Bid Schedule. Service(s) covered under this allowance shall include, but not be limited to, those identified in "Part D - Schedule of Cash Allowances," and any other City pre- approved service(s) required to perform the project intent. Under no circumstance will a service be paid for out of this allowance if that item is covered within the specification as being incidental to the item of Work being performed.

2. Prior to performing any Work under this section, the contractor shall submit a written proposal stating the Contractor's rate (including handling costs, labor, overhead, profit and other expenses) to perform the requested service(s) under this allowance and the Contractor's rate shall be in units as requested by the City. The City reserves the right to reject the contractor's rate should the City determine that it is inconsistent with the general market for similar Work. Upon denying the rates submitted, the City may exercise its privilege to secure another contractor or to procure its own Work force to perform the specified service(s) under this allowance. The Engineer shall be the sole authority in determining whether any item shall qualify for payment from the cash allowance.

3. No payment will be made for nonproductive time on the part of testing personnel due to the contractor's failure to properly coordinate testing activities with the Work schedule or the contractor's problems with maintaining equipment in good Working condition. The contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction and density tests.

4. No payment shall be provided for services not pre-approved by the City and which fail to verify required results.

5. No payment shall be made for additional services required as a result of negligence of the contractor or his sub-contractors while performing Work under this contract.

6. The contractor's handling costs, labor, overhead, profit and other expenses contemplated for the line items shall be included in the items to which they pertain and not in allowances.

7. Rework due to poor materials or rejection resulting from non- compliance shall be at the expense of the Contractor.

B. Should the net cost be more or less than the specified amount of the allowance, the contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.

C. Documentation

1. The contractor shall submit copies of invoices for subcontractors, testing firms, and materials with each periodic payment request.

2. The contractor shall submit test results as requested by the Engineer.

D. Schedule of Cash Allowances

1. Soils and Concrete Testing: Cash allowance may be utilized for the services of a geotechnical Engineering firm and testing laboratory to verify soils conditions, including trench excavation and backfill, pile bearing resistance, if applicable, and similar issues and for the testing of concrete cylinders for poured-in-place concrete.

2. Blasting Monitoring: Cash allowance may be utilized for the services of an independent, qualified specialty subcontractor to monitor the blasting, when directed by the Engineer.

3. Utility Repair: Cash allowance may be utilized for the services of (a.) having a certified plumber to adjust utilities (water, sewer, gas, etc.) in slopes generated as a result of the construction of sidewalk, (b.) having a certified plumber to modify, as necessary, sprinkler systems constructed in City right-of-way when directed by the Engineer.

5 CLEARING AND GRUBBING

No separate payment shall be made for clearing and grubbing. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price for the item to which it pertains.

6 EROSION AND SEDIMENTATION CONTROL

A. General

1. Payment shall be paid per unit price for temporary and/or permanent erosion and sedimentation controls for the item of Work to which it pertain.

2. No payment will be made for any portion of the project for which temporary erosion and sedimentation controls are not properly maintained.

3. Erosion control devices will be required near creeks, streams and other water ways to insure siltation does not occur downstream. At the discretion of the Engineer, the contractor is required to install and maintain these devices.

B. Sediment Barriers: Payment will be made for sediment barriers, whether specifically hay bales or silt fence, as required to meet state laws and shall include installation, maintenance, repair, replacement, and removal as per the unit price for the item of Work to which it pertain.

C. Grassing

1. Payment shall be at the contract price per square yard.

2. Payment shall be made only for the final permanent perennial grassing. All costs for grassing, including seeding, fertilizing, mulching as well as temporary measures, shall be included in the price for grassing.

7 EARTH WORK

A. Earth Excavation

1. No separate payment will be made for earth excavation. The cost of such Work and all costs incidental thereto shall be included in the price for the item to which the Work pertains.
2. No separate payment will be made for providing sheeting, bracing and timbering.

B. Foundation Excavation

1. Costs for undercutting, foundation preparation, and removal and replacement of unsuitable material, where shown on the drawings or specified, shall be made at the unit price for the items as identified in this section.

2. Payment for removal of unsuitable material and replacement with suitable material (only as directed by the Engineer) which is not shown on the

drawings or specified shall be made at the unit price for:

a. Replacement of Unsuitable Material with Crushed Stone
b. Replacement of Unsuitable Material with Earth

3. Where ordered by the Engineer, undercutting of solid rock will be paid utilizing the cash allowance appropriation.

4. Additional costs of corrective Work, made necessary by unauthorized excavation of earth or rock, shall be borne by the contractor.

C. Dewatering: No separate payment will be made for dewatering required to accomplish the Work.

D. Backfilling: No separate payment will be made for backfilling or excavation, hauling and placement of borrow material. The cost of all such Work and all costs incidental thereto shall be included in the unit price for the item to which the Work pertains.

8 TRENCH EXCAVATION AND BACKFILL

A. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the contractor's compliance with these specifications, regulatory requirements, permits, laws or regulations which govern this project.

B. Initial Backfill

1. No separate payment shall be made for initial backfill.

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

3. No separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet the compaction requirements.

C Final Backfilling

1. No additional payment will be made for additional material when excavated materials are used.

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

3. No separate payment shall be made for the adding of moisture to the final backfill materials in order to meet the compaction requirements.

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D. Additional Material: No separate payment will be made for additional earth or fill materials imported to the project site

9 REMOVING AND REPLACING PAVEMENT

A. Payment for removing and replacing pavement will be made as a separate item based on the measured quantity replaced at the unit price in the proposal. The unit price shall include all costs associated with removing and replacing pavement, including providing select backfill if necessary, traffic control and temporary measures for maintaining traffic.

B. Payment for soils testing shall be made from the cash allowance. No payment shall be made for tests, which fail to verify required results.

C. No additional payment will be made for removing and replacing damaged adjacent pavement.

D. Costs for removal and replacement of sidewalks and curb and gutter shall be included in the unit price for the item to which it pertains.

E. Payment for pavement resurfacing shall be made at the unit price. Limits eligible for payment shall be based on widths and lengths as shown on the drawings or as directed by the Engineer. Measurement shall be made based on record drawing or field-delineated dimensions.

10 MATERIALS

All products and materials shall conform to the requirements of the specifications for the type of Work being performed, except where no products are specified in these specifications for the item being replaced; then the products and materials shall be of an equivalent type, quality, thickness and width of the item removed.

11 INSPECTION

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

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

12 PREPARATION

A. Provide shoring, bracing and support as required to maintain structural integrity of the project.

B. Provide protection for other portions of the project and provide protection from the elements.

13 PERFORMANCE

A. Execute fitting and adjustments of products to provide finished installation that complies with specified tolerances and finishes.

B. Execute cutting and demolition by means that will prevent damage to other Work and will provide proper surfaces to receive installation of repairs and new Work.

C. Execute excavating and backfilling as specified in the technical specifications.

D. Restore Work which has been cut or removed and install new products to provide completed Work in accordance with the requirements of the contract documents.

E. Refinish entire surfaces as necessary to provide an even finish. Continuous surfaces shall be refinished to the nearest intersection and assemblies shall be entirely refinished.

END OF SECTION

SECTION 01050 – TRAFFIC CONTROL

1 DESCRIPTION

Work under this section shall consist of traffic control for sidewalk, curbing, driveway apron repair projects.

2 MATERIALS

Materials for this Work shall meet the requirements of Georgia Department of Transportation (GDOT) Standard Specification, Section 150 - Traffic Control (please refer to GDOT's website). This specification can be found at the following website address: http://www.dot.ga.gov/PartnerSmart/Business/Documents/GDOT_SpecBook_2013.pdf and http://standarddetails.dot.ga.gov/stds_dtls/

3 CONSTRUCTION

A. Construction of this item shall conform to the technical requirements, including testing, of Section 150 of the Georgia Department of Transportation Standard Specifications.

B. Uniformed Police Officers may be required at all signalized intersections to provide traffic control when repair activities impact the safe movement of pedestrians and vehicular traffic flow.

4 METHOD OF MEASUREMENT

Traffic control shall be provided on all projects.

5 BASIS OF PAYMENT

A. Traffic control shall be paid as a lump sum per site. All costs associated with signage, channelization devices, safety measures, coordination, and personnel shall be included in this lump sum unit price per site.

B. Payment will be made under:

COA Item No. 001 – Traffic Control – Lump Sum per Site

END OF SECTION

SECTION 01055 - CONSTRUCTION STAKING

1 DESCRIPTION

A. Construction staking shall include all of the surveying Work required to layout the Work and control the location of the finished project. The contractor shall have the full responsibility for constructing the project to the correct horizontal and vertical alignment, as shown on the drawings, as specified, or as ordered by the Engineer. The contractor shall assume all costs associated with rectifying Work constructed in the wrong location.

B. From the information shown on the drawings and the information to be provided as indicated under project conditions below, the contractor shall:

1. Be responsible for setting reference points and/or offsets, establishment of baselines, and all other layout, staking, and all other surveying required for the construction of the project;

2. Safeguard all reference points, stakes, grade marks, horizontal and vertical controlpoints, and shall bear the cost of re-establishing same if disturbed;

3. Stake out the permanent and temporary easements or the limits of construction to ensure that the Work is not deviating from the indicated limits;

4. Be responsible for all damage done to reference points, baselines, center lines and temporary bench marks, and shall be responsible for the cost of re-establishment of reference points, baselines, center lines and temporary bench marks as a result of the operations.

C. Baselines shall be defined as the line to which the location of the Work is referenced, i.e., edge of pavement, road centerline, property line, right-of-way or survey line.

2 PROJECT CONDITIONS

A. The drawings provide the location and/or coordinates of principal components of the project. The alignment of some components of the project may be indicated in the specifications. The Engineer may order changes to the location of some of the components of the project or provide clarification to questions regarding the correct alignment.

B. The survey points, control points, and baseline to be provided to the contractor shall be limited to only that information which can be found on the project site by the contractor.

3 QUALITY ASSURANCE

A. The contractor shall furnish documentation, prepared by a surveyor currently registered in the State of Georgia, that staking is being done to the horizontal and vertical alignment shown in the contract documents. This requires that the contractor hire, at the contractor's own expense, a currently registered surveyor, acceptable to the City, to provide ongoing construction staking or confirmation of such.

B. Any deviations from the drawings shall be confirmed by the Engineer prior to construction of that portion of the project.

4 SIDEWALKS

A. Staking Precision: The precision of construction staking shall match the precision of components location indicated on the drawings. Staking of utilities shall be done in accordance with generally accepted practice for the type of utility.

B. Paved Surfaces: The contractor shall establish a reference point for establishing and verifying the paving subgrade and finished grade elevations. Any variance with plan grades shall be identified by the contractor and confirmed by the Engineer prior to constructing the base.

END OF SECTION

SECTION 01060 - REGULATORY REQUIREMENTS

01 DESCRIPTION

A. Permits and Responsibilities: The contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.

B. The contractor shall take proper safety and health precautions to protect the Work, the Workers, the public and the property of others.

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

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

1 DESCRIPTION

A. Work under this section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.

B. Scheduling and Administration by the City of Atlanta Project Manager.

1. Prepare agenda.

2. Make physical arrangements for the meetings.

3. Preside at meetings.

4. Record minutes and include significant proceedings and decisions.

5. Distribute copies of the minutes to participants.

2 PRECONSTRUCTION CONFERENCE

A. The City of Atlanta Project Manager shall schedule the preconstruction conference prior to the issuance of a Work Order.

B. Representatives of the following parties are to be in attendance at the meeting:

1. City of Atlanta Project Manager.

2. Engineer.

3. Contractor and superintendent.

4. Major subcontractors.

5. Representatives of other governmental or regulatory agencies when appropriate.

C. The agenda for the preconstruction conference shall consist of the following at a minimum:

1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.

