

# PROJECT MANUAL

## FOLK ART PARK ENHANCEMENT PROJECT

GA DOT Project CSTE-0009-00(048)

Atlanta, Georgia

NOVEMBER 17, 2015

**Owner**  
**City of Atlanta**

**Project Implementation Manager**  
**Atlanta Downtown Improvement District, Inc.**  
84 Walton Street NW, Suite 500  
Atlanta, Georgia 30303

**Design Consultant**  
**Robinson Fisher Associates, Inc.**  
330 Research Drive  
Suite A-210  
Atlanta, Georgia 30605

**Project Manager**  
**Silverman Construction Program Management**  
1075 Zonolite Road  
Suite 5  
Atlanta, Georgia 30306

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**SECTION 01 0104  
PROJECT DIRECTORY**

**PROJECT IMPLEMENTATION  
MANAGER:**

**Atlanta Downtown Improvement District**  
84 Walton Street NW, Suite 500  
Atlanta, GA 30303  
Project Manager – Wesley Brown  
404-658-5983  
404-658-1919 Fax  
wbrown@atlantadowntown.com

**CONSTRUCTION  
PROGRAM MANAGER:**

**Silverman Construction Program Management**  
1075 Zonolite Road, Suite 5  
Atlanta, GA 30306  
Project Manager: Teresa Sword  
404-969-4306  
404-892-7272 fax  
[tsword@silvermancpm.com](mailto:tsword@silvermancpm.com)

**DESIGN  
CONSULTANT:**

**Robinson Fisher Associates, Inc.**  
330 Research Drive, Suite 210  
Athens, GA 30605  
Landscape Architect: Rob Fisher  
706-549-8211  
706-548-0611 fax

**STRUCTURAL  
ENGINEER:**

**GW Design Group, LLC**  
3104 Mercer University Drive, Suite 100  
Atlanta, GA 30341  
Structural Engineer: Jack Weems, P.E.  
770-457-0065

**ELECTRICAL  
ENGINEER:**

**Womack & Associates**  
4200 Perimeter Park South, Suite 225  
Atlanta, GA 30345  
Electrical Engineer: Bill Womack

**PUBLIC ART  
CONSULTANT:**

**Eddie Granderson**  
City of Atlanta  
Office of Cultural Affairs  
233 Peachtree St., NE  
Harris Tower, Suite 1700  
Atlanta, GA 30303  
404-546-6819

**SECTION 00 0111  
INVITATION TO ALL BIDDERS**

**Sealed bids** will be received by the City of Atlanta, Department of Procurement, 55 Trinity Avenue SW, Suite 1900, Atlanta, GA 30303 until **2:00 PM on December 17, 2015** for the construction of Folk Art Park Enhancements project in the City of Atlanta, Fulton County, Georgia. GA. DOT. Project Number CSTE-0009-00(048). Bids received after the designated time will not be accepted. All bids must be originals. No bond copies, facsimile copies, or electronic copies will be accepted.

The project includes the restoration of existing artwork, landscaping, and art accent lighting.

A **pre-bid conference** for prospective bidders will be held at 10:00 a.m. on December 3, 2015 at the City of Atlanta, Department of Procurement, Atlanta City Hall, 55 Trinity Avenue SW, Suite 1900, Atlanta, GA 30303.

***Copies of the Project Manual and Drawings may be purchased directly from ARC, 640 Tenth Street NW, Atlanta, GA 30318 404-873-5911. Additionally, the Project Manual and Drawings may be examined at the following locations:***

- 1) City of Atlanta Department of Procurement, 55 Trinity Ave SW, Suite 1900, Atlanta, GA 30303***
- 2) F. W. Dodge, 4170 Ashford Dunwoody Road, Suite 200, Atlanta, GA 30319***
- 3) AGC Builders Exchange, 1940 The Exchange, Suite 300, Atlanta, GA 30339***

No bid proposal will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the bid and made payable to the Implementation Manager.

Georgia Department of Transportation Standard Specifications, 2013 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project.

Successful Bidder shall be required to furnish a Contract Performance Bond equal to 100% of the contract price and a Payment Bond equal to 110% of the contract price, with the terms and surety to be approved by the Implementation Manager and furnish satisfactory proof of carriage of the insurance required.

All bidders must be pre-qualified per Section 00 0113/1.02A of the Project Manual with the Georgia D.O.T. The Georgia D.O.T. Disadvantaged Business Enterprise (DBE) goal for this project is 8%. All DBE firms must be certified with the Georgia D.O.T. Equal Employment Opportunity Office.

No bidder may withdraw her/his bid within one-hundred and twenty days (120) after the actual date of the opening thereof.

The successful bidder shall commence work with adequate force and equipment on a date to be specified in a written order of the Implementation Manager and shall complete the work within 365 consecutive calendar days from and including said date.

The City of Atlanta in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

**END OF SECTION**

## **NOTICE TO ALL BIDDERS**

ALL BIDDERS SUBMITTING BIDS IN EXCESS OF \$2,000,000  
SHALL BE PRE-QUALIFIED WITH THE GEORGIA DEPARTMENT OF  
TRANSPORTATION (GDOT).

ALL BIDDERS SUBMITTING BIDS \$2,000,000  
OR LESS SHALL BE REGISTERED SUBCONTRACTORS OR PRE-QUALIFIED  
WITH THE GDOT.

SUBCONTRACTORS SHALL BE PRE-QUALIFIED OR  
REGISTERED WITH THE GDOT.

IF CONSTRUCTION WORK INVOLVES WELDED STRUCTURES,  
SUCH AS BRIDGES, THE MANUFACTURER OF THE  
STRUCTURE SHALL BE ON THE GDOT QPL LIST 60.

## **NOTICE TO ALL BIDDERS**

**To report bid rigging activities call:**

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**END OF SECTION**

## INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL

#### 1.01 SUBMITTING BIDS

- A. The Bid Submittal Package shall consist of all documents contained in and identified as Section 00 4100/01 through 00 4100/08 of the Project Manual (See Table of Contents). No interlineations, additions, or deletions shall be made to the documents in the Bid Submittal Package by the bidder. Erasures or other changes to responses of the bidders must be noted and signed by the bidder on the page where they occur. All forms contained in the Bidding Requirements section must be completed and included as a part of the Bid Submittal Package. The failure to follow instructions in completing any part of the Bid Submittal Package may cause the bid to be deemed non-responsive and be rejected.
- B. The Bid Submittal Package will be received by designated staff of the Department of Procurement at 55 Trinity Ave SW, Suite 1900, Atlanta, GA 30303 as stated in the Invitation to all Bidders (Section 00 0111).
- C. All Bid Submittal Packages shall be in sealed envelopes (inner and outer), both clearly marked and labeled on the outside with the following project description:

Folk Art Park Enhancement Project  
Ga DOT Project CSTEE-0009-00 (48)

and shall also include the full name and complete address of the bidder and the date and time that bids are due.

- D. No bids may be withdrawn after submission for a period of 120 days after the date set for bid opening.

#### 1.02 NOTICE OF OTHER REGULATIONS OR REQUIREMENTS

- A. Georgia Department of Transportation (GDOT) requires a bidder to be pre-qualified depending upon the size of the project.

Bidders submitting bids over \$2,000,000 shall be prequalified with the GDOT. Bidder submitting bids \$2,000,000 or less shall be prequalified or registered subcontractors with the GDOT.

- B. Bidders are required to examine the Plans and Specifications carefully and to make such examinations of the site of the Work as are necessary to familiarize themselves with the nature and extent of the tasks to be completed and with all local conditions and/or all laws and regulations which may affect the Work. Bidders are also required to inform themselves fully in regard to construction and labor conditions under which the Work will be performed. The Implementation Manager will not be responsible for bidder's errors or misjudgment, nor for any information or lack of information on location conditions or general laws and regulations.
- C. The Code of Federal Regulations (CFR) is cited at several locations in the following project documentation. The complete text of the CFR is available at <http://www.access.gpo.gov/nara/cfr>.

- D. The Georgia Department of Transportation Standard Specifications, 2013 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project apply to this project, which may be included in any related documents, is a requirement of this project. It is the responsibility of Bidders to become knowledgeable with this document. It can be purchased by contacting the Georgia Department of Transportation.
- E. The City of Atlanta Code of Ordinances is available at <http://www.atlantaga.gov>.
- F. Failure of a bidder to be aware of any applicable federal, state or local regulation shall not excuse compliance, regardless of whether specifically cited in the Contract Documents, the Plans and Specifications or any related document.

**1.03 AUTHORITY TO SIGN:**

- A. If a bid is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- B. The bidder should ensure that the legal and proper name of her/his proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

**1.04 BID SECURITY:**

- A. Bids must be accompanied by a certified check to "The Implementation Manager" or acceptable Bid Bond in an amount not less than five (5%) of the amount of bid. The Bid Bond shall name "The Implementation Manager" as the obligee. The Bid Bond shall be secured by a guaranty or surety company listed in the latest issue of United States Treasury Circular 570. The amount of the Bid Bond must be within the maximum amount specified for such guaranty or surety company by Circular 570. **No bid will be considered unless it is accompanied by the required security.**
- B. The bid security of the bidders submitting the five lowest total bid amounts shall be retained until either a bidder has signed the contract and furnished performance and payment bonds and certificates of insurance, or until one-hundred and twenty days (120) after the bid opening date whichever date is sooner. Other bid securities will be returned within ten (10) calendar days after the bid opening date. Bid securities being held pending the signing of the contract and the furnishing of other documents will be returned within three calendar days.
- C. Each bidder agrees that if it is awarded the contract to perform this work and fails within the stipulated time to execute the contract and/or furnish other required documents that the Implementation Manager will retain the bid security as liquidated damages and not as a penalty.
- D. Attorneys-in-Fact who sign bid bonds must file with the bond a certified and effectively date copy of their power of attorney.

**1.05 RIGHTS RESERVED**

- A. The Implementation Manager reserves the right to reject any or all bids, to waive informalities and to re-advertise. The Implementation Manager also reserve the right to

reject bids which are non-confirming or to re-open the bidding if all bids are in excess of funds available for the Project

**B. Georgia Department of Transportation (GDOT) requires a bidder to be pre-qualified based upon the size of the project and that if the bid involves major structures such as bridges and retaining walls, the contractor must be pre-qualified regardless of bid amount. If a single sub-contract is in excess of two hundred and fifty thousand dollars (\$250,000), the sub-contractor must be registered with GDOT. The Implementation Manager reserves the right to reject any or all bids from any bidder who is not pre-qualified with GDOT.**

- Bidders submitting bids over \$2,000,000 shall be prequalified with the GDOT.
- Bidders submitting bids \$2,000,000 or less shall be prequalified or registered subcontractors with the GDOT.
- All subcontractors, regardless of subcontract value, shall be registered with GDOT.

C. The Implementation Manager reserves the right to reject any or all bids from bidders who are declared "non-responsive." Bidders failing to meet the DBE requirements of GDOT may be declared "non-responsive" if they have not made a good faith effort to meet the DBE goal or the City of Atlanta's requested participation level. Bidders failing to include all documents in the Bid Submittal Package as required by the Bidding Requirements may cause the bid to be declared as "non-responsive" and be rejected. The failure to follow instructions in completing any part of the Bid Submittal Package may also cause the bid to be declared "non-responsive" and be rejected.

D. The Implementation Manager reserves the right to reject any bid which contains unauthorized additions, conditions, limitations, or provisions to the terms of the bid, including any such changes which result from interlineations, additions or deletions made to the documents in the Bid Submittal Package.

**1.06 AWARD OF CONTRACT:**

A. The contract for the Work, (the "Contract"), if awarded, will be awarded to the lowest reliable bidder whose bid shall have met all the prescribed requirements. The lowest bid will be determined from the total associated with the Base Bid and selected alternates. Alternates will be selected in order in which they are numbered.

B. The Implementation Manager shall issue a written notice of award ("Notice of Award") to the successful bidder.

C. The Contract shall be executed on the form as shown in Section 00 5000, Section 00 5100 and Section 00 5500 by the successful bidder (hereinafter, the "Contractor"), will be subject to all requirements of the Contract Documents and shall form a binding contract between the contracting parties.

D. The Contractor shall be required to furnish six executed copies of: (i) Oath of Successful Bidder, (ii) Contract, (iii) Contractor Certification Regarding Disbarment, Suspension, and other Responsibility Matters, (iv) Contract Performance Bond, and (v) Payment Bond.

E. The Contract Performance Bond shall be equal to 100% of the Contract Price. The Contract Payment Bond shall be equal to 110% of the Contract Price. All bonds must be provided by a company qualified to do business in Georgia and shall meet the requirements of Sections 13-10-1, 36-10-4 and 36-82-101 to 103 of the Official Code of Georgia.

**1.07 FAILURE TO EXECUTE CONTRACT:**

- A. Failure to execute Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of insurance coverage as required within 10 days after the date of Notice of Award of the Contract shall be just cause for the annulment of the award and for the forfeiture of the bid bond, not as a penalty, but as liquidation of damages sustained. At the discretion of the Implementation Manager, the award may then be made to the next lowest responsible and responsive bidder, or the Work may be re-advertised.

**1.08 INSURANCE, PROOF OF COVERAGE:**

- A. The Contractor shall be required to furnish the Implementation Manager with satisfactory proof of the insurance coverage specified in the Project Manual within ten (10) days from the date of the Notice of Award. The sample insurance certificate attached to Supplemental General Conditions lists required insurance limits for this project.

**1.09 NOTICE OF COMMENCEMENT:**

- A. The Contractor, after furnishing the Payment Bond or Security Deposit, shall post on the public works construction site and file with the clerk of the Superior Court in the county in which the site is located a notice of commencement no later than fifteen (15) days after the Contractor physically commences work on the project and supply a copy of the notice of commencement to any subcontractor, materialman, or person who makes a written request to the Contractor. Failure to supply a copy of the notice of commencement within ten (10) calendar days of receipt of written request from the subcontractor, materialman, or person shall render the provisions of paragraph (1) of subsection (a) of Georgia Code Section 46-91-73 inapplicable to the subcontractor, materialman, or person making the request. The notice of commencement shall include:
- The name, address, and telephone number of the Contractor
  - The name and location of the public work being constructed or a general description of the improvement
  - The name and address of the surety for the performance and payment bonds, if any.
  - The name and address of the holder of the security deposit provided, if any.
- B. The failure to file a notice of commencement shall render the notice to contractor requirements of paragraph (1) of subsection (a) of Code Section 36-91-73 inapplicable.

**1.10 TIME:**

- A. TIME is of the essence in the construction of this project. The Contractor shall commence work with adequate force and equipment on a date to be specified in a written order of the Implementation Manager, and shall complete the work within 365 consecutive calendar days from and including said date. Payment will be made to the contractor each calendar month based on the estimated work completed in place as prescribed by the standard specifications. Final payment of amounts withheld will not be made until the Implementation Manager and the City of Atlanta have certified that the work has been satisfactorily completed and accepted.
- B. The Contract Time for completion of the Work for this Contract shall be as stated in the Project Manual. For failure to complete the Work within this period, the Contractor shall pay the Implementation Manager liquidated damages in accordance with GDOT specification 108.08.

**1.11 LOCATION AND SITE:**

- A. The Site of the proposed Work is located within the City of Atlanta, Fulton County,

Georgia as indicated in the Plans and Specifications. Bidders shall inform themselves concerning all applicable Georgia laws and local ordinances and comply with same.

- B. The Contractor shall accept the Site in its present condition and carry out all work in accordance with the requirements of the Specifications and as indicated on the Drawings.
- C. The Contractor shall, before submitting a bid, visit the Site and acquaint himself with the actual conditions and the location of any or all obstructions that may exist on the Site.
- D. The Contract Documents contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the Implementation Manager or any other person shall not affect the risks or obligations assumed by the contractor or relieve her/him from fulfilling any of the conditions of the contract. Each bidder is responsible for inspecting the Site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to so familiarize herself/himself shall in no way relieve any bidder from any obligation in respect to her/his bid.
- E. The Contractor shall inspect all easements and rights-of-way to ensure that the Implementation Manager has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the Implementation Manager. The Contractor shall not be entitled to damages for the failure of the Implementation Manager to obtain rights-of-way. The Contractor shall accurately locate above and below ground utilities and structures which may be affected by the Work using whatever means may be appropriate.
- F. The limits of work are as defined on the drawings and specifications and other contract documents. If lane closures are required, demolition and new work on this project is to be staged in 300 linear foot increments (excluding paving and saw cutting).

**1.12 BIDDERS NOTICE:**

- A. Bidders are hereby notified and agree by submission of their bid that should, after award of contract, additional items not listed in the bid become necessary and require unit prices not established by the bid, that the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid.

**1.13 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS:**

- A. The Work connected with this contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto until the job is completed and accepted by the Implementation Manager.

**1.14 INFORMATION AND QUESTIONS:**

- A. Should any question or need for information arise, it should be directed to Teresa Sword, Silverman Construction Program Management, 404-969-4306, between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

**1.15 ADDENDA AND INTERPRETATION:**

- A. No interpretation of the meaning of the Contract Documents will be made orally to any bidder. Any request for such interpretation should be in writing addressed to the Project Implementation Manager. Each such interpretation shall be given in writing, separately

numbered and dated and furnished to each interested bidder at least three (3) days, excluding Saturdays, Sundays and Legal Holidays, prior to the bid opening date. Any request not received seven days prior to bid opening date will not be accepted because of the difficulty in completing the interpretation and making distribution to each bidder.

**END OF SECTION**

**SECTION 00 0115**  
**LIST OF DRAWING SHEETS**

SHEET #	TITLED	DESCRIPTION
1	C	COVER
2	GN	GENERAL NOTES
3	D.1	EXISTING CONDITIONS & DEMOLITION PLAN – PIEDMONT/BAKER
4	D.2	EXISTING CONDITIONS & DEMOLITION PLAN –COURTLAND/RALPH MCGILL
5	ESC.1	EROSION & SEDIMENT CONTROL PLAN
6	L.1	LAYOUT PLAN- PIEDMONT / BAKER
7	L.2	LAYOUT PLAN – COURTLAND / RALPH MCGILL
8	SD.1	SITE DETAILS
9	SD.2	SITE DETAILS
10	SD.3	SITE DETAILS - SCHEDULES
11	S.1	STRUCTURAL DETAILS
12	E.1	LIGHTING ELECTRICAL PLAN – PIEDMONT / BAKER
13	E.2	LIGHTING ELECTRICAL PLAN – COURTLAND / RALPH MCGILL

**END OF SECTION**

**SECTION 00 3100**  
**AVAILABLE PROJECT INFORMATION**

**PART 1 GENERAL**

**1.01 EXISTING CONDITIONS**

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:

Artwork Assessment Report: Entitled "Artwork Assessment Manual" dated 13 January 2012.