2. Critical Work sequencing.

3. Designation of responsible personnel and emergency telephone numbers.

4. Processing of field decisions and change orders.

5. Adequacy of distribution of contract documents.

6. Schedule and submittal of shop drawings, product data and samples.

7. Pay request format, submittal cutoff date, pay date and retainage.

8. Procedures for maintaining record documents.

9. Use of premises, including office and storage areas and City's requirements.

10. Major equipment deliveries and priorities.

11. Safety and first aid procedures.

12. Security procedures.

13. Housekeeping procedures.

14. Work hours.

3 PROJECT COORDINATION MEETINGS

A. Schedule regular bi-weekly meetings as directed by the City of Atlanta Project Manager.

B. Hold called meetings as the progress of the Work dictates.

C. The meetings shall be held at the location requested by the City of Atlanta Project Manager.

D. Representatives of the following parties are to be in attendance at the meetings:

1. City of Atlanta Project Manager

2. Engineer.

3. Contractor and superintendent.

4. Major subcontractors as pertinent to the agenda.

5. City's representative as appropriate.

6. Representatives of governmental or other regulatory agencies as appropriate.

E. The minimum agenda for progress meetings shall consist of the following:

1. Review and approve minutes of previous meetings.

2. Review Work progress since last meeting.

3. Note field observations, problems and decisions.

4. Identify problems, which impede planned progress.

5. Review off-site fabrication problems.

6. Review contractor's corrective measures and procedures to regain plan schedule.

7. Review contractor's revision to the construction schedule as outlined in the Supplementary Conditions.

8. Review submittal schedule; expedite as required to maintain schedule.

9. Maintenance of quality and Work standards.

10. Review changes proposed by City for their effect on the construction schedule and completion date.

11. Complete other current business.

END OF SECTION

SECTION 01320 - CONSTRUCTION PHOTOGRAPHS

1 DESCRIPTION

The contractor shall be prepared, upon request from the City, to furnish all equipment and labor materials required to provide the City with construction photographs of the project. Negatives or original electronic copy shall become the property of the City and none of the photographs herein shall be published without express permission of the City.

2 PRE AND POST CONSTRUCTION PHOTOGRAPHS

A. Prior to the beginning of any Work, the contractor shall take project photographs of the Work area to record existing conditions.

B. Following completion of the Work, another recording shall be made showing the same areas and features as in the pre-construction photographs.

C. All conditions, which might later be subject to disagreement, shall be shown in sufficient detail to provide a basis for decisions.

D. The pre-construction photographs shall be submitted to the Engineer within 25 calendar days after the date of receipt by the contractor of Notice to Proceed. Post-construction photographs shall be provided prior to final acceptance of the project.

1.3 PROGRESS PHOTOGRAPHS

A. Photographs shall be taken to record the general progress of the project during each pay period. Photographs shall be representative of the primary Work being performed at that time.

B. The photographs shall include the date and time marking of the recording. All photographs shall be labeled on a tab connected to the bottom of the photo to indicate date and description of Work shown.

C. A minimum of 10 photographs shall be submitted with each request for payment. The view selection will be as agreed to with the Engineer. Two prints of each photograph shall be submitted.

1.4 SUBMITTALS

A. Photographs shall be submitted in plastic sleeves pre-punched for a 3-ring binder. Negatives shall be submitted in polyethylene preservers, 8-1/2 x 11-inches in size, equal to Print File Archival Preservers, Style No. 35-7.

B. Construction photographs shall be submitted with each payment request. Failure to include photographs may be cause for rejection of the payment request.

END OF SECTION

SECTION 01410 - TESTING LABORATORY SERVICES

1 DESCRIPTION

This section includes testing which the City may require, beyond that testing required of the supplier, to determine if materials provided for the project meet the requirements of these specifications. This Work also includes all testing required by the City to verify Work performed by the contractor is in accordance with the requirements of these specifications, i.e., concrete strength and slump testing, soil compaction, etc. This Work does not include materials testing required in various sections of these specifications to be performed by the supplier, e.g., testing of pipe. The testing laboratory or laboratories will be selected by the City. The testing laboratory or laboratories will Work for the City.

2 LABORATORY DUTIES

A. Cooperate with the City Project Manager and Contractor.

B. Provide qualified personnel promptly on notice.

C. Perform specified inspections, sampling and testing of materials.

a. Comply with specified standards, ASTM, other recognized authorities, and as specified.

b. Ascertain compliance with requirements of the contract documents.

D. Promptly notify the Engineer and contractor of irregularity or deficiency of Work, which are observed during performance of services.

E. Promptly submit three copies (two copies to the Engineer and one copy to the contractor) of report of inspections and tests in addition to those additional copies required by the contractor with the following information included:

a. Date issued

b. Project title and number

c. Testing laboratory name and address

d. Name and signature of inspector

e. Date of inspection or sampling

f. Record of temperature and weather

g. Date of test

h. Identification of product and specification section

i. Location of project

j. Type of inspection or test

k. Results of test

l. Observations regarding compliance with the contract documents

F. Perform additional services as required.

G. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the contract documents, or approve or accept any portion of the Work.

3 CONTRACTOR RESPONSIBILITIES

A. Cooperate with laboratory personnel, and provide access to Work and/or supplier's requirements.

B. Provide to the laboratory representative samples, in required quantities, of materials to be tested.

C. Furnish copies of mill test reports.

D. Furnish required labor and facilities to:

a. Provide access to Work to be tested;

b. Obtain and handle samples at the site;

c. Facilitate inspections and tests;

d. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.

E. Notify the laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.

F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency, or the Engineer, and shipped to the laboratory by the contractor at contractor's expense.

G. Copies of all correspondence between the contractor and testing agencies shall be provided to the Engineer.

4 QUALITY ASSURANCE

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

5 PRODUCT HANDLING

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

6 FURNISHING MATERIALS

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

7 CODE COMPLIANCE TESTING

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

8 CONTRACTOR'S CONVENIENCE TESTING

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

9 SCHEDULES FOR TESTING

A. Establishing Schedule

a. The contractor shall, by advance discussion with the testing laboratory selected by the City, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.

b. Provide all required time within the construction schedule.

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

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

10 TAKING SPECIMENS

Unless otherwise provided in the contract documents, all specimens and samples for tests will be taken by the testing laboratory or the Engineer.

11 TRANSPORTING SAMPLES

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

12 PAYMENT FOR TESTING SERVICES

A. The cost of testing services required by the contract to be provided by the contractor shall be paid for by the City through the cash allowance, i.e., concrete testing, soil compaction, and asphalt testing.

B. The cost of additional testing services not specifically required in the specifications, but requested by the City or Engineer, shall be paid for by the City through the cash allowance.

C. The cost of material testing described in various sections of these specifications or as required in referenced standards to be provided by a material supplier, shall be included in the price for that item and shall not be paid for by the City.

D. The cost of retesting any item that fails to meet the requirements of these specifications shall be paid for by the contractor. Retesting shall be performed by the testing laboratory Working for the City.

END OF SECTION

SECTION 01540 - JOB SITE SECURITY

1 DESCRIPTION

Jobsite security will encompass the use of barricades lights, signs, and any measure deemed appropriate by the Project Manager to ensure that pedestrian and vehicular traffic is controlled in the Work zone in a safe and efficient manner.

2 BARRICADES, LIGHTS AND SIGNALS

A. The contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.

B. The contractor will be held responsible for all damage to the Work due to failure of barricades, signs and lights; and whenever evidence is found of such damage, the contractor shall immediately remove the damaged portion and replace it at contractor's cost and expense. The contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the project has been accepted by the City.

END OF SECTION

SECTION 01562 - DUST CONTROL

1 DESCRIPTION

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

2 PROTECTION OF ADJACENT PROPERTY

A. The Contractor shall visit the site and note the buildings, landscaping, roads, parking areas and other facilities near the Work site that may be damaged by their operations. The contractor shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from contractor's operations.

B. Protect all existing facilities (indoors or out) from damage by dust, fumes, spray or spills (indoors or out). Protect motors, bearings, electrical gear, instrumentation and building or other surfaces from dirt, dust, welding fumes, paint spray, spills or droppings causing wear, corrosion, malfunction, failure or defacement by enclosure, sprinkling or other dust palliatives, masking and covering, exhausting or containment.

END OF SECTION

SECTION 01569 - SAFETY ON PROJECTS

01 DESCRIPTION

A. The contractor shall be responsible for conducting all Work in a safe manner and shall take reasonable precautions to ensure the safety and protection of Workers, property and the general public.

B. All construction shall be conducted in accordance with the latest applicable requirements for part 1926 of the Occupational Safety and Health Act, Safety and Health Regulations for Construction, section 107 of the Contract Work Hours and Safety Standards Act, as well as any other local, state or federal safety codes and regulations.

C. The contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the Work is performed safely and in conformance with all applicable regulations.

D. The contractor shall determine the safety hazards involved in prosecuting the Work and the precautions necessary to conduct the Work safely.

E. The contractor shall bear all risks associated with performing the Work and shall fully indemnify and hold harmless the City and Engineer.

END OF SECTION

SECTION 01610 - TRANSPORTATION AND HANDLING

01 DESCRIPTION

A. The contractor shall provide transportation of all equipment, materials and products furnished under these contract documents to the Work site. In addition, the contractor shall provide preparation for shipment, loading, unloading, handling and preparation for installation and all other Work and incidental items necessary or convenient to the contractor for the satisfactory prosecution and completion of the Work.

B. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by the contractor at no additional cost to the City prior to being incorporated into the Work.

END OF SECTION

SECTION 01611 - STORAGE AND PROTECTION

1 DESCRIPTION

The Work under this section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the Work. The contractor shall store materials, supplies and equipment at the site in such orderly fashion and in such locations as approved by the Engineer that will not unduly interfere with the progress of the Work or the Work of any other contractors, or the activities of City personnel.

2 STORAGE AND PROTECTION

A. Storage

a. Maintain ample way for foot traffic at all times, except as otherwise approved by the Engineer.

b. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the City.

c. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.

d. All materials shall meet the requirements of these specifications at the time that they are used in the Work.

e. Store products in accordance with supplier's instructions.

B. Protection

a. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed Work and materials of all other trades.

b. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.

c. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the Engineer and at no additional cost to the City.

D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks.

F. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

3 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps and mechanical aerators have to be stored for an extended period of time, the contractor shall provide satisfactory long-term storage facilities, which are acceptable to the Engineer. The contractor shall provide all lubricants and exercising necessary or recommended by the supplier to properly maintain and protect the equipment during the period of extended storage.

END OF SECTION

SECTION 01630 - SUBSTITUTIONS AND OPTIONS

1 DESCRIPTION

This section outlines the restrictions and requirements for substitutions, product and supplier options, and construction method options.

2 DEFINITIONS

A. For the purposes of these contract documents, a "substitute item" shall be defined as one of the following:

   a. A product or supplier offered as a replacement to a specified product or supplier.

   b. A product or supplier offered in addition to a specified product or supplier.

B. For the purposes of these contract documents, a "substitute construction method" shall be defined as one of the following:

   a. A mean, method, technique, sequence or procedure of construction offered as a replacement for a specified mean, method, technique, sequence or procedure of construction.

   b. A mean, method, technique, sequence or procedure of construction offered in addition to a specified mean, method, technique, sequence or procedure of construction.

3 GENERAL SPECIFICATIONS

A. An item or construction method, which is offered where no specific product, supplier, mean, method, technique, sequence or procedure of construction is specified or shown on the drawings, shall not be considered a substitute and shall be at the option of the contractor, subject to the provisions in the contract documents for that item or construction method.

B. For products specified only by a referenced standard, the contractor may select any product by any supplier, which meets the requirements of the specifications, unless indicated otherwise in the contract documents.

C. If the supplier is named on the drawings or in the specifications as an acceptable supplier, products of that supplier meeting all requirements of the specifications and drawings are acceptable.

D. Whenever the Engineer's design is based on a specific product of a particular supplier, that supplier will be shown on the drawings and/or listed first in the list of approved suppliers in the specifications. Any proponent intending to furnish products of other than the first listed supplier, or furnish substitute items, shall:

a. Verify that the item being furnished will fit in the space allowed, perform the same functions and have the same capabilities as the item specified;

b. Include in its proposal the cost of all accessory items, which may be required by the other listed substitute product;

c. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required; and

d. Include the cost of required additional Work by the Engineer, if any, to accommodate the item.

E. Whenever a product specification includes minimum experience requirements which the supplier selected by the contractor cannot meet, the supplier shall furnish the City with a cash deposit, or bond acceptable to the City in an amount equal to the cost of the product, which shall remain in effect until the experience requirement has been met.

4 APPROVALS

A. Approval, of a substitution as an acceptable supplier, of the Engineer is dependent on determination that the product offered:

a. Will be essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based.

b. Will require no major modifications to structures, electrical systems, control systems or piping systems.

5 SUBSTITUTIONS AND OPTIONS

A. No substitutions will be considered for the suppliers listed in the contract.

B. After Notice to Proceed

a. Substitute items will be considered only if the term "equal to" precedes the names of acceptable suppliers in the specification.

b. Where items are specified by referenced standard or specified as indicated in Article 03, paragraph A, above, such items shall be submitted to the Engineer for review.

a. The contractor shall submit shop drawings on the substitute item for the Engineer's review in accordance with the section 01340.