1. Original copy is available for inspection at ADID's offices during normal business hours, and is available as a DVD to all bidders. Bidders may request a DVD of this "Artwork Assessment Manual" by contacting Jennifer Ball with Atlanta Downtown Improvement District at (404) 658-1877.
2. These assessment surveys identify the existing conditions of existing construction, and were prepared primarily for the use of Public Art Consultant in establishing the extent of the cleaning, preparation, and coating work.
3. These assessment surveys include a photographic record of existing conditions visible.
4. The Manual also includes:
  - a. Comprehensive Summary
  - b. Field Reports from process test for repair standard
  - c. Equipment Schedule
  - d. Cleaning and Blasting Schedule
  - e. Artwork Paint Schedules
  - f. Sculpture treatment protocols
5. This Manual along with the drawings and specifications are the protocols for sculpture repair treatments.
6. A DVD of the Manual will be provided to the General Contractor.

**1.02 CODE OF FEDERAL REGULATIONS (CFR)**

- A. The Code of Federal Regulations (CFR) is cited at several locations in the following project documentation. The complete text of the CFR is available at <http://www.access.gpo.gov/nara/cfr>. This document is available to bidders but will not be part of the Contract Documents.

**1.03 DEPARTMENT OF TRANSPORTATION**

- A. Georgia Department of Transportation Standard Specifications, 2013 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project and Special Provisions apply to this project.

**1.04 CITY OF ATLANTA CODE OF ORDINANCES**

- A. The City of Atlanta Code of Ordinances is available at <http://www.atlantaga.gov>.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**BID FORM CSTE-0009 00(048)**

GDOT ITEM	ITEM	EROSION CONTROL	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
150-1000	A	TRAFFIC CONTROL - PI-0009048	LS	LS		
					SUBTOTAL:	

GDOT ITEM	ITEM	EROSION CONTROL	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
171-0030	A	Temporary Silt Fence, Type C	240	LF		
					SUBTOTAL:	

GDOT ITEM	ITEM	SITE PREP AND DEMO	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
210-0100	A	Grading Complete - PI 0009048	LS	LS		
					SUBTOTAL:	

GDOT ITEM	ITEM	LANDSCAPING	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
009-3500	A	Misc Landscape Items	LS	LS		
					SUBTOTAL:	

GDOT ITEM	ITEM	LIGHTING	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
682-9000	A	Cable, TP THHN/THWN, AWG No 10	900	LF		
682-9001	B	30 AMP/2 pole/NEMA 3R Disconnect Switch	14	EA		
682-9002	C	2/C #14 w/GND-sunlight resistant SO cord	90	LF		
681-9000	D	3 light cross arms	16	EA		
681-9001	E	Flood light fixture w/lamp type FL-3	5	EA		
681-9002	F	Flood light fixture w/lamp type FL-4	7	EA		
681-9003	G	Spot light fixture w/lamp type SP-1	16	EA		
681-9004	H	Spot light fixture w/lamp type SP-2	2	EA		
					SUBTOTAL:	

GDOT ITEM	ITEM	SIGNAGE	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
636-9002	C	Fabricate and install CODA Wayfinding Sign Panels	1	EA		
636-9003	D	Fabricate and install Sign Panels - Bollards/Passaquan	10	EA		
636-9004	E	Remove Signs & Store	1	LS		
636-9005	F	Remove and Protect Art / Plaques	1	LS		
					SUBTOTAL:	

GDOT ITEM	ITEM	SITE IMPROVEMENTS	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
643-9002	C	Skateboard Deterrents	20	EA		
535-9000	D	Paint Concrete Parapet & Walls	4323	SF		
535-9001	E	Paint Sculpture Bases	21	EA		
535-9002	F	Paint Bollards	16	EA		
535-9003	G	Anti-Graffiti Protection Coat	225	SF		
					SUBTOTAL:	

GDOT ITEM	ITEM	ART RESTORATION (Zones A, B & C):	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
900-0001	A	Surface Preparation	1	LS		
900-0002	B	Metal Restoration	1	LS		
900-0003	C	Concrete Restoration	1	LS		
900-0004	D	High Performance Coatings and Concrete Paint	1	LS		
					SUBTOTAL:	

<b>BASE BID TOTAL:</b>	\$
------------------------	----

<b>ADD ALTERNATE BID NO. 1:</b>						
GDOT ITEM	ITEM	ART RESTORATION (Zone G):	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
900-1001	A	Surface Preparation	1	LS		
900-1002	B	Metal Restoration	1	LS		
900-0004	C	Concrete Restoration	1	LS		
900-0005	D	High Performance Coatings and Metal Paint Restoration	1	LS		
900-0006	E	High Performance Coatings and Concrete Paint Restoration	1	LS		
					SUBTOTAL:	
<b>ADD ALTERNATE NO. 1 TOTAL</b>						

<b>ADD ALTERNATE BID NO. 2:</b>						\$
GDOT ITEM	ITEM	ART RESTORATION (Zone H1 & H2):	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
900-2001	A	Surface Preparation	1	LS		
900-2002	B	Concrete Restoration	1	LS		
900-2003	C	High Performance Coatings and Metal Paint Restoration	1	LS		
900-2004	D	High Performance Coatings and Concrete Paint Restoration	1	LS		
900-2005	E	Artist - Concrete Animals	1	LS		
					SUBTOTAL:	
<b>ADD ALTERNATE NO. 2 TOTAL</b>						\$

<b>ADD ALTERNATE BID NO. 3:</b>						
GDOT ITEM	ITEM	ART RESTORATION (Zone I):	QTY TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
900-3001	A	Surface Preparation	1	LS		
900-3002	B	Concrete Restoration	1	LS		
900-3003	C	High Performance Coatings and Concrete Paint	1	LS		
					SUBTOTAL:	
<b>ADD ALTERNATE NO. 3 TOTAL</b>						\$

The BIDDER understands the Project Implementation Manager reserves the right to evaluate and award the Contract to the BIDDER based upon the method as stated in the Instruction to Bidders Section 00 0113.

The BIDDER understands that the Project Implementation Manager reserves the right to reject any or all bids and to waive any informalities in the bidding.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 120 calendar days after the scheduled closing time for receiving bids.

Bid submitted by:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION**

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_, who signed said Bid in behalf of the Contractor was then of said Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature / Secretary of Corporation

Corporate Seal \_\_\_\_\_

**END OF SECTION**

**BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we \_\_\_\_\_

(hereinafter called the Principal) and \_\_\_\_\_

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of \_\_\_\_\_ with its principal offices in the City of \_\_\_\_\_, and authorized to do business in the State of Georgia, are held and firmly bound unto the Project Implementation Manager in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of American, to be paid upon demand of the Project Implementation Manager 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 is about to submit, or has submitted, to the Project Implementation Manager, a Bid for furnishing materials, labor and equipment to construct the Folk Art Park Enhancement Project, and 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) days after receipt of notification of the acceptance, execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth, in the form and manner required by the Project Implementation Manager and execute a sufficient and satisfactory Performance Bond in the amount of 100% of the total Contract Price, and Payment Bond in the amount of 110% of the Contract Price payable to the Project Implementation Manager, in form and with security satisfactory to said Project Implementation Manager, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Security 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 Project Implementation Manager 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 TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed

This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST: \_\_\_\_\_ Principal Seal

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ Surety Seal

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**END OF SECTION**

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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**FEDERAL AID CERTIFICATION**  
(English Project)

First Use Date 2013 Specifications: November 22, 2013

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

**EQUAL EMPLOYMENT OPPORTUNITY**

I further certify that I have \_\_\_/have not\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have \_\_\_ / have not\_\_\_ filed with the Joint Reporting Committee, the Director of the *Office of Federal Contract Compliance*, a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity*, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 60-1.7(b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Ms. Carol Gaudin  
Regional Director, U. S. Department of Labor  
Office of Federal Contract Compliance Programs, Region 4  
Rm. 7B75  
61 Forsyth St. SW  
Atlanta GA 30303

**EXAMINATION OF PLANS AND SPECIFICATIONS**

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2013 Edition and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

**CONFLICT OF INTEREST**

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

**DRUG FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with \_\_\_\_\_ (Contractor's name) \_\_\_\_\_, \_\_\_\_\_ (Subcontractor's name) \_\_\_\_\_ certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**NON-COLLUSION CERTIFICATION**

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1  2  3  4  5  I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The bidder(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Federal ID No./IRS No.)

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or Individual  
Owner or Partner (Strike through all except the one  
which applies.)

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or Individual  
Owner or Partner (Strike through all except the one  
which applies.)

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or Individual  
Owner or Partner (Strike through all except the one  
which applies.)



OATH OF *SUCCESSFUL* BIDDER

GEORGIA, \_\_\_\_\_ County

The following personally appeared before the undersigned officer duly authorized by law to administer oaths:

\_\_\_\_\_  
\_\_\_\_\_

And

\_\_\_\_\_  
\_\_\_\_\_

Who, after being first duly sworn, depose and say that they are all of the officers, *agents*, persons, or employees who have acted for or represented \_\_\_\_\_

\_\_\_\_\_

In bidding or procuring the Contract with the \_\_\_\_\_

on the following Project: \_\_\_\_\_ Contract No:

\_\_\_\_\_ And that said \_\_\_\_\_

\_\_\_\_\_

Has not by (herself, himself, themselves) or through any persons, officers, agents, or employees prevented or attempted to prevent by any means whatsoever competition in such bidding: or by any means whatsoever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

BY: \_\_\_\_\_

Bidder

By: \_\_\_\_\_

Name

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**END OF SECTION**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: PI \_\_\_\_\_ County \_\_\_\_\_

Project Name \_\_\_\_\_

Name of Contracting Entity: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify\*, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**AGREEMENT FORM**

*See Attached next eight pages*

*Georgia Department of Transportation Standard Specifications, 2013 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project apply to this project.*

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT FOR PROVISION OF CONSTRUCTION SERVICES**

THIS AGREEMENT, by and between Atlanta Downtown Improvement District, party of the first part, hereinafter referred to as the "ADID," and \_\_\_\_\_, party of the second part, hereinafter called the "Contractor."

WITNESSETH:

**I. SCOPE OF WORK**

That the Contractor has agreed and by these present does agree with ADID to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the Work and construction in strict conformity with the Drawings and Specifications entitled PROJECT NUMBER: CSTE00-0009-00(048), Fulton County, PI No.: 0009048

**FOLK ART PARK ENHANCEMENT PROJECT**

which Drawings and Specifications together with the Advertisement for Bids, Instructions to Bidders, and Proposal for the construction of said Project submitted by the Contractor shall all form essential parts of this agreement.

In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments to this Contract and other documents are incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein.

1. GENERAL CONDITIONS – Section 00 7200" consisting of pages 1 through 18.
2. "SUPPLEMENTAL GENERAL CONDITIONS – Section 00 7300" consisting of pages 1 through 11.
3. "SPECIAL CONDITIONS – Section 00 7305 consisting of pages 1 through 4.
4. Sections noted in Table of Contents designated with an \* are part of the Agreement.
5. "PROJECT MANUAL" Dated \_\_\_\_\_
6. "ARTWORK ASSESSMENT MANUAL" Dated \_\_\_\_\_
7. "DRAWINGS" as listed in the PROJECT MANUAL
8. GDOT Standard Specifications, 2013 Edition, and supplements as amended is incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein.
9. "ADDENDA" consisting of Addendum No. \_\_\_\_\_ through Addendum No. \_\_\_\_\_.

The Contractor shall commence work under this Contract within ten (10) calendar days from the date of receipt of the Notice to Proceed, as evidenced by official receipt of certified mail or acknowledgment of personal delivery, and shall fully complete the Work hereunder within 365 calendar days from and including the date of receipt of such notice.

If said Work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay ADID as liquidated damages and not as a penalty, in accordance with GDOT specification 108.08.

## II. PAYMENT

A. Fees. As full payment for the faithful performance of this Contract, ADID shall pay said Contractor:

B. Fee Schedule. Payment shall be made as follows:

Partial payments to the Contractor shall be made monthly, based on the value of work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site. Payment will be made based upon unit type indicated in Bid Form, ea., LF, LS, etc. Qualified sums will be measured as in place quantities and lump sum will be by percentage.

Payment to the Contractor shall be made within thirty (30) days of submission by the Contractor of a duly certified and approved estimate of work performed during the preceding calendar month. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed.

Within sixty (60) days after the Work is fully completed and accepted by ADID, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for compensation and extensions of time shall be submitted in writing within sixty (60) days after completion and acceptance of the Work as herein provided or they shall be forever barred.

In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to ADID.

Invoice(s) must be submitted as follows: Original invoice(s) must be submitted to:

ADID Inc.  
C/O Silverman CPM  
1075 Zonolite Rd., Suite 5  
Atlanta, GA 30306  
Attn: Teresa Sword

### III. INSURANCE

**A. Performance Bond and Payment Bond.** Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as Principal, and \_\_\_\_\_, a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond in the amount of \_\_\_\_\_ and a Payment Bond, in the amount of \_\_\_\_\_ for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract

**B. Workers Compensation.** The Contractor shall, without expense to ADID, provide statutory workers compensation insurance and comprehensive liability insurance covering all operations and automobiles as required by the provisions of the Contract, including Subcontractors.

The Contractor may carry statutory workers compensation insurance on Subcontractors or require all Subcontractors likewise to carry such insurance.

**C. Surety Bonds.** It is further agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds for its faithful performance, ADID shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense within five days after the receipt of notice from ADID to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to ADID.

### IV. WARRANTY AND GUARANTEE

The Contractor warrants to ADID that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. ADID, in its sole discretion, may exclude from the Contractor's warranty, remedies for damage or defect which ADID determines were caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by ADID, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The obligation of this paragraph shall survive acceptance of the Work and termination of the Agreement. All manufacturer warranties and guarantees shall be delivered to ADID prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion.

**V. INDEMNIFICATION**

The General Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of ADID. The Contractor shall exonerate, indemnify, and save harmless ADID from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to ADID, the defense of any and all claims, litigations, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against ADID, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

**VI. RIGHT, TITLE, OR INTEREST**

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of ADID in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
ADID Business Association, Inc.

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**FULTON COUNTY, GEORGIA CERTIFICATE  
OF CORPORATE AUTHORITY**

I, \_\_\_\_\_, certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_\_; that \_\_\_\_\_, who executed this Contract on behalf of the Contractor was, then and there, \_\_\_\_\_; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Corporate Seal)

Secretary

**END OF SECTION**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related

regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which

time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring,

upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and

leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data

should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

##### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a

bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S.

Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any

workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total

original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful

falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action

as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a

covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in

obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the 11 department or agency with which this transaction originated

may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment

to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work

First Use Date: October 18, 2013

## **SPECIAL PROVISION**

### **Required Contract Provisions Federal-Aid Construction Contracts**

1. *Subsection I.4 Selection of Labor; Delete the last sentence in the paragraph.*
2. *Subsections IV Davis Bacon and Related Act Provisions; Delete the first paragraph in its entirety and substitute the following:*

“This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts. The requirements apply to all projects located within the right-of-way of a roadway.”



Crane/Dragline.....	\$ 17.50
Crusher.....	\$ 14.00
Front End Loader.....	\$ 10.70
Material Transfer Vehicle (Shuttle Buggy).....	\$ 11.30
Mechanic.....	\$ 14.47
Milling Machine.....	\$ 12.37
Motorgrader Fine Grade.....	\$ 14.55
Motorgrader/Blade.....	\$ 14.39
Roller.....	\$ 10.00
Scraper-Pan.....	\$ 10.00
Sweeper Truck.....	\$ 14.21
Water Truck.....	\$ 11.25

TRUCK DRIVER

26,000 GVW & Under.....	\$ 10.76
26,001 GVW & Over.....	\$ 14.91

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**END OF SECTION**

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL- AID CONTRACTS

### BUY AMERICA

Revised: March 25, 1992  
Revised: January 7, 1994  
Revised: June 9, 1995  
First Use 2013 Specifications: November 01, 2013

All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

This requirement, however, does not prevent a minimal use of foreign materials and coatings, providing that the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500.00 whichever is greater.

NOTE: Coatings include: epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the material.

### CONVICT PRODUCED MATERIALS

March 25, 1992  
Revised: September 6, 1993  
First Use 2013 Specifications: November 01, 2013

Materials produced by convict labor after July 1, 1991, may not be used for Federal-Aid highway construction projects unless it meets the following criteria:

1. The materials must be produced by convicts who are on parole, supervised release or probation from a prison; or,
2. If produced in a qualified prison facility, the amount of such materials produced in any 12-month period in such facility for such construction during the 12-month period ending July 1, 1987. A qualified prison is defined as one producing convict made materials prior to July 1, 1987.

**END OF SECTION**

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegated authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing the notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organization, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete

- benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
  10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
  14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas, are as follows:

**GOALS FOR  
FEMALE PARTICIPATION**

**APPENDIX A  
(43 FR 19473)**

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract. Area covered: Goals for Women apply nationwide.