END OF SECTION

SECTION 01710 - CLEANING

1 DESCRIPTION

This section covers the general cleaning, which the contractor shall be required to perform both during construction and before final acceptance of the project, unless otherwise shown on the drawings or specified elsewhere in these specifications.

2 QUALITY ASSURANCE

A. Daily and more often if necessary, conduct inspections to verifying that requirements of cleanliness are being met.

B. In addition to the standards described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

3 HAZARDOUS MATERIAL AND WASTE

A. The contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in approved landfills as applicable.

B. The contractor shall prevent accumulation of wastes, which create hazardous conditions.

C. Burning or burying rubbish and waste materials on the site shall not be allowed.

D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

4 DISPOSAL OF SURPLUS MATERIALS

A. The contractor shall legally dispose all surplus materials and equipment from demolition and shall provide suitable off-site disposal site, or utilize a site designated by the City.

B. Clean up all refuse, rubbish, scrap materials, and debris caused by the Contractor's operations, to the end that at all times the site of the Work shall present a neat, orderly and Workmanlike appearance. No items shall be left or discarded elsewhere on the site, or any other City sites. Items that are to be discarded shall be removed to approved dump areas.

C. Remove all surplus material, false Work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from the Contractor's operations, and put the site in a neat, orderly condition before final payment. Such final cleanup Work shall be performed within the time specified for completion of Work, with such exceptions as may be approved in writing by the Engineer. Unless otherwise provided in the specifications, contractor shall clean any portion of Work for which a separate time for completion is specified and the site thereof to the above standards within the specified time, with such exceptions as may be approved in writing by the Engineer.

D. The disposal of all excavated material or spoil not required for use in the permanent Work shall be the responsibility of the contractor. The Contractor's shall remove excess excavated material or spoil from the site of the Work and dispose of the same in a legal manner at no additional cost to the City. Burning of debris on site will not be allowed.

5 CLEANING MATERIALS AND EQUIPMENT

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

6 COMPATIBILITY

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

7 PROGRESSIVE CLEANING

A. General

a. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.

b. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.

c. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

B. Site

a. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.

b. Restack materials stored on site weekly.

c. At all times maintain the site in a neat and orderly condition, which meets the approval of the Engineer.

8 FINAL CLEANING

A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.

B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.

C. Site: Unless otherwise specifically directed by the Engineer, hose down all sidewalks within the site and all paved areas directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.

D. Post-Construction Cleanup: All evidence of temporary construction facilities, haul roads, Work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Engineer.

E. Restoration of Landscape Damage: Any landscape feature damaged by the contractor shall be restored as nearly as possible to its original condition at the contractor's expense. The Engineer will decide what method of restoration shall be used.

F. Timing: Schedule final cleaning as approved by the Engineer to enable the City to accept the project.

9 CLEANING DURING CITY'S OCCUPANCY

Should the City occupy the Work or any portion thereof prior to its completion by the contractor and acceptance by the City, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Engineer in accordance with the conditions of the contract documents.

END OF SECTION

SECTION – 02513 CONSTRUCTION OF SIDEWALKS, CURBS, RAMPS AND APRONS

1 DESCRIPTION

Concrete curb, curb and gutter, sidewalks, driveway aprons, and wheelchair ramps shall be constructed of Portland cement concrete prepared as described herein of this specification and placed in one course. Concrete shall be Class "A" unless otherwise specified on the plans.

2 MATERIALS

The materials and general placement procedures for concrete and masonry construction shall adhere to those stated in this section unless specifically changed by the special provisions, plans, or the Engineer.

A. Concrete

Concrete shall be composed of cement, fine aggregate, coarse aggregate, water, entrained air, and such admixtures as may be specified; proportioned and mixed to produce a plastic Workable mix in accordance with the requirements of these specifications and supplemental special provisions and suitable for the specific conditions of placement .

B. Classification and Strength

Concrete shall be in three classifications. Minimum 28-day compressive strength and usage shall be as follows:

a. Class "A": Minimum compressive strength 3000 psi at 28-days shall be used for all reinforced concrete Work, and for non- reinforced footings and slabs 8 inches or less in thickness, unless a higher strength is required by the plans.

b. Class "B": Minimum compressive strength 2200 psi at 28-days may be used for gravity type walls and for non-reinforced footings and slabs greater than 8 inches in thickness, unless a higher strength is required by the plans.

c. Class "C": Minimum compressive strength 1500 psi at 28-days shall be used for concrete sub-foundations, pipe envelopes, and for concrete backfill when required. Compressive strength of concrete at the age of 28-days shall be determined by breaking

standard 6-inch diameter by 12-inch test cylinders in accordance with ASTM C-31 and C-39.

C. Concrete - High Early Strength

Concrete made with high early strength Portland cement shall not be used unless specifically authorized by the Engineer or otherwise called for in the plans. The compressive strength of such concrete, at the age of 7 days, shall be at least equal to the minimum 28-day compressive strengths for the class specified above. All other provisions of these specifications, except for cement, shall be applicable to such concrete.

D. Concrete - Air Entrained

The suffix A/E shall indicate air entrainment required for the concrete mix specified. Compressive strength requirements will not change due to the presence of air entrainment. Compensation for strength loss due to A/E% shall be accomplished by adjustment of the water/cement ratio. Percent of air entrainment shall fall within the range 3% - 7% (with 4.5% being desirable) as determined by the volumetric method in ASTM C-231. Admixtures used to achieve air entrainment shall conform to ASTM C-260, except that admixtures used in reinforced concrete shall not contain chlorides.

E. BRICK

All brick used for adjusting manholes, flush tanks, and catch basins shall be hard No. 1 building brick, manufactured of clay or shale. Brick shall be uniform standard commercial size with straight, parallel edges and square corners, burned uniformly hard entirely through, and uniform in color with uniform abrasion resistance. All brick shall conform to ASTM C-32 and meet the minimum requirements of grade SM.

F. CEMENT

All cement used in the Work shall conform to ASTM C-150, specification for Portland cement.

G. SAND

The sand shall be clean and sharp, free from all deleterious substances and shall conform to ASTM C-33.

H. COARSE AGGREGATE

Coarse aggregate shall be crushed stone of a quality equal to the best Stone Mountain Granite, of solid composition, free from dirt and adherent coatings, and

suited for the class of its intended usage. Unless otherwise stated, gradation shall conform with size number 467, number 57, or number 67 as described in ASTM C-33. The nominal maximum size of coarse aggregate used in concrete shall not be larger than one-fifth of the narrowest dimension between sides of the forms, one-third of the depth of slabs, three-fourths of the minimum clear spacing between reinforcing bars as described in ACI 68-50, Article 3.4.1.

I. STEEL REINFORCEMENT

All steel bars used for reinforcement must be intermediate grade, new billet steel and must meet the requirements of ASTM A-615 and be of a pattern per the details in Part V of this document.

J. MISCELLANEOUS STEEL

The contractor shall be required to furnish, in addition to the reinforcement shown on the plans, such support bars, tie bars, chairs, etc., as are needed to properly secure the reinforcing bars in place as intended on the plans and all dowels, splices, etc., which shall be of design acceptable to the Engineer.

K. RUBBLE MASONRY

Rubble stone masonry, when required, shall be built of sound and durable quarriedstone, of shape and form to make neat and substantial Work of this class. Stone shall be thoroughly cleaned of soil and dust and be bedded in cement mortar, every joint and space filled with mortar. No spalling under stone will be allowed. The headers must be of sufficient size and frequency to insure a strong bond. No stone shall have more "build" than "bed." Mortar shall be as specified in Section 1.10. Size of stone shall be the same as that specified for rip rap in Section 1.09.

L. STONE FOR RIPRAP

Stone for riprap shall consist of rough unhewn quarry granite as nearly in rectangular section as is practical. The minimum thickness of stone shall be 9" with more than 70% in any load having, a minimum dimension of twelve (12") inches. All stone shall weigh between 75 and 150 pounds. All rip rap shall be hand placed as a loose stone embankment or grouted in place as indicated on the plans or as directed by the Engineer.

M. MORTAR

Mortar and grout shall consist of fresh mixtures of one part Portland or Masonry cement to three parts of sand and water. Hydrated lime may be added when Portland cement is used, in amounts not exceeding 10 percent of the weight of cement. Materials shall be mixed dry until a uniform mixture is produced; after which enough water shall be added to produce the desired consistency. Mortar and grout, which has been mixed for more than 45 minutes, shall not be used. Re- tempering of mortar is not permitted.

Fine aggregate for mortar and grout shall consist of natural sand or manufactured sand having clean, hard, strong, durable, uncoated particles. Unless otherwise specified, gradation of fine aggregate for mortar and grout shall be as follows:

TOTAL % BY WEIGHT PASSING EACH SIEVE

U.S. STD.

No.4	No. 16	No. 50	No. 100
100%	90-100%	15-40%	0-10%

3 CONSTRUCTION DETAILS

Concrete curb, curb and gutter, sidewalks, driveway aprons, and wheelchair ramps shall be constructed in strict accordance with the project plans or referenced standard plans on file in the City of Atlanta, Bureau of Highways and Streets.

4 CONSTRUCTOIN REQUIREMENTS

A. Placing Concrete

Before concrete is placed, the depth and character of the foundations, the adequacy of forms and false Work, the placing of steel and appurtenant Work shall be inspected and approved by the Engineer; such approval, however, shall not relieve the contractor of the responsibility to produce the finished Work in accordance with plans and specifications. Preparation for placing concrete, and the handling and placing of concrete, shall be in accordance with the following:

a. Preparation: All accumulated water and debris shall be removed from excavations, or from form Work into which concrete is to be placed, and any flow of water into such places shall be diverted into side drains or sumps, so as to be removed without disturbing newly placed concrete. Forms, unless lined, shall be thoroughly wetted with water before concrete is placed so as to tighten joints and prevent leakage from the

runways for buggies or wheelbarrows, if used, shall not be supported on form Work. Concrete shall be conveyed in such a manner so as not to disturb forms or segregate the mix.

b. Daylight Placing: All concrete shall be placed in daylight, and the placing of concrete in any portion of the Work shall not be started if such Work cannot be completed during daylight, unless otherwise specifically approved by the Engineer. Such approval will not be given unless an adequate lighting system is provided.

c. Cold Weather Placing: Concrete shall not be placed when the atmospheric temperature is below 35 degrees Fahrenheit. If after placing concrete the temperature drops below 35 degrees Fahrenheit, the contractor shall enclose, heat and protect the Work in such a manner so as to keep the air surrounding the fresh concrete at a temperature of not less than 45 degrees Fahrenheit for a period of 5 days after concrete is placed. The contractor shall assume all risk connected with the placement and protection of concrete under the above, and should such concrete be unsatisfactory, it shall be rejected.

d. Hot Weather Placing: At no time shall the temperature of the concrete at the point of discharge exceed 90□□Fahrenheit. The contractor may reduce the concrete temperature by cooling one or more of the ingredients. Water may be refrigerated. Ice may be added to the mixing water on a pound for pound replacement basis, provided that all ice is melted prior to the addition of the water to the mix. Fogging or other suitable means may be used to cool the aggregate, provided that aggregate moisture contents are adjusted with the mixing water to insure no increase in the design water-cement ratio. When the atmospheric temperature is above 90□□Fahrenheit ready mix concrete shall be completely discharged within 60 minutes from the time water is added to the mix.

Forms and reinforcement steel shall be pre-wet, and the contractor shall have sufficient skilled personnel and equipment to place and finish the concrete without delay. The contractor may be required to furnish wind screens, to use water fogging, or other means to prevent moisture loss as directed by the Engineer.

Curing shall be as specified in Section 3.09, except that if a pigmented curing compound is used, it shall be white.

e. Handling: Concrete shall be transported from the mixer to the point of deposit by a bottom dump concrete bucket handled by a crane; by concrete buggies, wheelbarrows, pumping, conveyor belts or by such means, approved by the Engineer, as the contractor may elect. In the event the quality of the concrete as it reaches the forms, or the method

and placing thereof, in the opinion of the Engineer, is not satisfactory, the contractor shall change his method of operation so as to place concrete in a satisfactory manner.

f. Placing: Concrete shall be placed in such a manner so as to avoid the possibility of segregation or separation of aggregates, so as to avoid displacement of reinforcing, and to avoid coating or splattering the reinforcing steel which is in place with concrete, which may set before completion of the pour and tend to re-duce bond. Troughs, pipes, hoppers and chutes and canvas trellis used in placing concrete shall be arranged and usd so as to place the concrete in the manner specified. The placing of concrete with in form Work caused thereby shall not exceed the design pressure thereof. Concrete shall be placed in continuous horizontal layers, the thickness of which, in general, shall not exceed 12 inches. In placing concrete, each batch and each layer shall be placed following the preceding batch or layer so closely that there will be no lines of separation or "cold joints" in the Work. Care shall be used to fill each part of the forms by depositing concrete as near final position as possible. After the concrete has taken its initial set, care shall be taken to avoid jarring the form Work or placing strain or vibration on the ends of projecting reinforcing bars.