Goals and timetables

Timetable	Goals (percent)
4-1-78 to 3-31-79	3.1
4-1-79 to 3-31-80	5.0
4-1-80 Until Further Notice	6.9

**GOALS FOR  
MINORITY PARTICIPATION**

Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

**FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES**

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4-5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the areas covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

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State	Goal (percent)
Georgia:	
035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA-SC .....	27.2
GA Columbia; GA Richmond, SC Aiken;	
Non-SMSA Counties .....	32-8
GA Burke; GA Emanuel; GA Glascock; GA Jefferson;	
GA Jenkins; GA Lincoln; GA McDuffie, GA Talferro;	
GA Warren; GA Wilkes; SC Allendale; SC Bamberg;	
SC Barnwell; SC Edgefield; SC McCormick;	
036 Atlanta, GA:	
SMSA Counties:	
0520 Atlanta, GA .....	21.2
GA Butts; GA Cherokee; GA Clayton; GA	
Cobb; GA DeKalb; GA Douglas; GA Fayette, GA	
Forsyth; GA Fulton; GA Gwinnett; GA Henry; GA	
Newton; GA Paulding; GA Rockdale; GA Walton	
Non-SMSA Counties .....	19.5
GA Banks; GA Barrow; GA Bartow; GA Carroll; GA Clarke;	
GA Coweta; GA Dawson; GA Elbert; GA Fannin;	
GA Floyd; GA Franklin; GA Gilmer; GA Gordon;	
GA Greene; GA Habersham; GA Hall; GA	
Haralson; GA Hart; GA Heard; GA Jackson; GA	
Jasper; GA Lamar; GA Lampkin; GA Madison;	
GA Morgan; GA Oconee, GA Oglethorpe; GA	
Pickins, GA Pike; GA Polk; GA Rabun; GA	
Spalding; GA Stephens; GA Towns; GA; Union; GA Upson	
White	
037 Columbus, GA:	
SMSA Counties:	
1800 Columbus, GA – AL .....	29.6
Al Russell; GA Chattahoochee; GA Columbus	

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Non-SMSA Counties . . . . .	31.6
Al Chambers; AJ Lee; GA Harris; GA Marion; GA Meriwether; GA Quitman; GA Schley; GA Stewart; GA Sumter; GA Talbot; GA Troup; GA Webster	
038 Macon, GA:	
SMSA Counties:	
4680 Macon, GA . . . . .	27.5
GA Bibb; GA Houston; GA Jones; GA Twiggs	
Non-SMSA Counties . . . . .	31.7
GA Baldwin; GA Bleckley; Crawford; GA Crisp; GA Dodge; GA Dooly; GA Hancock; GA Johnson; GA Laurens; GA Macon; GA Monroe; GA Peach; GA Pulaski; GA Putman; GA Taylor; GA Telfair; GA Treutlan; GA Washington; GA Wheeler; GA Wilcox; GA Wilkinson	
039 Savannah, GA:	
SMSA Counties:	
7520 Savannah, GA . . . . .	30.6
GA Bryan; GA Chatham; GA Effingham	
Non-SMSA Counties . . . . .	29.8
GA Appling; GA Atkinson; GA Bacon, GA Bulloch; GA Candler; GA Coffee; GA Evans; GA Jeff Davis; GA Liberty; GA Long; GA McIntosh; GA Montgomery; GA Screven; GA Tattnall; GA Toombs; GA Wayne; SC Beaufort; SC Hampton; SC Jasper	
040 Albany, GA:	
SMSA Counties:	
0120 Albany, GA . . . . .	32.1
GA Dougherty; GA Lee	
Non-SMSA Counties . . . . .	31.1
GA Baker; GA Ben Hill; GA Berrien; GA Brooks; GA Calhoun; GA Clay; GA Clinch; GA Colquitt; GA Cook; GA Decatur; GA Early; GA Echols; GA Grady; GA Irwin; GA Lanier; GA Lowndes; GA Miller; GA Mitchell; GA Randolph; GA Seminole; GA Terrell; GA Thomas; GA Tift; GA Turner; GA Worth	
Florida:	
041 Jacksonville FL:	
Non-SMSA Counties . . . . .	22.2
GA Brantley; GA Camden; GA Charlton; GA Glynn; GA Pierce; GA Ware	

12-15-2008

APPENDIX A NOTICE TO  
CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
FOR  
FEDERAL-AID CONTRACTS

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, national origin, disability, sex, or age in the selection and retention of subcontracts including procurements of materials and leases of equipment. This will be done in accordance with Title VI of the Civil Rights Act of 1964 and other Non-Discrimination Authorities i.e., Section 504 of the 1973 Rehabilitation Act, the 1973 Federal-Aid Highway Act, the 1975 Age Discrimination Act, and the Americans with Disabilities Act of 1990. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin, disability, sex or age.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

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

**Revised: December 7, 2009**  
**Revised: October 21, 2013**  
**Revised: November 3, 2014**

**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**  
**CRITERIA FOR ACCEPTABILITY**

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

**DBE DIRECTORY:** The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular

solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

**GOAL FOR PARTICIPATION:** If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOALS Form included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

(A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBE participants in responding to a solicitation.
- (4) (a) Negotiating in good faith with interested DBEs.

Contractor(s) are responsible to make a portion of the work available

to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
- (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.
- (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and

Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

- (B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

To be eligible for award of this contract, all bidders will be required to submit the following information to the Department by the close of business on the 3<sup>rd</sup> working day following opening of the bid as a matter of bidder responsibility.

- i. The names and addresses of DBE firms committed to participate in the Contract;
- ii. A description of the work each DBE will perform; The Contractor shall provide information with their bid showing that each DBE listed by the Contractor is certified in the NAICS code(s) for the kind of work the DBE will be performing.
- iii. The dollar amount of participation for each DBE firm participating; Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- iv. Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- v. If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The

Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

**DEFINITION:** For the purposes of this provision, the following definitions will apply:

Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged.

- (i) “Black Americans,” which includes persons having origins, in any of the Black racial groups of Africa;
- (ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

- (3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

**DISCRIMINATION PROHIBITED:** No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

“The contractor, and/or subcontractor shall not discriminate on the basis of

race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate”.

**Failure to Achieve Requirements:** Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract. During the life of the contract, the contractor will be expected to demonstrate good faith efforts at goal attainment as provided by 49 CFR 26.

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department’s written consent to substitute and, unless the Department’s consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals
  - (1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE’s own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate)
  - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

- (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.
- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
  - (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
  - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
  - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
  - (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are not administratively appealable to the US DOT.

- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner / operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
  - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.  
(ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment

required under the contract and of the general character described by the specifications.

- (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph **(E)(2)(ii)** if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
  - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph **(E)(2)**.
- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE

achievements until the amount being counted toward the goal has been paid to the DBE.

- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

## REPORTS

A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:

1. The name of each DBE participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
4. The dollar value of each DBE subcontract or supply agreement.
5. The actual payment to date of each DBE participating in the contract.
6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.
7. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they

begin work on the project. They must also inform the Project Engineer when their forces will be doing work on the project.

- B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.
- C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

**SUBSTITUTION OF DBEs:** The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

**CERTIFICATION OF DBEs:** To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the EEO Office at (404) 631-1972.

## INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater than the percentage required. If no goal is indicated, you may propose your own goal.

The DBE firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work, and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vendor Number	Company Name And Address (City and State)	Type Of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80,000.00 (60%= \$48,000.00)

\*For Departmental use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

**PLEASE NOTE:** For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established "regular dealer" in the product involved, and not just a broker. A "regular dealer" would normally sell the product to several customers and would usually have product inventory on hand.



Revised 06-01-2010

**INSTRUCTIONS TO CONTRACTOR**  
**DBE PARTICIPATION REPORT**

In order to receive credit toward the DBE Goal, the prime contractor must complete the report in its entirety and submit this form MONTHLY to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contract DBE requirements.

1. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
2. COUNTY – See Contract.
3. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.
4. CONTRACTOR NAME –
5. REPORT SUBMISSION DATE – This is the date the report is completed.
6. REPORT NUMBER – Reports must be consecutively numbered.
7. REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
8. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
9. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
10. CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
11. PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
12. DBE \$ AMOUNT – This is the total dollar amount representing the percentage of the original contract.
13. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
14. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
15. SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contract should be shown as the subcontract amount.
16. OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
17. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
18. SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.
19. RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions.
20. RACE CONSCIOUS – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.

21. ORIGINAL SUBCONTRACT AMOUNT – This is the original amount shown in the Signed Contract.
22. PREVIOUS PAYMENTS – This totals all PAYMENTS prior to this report.
23. PAYMENTS THIS REPORT – These are the totals of PAYMENTS during this report period only.
24. PAYMENTS TO DATE – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.
25. CURRENT COLUMN TOTALS – Total each column.
26. PERCENT OF CONTACT – This percentage is calculated using the contract amount and the total DBE payments-to-date.
27. CERTIFICATION – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.
28. DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.
29. A DBE hauler must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.
30. Payments and commitments for Federal-aid projects **shall be separate and distinct and cannot be transferred or combined in any manner.**
31. Credits towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

### **GENERAL INFORMATION**

The prime contractor may change DBE firms only with the approval of the District Engineer, provided the changes conform to contract regulations.

*The prime contractor is responsible for sending a copy of the subcontractor agreement between the prime and its subcontractors to the Project Manager. After submitting this document to the Project Manager, the prime contractor checks the block on the DBE Participation Report. Only one copy of the subcontractor agreement is requested for each DBE subcontractor.*

*If the prime contractor has not submitted a copy of the subcontractor agreement between the prime and its DBE subcontractor(s), the project manager will contact the prime contractor and request this document.*

*The prime contractor is not requested to send copies of the subcontractor agreement signed with the DBE firms to multiple offices within GDOT. Sending this information to the Project Manager will satisfy the federal requirements.*

*The prime contractor is responsible to accurately complete the report prior to submitting to the department. Once submitted to the department, the department project manager is responsible for reviewing it for accuracy.*

*If the report is inaccurate, the department project manager shall send the report back to the prime contractor for corrections. Payment will be withheld by the Department until a correct report is received.*

*The prime contractor is required to submit the monthly DBE from the month of Notice To Proceed until the Final DBE Report is submitted. Payment will be withheld by the Department until the report is received.*

Upon completion of the work, a final "DBE Participation Report" will be required and submitted to the Area Engineer prior to final payment. All information shown on the form must be completed, including the payments of each approved DBE.

Joint ventures between non-DBE and certified DBE: Only that portion of the work for which the DBE is responsible may be used to satisfy the requirements.

Should you have questions about the Monthly DBE Participation Report – ARRA Reporting, contact the local District Contracts Administration Office or District EEO Officer.

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**FOR DEPARTMENTAL USE ONLY:**

Federal Law requires that the work of DBE contractors be monitored in the field as part of the effort to ensure that DBEs are actually performing the work (49CFR26.37 (b)).

District EEO Officers must receive copies of the Monthly DBE Participation Reporting.

**MONTHLY DBE PARTICIPATION REPORT**

REPORT SUBMISSION DATE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

COUNTY: \_\_\_\_\_

REPORT NO.: \_\_\_\_\_

CONTRACT ID NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

31-Jan	31-Jul	<input type="checkbox"/>
28-Feb	31-Aug	<input type="checkbox"/>
<b>31-Mar</b>	<b>30-Sep</b>	<input type="checkbox"/>
30-Apr	31-Oct	<input type="checkbox"/>
31-May	30-Nov	<input type="checkbox"/>
<b>30-Jun</b>	<b>31-Dec</b>	<input type="checkbox"/>

NOTICE TO PROCEED:

DATE WORK BEGAN:

CONTRACT \$ AMOUNT:

DBE \$ AMOUNT:

DBE REQUIRED %:

% DOLLAR COMPLETE:

% PROJECT COMPLETE:

S = SUPPLIER

SC = SUBCONTRACTOR

APPROVED DBE				VENDOR ID	DESCRIPTION OF WORK	
	S	SC	ORIGINAL SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	TOTAL PAYMENTS TO DATE
<b>1</b>						
RN						
RC						
<b>2</b>						
RN						
RC						
<b>3</b>						
RN						
RC						
<b>4</b>						
RN						
RC						
<b>5</b>						
RN						
RC						
<b>6</b>						
RN						
RC						

<b>RN COLUMN TOTALS:</b>						
<b>RC COLUMN TOTALS:</b>						

**TOTAL % PAID TO DATE:** \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME.

ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOALS IS (1) REAL AND SUBSTANTIAL; (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS.

PRINT NAME: \_\_\_\_\_  
NAME / TITLE

SIGNATURE: \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

*THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:*

PRINT NAME: \_\_\_\_\_  
NAME / TITLE

SIGNATURE: \_\_\_\_\_  
(Mandatory)

*THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:*

PRINT NAME: \_\_\_\_\_  
NAME / TITLE

SIGNATURE: \_\_\_\_\_  
(Mandatory)

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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First Use 2013 Specifications: November 01, 2013

**SPECIAL PROVISION**

**PROMPT PAYMENT:**

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

CONTRACT PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_  
\_\_\_\_\_ the Principal and \_\_\_\_\_ Surety  
hereto, as named above, are held and firmly bound to ADID and the City of Atlanta as obligees for the  
use of said obligees and all persons doing work or furnishing skill, tools, machinery, supplies or material  
under or for the purpose of the contract hereinafter referred to, in the full and just sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) Lawful money  
of the United State of America, to be paid to said ADID and the City of Atlanta as obligee, its successors,  
and assigns to which payment well and truly to be made we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a Contract or Contracts with the said Owner,  
bearing date of \_\_\_\_\_, 20\_\_, for furnishing material, labor and equipment to construct Folk  
Art Park Enhancement Project.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully  
comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms  
and conditions of said Contract, including any and all duly authorized modifications of such Contract,  
within the original term of such Contract or 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 beyond completion of said  
Contract, 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 Contract 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 Contract or the Work or to the  
Specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A.  
Sections 13-10-1, 36-10-4 and 36-82-101 to 103 to the official code of Georgia, 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. The life of this Bond extends through the life of the contract and until one year after  
the final acceptance of the Work by the Owner.

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

CORPORATE NAME: \_\_\_\_\_

PRESIDENT/VICE PRESIDENT: \_\_\_\_\_

**Attested to By:**

SECRETARY/ASSISTANT SECRETARY: \_\_\_\_\_ [SEAL]

Corporate Surety: \_\_\_\_\_

BY:

ATTORNEY-IN-FACT (Signature): \_\_\_\_\_

ATTORNEY-IN-FACT (Typed): \_\_\_\_\_

### INSTRUCTIONS

1. This form is required for use in connection with the Contract identified on its face. There shall be no deviation from this form without approval by the Project Implementation Manager.
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 officer 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 US Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth herein.
4. Do not date this bond. The Project Implementation Manager will date this bond the same date or later than the date of the contract.
5. The Surety shall attach a duly authorized power of attorney authorizing signature on its behalf of an attorney-in-fact.
6. Corporations executing the bond shall affix their corporate seal. Individuals shall execute the bond opposite the word "Seal".
7. The name of each person signing this bond should be typed in the space provided.

PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_ the Principal and \_\_\_\_\_ Surety hereto, as named above, are held and firmly bound to ADID and the City of Atlanta \_\_\_\_\_, in the full sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

For the use and protection of said ADID and the City of Atlanta as obligee, and all subcontractors and all persons supplying labor, materials, and machinery and equipment for the performance and the Work provided for in the contract hereinafter referred to, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the above bound Principal has entered into a contract or contracts with ADID and the City of Atlanta dated \_\_\_\_\_, 20\_\_ for furnishing material, labor, and equipment to construct Folk Art Park Enhancement Project.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall make payment promptly to 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 Contract 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 Contract or the Work or to the Specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A. Sections 13-10-1, 36-10-4 and 36-82-101 to 103 of the Official Code of Georgia, 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 present to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CORPORATE NAME: \_\_\_\_\_

PRESIDENT/VICE PRESIDENT: \_\_\_\_\_

Attested to By:  
SECRETARY/ASSISTANT SECRETARY: \_\_\_\_\_ [SEAL]

Corporate Surety: \_\_\_\_\_

BY:  
ATTORNEY-IN-FACT (Signature): \_\_\_\_\_

ATTORNEY-IN-FACT (Typed): \_\_\_\_\_

## INSTRUCTIONS

1. This form is required for use in connection with the Contract identified on its face. There shall be no deviation from this form without approval by the Project Implementation Manager.
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 officer 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 US Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth herein.
4. Do not date this bond. The Project Implementation Manager will date this bond the same date or later than the date of the contract.
5. The Surety shall attach a duly authorized power of attorney authorizing signature on its behalf of an attorney-in-fact.
6. Corporations executing the bond shall affix their corporate seal. Individuals shall execute the bond opposite the word "Seal".
7. The name of each person signing this bond should be typed in the space provided.

## NOTICE OF AWARD

To: \_\_\_\_\_

Date: \_\_\_\_\_

Project:

The OWNER has considered the BID submitted by you for the above described WORK in response to its Notice to Bid dated \_\_\_\_\_, 20\_\_, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from, the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID, as abandoned and as a forfeiture of your BID BOND, The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER,

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By \_\_\_\_\_

Title: \_\_\_\_\_

### *ACCEPTANCE OF NOTICE*

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

## NOTICE TO PROCEED

To: \_\_\_\_\_

Date: \_\_\_\_\_

Project:

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_. You are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

\_\_\_\_\_  
CONSTRUCTION MANAGER

By \_\_\_\_\_

Title \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged and agreed to by

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**SECTION 00 6276  
APPLICATION FOR PAYMENT**

**PART 1 -GENERAL**

**1.01 SCOPE:**

- A. This Section covers procedures for the Contractor to follow to apply for progress payment and final payment under the Contract.
- B. Related Work:
  - 1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - 2. The Contract Sum and the Schedule of Values are described in the Project Agreement.
  - 3. The Schedule of Values shall mirror the Detailed Cost Estimate line items as shown on the drawings including number of units and price per unit.
  - 3. The Project Implementation Manager's approval of applications for progress payment and final payment may be contingent upon the Project Implementation Manager's approval of the Project Record Documents as described in Section 01 7800 of these Specifications.

**1.02 SUBMITTAL**

- A. Formal submittal: Unless otherwise directed by the Project Implementation Manager, the Contractor shall perform the following.
  - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat hand lettering in ink, on AIA Document G702, "Application and Certificate for Payment," plus continuation sheet or sheets.
  - 2. Affidavit and release of liens for General Contractor and for each subcontractor shall be submitted with Payment Application.
  - 3. Sign and notarize the Application and Certificate for Payment.
  - 4. Submit the original of the Application and Certificate for Payment, plus two (2) copies of the Application for Certificate for Payment to the Project Implementation Manager for review.
  - 5. The Project Implementation Manager shall, upon approval, sign the Application and Certificate for Payment, and will distribute:
    - a. One copy to Contractor.
    - b. One copy to Program Manager.
    - c. One copy to Architect.
    - d. Other copies as required by the Project Implementation Manager.
  - 6. The Implementation Manager will disburse payments to the Contractor.