1. Compaction: Concrete, if placed in layers, shall be compacted by the use of mechanical internal vibrating equipment supplemented by hand spading with a steel splicing rod. Vibrating shall not be used to transport concrete within forms. Internal vibrators shall maintain a speed of at least 5000 impulses per minute when submerged in concrete. At least one spare vibrator shall be maintained on the job site as a relief. The duration of vibration shall be limited to that necessary for satisfactory consolidation, without causing objectionable segregation. The vibrator shall not be inserted into layers, which have begun to set.

2. Thin Section: All thin section Work shall be thoroughly Worked with a steel rod; faces shall be shaped and mortar flushed to the surface of the forms thereby. Small diameter holes shall be drilled in form Work beneath large wall sleeves and inserts which have been set therein, to prevent the entrapment of air beneath such wall sleeves and inserts, when concrete is placed.

g. Continuous Placement: The placement of concrete within any unit of the Work, between construction joints, once begun shall continue without interruption so that the unit will be monolithic.

h. Defective Work: Concrete shall be placed and compacted so as to form a dense, compact, impervious, artificial stone, with smooth faces on

exposed surfaces. Any section of concrete Work found to be porous, plastered, or otherwise defective, in the opinion of the Engineer, shall be removed and replaced in whole or in part, as directed by the Engineer, at the expense of the contractor.

B. Joints

The unit of operation between construction joints shall be as shown on the drawings or as directed by the Engineer. Concrete shall be placed continuously within the unit, as specified in the paragraph above, so that the unit will be monolithic. At least 72 hours shall elapse between castings of adjoining units, unless otherwise approved by the Engineer.

a. Construction Joints in Footings and Walls: Construction joints in footings and walls, required for proper execution of the Work, and not shown on the drawings, shall be located, as directed by the Engineer, across regions of low stress so as to least impair the strength and appearance of the Work. Special provisions shall be made for joining successive units, as shown on the drawings and as directed by the Engineer.

b. Construction Joints in Slabs: Construction joints in slabs, required for proper execution of the Work, and not shown on the drawings shall be located as directed by the Engineer. Special provisions, including concrete footing for construction joints in slabs on earth, shall be made for joining successive units, as indicated on the drawings and as may as may be directed by the Engineer.

c. Expansion Joints: Expansion joints, when required, shall be located as indicated on the drawings and constructed in accordance with details thereon.

d. Keys: Keys shall be constructed in all construction joints, as indicated on the drawings, and as directed by the Engineer.

e. Water Stops: Where indicated on the plans or at construction joints subject to water pressure, water stops shall be installed for the full length of the joint. Water stops shall be either 6" x 1/8" steel plates or 9" x 1/2" rubber or polyvinyl chloride. P. V. C. and rubber water stops shall be spliced in accordance with the supplier’s recommendations while steel water stops shall be spliced by welding.

C. Bonding Concrete Work

Bonding new concrete Work, to be placed on or against new concrete Work, shall be in accordance with the following:

a. Bonding to New Concrete: Before placing new concrete Work on or against new concrete Work which has recently set, the surfaces of such Work shall be thoroughly roughened and cleaned of all foreign matter and laitance, forms placed or tightened and the surfaces slushed with grout. New concrete shall be placed before grout has attained its initial set. All such Work shall be done in such a manner to insure complete bonding.

   1. Grout for bonding to new concrete Work shall be composed of 1 part Portland cement to 3 parts sand, and from 2 to 4 inches of such grout shall be applied horizontal construction joints.

b. Bonding to old concrete shall be done in accordance with the plans.

D. Water Tightness

Concrete required to be watertight shall be air entrained and be proportioned, mixed, and placed in strict accordance with these specifications. All concrete structures for holding or carrying water, or pits below ground level, shall be watertight, and a seepage loss of more than 1/4-inch depth in 24 hours will not be permitted when the water holding structures are filled. All exposed surfaces of water holding structures, and interiors of pits below ground water level, shall be free from visible damp spots or seepages before acceptance.

E. Subgrade preparation and placement of base materials

The preparation of natural, filled or excavated roadbed material prior to the placement of sub-base or base material, pavement, curbs and gutters, driveways, sidewalk, driveways, wheelchair ramps or other roadway structures shall conform to the following requirements:

a. Preparation of Subgrade: Scarifying and cultivating will be required for dry soils which are impervious to the penetration of water, for soils which contain excessive amounts of moisture, for soils which are non-uniform in character, or when pavement is to be placed directly on the roadbed material. Unsuitable material found below the processing depth for subgrade specified herein shall be treated in accordance with Paragraph 3.05, Unsuitable Material.
   After rough grading has been completed, when scarifying and cultivating are required, the roadbed shall be loosened to a depth of at least 6 inches. The loosened material shall then be Worked to a finely divided condition *and all* rocks larger than 3 inches in diameter shall be removed. The moisture content shall be brought to optimum by the addition of water, by the addition and blending of dry suitable material or by the drying of existing material. The material shall then be compacted by approved equipment to the specified relative compaction.

b. Relative Compaction: All relative compaction percentages refer to maximum dry density as determined by ASTM D-1557 (Modified Proctor). When pavement is to be placed directly on subgrade material, the top 6 inches of subgrade material shall be compacted to a relative compaction of 95%. When base or sub-base material, curb, gutter, driveways, or sidewalks are to be placed on subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 90%.

After compaction and trimming, the subgrade shall be firm, hard, and unyielding.

c. Subgrade Tolerances: Subgrade for pavement, sidewalk, curb and gutter, driveways, or other roadway structures shall not vary more than 0.02 foot from the specified grade and cross section. Subgrade for sub-base or base material shall not vary more than 0.04 foot from the specified grade and cross section. Variations within the above specified tolerances shall be compensating so that the average grade and cross section are met.

d. Grading of Areas Not to be Paved: Areas designated as "grade only" on the plans shall be graded to meet the tolerances for base subgrade. The surface shall be constructed to a straight grade from the finish pavement or curb elevations shown on the plans to the elevation of the existing ground at the extremities of the area to be graded.

e. Adjustment of Manhole Frame and Cover Sets to Grade: Unless otherwise provided in the Measurement and Payment Section, the contractor shall adjust all utility manholes, vaults, frames and covers within the area to be graded or paved. Patching required as a result of reconstructing or adjusting all manhole and vault frames and covers shall be the responsibility of the contractor.

The contractor shall exercise the necessary caution to prevent debris from falling into manholes. In the event that debris should fall into a manhole, it shall be immediately removed.

e. Payment: Payment for preparing a sub-grade will be considered as included in the item of Work for which the sub-grade is prepared.

Payment for adjusting manhole frames and covers to grade, where the difference between the existing and final elevation of the top of the frame is less than one foot, will be made on the contract unit price for adjusting each manhole frame and cover.

If a provision for manhole adjustment or reconstruction is not made, payment for such Work will be deemed to be included in other items of Work.

F. Forms

The forms shall be metal or wood, straight and free from warp, and of sufficient strength and section to resist springing during process of depositing concrete against them. If of wood, they shall be of approved section. The forms shall be of the full depth of the pavement, and shall be securely staked, braced and held firmly to the required line and grade. All forms shall be thoroughly cleaned and oiled before concrete is placed against them.

Form Work shall be constructed and braced and shall be removed in accordance with the following:

a. Chamfer Strips: Chamfer strips shall be placed in forms for all exterior corners.

b. Constructing and Bracing Forms: Form Work shall be built to conform to shape, lines, and dimensions of the concrete Work as shown or indicated on the drawings: Forms shall be set to line and grade, and shall be braced, tied and secured so as to withstand placing of the concrete, and to maintain shape and position. Forms shall be tight and substantially assembled to prevent bulging, and to prevent leakage of concrete. Joints in form Work shall be arranged vertically or horizontally. Temporary openings shall be arranged, where required, at the bottoms of wall forms and other necessary locations, to facilitate cleaning and inspection. Lumber used once in forms shall have nails removed and surfaces in contact with concrete Work thoroughly cleaned before re-use. All wall sleeves, inserts, and openings required in concrete Work shall be properly set in form Work. At all pipe connections to concrete structures, provide a formed socket for caulking or a poured-in-place bell at the face of the structure to match pipe.

c. Shores: Shores shall be used as necessary; if adequate foundations for shores cannot be obtained, trussed supports shall be provided. Structural members and other Work subjected to additional loads during construction shall be adequately shored to protect such Work from distortion and/or damage.

d. Removal of Forms: Forms shall not be removed until the member supported thereby has acquired sufficient strength to safely support its own weight and loads imposed on it. Tie rod clamps that are to be entirely removed from walls shall be loosened 24 hours after concrete has been placed. Standard snap ties shall be removed when forms are stripped, with care being taken to avoid damaging concrete surface. Cutting ties back

from the face of the wall will not be permitted. Under normal conditions, the minimum time elapsing before the forms may be stripped shall be governed by the following schedule; however, the use of said schedule shall not relieve the contractor of his responsibility for the safety of the structure.

Slabs and Beams not on Grade	14 days
Columns and Pedestals	7 days
Walls and Vertical Faces not supporting other Work	2 days

Wood forms shall be completely removed from all portions of the Work so that no material will remain for termite infestation.

G. Finishing

The pavement shall be neatly finished, floated and dressed to true and even plane, trowelling of surface being accomplished with wooden floats, and the surface shall be brushed to a true and even, but not a glassy or "slick" surface. All edges (except joints) shall be rounded to a one-half (1/2") inch radius by use of an edger tool. No coarse aggregate shall show on surface.

Transverse contraction joints shall be formed with a tool designed to form a groove one-fourth (1/4”) inch deep in the sidewalk. All joint edges shall be rounded with a one-fourth (1/4") inch edger. Expansion joints shall be of material meeting approval of Engineer, and shall be placed at locations requested by him. Joints shall be spaced at *all* driveway entrances (both sides) with no section more than one hundred (100') feet in length.

Injure pavement, and if so injured, the entire section or sections shall be removed and properly restored. After removal of metal or wooden joints, the opening shall be poured and struck flush with surface using bitumen of crack filler type. Pre-fabricated expansion joint material of an approved type shall be permitted.

H. Protection and curing

All new pavement shall be protected by the contractor for seventy-two (72) hours after finishing by covering the entire surface with wet burlap, canvas or sisal-craft paper, or by sprinkling during hot weather not less than three (3) times daily for three (3) consecutive days, beginning as soon as possible after pavement has been finished. In lieu of above, membrane curing compound may be applied immediately after finishing concrete.

The contractor shall keep pedestrian traffic off new pavement for a period of twenty-four (24) hours, and vehicular traffic off driveways for a period of

three (3) days following the finishing of the pavement, and he shall be required, at his own expense, to remove and replace any Work damaged by his failure to protect the same. He shall erect suitable barriers and provide adequate lighting until the public is permitted to use same.

Concrete freshly placed shall be protected from wash by rain and flowing water. Concrete shall not be allowed to dry out from the time it is placed until the expiration of the specified curing period. Methods of curing, unless otherwise approved by the Engineer, shall be as follows:

a. Wetting Concrete: Concrete shall be kept wet with clean water for a period of 7 days after placing. Each day forms are left in place will suffice for wetting.

b. Leaving Forms in Place: Curing may be accomplished by leaving forms in place for a period of 7 days, and keeping such forms sufficiently wet to prevent opening of joints.

c. Membrane Curing: In lieu of curing methods specified, the contractor, at his option, may use an approved membrane curing compound to seal water in concrete, except for surfaces which are to receive future concrete or mortar. The membrane shall be a pigmented type which will retain 97% of the moisture within concrete at a temperature of 135 □F. and a relative humidity of 3% in the first 24 hours. Curing compound shall be applied in accordance with the supplier's directions.

I. Imperfect or damaged Work

Imperfect or damaged Work or any Work damaged before final acceptance shall be satisfactorily removed and replaced in accordance with requirements of the drawings and specifications. Removal and replacement of concrete Work shall be done in such a manner that the strength of the structure will not be impaired.

J. Cleaning

Upon completion of Work, all forms, equipment, protective covering and rubbish resulting therefrom shall be removed from the premises. Finished concrete surfaces shall be left in a condition satisfactory to the Engineer.