**PART 2 -EXCLUDED**

**PART 3 -EXCLUDED**

**END OF SECTION**

**SECTION 00 7200**  
**INDEX TO GENERAL CONDITIONS**

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**01** **DEFINITIONS OF TERMS**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

"Addenda" shall mean written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

"Amendment" shall mean a written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time, as approved ADID.

"Artwork Assessment Manual" shall mean a written documentation of the condition of the Artwork and the protocols for Artwork treatment.

"Bid" shall mean the offer or Proposal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

"Bidder" shall mean any person, firm, or corporation submitting a Bid for the Work.

"Bonds" shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

"Change Order" shall mean a written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time, as approved by ADID.

"Contract Documents" shall consist of Advertisement for Bids, Proposal, Bid Bond, Certificate of Corporate Bidder, Oath of Successful Bidder, Contract, including Form FHWA 1273 Required Contract Provisions for Federal-Aid Construction Projects dated May 1, 2012, Contract Performance Bond, Payment Bond, Instructions to Bidders, General Requirements, General Conditions, Supplementary Conditions, Technical Specifications, Certificates of Insurance, Artwork Assessment Manual and Drawings. The intent of these documents is to include all materials, appliances, tools, labor and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefor. The Contract Documents shall be considered as one, and whatever is called for by any one of them shall be as binding as if called for by all.

"Contract Price" shall mean the total monies payable to the Contractor under the terms and conditions of the Contract Documents.

"Contract Time" shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

“Contractor” or “General Contractor” shall mean the individual, firm, or corporation undertaking the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees.

“City” shall mean city of Atlanta, Georgia.

“Drawings” shall mean the part of the Contract Documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared or approved by the Project Implementation Manager.

“Field Order” shall mean a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Project Implementation Manager to the Contractor during construction.

“Notice of Award” shall mean the written notice of the acceptance of the Bid from ADID to the successful Bidder as evidenced by return receipts of registered or certified letters.

“Notice to Proceed” shall mean written communication issued by ADID to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work as evidenced by official receipt of certified mail or acknowledgment of personal delivery.

“Owner” shall mean City of Atlanta, Georgia.

“Project” shall mean the undertaking to be performed as provided in the Contract Documents.

“Project Implementation Manager” shall refer to Atlanta Downtown Improvement District, Inc.

“Shall” is mandatory; “may” is permissive.

“Shop Drawings” shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“Specifications” shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship specified for this Project.

“Subcontractor” shall mean an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

“Substantial Completion” shall mean that date determined by the Owner when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or stipulated part can be fully utilized for the purposes for which it is intended.

"Supplementary Conditions" shall mean a part of the Contract Documents consisting of modifications to the General Conditions.

"Superintendent" shall mean the Contractor's authorized on-job representative designated in writing by the Contractor prior to commencement of any work.

"Suppliers" shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

"Work" of the Contractor or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment, and things useful or necessary in order to complete the Contract.

**02** **APPLICABLE REQUIREMENTS**

The work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the City, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and/or regulations shall prevail. If the Contractor performs any work knowing it to be contrary to such codes, laws, or regulations, and without such notice to ADID, he shall assume full responsibility therefore and shall bear any and all costs necessary to correct the Work.

**03** **CONTRACT SECURITY**

The Contractor shall furnish a Contract Performance Bond equal to one hundred percent (100%) of the Contract Price and a Payment Bond equal to one hundred ten (110%) of the Contract Price. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The surety on each Bond shall be a surety company satisfactory to ADID and listed in the Federal Register and licensed to write surety insurance in the State of Georgia.

**04** **NOTICE AND SERVICE THEREOF**

Any notice to Contractor from ADID or the Project Implementation Manager relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work site.

**05** **SPECIFICATIONS**

.01 The Specifications, the Drawings accompanying them, the Artwork Assessment Manual and the other Contract Documents shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.

- .02 The General Contractor will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.
- .03 Unless otherwise stipulated, the General Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. He shall be responsible for entire Work and every part thereof.
- .04 Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- .05 Upon award of the Contract, the Contractor will be supplied, free of charge, up to three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.

**06 DRAWINGS, ARTWORK ASSESSMENT MANUAL AND SPECIFICATIONS**

- .01 The intent of the Drawings, Artwork Assessment Manual and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the City.
- .02 In case of conflict between the Drawings, Artwork Assessment Manual and Specifications, the Project Implementation Manager shall be notified. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
- .03 If existing utilities or structures are indicated by the Contract Documents, no warranty is made as to the accuracy or completeness of such indication.
- .04 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Project Implementation Manager, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- .05 The Project Implementation Manager may (without changing the scope of the Work) furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor

shall carry out the Work in accordance with the additional detail drawings and instructions.

- .06 Abridging: Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mention therein, or indications on the Drawings of articles, materials, operations, or methods requires that the Contractor:
1. Provide each item mentioned and indicated, of quality or subject to qualifications noted.
  2. Perform according to conditions stated, each operation prescribed.
  3. Provide therefore all necessary labor, equipment, and incidentals.
- .07 Wording: Whenever in these Specifications, Artwork Assessment Manual or on the Drawings the words "directed," "required," "permitted," "ordered," or words of like import are used, it shall be understood that the direction, requirement, permission, or order of ADID is intended, and similar words, "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to ADID.
- .08 Specification Sections: For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make ADID an arbiter to establish limits to the contracts between the Contractor and Subcontractors nor shall such separation be interpreted as superseding normal union jurisdictions.
- .09 Language: Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Contractor is responsible to ADID for the entire Contract and the execution of all work referred to in the Contract Documents.

**07 PRESENT DOCUMENTS GOVERN**

The Contractor shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract Documents for this job shall govern the Work.

**08 CONTRACTOR'S SHOP DRAWINGS**

- .01 The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.
- .02 Shop Drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.

- .03 Shop Drawings must be approved by the Project Implementation Manager before the work in question is performed. Drawings for false work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Contractor's Shop Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his Shop Drawings with the approved Drawings and Specifications.
- .04 It is the responsibility of the Contractor to check all Shop Drawings before same are submitted to the Project Implementation Manager for approval. Shop Drawings which have not been checked and approved by the Contractor will not be approved.
- .05 Shop Drawings shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Shop Drawings and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Contractor.
- .06 The Contractor shall furnish the Project Implementation Manager with at least six copies of all Shop Drawings for approval. Two final approved copies will be returned to the Contractor for his use.
- .07 The Contract Price shall include the cost of furnishing all Shop Drawings and the Contractor will be allowed no extra compensation for such drawings.
- .08 The approval of such Shop Drawings shall not relieve the Contractor from responsibility for deviations from Drawings, Artwork Assessment Manual or the Specifications unless he has in writing called attention to such deviations, and the Project Implementation Manager has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Shop Drawings. When the Contractor does call such deviations to the attention of the Project Implementation Manager, he shall state in his letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

**09**

**INSTRUCTIONS, CHANGES, ETC.**

- .01 All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings, Artwork Assessment Manual and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra work.
- .02 If the Contractor claims that any instruction by Drawings or otherwise involves extra cost or an extension of time, he shall notify the Project Implementation Manager in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that

described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

- .03 No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.
- .04 No extra work is to be performed or any changes made that involves any extra cost or extension of time unless approved by the Project Implementation Manager and authorized by Change Order.

**10** **EXAMINATION OF WORK BY CONTRACTOR**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of ADID or the Project Implementation Manager, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

**11** **MATERIALS, SERVICES, AND FACILITIES**

- .01 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work, in accordance with accepted industry practices within the time specified in the Contract.
- .02 Materials, existing artwork and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
- .03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer.
- .04 Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Project Implementation Manager, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Project Implementation Manager, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter furnish products from other approved sources,

and shall remove completed Work incorporating products which do not meet Contract requirements.

**12** **REQUESTS FOR SUBSTITUTIONS**

Requests for substitutions of products or of a manufacturer or vendor must be accompanied by documentary proof of equality and difference in price and deliveries, if any, in form of certified quotations from Suppliers of both specified and proposed equipment. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Project Implementation Manager. The opinion of the Project Implementation Manager shall be final and no substitute material or article shall be purchased or installed without such written approval.

In case of a difference in price, ADID shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit ADID with any savings to be obtained. However, ADID shall not be charged for any additional cost in case of a price difference.

**13** **INSPECTION AND TESTING OF MATERIALS**

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Project Implementation Manager. The cost of such inspection and testing shall be paid by ADID. The Contractor shall furnish evidence satisfactory to the Project Implementation Manager that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

**14** **INSPECTION OF WORK**

- .01 The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Project Implementation Manager and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Project Implementation Manager or its representative at the site of the Work shall not be construed to, in any manner, relieve the Contractor of this responsibility for strict compliance with the provisions of the Contract Documents.
- .02 If the specifications, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the Project Implementation Manager timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Project Implementation Manager shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor having secured all certificates of inspection will deliver same to the Project Implementation Manager upon completion. If any work should be covered up without approval or consent of the Project Implementation Manager, it shall, if required

by the Project Implementation Manager, be uncovered for examination at the Contractor's expense.

- .03 Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings, Artwork Assessment Manual or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the Project Implementation Manager shall be final and conclusive and binding upon all parties to the Contract.

**15** **AUTHORITY OF THE ARCHITECT**

- .01 The Contractor shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Architect. The Architect shall decide all questions relating to measurements of quantities, the character of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these Specifications will be decided by the Architect.
- .02 The approval of the Architect of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.

**16** **REJECTIONS OF WORK AND MATERIALS**

- .01 All materials and equipment furnished and all work done that is not in accordance with the Drawings, Artwork Assessment Manual or Specifications or that is defective will be rejected. All rejected materials, equipment, or work shall be removed immediately. If rejected materials, equipment, or work is not removed within forty-eight hours from the date of letter of notification, the Project Implementation Manager shall have the right and authority to stop the Contractor and his work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or work at the cost and expense of the Contractor. All rejected materials, equipment, or work shall be replaced with other material, equipment, or work which conforms with the Drawings, Artwork Assessment Manual and Specifications at no additional cost to ADID.
- .02 Inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract and defective work shall be made good regardless of whether such work, material, or equipment has been previously inspected by the Project Implementation Manager and accepted or estimated for payment. The failure of the Project Implementation Manager to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective.

**17** **WEATHER CONDITIONS**

The Contractor will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the Project Implementation Manager any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.

**18** **ROYALTIES AND PATENTS**

The Contractor shall hold and save ADID and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by ADID, unless otherwise specifically stipulated in the Contract Documents.

**19** **CONTRACTOR'S PERSONNEL**

- .01 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Project Implementation Manager prior to start of the Work. The Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor.
- .02 Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

**20** **LINES, GRADES, AND MEASUREMENTS**

- .01 Such stakes and markings as the Project Implementation Manager may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings, or gross negligence on the Contractor's part resulting in loss of same, may result in the Contractor being charged for their replacement.
- .02 The Contractor must exercise proper care and caution to verify the grades and figures given him before proceeding with the Work, and shall be responsible for any damage or defective work caused by his failure of such care and caution. He shall promptly notify the

Project Implementation Manager of any errors or discrepancies he may discover in order that the proper corrections may be made.

**21** PERMITS AND INSPECTION FEES

Permits shall be secured by the Contractor and inspections will be required. The Contractor shall secure and pay for any permits and inspection fees required.

**22** LAWS AND REGULATIONS

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

**23** CONTRACTOR'S OBLIGATIONS

The Contractor shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications, Artwork Assessment Manual and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. He shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plants, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

**24** ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of ADID.

**25 CONTRACTOR'S HOLD HARMLESS AGREEMENT**

The General Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City and ADID from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the City and ADID, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against the City and ADID, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

**26 LAND AND RIGHTS-OF-WAY**

- .01 Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by ADID, and shall conduct his work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate ADID fully for any loss or expense arising from failure of the Contractor to perform as required by such entity.
- .02 The Contractor shall provide at his own expense and without liability to ADID any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

**27 PROTECTION OF WORK, PROPERTY, AND PERSONS**

- .01 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways,

structures, and utilities not designated for removal, relocation or replacement in the course of construction.

- .02 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and safety and protection of the Work, the public, and adjoining property. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- .03 The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. He shall notify the Project Implementation Manager promptly on discovery of any conflict between the Contract Documents and any existing facility.
- .04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the Project Implementation Manager, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra work shall be submitted to the Project Implementation Manager within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.
- .05 All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the City and ADID harmless from the result of any damage that may occur as a result of the Contractor's activities.

**28**

**PRIOR USE BY CITY**

Prior to completion of the Work, the City may take over operation and/or use of the incomplete Project or portions thereof. Such prior use of facilities by the City shall not be deemed as acceptance of any work or relieve the Contractor from any of the requirements of the Contract Documents.

**29**

**CLEANING UP**

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the

Work, the Contractor shall remove all his plans, tools, materials, and other articles from the property of the City.

**30**

**CHANGES IN THE WORK**

- .01 ADID may at any time, as the need arises, order changes within the scope of the Work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.
- .02 The Project Implementation Manager, also, may at any time make changes in the details of the Work by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Project Implementation Manager unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Project Implementation Manager written notice thereof within fifteen days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from ADID.
- .03 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.
  - A. Unit prices previously approved.
  - B. An agreed lump sum.
  - C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount agreed upon but not to exceed eight percent (8%) of the actual cost of such work to cover the cost of general overhead and profit.
  - D. Agreement on any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event that a Change Order increases the Contract Sum, Contractor must include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

**31**

**TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- .01 It is hereby understood and mutually agreed, by and between the Contractor and ADID, that the date of beginning, rate of progress, and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that

the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

- .02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and ADID, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
- .03 If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to ADID, the amount specified herein, not as a penalty, but as liquidated damages.
- .04 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, or to the public enemy, acts of ADID, acts of another contractor in the performance of the contract with ADID, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work.
- .05 Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify ADID, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be supported by the attachment of records of the National Oceanic and Atmospheric Administration showing meaningful variances from historic trends thereby substantiating the fact that weather conditions were abnormal for the relevant period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse weather conditions, and then only for the number of days which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.
- .06 Where the City has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract work items remain outstanding, ADID, at its option, may, in lieu of all or a portion of liquidated damages owed by the Contractor, charge the Contractor for actual cost of administering the Contract for the period subsequent to expiration of the Contract completion date (not to exceed the total amount which could be assessed under liquidated damages).

**32**

**PAYMENTS TO CONTRACTOR**

- .01 Cost Breakdown - The Contractor shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications, and shall be further subdivided into labor and materials.
- .02 Equipment, Materials, and Work Covered by Partial Payments - All equipment, materials, and work covered by progress payments shall, upon payment thereof, become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and work upon which payments have been made, or the restoration of any damaged work.

**33**

**SCHEDULES, REPORTS, AND RECORDS**

- .01 The Contractor shall submit to the Project Implementation Manager such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Project Implementation Manager may request concerning work performed or to be performed.
- .02 Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- .03 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.
- .04 In the event ADID determines that the performance of the Work, or a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, ADID shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, but not limited to: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and/or facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures must continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor is not entitled to an adjustment in the Contract Sum for additional work, equipment or facilities supplied in connection with Extraordinary Measures required by the Owner. ADID may exercise its rights pursuant to this Paragraph as frequently as ADID deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

**34 ADID'S RIGHT TO SUSPEND OR TERMINATE WORK**

- .01 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract Documents, then ADID may, without prejudice to any other right or remedy and after giving the Contractor and his surety a maximum of seven days from delivery of a written notice, declare the Contract in default, take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and call upon the surety to finish the Work by whatever method deemed expedient.
- .02 Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may therefore accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability. If the Contractor can establish or it is otherwise determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the Owner and the rights and obligations of the parties governed accordingly.
- .03 Upon seven days' written notice to Contractor, Owner may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):
  - A. For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
  - B. For expenses sustained in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with Uncompleted Work;
  - C. For amounts paid in settlement of terminated contracts with Subcontractors and Suppliers;
  - D. Reasonable expenses directly attributable to termination including, but not limited to, fees and charges of Project Implementation Managers, architects, attorneys and other professionals, and court costs;
  - E. Contractor shall not be paid on account of anticipatory profits or overhead or consequential damages.

**35**

**ACCEPTANCE OF WORK AND FINAL PAYMENT**

- .01 Before final acceptance of the Work and payment to the Contractor by ADID, the following requirements shall be complied with:
- A. Final Inspection: Upon notice from the Contractor that his work is completed, the Project Implementation Manager shall make a final inspection of the Work, and shall notify the Contractor of all instances where his work fails to comply with the Drawings, Artwork Assessment Manual and Specifications, as well as any defects he may discover. The Contractor shall immediately make such alterations as are necessary to make the Work comply with the Drawings, Artwork Assessment Manual and Specifications.
  - B. Final Payment: When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price and Change Orders to the Contract. The final payment request shall be accompanied by Final Affidavits and Release of Liens for general contractor and subcontractors. The final payment shall not be due until the Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final clean-up.
- .02 Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by ADID. Payments otherwise due the Contractor may be withheld by ADID because of defective work not remedied and unadjusted damage to others by the Contractor or Subcontractors, vendors, or laborers.
- .03 All claims for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by ADID. Failure to present said claims within that period shall constitute a waiver of the claim by the Contractor. All claims are subject to final approval and audit by ADID.

**36**

**GUARANTEE AND CORRECTION OF WORK**

The Contractor shall guarantee all Work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the City, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy any omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period of one year from the date of final acceptance, unless a longer period is elsewhere specified. In the event that the Contractor should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, ADID may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**37**

**VENUE**

The laws of the State of Georgia shall govern the construction of this Contract. The courts of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract.

**END OF SECTION**

**SECTION 00 7300  
SUPPLEMENTAL GENERAL CONDITIONS**

General Notes:

1. SUPPLEMENTS AND CONFLICTING PROVISIONS

The supplements contained in these Supplemental General Conditions modify, change, delete from, or add to the General Conditions of these Contract Documents. In all cases in which the provisions of the General Conditions conflict with the provisions of the Supplemental General Conditions, the provisions of the Supplemental General Conditions shall prevail. Where any article of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

2. GENERAL CONDITIONS

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by these Contract Documents. Any provision of the General Conditions which pertains to a non-existent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Supplemental General Conditions or Specifications shall have no meaning in these Contract Documents and shall be disregarded.

3. DEFINITIONS

A. DEPARTMENT – Shall refer to the Georgia Department of Transportation.

B. OWNER – Shall refer to the City of Atlanta.

C. FINAL ACCEPTANCE -That date as certified by the Engineer when the project is complete, all work is complete, and all requirements in accordance with the contract documents are complete.

D. PROJECT IMPLEMENTATION MANAGER – Shall refer to Atlanta Downtown Improvement District, Inc., (Also known as “ADID”).

E. PROJECT MANAGER – Shall refer to Silverman Construction Program Management, Inc., 1075 Zonolite Rd., Suite 5, Atlanta, GA 30306.

F. SUBSTANTIAL COMPLETION -That date as certified by the Project Implementation Manager when the construction of the project is sufficiently completed, in accordance with the contract documents, so that the project can be utilized for the purpose for which it is intended. The date of Substantial Completion shall constitute the contract time for purposes of liquidated damages.

G. SPONSOR – Shall refer to the City of Atlanta.

#### 4. INTENT OF CONTRACT DOCUMENTS

It is the intent of these Contract Documents to prescribe a complete work program and that the Contractor shall (a) furnish all labor, materials, products, supplies, tools, equipment, transportation, and all incidental work necessary for the successful execution and completion of the work in accordance with these Contract Documents and to complete the project in an acceptable manner, ready for use by the City of Atlanta within the time specified herein; and (b) carry out all duties and obligations imposed by these Contract Documents.

The Contractor shall provide all work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable foundation preparation, base, or support and a reasonable finish consistent with adjacent work that is shown or specified. The Contractor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated.

All of the work shall be done and all materials furnished according to the provisions of the Specifications and Artwork Assessment Manual and in conformity with the dimensions, cross-sections, alignment, grades, tolerances and all other details and notations shown on the plans and approved shop and working drawings, except that deviations from the plans, approved shop and working drawings, and specifications may be permitted by the Architect when in his opinion such deviations are immaterial and are not detrimental to the overall quality of the Work. The decision of the Architect, in these respects, shall be final and conclusive; nor shall the Contractor claim extra compensation.

Allowable deviations, other than specified tolerances from the plans and working drawings, as may be required by the exigencies of construction, will in all cases be determined by the Architect. The dimensions shown on the plans shall be attained within the limits of precision that good construction practices will permit.

The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under these Contract Documents, whether performed either directly by the Contractor or by any Subcontractor.

It is understood and agreed that the work shall be performed according to the intent of these Contract Documents.

#### 5. SUBSTITUTE EQUIPMENT, "OR EQUAL" CLAUSE

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, catalogue numbers, etc., and is accompanied by the phrase "or equal," or "or approved equal," it is intended to establish a standard; and, materials, articles, 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, article, or equipment so proposed, is, in the opinion of the Project Implementation Manager, of equal substance and function. It shall not be purchased or installed by the Contractor without the Project Implementation Manager's written approval.

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's name, trade name, catalogue number, etc. and is accompanied by the phrase "or equal," "or approved equal," or the like, it is intended for, the specified material, article, or piece of equipment to be furnished as specified. If after Contract award, the Contractor wants to substitute an alternate material, or piece of equipment for that specified when no "or equal" has been

allowed, the Project Implementation Manager may approve its use, if in the opinion of the Project Implementation Manager, such material, article, or piece of equipment is of equal function to that specified. Any cost savings for use of the substitute will be deductible from the Contract Price and the use of the substitute will be approved by a Change Order to the Contract Documents.

#### 6. ERRORS AND OMISSIONS

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications but if such error or omission does occur, the Engineer shall have the authority to make corrections and interpretations deemed necessary to fulfill the intent of the plans and specifications; nor shall such corrections or interpretations, if any, be construed as a waiver of any Contract provision.

#### 7. AUTHORITY OF THE PROJECT IMPLEMENTATION MANAGER

The inspection of the performance and execution of the work under these Contract Documents is vested wholly in the Project Implementation Manager or in his authorized representative or agent, acting in any and all capacities assigned to him in these Contract Documents. The Project Implementation Manager may authorize a person to act as the Project Implementation Manager's authorized representative or agent in carrying out the duties specified in these Contract Documents. The instructions of the Project Implementation Manager, or authorized representative, shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance of the Contract and rate of progress of the work; all questions which may arise as to the interpretation of the Drawings, Artwork Assessment Manual, Specifications, and other Contract Documents; all questions as to the intent of these Contract Documents; all questions as to the acceptable completion of the work covered by these Contract Documents; and all questions as to compensation. Upon written request from the Contractor, written instructions will be furnished on any important item.

The decision of the Project Implementation Manager, or authorized representative, shall be final and binding on all questions concerning the execution of the work and interpretation of the Drawings, Artwork Assessment Manual, Specifications, and other Contract Documents, and he shall have the authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

The Project Implementation Manager, or authorized representative, shall have authority to suspend operations at any time, without additional cost to the Project Implementation Manager, when the work, in the Project Implementation Manager's opinion, is not being carried out in conformity with the Drawings, Artwork Assessment Manual, Specifications, and other Contract Documents.

The Project Implementation Manager, or authorized representative, shall have the authority to make, without prior notice to the Surety, from time to time, such alterations in the Drawings or in the character of the work as he may consider necessary or desirable to complete the proposed work to his satisfaction and consistent with the general intention of the Contract Documents. Notice of every such alteration or change shall be given in writing to the Contractor, and no such alteration or change shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any of such provisions.

The Implementation Manager, or authorized representative, may appoint Inspectors as are necessary to observe the performance of the work under these Contract Documents and the amount, character, and quality of materials supplied.

The Project Implementation Manager has authorized Silverman Construction Program Management as its' authorized representative and Project Manager.

#### 8. AUTHORITY AND DUTIES OF PROJECT MANAGER

The Project Manager is authorized to observe all work done and materials furnished under these Contract Documents. Such observation will extend to all or to any part of the work and to the preparation, fabrication, or manufacture of the materials, or products to be incorporated in the work.

The authority and duties of the Project Manager, under authorization from the Project Implementation Manager, are to examine the materials and products furnished; observe the work done; call to the attention of the Contractor any deviation from these Contract Documents and; report the results of the examinations and observations to the Project Implementation Manager.

The Project Manager will not be authorized to revoke, alter, enlarge, or relax any requirements of these Contract Documents, nor to approve or accept any portion of the work, nor will they be authorized to issue instructions contrary to these Contract Documents. They will in no case act as foremen nor will they interfere with management of the work.

#### 9. EMERGENCY PROTECTION

Whenever, in the opinion of the Project Implementation Manager, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under these Contract Documents or of adjacent structures or property, and whenever, in the opinion of the Project Implementation Manager, an emergency has arisen and immediate action is considered necessary, then the Project Implementation Manager, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor, and, if the same is not paid on presentation of the bills therefore, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage that may occur.

#### 10. INSURANCE & BONDING REQUIREMENTS

The following requirements apply to any and all work under this Agreement and/ or any agreement between the Project Implementation Manager and any Contractor. Compliance is required by Contractor and/or subcontractor(s) of any tier. Insurance and bonding requirements are based on information received as of the date of execution of this Agreement. The Project Implementation Manager reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.

##### A. Evidence of Insurance Required Before Work Begins

Contractor and subcontractor(s) of any tier may not commence any services of any kind under this Agreement or any agreement with the Project Implementation Manager until all insurance and bonding requirements of this Agreement have been complied with and until evidence of compliance satisfactory to the Project Implementation Manager as to form and content has been filed with the Project Implementation Manager. Prior to starting work, all Contractor(s) and subcontractor(s) of any tier shall deliver to the Project Implementation Manager, a certificate of insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect. Certificates shall be in the

form provided by the Implementation Manager or if none is provided in a form acceptable to the Project Implementation Manager. The policy will provide that advance written notice will be given to the Sponsor and Project Implementation Manager thirty (30) days prior to cancellation for other than nonpayment; termination; or material alteration, of said policies of insurance. Termination for nonpayment shall require ten (10) days notice. Certificates shall identify on their face the project name, any applicable contract number, notice of termination requirements and additional insured. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

B. Minimum Financial Security Requirements

All bonding and insurance companies providing insurance or bonds required by this Agreement or any agreement between the Project Implementation Manager and any Contractor must meet certain minimum financial security requirements. These requirements conform to the rating published by A.M. Best & Co. and a current Best's Key Rating Guide-Property-Casualty. All companies providing bonds or insurance under this Agreement or any agreement between the Project Implementation Manager and any Contractor must:

1. Have a current Best's' Rating not less than A- ;
2. Have a current Best's Financial Size Category not less than Class IX;
3. Be authorized to conduct and transact insurance and surety contracts by the Insurance Commissioner, State of Georgia; and,
4. Be a U.S. Treasury Circular 570 listed company, if providing payment or performance bonds.

C. Failure to Meet Minimum Financial Security Requirements.

If the issuing company does not meet these minimal requirements, or for any other reason is unsatisfactory to the Project Implementation Manager, the Contractor or subcontractor of any tier covered under said policy or bond must promptly obtain a new policy or, bond issued by an insurer / surety acceptable to the Project Implementation Manager and to submit evidence of that satisfaction to the Project Implementation Manager. Upon failure of Contractor or subcontractor of any tier to furnish, deliver and maintain such insurance and bonds as provided in this Agreement, the Project Implementation Manager may at its election declare this Agreement suspended, or terminated. Failure of any Contractor or subcontractor of any tier to obtain and keep in force any required insurance or bonding shall not relieve the Contractor or subcontractor of any tier from any liability under the terms of this Agreement or any agreement with the Project Implementation Manager, nor shall these requirements be construed to conflict with or supersede any obligation relating to indemnification.

D. Insurance and Bonding Required for Duration of Contract

Any and all bonds and insurance required by this Agreement or any agreement between the Project Implementation Manager and any Contractor shall be maintained during the entire length of the Agreement, including any extension thereto and until all work has been completed to the satisfaction of the Project Implementation Manager. The Project Implementation Manager shall have the right to

inquire into the adequacy of the insurance coverages and bonds set forth in this Agreement or any agreement between any Contractor and to negotiate such adjustments as reasonable and necessary.

E. Duty to Investigate and Report All Claims

Contractor and subcontractors must promptly investigate all accidents and claims for damages relating to the subject matter of this Agreement or any agreement between the Project Implementation Manager and any Contractor, and must file a full and timely written report to the appropriate insurance company (with a copy to the Project Implementation Manager) All reports must be timely filed with the appropriate insurance company under the terms of the applicable insurance policy.

F. Sponsor and Project Manager as Additional Insured

The Sponsor and Project Manager must be covered as additional insured under all insurance required by this Agreement or any agreement between the Project Implementation Manager and the Contractor, and that insurance must be primary with respect to the additional insured, insuring the Project Implementation Manager for its own actions and the actions of the Project Implementation Manager as well as all Contractor or subcontractor(s) of any tier under this Agreement or any agreement between the Project Implementation Manager and any Contractor and not simply vicariously through the actions of the Contractor or subcontractor(s) of any tier. Confirmation of this must appear on the Accord Certificate of Insurance and on all applicable insurance policies.

G. Mandatory Notices of Cancellation or Material Change

The Sponsor and the Project Implementation Manager must, without exception, be given not less than thirty (30) days prior written notice of cancellation for other than non-payment of premium or for material changes of any insurance or bond required by the Agreement or any agreement between the Project Implementation Manager and any Contractor. Non-payment of premium must require 10 Days prior written notice of cancellation. Confirmation of these mandatory notices of cancellation requirements must appear on the Accord Certificate of Insurance and all insurance policies required by this Agreement.

H. Insurance Policies

Contractor must cause to be placed and kept in force all forms of insurance required by law or needed to adequately protect the Sponsor and the Project Implementation Manager with respect to the this Agreement or any agreement between the Project Implementation Manager and Contractor, including, but not limited to the following and in the amount as shown on the sample Certificate of Insurance form (which is the last page of this section):

1) Workers' Compensation and Employer's Liability Insurance. Contractor and subcontractors of any tier must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in any work under the Agreement:

- (a) Workers' Compensation. Statutory
- (b) Employer's Liability
  - (i) Bodily Injury by Accident/Disease \$100,000 each accident
  - (ii) Bodily Injury by Accident/Disease \$100,000 each employee
  - (iii) Bodily Injury by Accident/Disease \$500,000 policy limit

- 2) General Liability Insurance and Excess Liability. Contractor and subcontractors of any tier must procure and maintain General Liability and Excess Liability Insurance in an amount as shown on the sample Certificate of Insurance form at the end of this section for Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage must be provided and must be indicated on the Accord Certificate of Insurance;
  - (a) Comprehensive Form
    - (i) Contractual Insurance (Blanket or specific applicable to the Agreement)
    - (ii) Personal Injury
    - (iii) Broad Form Property Damage
    - (iv) Premises-Operations
- 3) Automobile Liability Insurance. Contractor and subcontractors of any tier must procure and maintain Automobile Liability Insurance with not less than \$1,000,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage must be provided and must be indicated on the Accord Certificate of Insurance:
  - (a) Comprehensive Form
  - (b) Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event Contractor or a subcontractor does not own any automobiles in the corporate name, non-owned vehicle Coverage must apply and must be endorsed on either said Contractor's or subcontractor's personal automobile policy or the Comprehensive General Liability Insurance coverage required under the Agreement.

- 4) Bonding Requirements:
  - (a) Performance Bond. General Contractor who enters into an agreement with the Project Implementation Manager to perform work under this Agreement must furnish a Performance Bond to the Project Implementation Manager in an amount of at least 100% of the total amount payable under said agreement.
  - (b) Payment Bond must be in compliance with GDOT Specification 103.05. Georgia-resident Contractor who enters into an agreement with Project Implementation Manager to perform work under this Agreement must furnish a Payment Bond to the Project Implementation Manager in an amount of 110% of the contract amount payable under said agreement and shall be for the use and protection of all subcontractors of any tier and all persons supplying labor, materials, machinery and equipment in the prosecution of the work provided for in said agreement. Georgia non-resident Contractor shall post a payment bond of 100% and a 10% tax payment bond.
  - (c) Bond Forms; Power of Attorney; Financial Security. General Contractor must furnish the Performance and Payment Bond required in a form acceptable to the Project Implementation Manager. The individual executing the bonds on behalf of the surety must 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 the surety. Each surety shall meet the minimum financial security requirements set forth in this Agreement.

## 11. LABOR

The Contractor shall employ only workmen who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work.

If any person employed by the Contractor on the work appears to the Project Implementation Manager to be incompetent or to act in a disorderly or improper manner, the person shall be discharged immediately on the request of the Project Implementation Manager, and such person shall not again be employed on the work.

All labor described in these Contract Documents or indicated on the Drawings and the work specified or indicated, shall be executed in a thoroughly professional workmanlike manner and by persons skilled in the applicable trade. All materials, fixtures, and apparatus shall be installed in an undamaged condition.

The Contractor shall, at all times, enforce strict discipline and good order among his employees. No intoxicating liquor will be allowed on the project.

The Contractor and all Subcontractors shall comply with all ordinances, laws, and regulations applicable to the work regarding labor and mechanics.

#### 12. PROJECT IMPLEMENTATION MANAGER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

The Contractor shall, at the Project Implementation Manager's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

If the Contractor fails to do so, then the Project Implementation Manager may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Project Implementation Manager has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the Project Implementation Manager to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Project Implementation Manager shall be deemed the agent of the Contractor, and any payment so made by the Project Implementation Manager shall be considered as a payment made under the contract by the Implementation Manager to the Contractor, and the Project Implementation Manager shall not be liable to the Contractor for any such payments made in good faith.

#### 13. FINAL PAYMENT

Upon Final Completion of the Work in accordance with the Contract Documents, the Contractor will be authorized to prepare a final estimate of the work and a Final Payment request. The Project Implementation Manager will review the final payment request and will, if all items are satisfactory, recommend approval. The Implementation Manager will submit the final estimate and the final payment request, together with a certification stating that the work is complete and in substantial conformance with these Contract Documents. The entire balance found to be due the Contractor, except such sums as may be lawfully withheld by the Implementation Manager, will be paid to the Contractor.

#### 14. SUBSTANTIAL COMPLETION OF THE WORK

Upon receipt of written notice from the Contractor that the work, or acceptable portion thereof, is substantially complete in conformance with these Contract Documents and submission of a list of items to be completed or corrected, the Project Implementation Manager's authorized representative, will promptly make an inspection for substantial completion of the work, including any tests of operation, performance tests, material tests, and such other tests as specified or as the Project Implementation Manager deems necessary, desirable, or proper. After completion of the inspection and tests and preparation of a detailed list of items to be completed or corrected, as determined by the inspection, the Project Manager, if in his professional judgment and opinion the Contractor's statement appears

correct, will inform the Project Implementation Manager in writing that he has examined the work, that it is substantially in conformance with these Contract Documents, and that he recommends the work be accepted as substantially complete. The written recommendation of acceptance of the work as substantially complete from the Project Implementation Manager shall be accompanied by the list of minor items to be completed or corrected. It is understood and agreed that such notice from the Project Implementation Manager does not in any way relieve the Contractor from any duties, responsibilities, and obligations of these Contract Documents.

Should the Project Implementation Manager consider that the work is not substantially complete, he will immediately notify the Contractor, in writing, stating the reasons for his determination. The Contractor shall complete the work and send another written notice to the Project Implementation Manager certifying that the work or designated portion thereof is substantially complete. The Implementation Manager's authorized representative, will re-inspect the work.

The Project Implementation Manager may withhold an amount equal to 200 percent of the value of any remaining incomplete work until final payment.