04 MEASUREMENT AND PAYMENT

Payment for construction of concrete curb, curb and gutter, sidewalks, driveway aprons, and wheelchair ramps shall be as listed in Section 01025, Measurement and Payment.

END OF SECTION

SECTION 02830 - CONCRETE SEGMENTAL/INTERLOCKING RETAINING WALL

1 DESCRIPTION

Concrete segmental retaining wall units shall be constructed of approved materials and in accordance with this specification or a substitute specification that is reviewed and approved by the Project Manager.

DEFINITIONS

A. Geosynthetic reinforcement is a material specifically fabricated for use as soil reinforcement.

B. Concrete retaining wall units are as detailed on the drawings and manufacture's literature.

C. Drainage aggregate is a material used around and directly behind the concrete wall units.

D. Backfill is the soil, which is used as fill behind the drainage aggregate and within the reinforced soil mass if applicable.

E. Foundation soil is the soil mass supporting the leveling pad and reinforced zone of the retaining wall system.

2 MATERIALS

A. Retaining Wall Unit: "Anchor Diamond, Anchor Landmark Interlocking Retaining Wall Units," as manufactured by Pavestone Corp., or as manufactured by Versalock, or an approved equal.

   a. Concrete wall units shall meet requirements of ASTM C1372-97, except the maximum water absorption shall be limited to 7.0 percent and unit height dimensions shall not vary more than +/- 1/16 inch from that specified.

   b. Color as selected by Engineer from supplier's standard selections.

   c. Face pattern shall be geometry, beveled, or straight.

   d. Texture shall be smooth or split rock face.

e. The concrete units shall include an integral concrete shear connection, flange/locator.

B. Geosynthetic reinforcement: Polyester fiber geogrid, polyethylene expanded sheet geogrid, or polypropylene woven geotextile for use as soil reinforcement.

C. Base: Material shall consist of drainage aggregate, sand and gravel and/or concrete as shown on the construction drawings. A minimum of 6 inches of compacted base is required.

D. Drainage aggregate: Fill between units shall consist of free-draining, crushed coarse aggregate that meets the gradation requirements of ASTM 448-86; Standard Classification for Sizes of Aggregate for Road and Bridge Construction, designation 57, 67, 6, 7 or 8.

E. Backfill: Materials are suitable non-organic soils at a moisture content which enables compaction to the specified densities. Unsuitable soils are organic soils and those soils with the USCS classification symbol of CH, OH, MH, OL, or PT. CL soils with a Plasticity Index (PI) greater than 25 are also considered unsuitable soils.

F. Drain tile: The drainage collection pipe shall be a perforated or slotted PVC or corrugated HDPE pipe. The pipe may be covered with a geotextile filter fabric to function as a filter.

G. SUBMITTALS

a. Supplier's literature: materials description.

b. Shop drawings: Retaining wall system design, including wall heights, geosynthetic reinforcement layout and drainage provisions. The shop drawings shall be signed by a registered professional Engineer licensed in the State of Georgia.

c. Furnish one (1) samples unit in the color and face pattern specified if requested by the architect/Engineer. If approved, unit may be used in the finished Work.

d. Sample shall be 12 inches square or larger piece of the geosynthetic reinforcement specified.

e. Test reports from an independent laboratory stating moisture absorption and compressive strength properties of the concrete wall

units meet the project specifications when tested in accordance with ASTM C 140-96, Sections 6, 8 and 9.

H. Delivery, Storage And Handling

a. To prevent damage, store above ground on wood pallets or blocking. Remove damaged or otherwise unsuitable material, when so determined, from the site.

b. Faces of the concrete wall units shall be substantially free of chips, cracks and stains.

c. Prevent excessive mud, wet cement, epoxy, and like material, which may affix themselves, from coming in contact with the materials.

I. Extra material must be maintained for replacement of damaged units identical to those installed on the project.

3 CONSTRUCTION

Examine the areas and conditions under which the retaining wall is to be erected and notify the architect or civil Engineer in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected. Promptly notify the wall design Engineer of any site conditions, which may affect wall performance or may require a reevaluation of the wall design. Foundation soil shall be examined by the project geotechnical Engineer to ensure that the actual foundation soil strength meets or exceeds that required on the construction drawings.

A. EXCAVATION: Excavate to the lines and grades shown on the construction drawings. Over-excavation not approved by the owner or duly appointed owner’s representative shall not be paid for, and replacement with compacted fill and/or wall system components will be required at the contractor's expense. Do not disturb base beyond the lines shown. The contractor shall be responsible for the stability of the excavation and its influence on adjacent properties and structures.

B. Foundation Preparation: Foundation soil shall be excavated as required for footing or base dimension shown on the construction drawings, or as directed by the Engineer. Soil not meeting the required strength shall be removed, sufficiently oversized from the front of the block and the back of the reinforcement and back-filled with suitable

material. Over-excavated areas shall be filled with suitable compacted backfill.

C. BASE COURSE PREPARATION

a. Base materials shall be placed as shown on the construction drawings with a minimum thickness of 6 inches.
b. Base materials shall be installed upon undisturbed soils or foundation soils prepared in accordance with Section 3.03.
c. Material shall be compacted so as to provide a level, hard surface on which to place the first course of units.
d. Base materials shall be prepared to ensure complete contact of retaining wall unit. Gaps shall not be allowed.
e. Base materials shall be to the depths and widths shown on the plans. Reduce the depth of sand and gravel and replace with a 1" to 2" concrete topping. Concrete shall be lean, unreinforced and a maximum of two inches thick. Where a reinforced footing is required, place below the frost line.

D. ERECTION

a. First course of concrete wall units shall be placed on the prepared base material. Units shall be checked for level and alignment. The top of all units in base course shall be at the same elevation.
b. Ensure that concrete wall units are in full contact with base.
c. Concrete wall units shall be placed side by side for full length of wall alignment. Alignment may be done, by using a string line or offset of wall line.
d. Fill all voids between and within concrete wall units with drainage aggregate.
e. A minimum of 12 inches of drainage aggregate shall be placed behind the concrete wall units.
f. Drain tile shall be installed at the lowest elevation possible to maintain gravity flow of water to outside of the reinforced zone. The drainage collection pipe shall be day-lighted to an appropriate location away from the wall system at each low point or at 50-foot intervals along the wall.
g. Remove all excess fill from top of units and install next course. Ensure drainage aggregate and backfill are compacted before installation of next course.
h. Install each succeeding course. Backfill as each course is completed. Pull the units forward until the locating surface of the unit contacts the locating surface of the units in the preceding course. Pull the units forward as far as possible.

i. Install geosynthetic reinforcement in accordance with geosynthetic supplier's recommendations and the design drawings.

E. BACKFILL PLACEMENT

a. Reinforced backfill shall be placed, spread and compacted in a manner that will minimize slack in the reinforcement.
b. Fill in the reinforced zone shall be placed and compacted in lifts not to exceed 6 to 8 inches in loose thickness where hand operated compaction equipment is used and not exceeding 12 inches loose thickness where heavy, self-propelled compaction equipment is used.
c. All fill placed in the reinforced zone must be compacted to a minimum of 95 percent of the soil's standard Proctor density (ASTM D 698-91) or as recommended by the project geotechnical Engineer.
d. Only lightweight hand-operated equipment shall be allowed within 4 feet of the back of the retaining wall units, or one-half of the wall height, whichever is greater.

F. CAP UNIT INSTALLATION (If Applicable)

a. Apply construction adhesive to the top surface of the unit below and place the cap unit into desired position.
b. Cap units may need to be cut to obtain the proper fit.
c. Backfill and compact to finish grade.

G. ADJUSTING AND CLEANING

a. Damaged units should be replaced with new units during construction.
b. Contractor shall remove debris caused by this construction and leave adjacent paved areas broom clean.

4 QUALITY CONTROL

A. The wall installation contractor is responsible for quality control of installation of all materials. The contractor should enlist the assistance of a qualified independent third party to verify the correct installation of all materials according to these specifications and the construction drawings.

B. The owner, at his own expense, should retain a qualified professional to perform random quality assurance checks of the contractor's Work.

C. Work found to be deficient according to these specifications or the construction drawings must be corrected at the contractor's expense.

D. The retaining wall will not be considered complete until accepted by the Engineer or duly appointed owner's representative.

5 REFERENCES

A. American Society of Testing and Materials

a. ASTM C1372-99a; Standard Specification for Segmental Retaining Wall Units
b. ASTM C 1262-98; Standard Test Method for Evaluating the Freeze-Thaw Durability of Manufactured Concrete Masonry Units and Related Concrete Units
c. ASTM C698-91; Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb Rammer and 12-in. Drop, (Standard Proctor)
d. ASTM D1557-91; Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb Rammer and 18-in. Drop, (Modified Proctor)
e. ASTM D448-86; Standard Classification for Sizes of Aggregate for Road and Bridge Construction
f. ASTM C 140-99b; Standard Test Methods of Sampling and Testing Concrete Masonry Units
g. ASTM D 2922-96; Standard Test Method for Density of Soil and Soil-Aggregate In Place by Nuclear Methods (Shallow Depth)
h. ASTM D 1556-90; Standard Test Method for Density of Soil In Place by the Sand Cone Method
i. ASTM D 2488-93; Standard Practice for Description and Identification of Soils, Visual-Manual Procedure (USCS; Unified Soil Classification System)

END OF SECTION

SECTION 03000 – PORTLAND CEMENT PERVIOUS CONCRETE PAVEMENT

PART 1 GENERAL

1.1 Scope of Work:

A. The Work to be completed under this contract includes the furnishing of all labor, materials and equipment necessary for construction of Pervious Concrete Pavement for streets, parking & pedestrian areas in conformance with the plans and specifications.

1.2 References:

A. American Concrete Institute

1. ACI 305 "Hot Weather Concreting"
2. ACI 522 "Pervious Concrete Committee Recommendations" (when available)

B. American Society for Testing and Materials

1. ASTM C29 "Test for Unit Weight and Voids in Aggregate"
2. ASTM C33 "Specification for Concrete Aggregates"
3. ASTM C42 "Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete."
4. ASTM C117 "Test Method for Material Finer than 75 microns (No. 200) Sieve in Mineral Aggregates by Washing."
5. ASTM C138 "Test Method for Unit Weight, Yield and Air Content (Gravimetric) of Concrete."
6. ASTM C140 "Test Method for Concrete Masonry Units
7. ASTM C150 "Specifications for Portland Cement"
8. ASTM C172 "Practice for Sampling Fresh Concrete"
9. ASTM C260 "Specification for Air-Entraining Admixtures for Concrete"
10. ASTM C494 "Specification for Chemical Admixtures for Concrete"

11. ASTM C595 “Specification for Blended Hydraulic Cements” (Types IP or IS only)
12. ASTM C618 “Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.”
13. ASTM C989 “Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.”
14. ASTM C1077 “Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and criteria for Laboratory Evaluation.”
15. ASTM D1557 “Tests for Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 10 Pound Rammer and 18-inch Drop.”
16. ASTM E329 “Standard Recommended Practice for Inspection and testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction.”

1.3 Quality Assurance:

A. Prospective contractors shall attend a mandatory pre-bid meeting where the Pervious Concrete Pavement project scope and process will be defined by industry representatives deemed qualified by the owner.

B. Prior to award the contractor shall submit evidence of two successful Pervious Concrete Pavement projects including but not limited to the following:

1. Project name and address, owner name and contact information
2. Test results including unit weight, void content and thickness

This requirement may be waived by the owner provided the contractor can demonstrate successful experience in the concrete industry and provides a test panel for inspection and testing.

C. ACI Certified Concrete FlatWork Finishers are recommended.

1.4 Special Equipment: Pervious concrete requires specific equipment for compaction and

jointing. The pavement shall be compacted using one of two methods.

A. Rolling compaction shall be achieved using a minimum 10-inch diameter steel pipe that spans the width of the section placed and exerts a vertical pressure of at least 10 psi on the concrete.

B. Plate compaction shall be achieved using a standard soil plate compactor that has a base area of at least two square feet and exerts a minimum of 10 psi vertical pressure on the pavement surface.

C. If joints are specified, they may either constructed by rolling or sawing. Rolled joints shall be formed using a "salt roller" to which a beveled fin has been welded around the circumference. Sawed joints shall be constructed as soon as the pervious pavement can be sawed without raveling the sawed edge and before initial cracking occurs using either a dry-cut or wet saw. At no time during the sawing process shall more pavement surface be exposed than that needed for sawing.

1.5 Submittals: Prior to commencement of the Work the contractor shall submit the following:

A. Concrete materials:

1. Proposed concrete mixture proportions including all material weights, volumes, unit weight, water cement ratio, aggregate cement ratio and void content.
2. Aggregate type, source and gradation data.
3. Cement, fly ash and admixture manufacturer certifications

B. Qualifications: Evidence of qualifications listed under Quality Assurance.

C. Project details: Specific plans, details, schedule, construction procedures and quality control plan.

D. Subcontractors: List all materials suppliers and subcontractors to be used on the project.

1.6 Test Panels: Prior to construction, a test panel shall be placed to the satisfaction of the owner unless this requirement is waived based on contractor qualifications.

A. Each test panel shall be a minimum of 225 sq. ft and shall be placed, jointed and cured using materials, equipment, and personnel proposed for the project.

B. Test panel cost and removal, if necessary, shall be included as a line item in the contract proposal and contract.

C. Quality: Test panels shall have acceptable surface finish, joint details and porosity and shall comply with the testing and acceptance standards listed in the Quality Control section of this specification.

D. If test panels placed at the site are found to be deficient in thickness, unit weight or percentage of voids, or of an unacceptable appearance, they shall be removed at the contractor's expense and taken to an approved landfill or recycling facility. If test panels are found to be satisfactory, they may be left in-place and included in the completed Work.

PART 2 MATERIALS

2.1 Cement: Portland cement Type II or V conforming to ASTM C150 or Portland cement Type IP or IS conforming to ASTM C595.

2.2 Supplementary Cementitious Materials:

A. Fly ash conforming to ASTM C618 may be used in amounts not to exceed 25% of total cementitious material.

B. Ground Iron Blast-Furnace Slag conforming to ASTM C989 may be used in amounts not to exceed 50% by weight of total cementitious material.

2.3 Chemical Admixtures:

A. Air entraining agents shall comply with ASTM C260.

B. Water Reducing Admixtures shall comply with ASTM C494

C. Hydration stabilizer shall meet the requirements of ASTM C494. Hydration stabilizers are recommended to increase concrete placement time to 90 minutes and improve placement and finishing operations.

2.4 Aggregates:

A. Use a maximum 3/8" coarse aggregate that meets ASTM C33 Size 8 (3/8" to No. 16). Fine aggregate meeting ASTM C33, if used, shall not exceed 3 cu. ft. If other

aggregate sizes are proposed, testing to assure unit weight, void content and Workability must be submitted for approval.

B. Larger aggregate sizes may increase porosity but can decrease Workability. Avoid well graded aggregates as they may reduce porosity, and may not meet void specifications.

C. Where available, natural rounded aggregates are recommended.

2.5 Water: Potable water shall comply with local water standards.

2.6 Mixture Proportions:

A. Cementitious Content: For vehicle pavements, total cementitious content not less than 630 lbs/cy. For pedestrian pavements, total Cementious not less than 600 lbs/cy.

B. Supplementary cementitious content: Fly ash: 25% maximum. Slag: 50% maximum

C. Water / Cementitious Ratio: For vehicle pavements: 0.30 For pedestrian pavements: 0.35

D. Aggregate Content: The volume of aggregate per cubic yard shall be equal to 27 cubic foot when calculated as a function of the unit weight determined in accordance with ASTM C29 jigging procedure.

E. Admixtures: Admixture shall be used in accordance with the manufacturer's instructions and recommendations.

F. Mix Water: Mix water quantity shall be such that the cement paste displays a wet metallic sheen without causing the paste to flow from the aggregate. Mix water yielding a cement paste with a dull-dry appearance has insufficient water for hydration. Insufficient water results in inconsistency in the mix and poor bond strength between aggregate particles. High water content results in the paste reducing or eliminating the void system required for porosity.

PART 3 EXECUTION

3.1 Subgrade:

A. Material: The top 6 inches shall be composed of granular or gravelly soil that is predominantly sandy with no more than a moderate amount of silt or clay.

Granular sub-base may be placed over the subgrade.

B. Permeability: Subgrade should have a minimum permeability of 0.5 inch per hour. One suggested test for subgrade permeability is the double ring infiltrometer as per ASTM D……..

C. Compaction: Compact sub-grade to at least 90% Standard Proctor Density per ASTM D 698. Compaction to 95% as per ASTM D 1557 may be necessary for areas subject to vehicular traffic.

D. Fill: If fill material is required to bring the subgrade to final elevation, it shall be clean and free of deleterious materials. It shall be placed in 6-inch maximum layers, and compacted by a mechanical vibratory compactor to a minimum density of 95% as established by ASTM D1557.

E. Moisture: The subgrade moisture content shall be 1% - 3% above optimum as determined by ASTM D1557.

F. Inspect subgrade preparation, elevations, and conduct density tests for conformance to specifications.

3.2 FormWork:

A. Forms may be of wood or steel and shall be the depth of the pavement. Forms shall be of sufficient strength and stability to support mechanical equipment without deformation of plan profiles following spreading, strike-off and compaction operations. Forms may have a removable spacer of ½” to ¾” thickness placed above the depth of pavement. The spacers are removed following placement and vibratory strike-off to allow roller compaction.

3.3 Mixing and Hauling:

A. Mixing: Truck mixers shall be operated at the speed designated as mixing speed by the manufacturer for 75 – 100 revolutions.

B. Transportation: The Pervious concrete mixture may be transported or mixed on site and shall be used within one (1) hour of the introduction of mix water to the

cement unless a hydration stabilizer is utilized in the concrete mixture. Times may be extended to 90 minutes using a hydration stabilizer.

C. Discharge: Each truckload will be inspected for consistency of concrete mixture as per the description listed under Water Content in the Materials section of this specification. Water may be added to obtain the required mix consistency. A minimum of 30 revolutions at the manufacturer's designated mixing speed shall be required following the addition of any water to the mix. Discharge shall be a continuous operation and shall be completed as quickly as possible. Concrete shall be deposited as close to its final position as practical and such that fresh concrete enters the mass of previously placed concrete.

3.4 Placing and Finishing:

A. The Contractor shall provide either slip form or vibratory form riding equipment to place the concrete unless otherwise approved by the Owner or Engineer in writing. No internal vibration shall be allowed. Normal placement procedures involve utilizing a mechanical vibratory screed to strike off the concrete ½" to 3/4" above final height, utilizing the form spacers described in FormWork.

B. Workers shall avoid stepping on the plastic concrete immediately after its placement. Foot pressure can compress and force cement paste into the voids at the bottom of the slab, forming resistance to the percolation through the slab. Apparent defects in the surface shall be carefully remedied by placing fresh concrete into any depressions and compacting with a hand tamper.

C. Following strike-off, remove spacers and compact the concrete to the form level, utilizing either a steel roller or a plate compactor or other method approved by the Owner. This compaction secures the surface materials assuring pavement durability. Care shall be taken during compaction that sufficient compactive force is achieved without Working the concrete surface enough to seal off the surface porosity.

D. Hand tampers shall be used to compact the concrete along the slab edges immediately adjacent to the forms. After compacting and defect inspection and

repair, no further finishing shall be performed on the concrete. Surface shall be immediately cured.

E. The pervious concrete pavement shall be compacted to the required cross-section and shall not deviate more than +/- 3/8 inch in 10 feet from profile grade.

3.5 Curing:

A. Curing procedures shall begin no longer than 20 minutes after final placement operations. The pavement surface shall be covered with a minimum of six (6) mil thick polyethylene sheet or other approved covering material. The cover shall overlap all exposed edges and shall be secured to prevent dislocation due to winds or adjacent traffic conditions. For additional guidance on hot weather concreting, see ACI 305.

B. The low water/cement ratio and high amount of exposed surface of pervious concrete makes it especially susceptible to drying out. Keep the surface moist using a spray applied curing compound and/or evaporation retarder immediately after screeding.

C. The curing cover shall remain securely in place for seven days minimum. No auto traffic shall be allowed on the pavement until curing is complete and no truck traffic shall be allowed for 14 days.

3.6 Jointing

A. Pervious pavement will generate cracking similar to conventional concrete pavements. Due to the porous surface of pervious concrete, cracking is not as readily noticeable as with an impervious concrete. For this reason jointing is considered optional.

B. Control (contraction) joints shall be installed at regular intervals not to exceed 40 feet, or two times the width of the placement. The control joints shall be installed at ¼ the depth (to a maximum depth of 1½”) of the thickness of the pavement. These joints can be installed in the plastic concrete or saw cut.

C. Jointing plastic concrete: Joints installed in the plastic concrete are generally rolled in utilizing a small roller with a beveled flange welded to the circumference. This type of jointing is done immediately after roller compaction and prior to curing.

D. Jointing hardened concrete: Joints may be saw-cut using an early entry saw. Saw- cuts shall be made as soon as the pavement has hardened sufficiently to prevent raveling and uncontrolled cracking. Early entry sawing occurs later with pervious concrete than with conventional concrete. For either method, the curing cover shall be removed and the surface kept misted to prevent moisture loss. After sawing the curing cover shall be securely replaced for the remainder of the curing cycle.

E. Transverse construction joints: Transverse construction joints shall be installed whenever placing is suspended for 30 minutes or whenever concrete is no longer Workable. Isolation joints: Isolation joints shall used when abutting fixed vertical structures such i.e. light pole bases, building foundations, etc.

3.7 Quality Control:

A. The testing laboratory shall conform to the requirements of ASTM E329 and ASTM C1077. All personnel engage in testing shall be certified by the American Concrete Institute as ACI Concrete Field Technicians and be able to present their wallet cards upon request.

B. Traditional portland cement pavement testing procedures based on strength and slump control are not applicable to this type of pavement material. Concrete tests shall be performed for each 150 cubic yards or fraction thereof with a minimum of one test for each day's placement.

C. Plastic concrete shall be sampled in accordance with ASTM C 172 and tested for unit weight in accordance with ASTM C 29 using the jigging procedure for compaction. The unit weight of the delivered concrete shall be +/- 5 pcf of the design unit weight.

D. Plastic void content shall be calculated as per ASTM C138, Gravimetric Air Determination and compared to the void percentage used in Hydraulic

design. Void content shall normally be between 15% and 25%.

E. Hardened concrete shall be tested at a rate of one set of three cores per 150 cy of concrete placed on one day or fraction thereof. The cores shall be drilled in accordance with ASTM C 42. The cores when measured for length shall not be less than the specified design thickness.

F. The cores shall be tested for saturated unit weight using ASTM C42 and void content using ASTM C140. Measured unit weight shall be +/- 5 pcf of the design unit weight. Measured void content shall not be less than the void content used in the hydraulic design.

3.8 Basis of Payment

A. Pervious concrete pavement shall be paid for based on the square yard (foot) of in- place product including materials and labor. Payment shall be reduced for the following deficiencies:

Deficiency	Measurement	Payment Reduction
Thickness	- ½" to – 1"	25%
Thickness	Greater than – 1"	remove and replace
Void Content	Less than 15%	25%

END OF SECTION

SECTION 04000 – RUBBERIZED SIDEWALK PANELS

1 DESCRIPTION

The contractor shall provide all materials, equipment, and labor for the installation of rubberized sidewalk panels in areas where tree roots might be negatively impacted by normal concrete sidewalk installation. The panels will only be installed in the immediate root impact area for a length that is sufficiently outside any impacted roots or as directed by the Project Manager.

2 AREAS OF USE

A. Damaged sidewalks where aggressive tree roots have buckled or heaved existing sidewalk making an unsafe, uneven surface.

B. Temporary sidewalks such as in construction areas

3 MATERIALS

Materials shall consist of crumbled recycled vehicular tires, polyurethane binder, and colorant which is heat molded under compression to form panels typically 2' x 2' x 1.875" thick, as manufactured by Rubbsidewalks, Inc. or approved equalivalent. Panels should have acrumb rubber molded surface with a coefficient of friction of 0.90 dry, and 0.65 wet.

4 INSTALLATION

Rubber sidewalk panels will be placed on top of a level comapcted surface of four (4) inches of crushed angular rock (no fines). ¾ -minus crushed angular rock for base material with at least ½" of crushed angular aggregate to create leveling layer. A geotextile fabric may be used. Subbase shall be compacted to 90% modified proctor density. Interconnect panels with self gripping fiberglass seam dowels. Dowell end sections into existing concrete. Install paver edges and spike restraints. Follow manufacuter's installation recommendations.

5 BASIS OF PAYMENT

Payment for Work under this item will be made at the contract unit price per square foot. The price for this item shall be full compensation for base preparation, installation to grade of sidewalk panels, and backfield of any adjacent material.