If the Project Manager's recommendation is acceptable to the Implementation Manager, the Implementation Manager will notify the Contractor in writing that the work is accepted as substantially complete and will establish the date of substantial completion after which time any liquidated damage charges shall cease. This date so established shall be construed as completion of the contract time. It is understood and agreed that said notice from the Project Implementation Manager shall not in any way be construed to relieve the Contractor from any duties, responsibilities, or obligations of the Contract Documents or from his responsibility to deliver a complete work in accordance with the intent of these Contract Documents. Prior to or immediately after the substantial completion date, the Contractor shall submit the following:

- a. Any remaining Operation and Maintenance data or manuals.
- b. Project Record Documents.
- c. Contractor's Affidavit of Payment of Debts and Claims.
- d. Contractor's Affidavit of Release of Liens.
- e. Subcontractor Affidavit of Release of Liens
- f. Consent of Surety Company to Final Payment.
- g. All required warranties

## 15. FINAL COMPLETION

Upon receipt of written notice from the Contractor that all items listed for completion or correction during the inspection for substantial completion have been performed and that the work has been completed in conformity with the Contract Documents, the Project Implementation Manager shall schedule the final inspection. The Project Implementation Manager will examine the work, in company with the Project Implementation Manager's authorized representative, making additional tests and investigations as he may deem proper and using all of the care and judgment normally exercised in the examination of the completed work by a properly qualified and experienced professional Engineer and shall satisfy himself that the Contractor's statement appears to be correct.

Should the Project Implementation Manager determine that the work is not finally complete; he will notify the Contractor in writing stating reasons for his determination. The Contractor shall take immediate steps to remedy the stated deficiencies and/or conditions and, after correction of the deficiencies and/or conditions, send another written notice to the Project Implementation Manager

certifying that the work is complete. The Project Implementation Manager, in company with the Project Implementation Manager's authorized representative, will re-inspect the work.

After a satisfactory final inspection, the Project Implementation Manager's representation shall notify the Project Implementation Manager in writing that he has examined the work and that, in his opinion, it appears to conform to these Contract Documents and therefore recommends the work be accepted for final completion. It is understood and agreed that such statement by the Project Implementation Manager does not in any way relieve the Contractor or his Sureties from any duties, responsibilities, and obligations under these Contract Documents.

After the Project Implementation Manager recommends the work for final completion, the Project Implementation Manager will promptly notify the Contractor in writing. If the Project Implementation Manager does not concur, the Project Implementation Manager will promptly notify the Contractor in writing that he does not accept the work as complete, stating the deficiencies and/or conditions that shall be corrected or resolved before final completion will be issued. After the deficiencies and/or conditions are corrected or resolved and the Project Implementation Manager is satisfied that the work is complete, the Project Implementation Manager will issue to the Contractor notice of final completion. The guarantee period(s), as specified, shall begin on the date the Contractor is notified by the Project Implementation Manager of final completion.

It is understood and agreed that said notice of final completion or final payment by the Project Implementation Manager shall not in any way be construed to relieve the Contractor, or his Sureties from any duties, responsibilities or obligations under or in connection with these Contract Documents.

#### 16. GEORGIA SALES TAX

The Contractor shall furnish the Project Implementation Manager with certified copies of paid invoices (or other proof) indicating Georgia Sales Tax paid on items for which the Project Implementation Manager is eligible for tax refunds. Tax refunded will be to the Project Implementation Manager, with none credited to the Contractor.

#### 17. MAINTENANCE OF CONTRACT COST RECORDS

The Contractor shall maintain, and shall cause by contract its sub-contractors to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project and used in support of its bid, shall make such material available at all reasonable times during the period of the Agreement between the Project Implementation Manager and the Department and for three years from the date of final payment under the Agreement between the Project Implementation Manager and the Department, for inspection by the Department, FHWA or the Sponsor and any reviewing agencies, and copies thereof shall be furnished upon request.

#### 18. WORK STOPPAGE

In the event of the discovery of significant archaeological remains, construction shall be stopped and the Project Implementation Manager shall notify the Georgia Department of Natural Resources of the discovery. In this context, to be "significant," such remains would have to be able to provide important and non-redundant information that could not be obtained from other sources. The Project Implementation Manager shall notify the Georgia Department of Natural Resources of the discovery of intact cultural features such as, but not limited to, foundations and wells. The construction shall remain

stopped until the Georgia Department of Natural Resources has completed their evaluation of the remains.

19. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. And 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

20. DAVIS-BACON ACT OF 1931

Contractor(s) and subcontractor(s) will comply with all applicable requirements of the Davis -Bacon Act of 1931, 40 U. S. C. 276(a) as prescribed by 23 U. S. C. 113, for Federal-aid highway projects per the wage determination rates in this Project Manual. Contractor(s) and subcontractor(s) will also comply with 29 CFR part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Contractor(s) and subcontractor(s) will use Optional Form WH-347 that includes the required statement for compliance (OMB No.1215-0149). This form can be found at the following web site - <http://www.dol.gov/esa/forms/whd/wh347.pdf>.



**SECTION 00 7305  
SPECIAL CONDITIONS**

**1.0 GENERAL**

**1.0 DESCRIPTION OF WORK**

- A. The project generally includes restoration of existing artwork and addition of accent lighting for artwork.
- B. The limits of work are as defined on the Drawings, Artwork Assessment Manual and in the Specifications and other Contract Documents.
- C. It is the intent of these Specifications that the Contractor shall perform all incidental items of Work and furnish all items of incidental material and equipment required to construct the completed Project even though such items are not covered in detail in the Contract Documents.
- D. Each section of type of work is described separately in the General Requirements and Technical Specifications (Divisions 1-50). However, should any item of material, equipment, work or combinations of such be required in one section and not be described in that section and a similar item is described in another section, that description shall apply regardless of the section under which it is described.

**1.02 SITE OF THE WORK**

- A. The site of the proposed Work is located in the City of Atlanta, GA as shown on the project documents.
- B. Work Schedule  
Furnish to the Project Implementation Manager, for review, a construction progress schedule as specified in Section 01 5526 Construction Scheduling and Traffic Control of these Specifications.

**1.03 MATERIALS**

- A. All materials, unless otherwise specified, will be furnished new and installed by the Contractor. The following materials will be either salvaged or supplied by the Project Implementation Manager and installed by the Contractor:
  - 1. CODA Wayfinding Signage Panel System.
  - 2. Tnemec Paint remaining from paint test July 2011.
  - 3. Graffiti Melt existing containers.
  - 4. Signage panel insert for CODA Wayfinding Signage Panel System in Mayor's Park.
- B. Except as otherwise specified as indicated on the Drawings and the Artwork Assessment Manual all materials to be removed shall be the property of the Contractor and shall be removed from the site and disposed of by the Contractor.
  - 1. Guard rail is the property of Georgia Department of Transportation.

**1.04 OBSTRUCTIONS**

- A. Outrigger supports for the interstate are not shown on the drawings. Structural steel for the formation of the bridge decks are not shown on the drawings. All above ground obstructions are shown on the Drawings. However, the Contractor shall verify these on the ground and provide for all obstructions

encountered and shall use utmost caution in all operations to avoid damage to existing pipes, sewers, conduits, cables, pole lines, structures, etc., whether or not shown on the Drawings. Any damage to any existing structures or utilities shall be repaired or made good by the Contractor at no expense to the Project Implementation Manager.

- B. The Project Implementation Manager will obtain the necessary easements for construction across public and private property, streets, railroads, telephone lines, power lines, etc. The Contractor shall abide by all rules, regulations, and requirements of the Owner of such property in regard to the construction under this Contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever additional costs are incurred due to such requirements, all such costs shall be included in the bid price. No additional compensation will be allowed for such costs after award of the Contract.

#### **1.05 ENVIRONMENTAL PROTECTION**

- A. During construction the Contractor shall install erosion control per plans and/or other preventive measures as may be required by governing laws or ordinances to prevent siltation and soil erosion. All such work shall be done without additional cost to the Project Implementation Manager.
  - 1. The Contractor is responsible for the installation and maintenance of all temporary erosion and sediment control measures throughout the extent of the contract period. All such measures will comply with the Manual for Erosion and Sediment Control in Georgia, 2000, Fifth Edition with amendments, published by the Georgia Soil and Water Conservation Commission.
  - 2. Silt fence shall meet the requirements of Section 171- Silt Fence of the Department of Transportation, State of Georgia Standard Specifications Construction of Transportation Systems 2001 Edition.
  - 3. Erosion control measures will be inspected at least weekly and after each rain and repaired by the Contractor. Additional erosion and sediment control measures will be installed by the Contractor if deemed necessary by on-site inspection.
- B. The Contractor will restore all disturbed areas to their present or better condition upon completion of the construction.
- C. The Contractor shall obtain such permits as required in accordance with the Georgia Erosion and Sedimentation Control Act and other applicable laws and ordinances.

#### **1.06 NATIONAL SAFETY CODE PROVISIONS**

- A. The Contractor shall be responsible for keeping the Project Implementation Manager advised of any conflicts due to any provisions or changes in the Safety Code that affect the Work as shown on the Drawings and as described in the Artwork Assessment Manual and Specifications. It shall be the Contractor's responsibility to observe all provisions of the National Safety Code, keeping current with changing requirements, in all phases of the Work at all times

**1.07 CONTRACTOR'S RESPONSIBILITY FOR WORK**

- A. All work under this Contract shall be under the care of the Contractor and he/she shall take every necessary precaution against injury or damage to the same, until final written acceptance is received. The Contractor shall rebuild, repair, restore and make good, at his/her own expense, all damage or injury occasioned by the action of the elements, or any other cause whatsoever, before its final completion or acceptance.

**1.08 OTHER CONTRACTS**

- A. The Project Implementation Manager may award other contracts for additional work and the Contractor shall fully cooperate with other contractors and carefully fit his/her own work to that provided under other contracts as may be directed by the Project Implementation Manager. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor.

**1.09 USE OF CHEMICALS**

- A. All chemicals used during the Project construction or furnished for Project operation, whether, pesticide, herbicide, disinfectant polymer, reactant or of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions.

**1.10 SUBSTITUTIONS**

- A. Where major equipment is specified to be furnished by one named manufacturer and "or equal" is not listed, then the manufacturer is designated as a sole source supplier. Only such named manufacturer may be used in the Bid. Where more than one manufacturer is named, either manufacturer may be used in the Bid. Specifications and Contract requirements are not waived by this.
- B. The Project Implementation Manager reserves the right to accept or reject any and all substitutions that may be offered.
- C. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Project Implementation Manager.

**1.12 DRAWINGS AND DETAILS**

- A. By reference the project documents includes Georgia Department of Transportation Standard Specifications, 2013 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project apply to this project.
- B. Following in Section 00 0115 is a list of Drawings which accompany and form part of these Contract Documents.
- C. Additional details will be supplied if necessary during the progress of the work for further clarification of the Plans. Such additional drawings shall be as binding upon the Contractor as the Original Drawings.

**1.13 NOTICE OF COMMENCEMENT**

- A. The contractor shall post on the public works construction site and file with the clerk of the Superior Court in the county in which the site is located a notice of commencement no later than 15 days after the Contractor physically commences work on the project and supply a copy of the notice to any subcontractor, materialman, or person who makes written request of the Contractor. Failure to supply a copy of the notice of commencement within ten calendar days of receipt

of the written request from the subcontractor, materialman, or person shall render the provisions of paragraph (1) of subsection (a) of Georgia Code Section 36-91-73 inapplicable to the subcontractor, materialman, or person making the request. The notice of commencement shall include:

1. The name, address, and telephone number of the Contractor
  2. The name and location of the public work being constructed or a general description of the improvement
  3. The name and address of the governmental entity that is contracting for the public works construction
  4. The name and address of the surety for the performance and payment bonds, if any
  5. The name and address of the holder of the security deposit provided, if any.
- B. Failure to file a notice of commencement shall render the notice to contractor requirements of paragraph (1) of subsection (a) of Georgia Code Section 36-91-73 inapplicable.

**END OF SECTION**

**SECTION 01 1100  
SUMMARY OF WORK**

**PART 1 GENERAL**

**1.01 SCOPE**

- A. The intent and meaning of these Contract Documents is that the Contractor, under the terms of the Contract, shall take all actions necessary and require to provide all labor, plants, materials, supplies, equipment, transportation, permits, facilities, and items which are indicated or implied by each drawing and each section of the specifications, all of which are collectively necessary and required for the construction of the described Project. The project consists of repair and restoration of existing exterior artwork, new fencing, landscaping, signage and accent lighting for artwork.
- B. Definitions: Specific definitions related to terminology of this section include, but are not limited to the following:
1. Work: Refer to the General Conditions of Implementation Manager/Contractor Agreement.
  2. Project: Refer to the General Conditions: the terms "Work" and "Project" have substantially the same meaning in these Contract Documents; because, substantially, the Work of the Contract is recognized to be the complete project.
  3. Project Description: The name of the project is as listed on the title page of the drawings and project manual.

**1.02 SUMMARY**

- A. Background  
The existing public art at Folk Art Park was part of the *Public Spaces in the New American City* design competition for "left-over" spaces in downtown Atlanta to help prepare the City of Atlanta to host the 1996 Centennial Olympic Games. The design competition was co-sponsored by the Architecture Society of Atlanta and the Corporation for Olympic Development in Atlanta (CODA). CODA was tasked to transform downtown Atlanta with new streetscapes, parks, public art in roadways and corridors from MARTA stations and hotels to venue sites and Centennial Park.

The site is located on two bridge overpasses at Piedmont Avenue and Baker Street and Courtland Avenue and Ralph McGill Boulevard. The Folk Art Park site is owned by the Georgia Department of Transportation (GDOT) and was the first ever public art project for GDOT.

- B. Project components  
The project is comprised of four components that improve the pedestrian experience and safety at the site.
1. Improved use of the site with trashcans and bike racks provided and installed by ADID.
  2. Improved lighting with additional lighting, and replacement and repair of existing lights.

3. Improved artwork interpretation and orientation between the two sites with vertical signage panels, site specific pedestrian panels and dedication panels.
4. Improved artwork site environments through sculpture repair, painting, anti-skateboard and bird deterrents, and fencing off of a grassed area.

C. Sculptures

Folk Art Park celebrates the richness and diversity of folk art in Georgia and the American South.

Consisting of 67 sculptures and other works representing 23 contemporary folk artists from five southern states the works are situated within 7 site environments. Each site environment depicts different themes of southern folk art.

Because of higher wind velocities and bridge vibrations the sculptures were built in solid materials of concrete and metal. Height was also restricted to prevent distraction to motorists below. The artworks are copyright registered; as such no alterations, changes or artistic licenses are allowed to be made to make the repairs.

D. Sculpture Site Environments

1. Piedmont Bridge
  - a. Zone A Quilt Traditions
  - b. Zone B Sculpture Garden
  - c. Zone C Homage to Howard Finster
2. Courtland Bridge
  - a. Zone G Windmills and Whirligigs
  - b. Zone H1 Rolling Hills of Georgia
  - c. Zone H2 Animals
  - d. Zone I Homage to St. EOM's Pasaquan
  - e. Zone J The Gourd Tree

E. Refer to Specification section 01 3507 Artwork Assessment Manual.

F. The Work of this contract includes Drawings and Specifications referred to in the Contract Documents prepared by Robinson Fisher & Associates, Inc.

G. The Work of this contract includes Artwork Assessment Manual referred to in the Contract Documents prepared by Patricia Kerlin Architect, Inc. on behalf of the Atlanta Public Arts Legacy fund (APAL) of The Community Foundation for Greater Atlanta, Inc.

**1.03 SUMMARY BY REFERENCE**

A. The Work can be summarized by reference to the requirements of the various Contract Documents, which in turn make references to the requirements of other applicable provisions which control or influence the Work and these references can be summarized but are not necessarily limited to the following:

1. Unexecuted Implementation Manager/Contractor Agreement (included).

2. General and Supplementary Conditions (included).
3. Drawings as listed in the "Index of Drawings" located in the Implementation Manager/Contractor Agreement.
4. Addenda and modifications to the Contract Documents (distributed by transmittal subsequent to the binding thereof).
5. Governing regulations which have a bearing on the performance of Work. Copies can be obtained from or reviewed at the Local, State or Federal Agencies responsible for the regulation in each case.
6. Submittals: Copies shall be retained by the Contractor.
7. Miscellaneous elements: Information having a bearing on the performance of the Work, such as weather forecasts and reports of general trade union negotiations; copies must be obtained by the Contractor through normal channels of information.

PART 2 - EXCLUDED

PART 3 - EXCLUDED

**END OF SECTION**

**SECTION 01 2513**  
**PRODUCT SUBSTITUTION PROCEDURES**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

Drawings, Artwork Assessment Manual and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

**1.2 SUMMARY:**

This Section specifies administrative and procedural requirements for handling requests for substitutions.

The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittal Procedures."

Standards: Refer to Section "Definitions" for applicability of industry standards to products specified.

Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment."

**1.3 DEFINITIONS:**

Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor are considered requests for "substitutions." The following are not considered substitutions:

- Revisions to Contract Documents requested by the Project Implementation Manager or Design Consultant.
- Specified options of products and construction methods included in Contract Documents.
- The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

**1.4 SUBMITTALS:**

Substitution Request Submittal: Requests for substitution will be considered if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Project Implementation Manager.

Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Proposals. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section, and Drawings numbers and/or Artwork Assessment. Provide complete

documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

- Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
- Samples, where applicable or requested.
- A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
- Coordination information, including a list of changes or modifications needed for other parts of the Work and for construction performed by the Project Implementation Manager and separate Contractors that will become necessary to accommodate the proposed substitution.
- A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
- Cost information, including a proposal of the net change, if any in the Contract Sum.
- Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

Design Consultant's Action: Within one week of receipt of the request for substitution, the Project Implementation Manager will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Project Implementation Manager will notify the contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

Conditions: The Contractor's substitution request will be received and considered by the Project Implementation Manager when one or more of the following conditions are satisfied, as determined by the Project Implementation Manager; otherwise requests will be returned without action except to record noncompliance with these requirements.

- Extensive revisions to Contract Documents are not required.
- Proposed changes are in keeping with the general intent of Contract Documents.
- The request is timely, fully documented and properly submitted.
- The request is directly related to an "or equal" clause or similar language in the Contract Documents.
- The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
- The specified product or method of construction cannot receive necessary approval by a

governing authority, and the requested substitution can be approved.