END OF SECTION

SECTION 05000 – REMOVAL OF SIDEWALK VERTICAL MISALIGNMENTS

1 DESCRIPTION

The contractor shall provide all materials, equipment, and labor for the removal of vertical misalignments of adjacent sidewalk panels via a horizontal cutting method. Concrete grinding will not be acceptable. The final slope of impacted sidewalk panels shall not exceed ADA slope requirements of 1:12. Maximum misalignments cannot exceed 2 inches, and must be removed to a final height differential of 0 inches between adjacent panels. The final surface must be slip resistant, and all debris must be cleaned from the site.

2 AREAS OF USE

Use only on standard concrete sidewalk panels. Imprint surfaces, brick, hexagonal pavers, or areas where a maintenance agreement exists with the abutting property owner will not be appropriate areas of use.

3 BASIS OF PAYMENT

Payment for Work under this item will be made at the contract unit price per inch-foot. The price for this item shall be full compensation for Work accomplished under this pay item including cleanup and final debris removal.

END OF SECTION

EXHIBIT D

ADDITIONAL CONTRACT DOCUMENTS

STATEMENT OF BIDDER'S QUALIFICATIONS

- **EXPERIENCE STATEMENT (prime contractor)**
- **LOWER-TIER EXPERIENCE STATEMENT**
- **WORK IN PROGRESS**
- **SAFETY AND HEALTH HISTORY FORM**
- **KEY PERSONNEL**
- **GEORGIA UTILITY CONTRACTOR'S LICENSE FORM**

BIDDER'S QUALIFICATIONS - EXPERIENCE STATEMENT (Prime Contractor)

The Bidder submits the following statement as to its experience qualifications. In the case of a joint venture or LLC, separate forms will be submitted for previous experience of the joint venture and the experience of each [arty of the joint venture or LLC.

COMPANY NAME: _____ PHONE: _____
CONTACT: _____ E-MAIL: _____

ADDRESS:

1. This company has been engaged in the contracting business under its present business name for _____ years.
2. Experience in work of a nature similar in type and magnitude to that set forth in the RFP extends over a period of _____ years.
3. Awarded contracts have been satisfactorily completed, except as follows (Name any and all exceptions and reasons therefore, attaching additional pages if necessary):

Exceptions	Reasons
a.	
b.	
c.	

4. The following contracts, covering work similar in type and magnitude to that set forth in the RFP, have been satisfactorily completed within the last two (2) years or are now in progress for the following OWNERS or prime contractors.
5. Column completion notes:

   a. Work Description: Describe work scope and then indicate if prime or subcontract.
   b. Start/Stop: Provide starting date and actual/forecast completion by mo/yr, e.g. Jan 93/Sep94.
   c. Schedule and Budget: State either "over", "on", or "under" the contract schedule and budget.

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

BIDDER'S QUALIFICATIONS - LOWER-TIER EXPERIENCE STATEMENT

This statement of experience qualifications is submitted for the following lower-tier subcontractor:

COMPANY NAME: _____ PHONE: _____
CONTACT: _____ E-MAIL: _____

ADDRESS:

1. This company has been engaged in the contracting business under its present business name for _____ years.
2. Experience in work of a nature similar in type and magnitude to that set forth in the RFP extends over a period of _____ years.
3. Awarded contracts have been satisfactorily completed, except as follows (Name any and all exceptions and reasons therefore, attaching additional pages if necessary):

Exceptions	Reasons
a.	
b.	
c.	

4. The following contracts, covering work similar in type and magnitude to that set forth in the RFP, have been satisfactorily completed within the last two (2) years or are now in progress for the following OWNERS or prime contractors.
5. Column completion notes:

   a. Work Description: Describe work scope and then indicate if prime or subcontract.
   b. Start/Stop: Provide starting date and actual/forecast completion by mo/yr, e.g. Jan 93/Sep94.
   c. Schedule and Budget: State either "over", "on", or "under" the contract schedule and budget.

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

LOWER-TIER EXPERIENCE STATEMENT (continued)

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

BIDDER'S QUALIFICATIONS - WORK IN PROGRESS

The following contracts are currently in progress or in bid stage for the following OWNERS or Prime Contractors:

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop

NOTES:

Work Description: Describe work scope and then indicate if project stage.

Start/Stop: Provide schedule starting date and completion by mo/yr, e.g. Jan2004/Sep2007.

BIDDER'S QUALIFICATIONS - WORK IN PROGRESS

The following contracts are currently in progress or in bid stage for the following OWNERS or Prime Contractors:

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop

NOTES:

Work Description: Describe work scope and then indicate if project stage.

Start/Stop: Provide schedule starting date and completion by mo/yr, e.g. Jan2004/Sep2007.

BIDDER'S QUALIFICATIONS - SAFETY AND HEALTH HISTORY FORM

1. EXPERIENCE MODIFICATION RATE

1A. List your firm's Interstate Experience Modification Rate (EMR) for the three (3) most recent years and total hours worked.

	20_____	20_____	20_____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

1B. If the state where the jobsite is located has an EMR rating system, provide the state EMR for the three (3) most recent years and total hours worked.

	20_____	20_____	20_____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

2. SAFETY PERFORMANCE

2A. List safety performance incident rates for the three (3) most recent years:

	20_____	20_____	20_____
a. OSHA Recordable Incident Rate	_____	_____	_____
b. Lost Workday Case Incident Rate	_____	_____	_____

2B. Use your OSHA No. 200 Log to fill in the three (3) most recent years:

	20_____	20_____	20_____
a. Number of first aid cases	_____	_____	_____
b. Number of lost workday cases.	_____	_____	_____
c. Number of restricted workday cases.	_____	_____	_____
d. Number of cases with medical attention only.	_____	_____	_____
e. Number of fatalities.	_____	_____	_____

3. Check your type of work:

__ Non-Residential Building
__ Heavy (Non-Highway) Construction
__ Mechanical
__ Electrical
__ Other (State Type): _____

__ Earthwork
__ Concrete
__ Architectural

SAFETY AND HEALTH HISTORY (Continued)

4. Are accident reports (OSHA 200) and report summaries sent to the following and how often?

	No	Yes	Monthly	Quarterly	Annually
a. Project Superintendent/Site Mgr.	___	___	___	___	___
b. Vice President/Mgr. of Construction	___	___	___	___	___
c. Safety Director	___	___	___	___	___
d. President of Firm	___	___	___	___	___

5. Do you hold site safety meetings for field employees both Manual and Non-Manual?
Yes ___ No ___

How Often?
Weekly ___ Bi-Weekly ___ Monthly ___ Less Often, As Needed ___

6. Do you conduct project safety inspections?
Yes ___ No ___

If yes, who conducts this inspection?

TITLE	HOW OFTEN?

7. How are accident records and accident summaries kept? How often are they reported?

	No	Yes	Monthly	Annually
a. Accidents totaled for the entire company	___	___	___	___
b. Accidents totaled by project	___	___	___	___
(1) Subtotaled by superintendent	___	___	___	___
(2) Subtotaled by foreman	___	___	___	___

8. How are the costs of individual accidents kept? How often are they reported?

	No	Yes	Monthly	Annually
a. Costs totaled for the entire company	___	___	___	___
b. Costs totaled by project	___	___	___	___
(1) Subtotaled by superintendent	___	___	___	___
(2) Subtotaled by foreman ___	___	___	___	___

SAFETY AND HEALTH HISTORY (Continued)

9. List key Safety and Health personnel planned for this project. Please list name, expected position and safety performance on their last three projects (OSHA Recordable and Lost Workday Case Incident (LWCI) rates). When a project has not been specified, list key company personnel.

NAME	POSITION	PROJECT	OSHA	LWCI

10. Do you have a written safety program?

Yes ___ No ___

If yes, submit a copy for evaluation.

11. Do you have an orientation program for new hires?

Yes ___ No ___

If yes submit a copy for evaluation. Does it include instruction on the following?

	Yes	No		Yes	No
a. Head protection	___	___	i. Fire protection	___	___
b. Eye protection	___	___	j. First aid facilities	___	___
c. Hearing Protection	___	___	k. Emergency procedures	___	___
d. Respiratory protection	___	___	l. Toxic substances	___	___
e. Safety belts and lifeline	___	___	m. Trenching and excavation	___	___
f. Scaffolding	___	___	n. Signs, barricades, flagging	___	___
g. Perimeter guarding	___	___	o. Electrical safety	___	___
h. Housekeeping	___	___	p. Rigging and crane safety	___	___
			q. Road Safety (Driving)	___	___

SAFETY AND HEALTH HISTORY (Continued)

12. Do you have a program for newly hired or promoted foremen?

Yes ___ No ___

If yes submit a copy for evaluation. Does it include the following?

	Yes	No		Yes	No
a. Safe work practices	___	___	e. First aid procedures	___	___
b. Safety supervision	___	___	f. Accident investigation	___	___
c. Toolbox meetings	___	___	g. Fire protection and prevention	___	___
d. Emergency procedures	___	___	h. New worker orientation	___	___

13. Do you hold craft "toolbox" safety meetings?

Yes ___ No ___

How Often?

Weekly ___ Bi-Weekly ___ Monthly ___ Less Often, As Needed ___

14. Do you have a written Hazard Communication program?

Yes ___ No ___

If yes, how is it implemented on each project?

15. Do you have/require Material Safety Data Sheets (M.S.D.'s) for material/chemicals/equipment?

Yes ___ No ___

If yes, explain field procedure for informing craft workers about potential hazards:

SAFETY AND HEALTH HISTORY (Continued)

16. List three (3) client references that could verify the quality and management commitment of your safety program.

	Name	Address	Phone No.
a.	_____	_____ _____	_____
b.	_____	_____ _____	_____
c.	_____	_____ _____	_____

BIDDER'S QUALIFICATIONS – KEY PERSONNEL

Bidder must provide resumes for the key personnel/positions identified below.
Submission of these names constitutes a commitment to use these individuals if the Bidder is selected, and changes may be made only with the prior written consent of the City.

---

1) **Construction Manager / Superintendent / Owner**

Essential Duties and Responsibilities:

- Has overall responsibility for the successful completion of work performed under the contract in compliance with the contract, required timeline(s) and City of Atlanta standard details and applicable laws;
- Reads, understands, interprets, and enforces safety policies and practices as well as plans, specifications, shop drawings and local building codes;
- Schedules and documents all required inspections, quality testing, or other compliance requirements;
- Complies with and documents environmental permits and inspections;
- Supervises the completion of daily reports (such as units complete, safety reports, EEO meetings and weekly unit cost worksheets) and ensures the generation of two-week construction schedules on a weekly basis;
- Confers with personnel to resolve complaints and grievances within work force; and
- Attends monthly Superintendent meetings.

Minimum Qualifications:

- Educational and experience includes: Four years engineering degree or equivalent combinations of technical training and/or related experience;
- Minimum of 10 years of Construction Management experience in a civil engineering construction environment demonstrating a record of successful completion of projects on time and on budget; and
- Experience in sidewalk /roadway construction programs of at least $4 Million.

2) **Safety Manager**

Essential Duties and Responsibilities:

- Develops monitors and coordinates Safety Plan and continuous safety training program.

Minimum Qualifications:

- 10+ years of related construction industry related experience; or
- 5 years' experience if possessing a Certified Safety Professional (CSP) Certification or Safety and Health degree; and
- Average of 24 hours of formal safety training each year for the past four years.

GEORGIA UTILITY CONTRACTOR'S

LICENSE CERTIFICATION

NOTE: The Utility Contractor's License Number is also required on the Bid Envelope.

Contractor's Name: _____

Utility Contractor's License Number: _____

Expiration Date of License: _____

FC Number and Project Name: FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure

APPENDIX A

REQUIREMENTS OF THE OFFICE OF CONTRACT COMPLIANCE

CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF
CONTRACT COMPLIANCE
Larry Scott
Director
Lscott@atlantaga.gov

October 14, 2015

RE: Project No.: FC 8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons and Associated Infrastructure

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA

EQUAL BUSINESS OPPORTUNITY
EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.

3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the

reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Michael Sterling
Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001

Joint Venture Participation on City of Atlanta EBO Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

Equal Business Opportunity M/FBE Goals for this Project

Project No.: FC 8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons and Associated Infrastructure

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the **Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons and Associated Infrastructure** project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

17.5% AABE and 13% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.

2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.

3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.

4. Subcontractor Contact Form. It is required that bidders list and submit information on **all subcontractors** they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.

5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

7. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: https://pro.prismcompliance.com/default.aspx. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!". Once there, you may search by industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms". Click OCC's quarterly list to access the current directory of certified firms."

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

_____

Signature of Attesting Party

_____

Title of Attesting Party

On this _____ day of _____, 20___, before me appeared _____, the person who signed the above covenant in my presence.

_____

Notary Public

Seal

FORM EBO-1

CONTRACTOR CONTACT FORM

List all potential joint venture partners, protégés, subcontractors or suppliers (regardless of ethnicity/gender) that were contacted regarding this project.

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City of Atlanta Supplier Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City ofAtlanta Supplier Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) American Business Enterprise

Proponent Name: _____ **Project Name:** _____ **FC#:** _____

Signature: _____ **Date:** _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar ($) Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE%_____
Total FBE% _____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: _____ **Date:** _____ **FC#:** _____

Proponent's Contact Number:_____ **Project Name:**_____

Signature: _____ _____

Form EBO-3

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone Number: _____

FORM 4

First Source Jobs Agreement

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This_____ day of_____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

_____

Contractor

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-8250, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured**.** In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

i) Best's Rating not less than A-,
ii) Best's Financial Size Category not less than Class VII, and

iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the

Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**
Employer's Liability:
Bodily Injury by Accident/Disease **$1,000,000 each accident**
Bodily Injury by Accident/Disease **$1,000,000 each employee**
Bodily Injury by Accident/Disease **$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **$1,000,000 per occurrence subject to a $2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant’s personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

F. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

G. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100% annual value of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

Dr

Payment Bond

"City" City of Atlanta

"Project" **Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure**
"FC No." **FC-8250**

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

_____

_____

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

"Surety:" (Name and Business Address) _____

_____

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

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20___, regarding performance of Work relative to the Project.

"Penal Sum:" _____ Dollars ($_____).

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

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

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

PRINCIPAL:_____

DRAFT

_____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer

DRAFT

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

DR

Performance Bond

"City" City of Atlanta

"Project" **Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure**
"FC No." **FC-8250**

"Principal" (Legal Name and Business Address) _____

_____

_____

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

"Surety:" (Name and Business Address) _____

_____

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

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20___, regarding performance of Work relative to the Project.

"Penal Sum:" _____.

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

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

DRAFT

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

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

PRINCIPAL:_____

_____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer

DRAFT

APPENDIX C

LOCAL BIDDER PREFERENCE PROGRAM

APPENDIX C; Local Bidder Preference Program

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APPENDIX C; Local Bidder Preference Program

STATEMENT OF POLICY

The City of Atlanta (the "**City**") has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the City and its residents to give preference on Local Projects to those Contractors who have direct physical and economic relationships with the City.

APPENDIX C; Local Bidder Preference Program

CERTIFICATION AS A LOCAL BIDDER

In order to be certified as a Local Bidder, a Contractor must submit a completed application to the Department of Procurement ("**DOP**"), and the applicant must be approved by the DOP.

A Contractor must submit a completed and signed application to become a Local Bidder before it will be allowed to receive a bid preference on a Local Project. In order to be approved as a Local Bidder and receive a bid preference on a Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the DOP **no later than thirty (30) calendar days prior to the date the bids are received** on such Local Project. A Contractor who fails to submit an application for approval as a Local Bidder within thirty (30) calendar days prior to the date bids are received on an Local Project, and who otherwise meets the requirements for approval as a Local Bidder, shall be approved as a Local Bidder and receive a bid preference on such future Local Projects for which the date bids are received is at least thirty (30) calendar days after the date such application is received.

APPENDIX C; Local Bidder Preference Program

CRITERIA TO BE CERTIFIED AS A LOCAL BIDDER

To be certified as a Local Bidder, the Contractor **must** satisfy two (2) of the following criteria:

1. Verify that the Contractor's principal place of business is located in the City or that the Contractor has held a valid City business license for at least one (1) year prior to the date of the application.

2. Verify that a majority of the full time employees, chief officers, and managers of the Contractor have regularly conducted work and business in the City for at least one (1) year prior to the date of application.

3. Verify that a majority of the employees based at the Contractor's location(s) in the City have been residents of the City for at least one (1) year prior to the date of application.

4. Provide references or other means of verification acceptable to the DOP that the services the Contractor offers to the City have been provided by the Contractor in the City for at least one (1) year prior to the date of application. If the applicant is a Joint Venture or Mentor-Protégé team, each participant in the Joint Venture or Mentor-Protégé team must be approved independently as a Local Bidder in order for the Joint Venture or Mentor-Protégé team to receive the bid preference on Local Projects.

The application **must be typed, signed in blue ink** and provides instructions for required supporting documentation that Contractor must submit with the application for the criteria listed above.

APPENDIX C; Local Bidder Preference Program

TERM OF CERTIFICATION

The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. A Contractor must submit a new application for certification as a Local Bidder to the DOP and establish that it continues to meet the requirements contained in § 2-1188.1(d) in order to receive the bid preference on Local Projects.

Contractors certified as Local Bidders shall be under a continuing duty to immediately inform the DOP in writing of any changes in the Contractor's business if, as a result of such changes, the Contractor no longer satisfies the requirements contained in § 2-1188.1(d).

REQUIRED SUBMITALS WHEN PROJECT IS DESIGNATED AS LOCAL BIDDER PREFERENCE

Where bidders desire to receive a bid preference on this project, responses must include a copy of the City-issued Local Bidder Certificate or some other information which would confirm its local bidder preference certification status.

LOCAL BIDDER CERTIFICATION APPLICATION
CITY OF ATLANTA, DEPARTMENT OF PROCUREMENT
55 TRINITY AVE., SW, SUITE 1900, ATLANTA, GEORGIA 30303

PLEASE TYPE.
(ONLY APPROVED ELIGIBLE BIDDERS MAY BE CERTIFIED AS A LOCAL BIDDER. PLEASE PROVIDE A COPY OF YOUR NOTICE OF ELIGIBLE APPROVAL.)

I. BUSINESS NAME / DBA STREET ADDRESS CITY, STATE, ZIP CODE TELEPHONE

_____

CHECK ONE: ____ PARTNERSHIP ____ CORPORATION, GA ____ SOLE PROPRIETORSHIP ____ OTHER

PRINCIPAL OR CORPORATE OFFICE NAME STREET ADDRESS CITY, STATE, ZIP CODE TELEPHONE

_____

NAME OF OWNER (S) TITLE RESIDENCE ADDRESS CITY, STATE, ZIP CODE TELEPHONE

1. _____

2. _____

NAME OF OFFICERS OR PARTNERS: TITLE RESIDENCE ADDRESS CITY, STATE, ZIP CODE TELEPHONE

1. _____

2. _____

II. TO BE CERTIFIED AS A LOCAL BIDDER, AN ELIGIBLE BIDDER MUST SATISFY NO LESS THAN TWO (2) OF THE FOLLOWING CRITERIA LISTED BELOW. PLEASE SELECT **TWO** OF THE FOLLOWING CRITERIA WHICH YOU SATISFY TO APPLY FOR CERTIFICATION AS A LOCAL BIDDER. A COPY OF YOUR **BUSINESS LICENSE**, A COPY OF YOUR **ELIGIBLE BIDDER'S CERTIFICATE** AND ANY **ADDITIONAL DOCUMENTATION MUST BE SUBMITTED WITH THIS APPLICATION** TO VERIFY THAT YOU SATISFY THE SELECTED CRITERIA. INSTRUCTIONS FOR SUBMITTING DOCUMENTATION TO SATISFY EACH OF THE CRITERIA ARE LOCATED ON THE BACK OF THIS APPLICATION.

_____ 1. Verify that the Eligible Bidder's principal place of business is located in the City of Atlanta or that the Eligible Bidder has held a valid City of Atlanta business license for at least one (1) year prior to the date of application.

_____ 2. Verify that a majority of the full time employees, chief officers, and managers of the Eligible Bidder have regularly conducted work and business in the City of Atlanta for at least one (1) year prior to the date of application.

_____ 3. Verify that a majority of the employees based at the Eligible Bidder's location(s) in the City of Atlanta have been residents of the City of Atlanta for a least one (1) year prior to the date of application.

_____ 4. Provide references or other means of verification acceptable to the Department of Procurement that the services the Eligible Bidder offers to the City of Atlanta have been provided by the Eligible Bidder in the City of Atlanta for at least one (1) year prior to the date of application.

IF THE APPLICANT IS A JOINT VENTURE OR MENTOR-PROTÉGÉ TEAM, EACH PARTICIPANT IN THE JOINT VENTURE OR MENTOR-PROTÉGÉ TEAM MUST BE APPROVED INDEPENDENTLY AS A LOCAL BIDDER IN ORDER FOR THE JOINT VENTURE OR MENTOR- PROTÉGÉ TEAM TO RECEIVE THE BID PREFERENCE ON ELIGIBLE LOCAL PROJECTS.

III. *CERTIFICATION: THIS INFORMATION HEREIN IS REQUIRED BY § 2-1188.1 CODE OF ORDINANCES OF THE CITY OF ATLANTA, GEORGIA.*

I (NAME)_____ BEING THE (TITLE) _____

OF THE BUSINESS FIRM NAMED, DO HEREBY APPLY FOR LOCAL BIDDER CERTIFICATION. IN ACCORDANCE WITH LOCAL PREFERENCE ORDINANCE, CITY OF ATLANTA, GEORGIA: THE UNDERSIGNED CERTIFIES THAT HE/SHE IS THE PERSON DULY AUTHORIZED BY THE BUSINESS HEREIN NAMED TO FILE THIS APPLICATION FOR LOCAL BIDDER CERTIFICATION, INCLUDING THE ACCOMPANYING DOCUMENTATION AND STATEMENTS, AND THAT SAME ARE TRUE CORRECT AND COMPLETE.

APPLICANT SIGNATURE_____ _____THE _____ DAY OF _____ 20_____.

SIGNATURE MUST BE IN **BLUE** INK!

GENERAL INFORMATION FOR APPLICANTS

(A) Applicability: This local preference program shall apply to any City contract as described in Code § 2-1188, excluding competitive sealed proposals under Code § 2-1189, small purchases not exceeding $20,000 under Code § 2-1190, sole source procurement under Code § 2-1191, emergency procurement under Code § 2-1192, competitive selection procedures for professional and consultant services under Code § 2-1193, and federally-funded projects (referred to herein as "Eligible Local Projects").

(B) An Eligible Bidder must submit a completed and signed written application to become a Local Bidder ***before*** *it will be allowed to received a bid preference on an Eligible Local Project.*

(C) In order to be approved as a Local Bidder and receive a bid preference on an Eligible Local Project, the application for approval as a Local Bidder and ***all supporting documents*** *must be received by the Department of Procurement no later than thirty (30) calendar days prior to the date bids are received on such Eligible Local Project.*

(D) Term: The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. An Eligible Bidder must submit a new application for certification as a Local Bidder to the Department of Procurement and establish that it continues to meet the requirements of § 2-1188.1 in order to continue receiving the bid preference on Eligible Local Projects.

(E) Eligible Bidders certified as Local Bidders shall be under a continuing duty to immediately inform the Department of Procurement in writing of any changes in the Eligible Bidder's business, if as a result of such changes, the Eligible Bidder no longer satisfies the requirements.

ADDITIONAL INSTRUCTIONS FOR COMPLETING SECTION II

For each of the criteria you selected in Section II, the Department of Procurement requires that you submit the following supporting documentation with this application:

Line 1

If you have a City of Atlanta business license, please provide a copy. If you do not have a City of Atlanta business license, please provide a copy of Articles of Incorporation or Organization, or a copy of the Eligible Bidder's most recent federal income tax return, or if the Eligible Bidder is a partnership, provide a copy of the Partnership Agreement.

Line 2

Provide a list of all full time employees, chief officers, and managers at the Eligible Bidder's locations. For those employees, chief officers, and managers who regularly conducted work and business in the City of Atlanta for a least one (1) year prior to the date of application, please provide employee's name, business address, business phone number, a brief description of the work or business performed in the City of Atlanta, and the number of years such work or business has been performed in the City of Atlanta.

Line 3

Provide a list of all employees based at Eligible Bidder's locations. For those employees who have been residents of the City of Atlanta for at least one year prior to the date of application, provide employee's name, address, phone number and number of years at residence.

Line 4

Provide a notarized letter from at least three (3) customers of the Eligible Bidder, which letters shall include the following information: (a) a description of services provided by the Eligible Bidder to the customer that were performed at least one (1) year prior to the date of application; (b) the total dollar value of the services provided at least one (1) year prior to the date of application; and (c) a statement that the services the Eligible Bidder offers to the City of Atlanta have been provided by the Eligible Bidder in the City of Atlanta for at least one (1) year prior to the date of application.