- A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Design Consultant for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
- The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the contractor certifies that the substitution will overcome the incompatibility.
- The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
- The specified product or method of construction cannot provide a warranty required by the Contract documents and where the Contractor certifies that the proposed substitution provide the required warranty.

The Contractor's submittal and Project Implementation Manager's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

**SECTION 01 3000**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Pre-Installation meetings.
- D. Progress photographs.
- E. Coordination drawings.
- F. Submittals for review, information, and project closeout.
- G. Submittal procedures. See also 01 3300 Submittal Procedures.

**1.02 PROJECT COORDINATION**

- B. Cooperate with the Project Implementation Manager in allocation of mobilization areas of site; for field offices and sheds, for construction access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Implementation Manager.
- D. Comply with Project Implementation Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, recommendations, and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Implementation Manager for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Implementation Manager.
- G. Make the following types of submittals to Project Implementation Manager:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Manufacturer's instructions and field reports.
  - 6. Applications for payment and change order requests.
  - 7. Progress schedules.
  - 8. Coordination drawings.
  - 9. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 ELECTRONIC DOCUMENT SUBMITTALS**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via Internet.
  - 1. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, and any other document any participant wishes to make part of the project record.
  - 2. It is Contractor's responsibility to submit documents in PDF format.
  - 3. All other specified submittal and document transmission procedures apply, except that electronic document requirements to not apply to samples or color selection charts.

### **3.02 PRECONSTRUCTION MEETING**

- A. Project Implementation Manager will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. The City of Atlanta.
  - 2. Georgia Department of Transportation.
  - 3. Project Implementation Manager.
  - 4. Architect.
  - 5. Public Art Consultant.
  - 6. Engineer.
  - 7. Contractor.
  - 8. Major subcontractors, as requested by the Project Implementation Manager.
  - 9. Installers and applicators.
  - 10. Project Manager
- C. Preliminary Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Introduction and designation of personnel representing all parties.
  - 6. Description and review of project scope, including background about the Folk Art Park project site, the artwork, and the uniqueness of this project.
  - 7. Procedures and processing of field decisions, submittals and shop drawings, substitutions, materials testing, project inspections, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 8. Project Schedule and Critical Work Sequencing.
  - 9. Tentative Construction Schedule.
  - 10. Progress Meetings.
  - 11. Status of Required Permits.
  - 12. Traffic Control and Safety Plans.
  - 13. Responsibility and Communication matrices and critical issues.
  - 14. Use of the site, including temporary offices, if applicable, storage areas, erosion control and Site use limitations and restrictions.
  - 15. Equipment deliveries and priorities.
  - 16. Safety and first-aid procedures and responsibilities.
- D. Record minutes and distribute copies in PDF format within two days after meeting to all participants and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Unless otherwise requested by the Project Implementation Manager, a progress and coordination meeting shall be held every other week at the job site.
- B. Make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- C. Attendance Required: Contractor Project Manager, Job superintendent, major Subcontractors and suppliers, Project Implementation Manager, Project Manager, Architect, Public Art Consultant, and others as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.

2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to Work.
- E. Record minutes and distribute copies in PDF format within two days after meeting to all participants, and those affected by decisions made. Issue a revised schedule concurrently with meeting minutes, as applicable.

**3.04 PRE-INSTALLATION, PRE-APPLICATION, PRE-TREATMENT, AND SIMILAR MEETINGS**

- A. Schedule and administer special meetings required in individual sections throughout progress of the Work.
- B. Meetings: Special meetings shall be required for, but not be limited to, the following work:
1. Cleaning of concrete.
  2. Sponge blasting of metal and concrete.
  3. Preparation of concrete.
  4. Take down and disassembly of metal.
  5. Cleaning of metal.
  6. Preparation of metal.
  7. Coating application on concrete.
  8. Coating application on stucco.
  9. Coating application on metal.
6. Coordination of work with other work of the Project.
- C. Make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- D. Attendance Required: Contractor Project Manager, Job superintendent, applicable Subcontractors and suppliers, Owner, Project Implementation Manager, Project Manager, Public Art Consultant, and others as appropriate to agenda topics for each meeting.
- E. Agenda:
1. Review minutes of previous meetings.
  2. Review of specific work to be performed.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, work.
  5. Review of submittals schedule and status of submittals.
  6. Coordination of work with other work of the Project and adjacent materials.
  7. Review of quality and work standards.
  8. Effect of proposed changes on progress schedule and coordination.
  9. Other business relating to work.

- F. Record minutes and distribute copies in PDF format within two days after meeting to all participants, and those affected by decisions made.

**3.05 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit schedule defining planned operations for the entire length of Work, developed in consultation with the Project Manager and Public Art Consultant.
- B. If schedule requires revision after review, submit revised schedule within 5 business days.
- C. Submit updated schedule with each Application for Payment.

**3.06 PROGRESS PHOTOGRAPHS**

- A. Document existing overall condition of Site Environments. Detailed Artwork is provided in Artwork Assessment Manual.
- B. Contractor to submit new photographs at least once a month, within 3 days after exposure.
- C. Each Assigned Specialist will provide detailed photographs of their portion of the Artwork conservation as part of Conservation Treatment Reports for each Artwork at end of Work.
- D. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- E. Photography Type: Digital; electronic files.
- D. Provide photographs of each point of installation and site environment showing construction throughout progress of Work, produced by an experienced photographer and acceptable to Project Implementation Manager.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
  - 1. Final completion of each point of installation and site environment, minimum of ten (10) photos for each.
- F. Views:
  - 1. Provide non-aerial photographs from four cardinal views at each specified time for each point of installation and site environment, until Date of Substantial Completion.
  - 2. Consult with Project Implementation Manager for instructions on views required.
  - 3. Provide factual presentation.
  - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
  - 5. Point of View Sketch: Provide sketch identifying point of view of each photograph.
- G. Digital Photographs: 24-bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Via email.
  - 2. File Naming: Include project identification, date and time of view, and view identification.
  - 3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.
  - 4. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
  - 5. Photo CD(s): Provide 1 copy including all photos cumulative to date and PDF file(s), with files organized in separate folders by submittal date.
  - 6. Hard Copy: Printed hardcopy, 4-color, of PDF file and point of view sketch.

**3.07 COORDINATION DRAWINGS**

- A. Provide information required by Project Implementation Manager for preparation of coordination drawings.

**3.08 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
  - 5. Color tear sheets.
  - 6. Color test samples.
  - 7. Color draw downs.
- B. Submit to Project Implementation Manager for disbursement to Architect and/or Engineer and/or Public Art Consultant for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

**3.09 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's material safety data sheets.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit to Project Implementation Manager for disbursement to Architect and/or Engineer and/or Public Art Consultant. No action will be taken.

**3.10 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Conservation Treatment Reports.
  - 2. Maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

**3.11 NUMBER OF COPIES OF SUBMITTALS**

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one copy will be retained by Project Implementation Manager, the Architect, and/or Engineer and/or Public Art Consultant.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

**3.12 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with approved form.

- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow one calendar week, excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect and/or Engineer review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

**END OF SECTION**

**SECTION 01 3113  
PROJECT COORDINATION**

**PART 1 - GENERAL**

**1.1 SUMMARY:**

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

- Coordination.
- Administrative and supervisory personnel.
- General installation provisions.
- Cleaning and protection.

Progress meetings, coordination meetings and pre-installation conferences are included in Section 01 3000 "Administrative Requirements".

Requirements for the Contractor's Construction Schedule are included in Section 01 5526 "Construction Scheduling and Traffic Control".

**1.2 RELATED DOCUMENTS:**

Drawings, Artwork Assessment Manual and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

**1.3 COORDINATION:**

Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

Where availability of space is limited, coordinate installation of different components to ensure maximum accessibility for required maintenance, service and repair.

Make adequate provisions to accommodate items scheduled for later installation.

Where necessary and required in Contract Documents, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

Prepare similar memoranda for the Project Implementation Manager and separate Contractors where coordination of their Work is required.

Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

- Preparation of schedules.
- Installation and removal of temporary facilities.
- Delivery and processing of submittals.

Delivery and processing requests for payment.  
Progress meetings.  
Project Close-out activities.

Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

## **PART 2 - PRODUCTS**

### **2.1 ASBESTOS & OTHER HAZARDOUS MATERIALS RESTRICTIONS:**

It is the intent of these specifications to exclude any equipment or material containing asbestos, formaldehyde or other hazardous (those restricted or prohibited by E.P.A.) materials. It shall be the responsibility of the Contractor to secure from suppliers and Subcontractors certificates to the effect that products used on this project are asbestos-free and exclude other hazardous materials, whether specified or provided under the requirements for substitutions. Products installed in the work found to contain asbestos or other hazardous materials shall be removed and replaced as rejected work in accordance with the General Conditions.

## **PART 3 - EXECUTION**

### **3.1 GENERAL INSTALLATION PROVISIONS:**

Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide required backing, attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement. Damage caused by failure to provide proper backing will be repaired by the Contractor at no cost to the Owner.

Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Project Implementation Manager for final decision.

Recheck measurements and dimensions, before starting each installation.

Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration or corrosion.

Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Public Art Consultant for final decision.

**3.2 CLEANING AND PROTECTION:**

During deinstallation, handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

**END OF SECTION**

**SECTION 01 3300  
SUBMITTAL PROCEDURES**

**PART 1 – GENERAL**

**RELATED DOCUMENTS:**

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

Refer to 01 4000 Quality Requirements for procedures relating specifically to Quality Requirements and related submittals.

**SUMMARY:**

This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

- Contractor's construction schedule, submit to Project Implementation Manager.
- Submittal schedule, submit to Project Implementation Manager.
- Shop Drawings, submit to Project Implementation Manager.
- Product Data, submit to Project Implementation Manager.
- Samples, submit to Project Implementation Manager.
- Quality assurance submittals, submit to Project Implementation Manager.
- Miscellaneous submittals, submit to Project Implementation Manager.

Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

- Permits, submit to Owner.
- Applications for payment, submit to Project Implementation Manager.
- Performance and payment bonds, submit to Project Implementation Manager.
- Insurance certificates, submit to Project Implementation Manager.
- List of Subcontractors, submit to Project Implementation Manager.

The Schedule of Values submittal is included in Section "Applications for Payment."

**SUBMITTAL PROCEDURES:**

Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

The Project Implementation Manager reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.

Allow one calendar week for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Project Implementation

Manager will promptly advise the Contractor when a submittal being processed must be delayed for coordination.

If an intermediate submittal is necessary, process the same as the initial submittal.

Allow one calendar week for reprocessing each submittal.

No extension of Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

Include the following information on the label for processing and recording action taken.:

Project name.

Date.

Name and address of Project Implementation Manager.

Name and address of Contractor.

Name and address of subcontractor.

Name and address of supplier.

Name of manufacturer.

Number and title of appropriate Specification Section.

Drawing number and detail references, as appropriate.

Submittal Transmittal: Package submittals appropriately for transmittal and handling. Submittals received without proper transmittal form or from other than the Contractor will be returned without action.

**CONTRACTOR'S CONSTRUCTION SCHEDULE:**

See Section 01 5526 for construction schedule requirements.

**SUBMITTAL SCHEDULE:**

After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit to the Project Implementation Manager the completed schedule within 10 days of the date required for establishment of the Contractor's construction schedule.

Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.

Prepare the schedule in chronological order; include submittals required during the first 90 days of construction.

Distribution: Following approval by the Owner's Representative of the initial submittal, the Contractor will print and distribute copies to the Project Implementation Manager, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

Schedule Updating: The Contractor will continuously update the schedule. Contractor will immediately notify the Project Implementation Manager of any revisions required due to changes in the work or construction schedule. Updated schedule will be distributed each month concurrently with the minutes of the regular Project Meeting.

**SUBMITTALS - GENERAL:**

Submittal of shop drawings, product data and samples with their related approvals are required prior to final ordering of materials.

The Project Implementation Manager's review of these submittals shall allow for the opportunity to make changes, correct conflicts, etc. without impact on the schedule or cost.

If materials have been ordered prior to approval of specified submittals and changes are required, which if made prior to the ordering would not have affected the schedule or the cost, the Contractor shall be required to make such changes at no cost to the Owner and without extension of the time of completion.

Prior to transmission of submittals to the Project Implementation Manager, the Contractor shall carefully review the submittal for accuracy, compliance with contract documents, additional data required, etc. Submittal will be returned for re-submittal if Contractor has not signed-off his or her or her approval.

Submit shop drawings, product data, and samples to the Project Implementation Manager for review. A copy of the transmittal form shall be sent to the Owner for his or her information.

**SHOP DRAWINGS:**

Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

Shop Drawings include fabrication and installation drawings, details showing the affect on and/or the integration of adjacent construction, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

- Dimensions.
- Identification of products and materials included.
- Compliance with specified standards.
- Notation of coordination requirements.
- Notation of dimensions established by field measurement.

Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 30" x 40".

Submittal: Submit digital drawing file.

Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

**PRODUCT DATA:**

Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves.

Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings." Mark each copy to show applicable choices and options.

Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information.

Include the following information:

- Manufacturer's printed recommendations.
- Compliance with recognized trade association standards.
- Compliance with recognized testing agency standards.
- Application of testing agency labels and seals.
- Notation of dimensions verified by field measurement.
- Notation of coordination requirements.

Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

Submittals:

For Review Only - No Approval Required: Submit 2 copies. No copies will be returned. Where required for Maintenance Manuals, Contractor will retain 3 similar copies for inclusion on the manuals.

For Approval: ***Submit 5 copies. 3 copies will*** be returned marked with action taken and corrections or modifications required. Where required for Maintenance Manuals, Contractor will revise if required and retain 3 copies for inclusion in the manuals.

Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

**SAMPLES:**

Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include mockups, partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, custom paint colors and swatches showing color, texture and pattern.

Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Project Implementation Manager's Sample. Include the following:

- Generic description of the Sample.
- Sample source.
- Product name or name of manufacturer.
- Compliance with recognized standards.
- Availability and delivery time.

Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.

Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operations and similar construction characteristics.

Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.

Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product. Preliminary submittals will be reviewed and returned with the Project Implementation Manager's mark indicating selection and other action.

Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operations and similar characteristics, submit 3 sets; one will be returned marked with the action taken.

Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Sample sets may be used to obtain final acceptance of the construction associated with each set.

Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

Field Samples or Mockups specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

Project Implementation Manager's Action:

Except for submittals for record, information or similar purposes, where action and return is required, the Design Consultant will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.

Project Implementation Manager's review is for general conformance with the design concept and Contract Documents.

If any deviations from the Contract Documents are included herein, such deviations shall be presumed by the Contractor as not having been reviewed by the Project Implementation Manager, except where specific emphatic attention is called to the change as a deviation.

Markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications.

The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his or her work in a safe manner.

Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will not be returned.

**PART 2 - PRODUCTS** (Not Used).

**PART 3 - EXECUTION** (Not Used).

**END OF SECTION**

**SECTION 01 3505**  
**INCORPORATION OF GEORGIA DEPARTMENT OF TRANSPORTATION**  
**STANDARD SPECIFICATIONS**

PART 1 - GENERAL

1.01 GENERAL SCOPE:

- A. Georgia Department of Transportation specifications as published in the Georgia Department of Transportation Standard Specifications, 2013 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project apply to this project including all current revisions are incorporated by reference into the Project Manual and contract documents.
- B. It is the responsibility of the Contractor to become familiar with these specifications before bidding and to adhere to them during construction. A copy of the manual can be obtained from GDOT.

**END OF SECTION**

**SECTION 01 3507**  
**ARTWORK ASSESSMENT MANUAL**

**PART 1 GENERAL**

- A. Certain information relating to existing surface and subsurface conditions and structures IS part of the Contract Documents, as follows:
- B. Artwork Assessment Report: Entitled "Artwork Assessment Manual" dated 13 January 2012.
  - 1. Original copy is available for inspection at **Owner's** offices during normal business hours.
  - 2. The Artwork assessments identify conditions of existing Artwork construction and related support structures prepared for the use of Public Art Consultant to establish the extent of the cleaning, preparation, and coating work.
  - 3. The assessments are part of the documents to be used during the repair process.
  - 4. This manual includes a photographic record of historic documentation at installation and visible existing conditions documented since 2009.

**1.02 ARTWORK ASSESSMENT MANUAL INCLUDES**

- A. Project Summary
- B. Sculpture Site Environments and Artist with Artwork List
- C. Equipment Schedule
- D. Cleaning, Blasting, Preparation and Coating Schedules
- E. Field Reports from product and procedure tests performed to create standards for the project.
- F. Treatment Protocol Summaries for each Artwork organized by the project site environments.
- G. Project Paint Schedule
- H. Artwork assessment reports and summaries
- I. Conservation Treatment Report
- J. DVD of artwork assessment and historical images

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 4000**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Quality assurance submittals.
- B. Mock-ups.
- C. Control of installation.
- D. Tolerances.
- E. Testing and inspection services.
- F. Manufacturers' field services.

**1.02 REFERENCE STANDARDS**

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2011.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2009.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2010.
- E. ASTM E329 - Standard Specification for Agencies Engaged Construction Inspection and/or Testing; 2011.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2009.

**1.03 SUBMITTALS**

- A. Test Reports: After each test/inspection, promptly submit one copy of report to Project Implementation Manager, Project Manager, Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Project Implementation Manager, provide interpretation of results.
  - 2. Test report submittals are for Project Implementation Manager and Architect and/or Engineer's knowledge for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Project Coordinator, in quantities specified for Product Data.

1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
2. Certificates may be recent or previous test results on material or product, but must be acceptable to Project Implementation Manager.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Manufacturer's Field Reports: Submit reports for Project Implementation Manager for distribution.
  1. Submit report in duplicate within 30 days of observation to Project Implementation Manager for information and distribution.
  2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### **1.04 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Project Implementation Manager before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Project Implementation Manager shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### **1.05 TESTING AND INSPECTION AGENCIES**

- A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
  1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, and ASTM C1093.
  2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Project Implementation Manager before proceeding.

- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality. Additional requirements in individual specification sections.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### 3.02 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Project Implementation Manager and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

### 3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Project Implementation Manager **before proceeding**.
- C. **Adjust products to appropriate dimensions; position before securing products in place.**

### 3.04 TESTING AND INSPECTION

- A. **Testing Agency Duties:**
  - 1. **Provide qualified personnel at site. Cooperate with** Project Implementation Manager, Project Manager, Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Project Implementation, Project Manager, Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Project Implementation Manager.
  - 6. Attend preconstruction meetings and progress meetings if requested.
  - 7. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to Agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
3. Provide incidental labor and facilities:
  - a. To provide access to Work to be tested/inspected.
  - b. To obtain and handle samples at the Site or at source of Products to be tested/inspected.
  - c. To facilitate tests/inspections.
  - d. To provide storage and curing of test samples.
4. Notify Project Implementation Manager and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by the Contractor.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### **3.05 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **3.06 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Project Implementation Manager, it is not practical to remove and replace the Work, Project Implementation Manager will direct an appropriate remedy or adjust payment.

**END OF SECTION**

**SECTION 01 4216**  
**DEFINITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

- A. Approve: When used in conjunction with the Architect's and/or Engineer and/or Public Art Consultant's action on Contractor's submittals, applications, and requests, is limited to their duties and responsibilities as stated in the Contract, General Conditions, and Supplementary Conditions.
- B. Architect: Licensed architect in the State of Georgia.
- C. Artist: The original Folk Artist who designed and fabricated the Artwork and/or designed the mauquette for fabrication of the original Artwork and/or designed and fabricated the original Site Environment.
- D. Artwork: Copyright protected public art installed at the Folk Art Park.
- E. Artwork Assessment Manual: Written report assessments with photographic documentation of the condition of each individual Artwork with recommendations for repair.
- F. Artwork Specialist: Individuals or companies who are recognized experts in the restoration and/or refurbishment of specific works of art.
- G. Conservator: Person(s) charged with conservation of the Artworks.
- H. Conservation: To conserve the Artwork as originally installed retaining all features. Treatments will use the gentlest means possible to clean and prepare the Artwork for repair. Minimal intervention to the Artwork will be used in the repair to match the original composition, design, color and texture.
- I. Conservation Treatment Report: Documentation of condition, approach and repair to Artwork in written form, photographic documentation, paint color samples, and treatment form.
- J. Design Consultant: Robinson Fisher Associates, Inc.
- K. Directed, Requested, Authorized, Selected, Approved, Required, and Permitted: These terms mean that the action is as "by the Project Implementation Manager, Project Manager, Architect, Engineer, Public Art Consultant, or Owner," unless specifically noted otherwise.
- L. Engineer: Licensed engineer in the State of Georgia.
- M. Furnish: To supply, deliver, unload, and inspect for damage.
- N. Indicated: Graphic representations, notes, and schedules on the Drawings; written representations and schedules in the Specifications; and similar requirements in the Contract Documents.
- O. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- P. Installer: The Contractor or the entity engaged by the Contractor, as an employee, subcontractor, sub-subcontractor, etc., for performance of a particular construction activity, including, but not limited to, installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform. "Experienced," when used with the term "installer," means having been trained in the construction activity and has completed a minimum of five previous projects similar in size and scope to this project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
- Q. Mauquette: Original artwork and sculpture used as a model to fabricate the artwork.
- R. Plans: Drawings

- S. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- T. Project: Folk Art Park.
- R. Project Implementation Manager: Owner's Representative/ADID/Jennifer Ball.
- V. Project Manager: Silverman Construction Program Management, represented by Teresa Sword who is representing ADID/ Project Implementation Manager:
- W. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- X. Project Site: Space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
- Y. Provide: To furnish and install.
- Z. Public Art Consultant: Project public art specialist.
- AA. Regulation: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- BB. Sculptures: Copyright registered public art installed at the Folk Art Park.
- CC. Site Environments: Seven Project areas referenced as Zones on the Drawings and in the Artwork Assessment Manual. Each area represents a different folk art sculpture tradition.
- DD. Shown, Noted, Schedules, and Specified: Terms intended to assist in location of the reference; no limitation on location is intended.
- EE. Studio: Off-site space for the repair of Artwork.
- FF. Supply: Same as Furnish.
- GG. Testing Laboratories: An independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- HH. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It does not imply that requirements apply exclusively to tradespersons of the corresponding generic name.
- II. Work: The repair to the Site Environments and Artwork at the Folk Art Park.

### **1.03 PROJECT MANUAL AND SPECIFICATION FORMAT AND CONTENT EXPLANATION**

- A. Format: CSI MasterFormat™, 2011 edition.
- B. Content: Certain conventions in the use of language and the intended meaning of certain terms, words, and phrases are used in particular situations or circumstances. These conventions are explained as follows:
  - 1. Abbreviated Language: Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the full context of the Contract Documents so indicates.
  - 2. Imperative and Streamlined Language: Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

- 3, The words "shall be" shall be included by inference whenever a colon (:) is used within a sentence or phrase.

#### **1.04 INDUSTRY STANDARDS**

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Project Implementation Manager for a decision before proceeding.
- D. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Project Implementation Manager for a decision before proceeding.
- E. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.  
Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source. Although copies of standards needed for enforcement of requirements may be included as part of required submittals, the Design Consultant reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used on the Drawings, in the Specifications, or in other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co.

#### **1.05 GOVERNING REGULATIONS AND AUTHORITIES**

- A. The Design Consultant has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents; that information may or may not be of significance to the Contractor. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

**1.06 GOVERNING REGULATIONS AND AUTHORITIES**

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 4616  
CONTRACTOR'S QUALITY PROGRAM**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Artwork Assessment Manual and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. This Section describes the requirements for implementation of a Quality Control and Safety Program by the Contractor to assure performance of the Work in conformance with the requirements of the Contract Documents.

**1.03 QUALITY CONTROL AND SAFETY PROGRAM**

- A. The Contractor shall prepare and submit within ten (10) days after the issuance of Notice to Proceed, a Quality Control and Safety Program he intends to implement for the Work for approval by the Project Implementation Manager. This Program shall be tailored to the specific requirements of this Project and shall become an active part of the construction procedures. The Quality Control and Safety Program shall include the procedures, instructions, reports, and forms to be used throughout the performance of the Work. The Project Implementation Manager reserves the right to review and reject all or part of the Quality Control and Safety Program as proposed by the Contractor. The Contractor shall revise and resubmit as appropriate until satisfactory to the Project Implementation Manager. The basic objectives of the Quality Control and Safety Program are as follows:

1. To ensure that all Work adheres strictly to all requirements of the Contract Documents and governing agencies.
2. To produce first class workmanship.
3. To prevent deficiencies through pre-construction and safety coordination
4. To detect and correct deficiencies in a timely manner.
5. To provide an auditable record of all tests, inspections, procedures, non-compliance and corrections, and any other pertinent data as required by the Project Implementation Manager.
6. To ensure all work is performed under the OSHA guidelines, and local and state public health and safety regulations.
7. To confirm that the Contractor is in compliance with the state of Georgia Department of Transportation relative to qualifying to bid the job.
8. The Contractor shall notify the Project Implementation Manager's Representative in writing of any proposed change to his safety program. Changes shall not be permitted if they would, in the opinion of the Project Implementation Manager's Representative, result in nonconformance with the Contract requirements.
9. Failure to comply with the Quality Control and Safety Program requirements stated herein may result in the withholding of monthly progress payments and/or termination of the Contractor for cause by the Project Implementation Manager in accordance with the General Conditions.

**1.04 REQUIREMENTS OF THE PROGRAM**

- A. The Quality Control and Safety Program submittal shall include, as a minimum, the following:

1. The quality control and safety organization chart, beginning with the quality control and safety Manager.
2. Names and qualifications of personnel selected to implement the Quality Control and Safety Program on-site and off-site.
3. Authority and responsibility of the quality control and safety personnel.
4. Methods of quality control and safety inspection including subcontractor's work and describing name of qualified testing laboratory to be used, if applicable.
5. Documents to be used to record inspections and tests, including those specified in the Contract.

B. Formats for documentation and reports.

1. A letter signed by the Responsible Managing Officer of the Contractor's firm outlining the authority of the quality control and safety Manager to include, among other things, the authority as described herein. Clerical personnel sufficient to accomplish timely submittal of quality control and safety Reports and other required documentation shall be provided.

**1.05 REPORTING PROCEDURES**

- A. As a minimum, develop forms, logs and reporting procedures consisting of the following:
1. A quality control and safety meeting held every 2 weeks between the Implementation Manager and the quality control and safety manager during which only Quality related topics will be reviewed.
  2. A monthly written report published at month end providing an overview of quality control and safety activities, problems found and/or solved, status of remedial work, status of mock-ups, anticipated problems and planned activities for the coming month, equipment and material received, tests and inspections performed with submittal information, and record keeping, etc. Submit report to Project Implementation Manager.
  3. Deficiency reports: Plan of action by the Contractor for correcting any known contract deficiencies including delay in scheduled progress.

**1.06 IMPLEMENTATION**

- A. The Contractor's inspection shall be adequate to cover all operations, including both on-site and off-site and will be keyed to the proposed sequence of work and shall include as a minimum at least three (3) phases of inspection for all definable items or segments of work, as follows:
1. Preparatory Inspection shall be performed prior to beginning any work on any definable segment of the Work and shall include a review of Contract requirements; verification that all materials and/or equipment have been tested, submitted, and accepted; verification that provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials and equipment to assure that they conform to accepted shop drawings or submittal data and that all material and/or equipment are available. As a part of this preparatory work, Contractor's quality control and safety organization will review and verify that all documents, including but not limited to; shop drawings, submittal data, method of quality control and safety, product data sheets, test reports, affidavits, Certification and manufacturer's instructions have been submitted and accepted by the Implementation Manager as required herein. Each submittal to the Implementation Manager shall bear the date and the signature of the Contractor's quality control and safety Manager indicating that he has reviewed the submittal and certified it to be in compliance with Drawings and Specifications or showing the required changes.

2. Initial Inspection: To be performed as soon as a representative segment of the particular item of work has been accomplished and to include examination of the quality or workmanship and a review of control testing for compliance with Contract requirements, exclusion of defective or damaged materials, omissions, and dimensional requirements.
3. Follow-up Inspection: To be performed daily or as frequently as necessary to ensure continuing compliance with Contract requirements, including control testing, until completion.
4. The Contractor shall maintain daily current records with information as described above, in an appropriate format of all inspections and tests that the required inspection or tests have been performed. These records must cover both conforming and defective items and must include a statement that all supplies and materials, incorporated in the Work, are in full compliance with the terms of the Contract. Two legible copies must be furnished to the Engineer/ Implementation Manager's Representative. The report will cover all work performed or completed subsequent to the previous report.

**END OF SECTION**

**SECTION 01 5000**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section includes requirements for temporary services and facilities including, but not limited to, utilities, construction and support facilities, security and protection.
- B. Temporary utilities include, but are not limited to:
  - 1. Water service and distribution.
  - 2. Electrical power and light.
  - 3. Telephone service.
  - 4. Sanitary facilities.
  - 5. Drinking water.
  - 6. Water and runoff disposal.
- C. Temporary construction and facilities include, but are not limited to:
  - 1. Heat.
  - 2. Field offices and storage sheds.
  - 3. Temporary enclosures.
  - 4. Project identification, signs, and bulletin boards.
  - 5. Water disposal.
  - 6. Construction aids and miscellaneous services and facilities.
  - 7. Tents and protective coverings.
  - 8. Secured storage, on site and off site.
  - 9. Studio space for Artwork repair.
- D. Security and protection facilities include, but are not limited to:
  - 1. Fire protection.
  - 2. Barricades.
  - 3. Warning signs.
  - 4. Lights.
  - 5. Sidewalk, bridge, and enclosure fencing for the site.
  - 6. Environmental protection.
- E. Temporary telecommunications services.
- F. Temporary sanitary facilities.
- G. Security requirements.
- H. Vehicular access and parking.
- I. Waste removal facilities and services.
- J. Project identification sign.
- K. Field offices.

**1.02 RELATED DOCUMENTS**

- A. Drawings, Artwork Assessment Manual and General Provisions of the Contract, including General Conditions and Supplementary Conditions and other Division 01 - General Requirements sections, apply to the Work of this Project.

**1.03 SUBMITTALS**

- A. Reports: Submit reports of tests, inspections, and similar procedures performed on temporary utilities, construction, and facilities.
- B. Schedules: Submit schedules indicating implementation and termination of each temporary utility, construction, and facility within five calendar days of the date established for commencement of the Work.
- C. Certificates: Submit flame retardant certificates for temporary tent installation covers.

#### 1.04 QUALITY ASSURANCE

- A. Regulations: Comply with City of Atlanta Noise Ordinance and regulations related to lane closure.
- B. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
  - 1. Building codes.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, Fire Department, and Rescue Squad rules.
  - 5. Environmental protection regulations.
- C. Standards: Comply with applicable standards including, but not limited to:
  - 1. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2009.
  - 2. ANSI/ASSE A10 Series - Construction Safety Standards.
  - 3. ANSI/NECA 200 - Standard for Installing and Maintaining Temporary Electrical Power at Construction Sites; 2002.
  - 4. AGC/ASA/ASC - Guidelines for a Successful Construction Project; 2003.
  - 5. AGC/ASC - Guidelines for Bid Conditions for Temporary Job Utilities and Services.
- D. Electrical Service: Comply with applicable standards including, but not limited to:
  - 1. NEMA.
  - 2. NECA.
  - 3. UL.
  - 4. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### PART 2 PRODUCTS

##### 2.01 OFF-SITE WORK FACILITIES

- A. Provide and pay for off-site facilities and temporary utilities required for purposes of performing work of the Project. Space location listed in Artwork Assessment Manual. Project Implementation Manager to approve the Space to perform work.

##### 2.02 TEMPORARY UTILITIES

- A. Provide and pay for all generators, electrical power, lighting, water, ventilation, and heating required for construction purposes.
- B. Water:
  - 1. Potable water to be brought to the site in clean containers. No prior chemicals or detergents have been used in the containers.
  - 2. Use trigger-operated and pressure adjusted nozzles for water spray to avoid waste of water and for pressure control.
- C. Electrical:
  - 1. Generators: Provide generators of size and capacity required to provide electrical power for tools, lights, and other temporary services.
  - 2. Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
  - 3. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- D. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

### **2.03 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services for Project Superintendent at time of project mobilization for use at Project Site.
- B. Telecommunications services shall include:
  - 1. Email: Account/address reserved for project use.
  - 2. Cell Phone Service: Project Superintendent for Project.

### **2.04 TEMPORARY TENTS FOR ARTWORK REPAIR**

- A. Provide clean, free of mold or contaminants, white 20x20 frame tents with adjustable legs with ballast supports.
- B. Tent is to be free of horizontal cross bars or center poles.
- B. Provide at beginning of painting for each site zone identified in Artwork Assessment Manual.
- C. Refer to Equipment Schedule and Treatment Protocol Summaries in Artwork Assessment Manual.
- D. Meet City of Atlanta requirements for ballast fill material.

### **2.05 TEMPORARY SANITARY FACILITIES**

- A. Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.
- B. Maintain required facilities and enclosures. Provide at time of project mobilization.
- C. Maintain daily in clean and sanitary condition. Protect from vandalism and misuse during non working hours.

### **2.06 SAFETY**

- A. First Aid Supplies: Comply with governing regulations.
- B. Fire Extinguishers:
  - 1. Provide hand-carried, portable UL-rated, class "ABC" dry chemical fire extinguishers for temporary spaces and for use at site.
  - 2. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure

### **2.07 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

### **2.08 NOT USED**

### **2.09 DRINKING WATER FACILITIES**

- A. Provide containerized tap-dispenser bottled-water type drinking water units including paper supply.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Review

proposed locations with Public Art Consultant and Project Manager for review and approval. Relocate and modify facilities as required.

- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required.
- C. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

**3.02 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION**

- A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access. Protect from vandalism and misuse during non working hours.
- B. Maintain temporary construction and support facilities until near Substantial Completion.
- C. Temporary Heat:
  - 1. Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
  - 2. Provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
  - 3. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

**3.03 TEMPORARY ENCLOSURES**

- A. Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
- B. Where heat is needed provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- C. Provide temporary tent enclosure without side walls for painting areas identified in Artwork Assessment Manual.
- D. Install tarpaulins, tents, and other temporary covers securely, with metal framing, ballast and other materials.
  - 1. Temporary Covers: Waterproof, fire resistant, UL labeled tarpaulins with flame spread rating of 15 or less.
  - 2. Temporary Enclosures: Translucent, nylon reinforces, laminated polyethylene or polyvinyl chloride, fire retardant tarpaulins.

**3.04 SECURITY**

- A. Coordinate with Project Implementation Manager for provision of security and facilities to protect Work from unauthorized entry, vandalism, or theft.

**3.05 FIRE PROTECTION**

- A. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

**3.06 ENVIRONMENTAL PROTECTION**

- A. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Provide containment enclosures to limit contamination of air, water, and drainage from blasting and cleaning operations.
- C. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site. The use of power tool shall be limited to the hours from 7AM to 7PM on weekdays and from 9AM to 7PM on Saturday and Sunday.

**3.07 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.

- D. Provide temporary, offsite parking areas to accommodate construction personnel, vehicles, and equipment, except for vehicles and equipment required for Work on the site.

**3.08 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site daily. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C).
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly.
- E. Miscellaneous Detritus: Remove debris and waste left on site by persons not involved in the Work. Clean these areas to sanitary conditions.
- F.

**3.9 PROJECT IDENTIFICATION**

- A. Erect project identification sign furnished by Owner or by others as directed by Project Implementation Manager.
- B. Erect on site at location established by Project Implementation Manager.
- C. No other signs are allowed without Project Implementation Manager's permission except those required by law.

**3.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

**END OF SECTION**

**SECTION 01 5526**  
**CONSTRUCTION SCHEDULING AND TRAFFIC CONTROL**

**PART 1 - GENERAL**

**1.01 GENERAL SCOPE:**

- A. This section covers the minimum standards of traffic control.
- B. This section covers the minimum standards of creating a working Construction Schedule for Contract Work using the standard bar chart method.
- C. This section covers the minimum standards for working with the public right-of-way.

**1.02 PROJECT SCHEDULING**

- A. The contractor shall comply with all City of Atlanta Ordinances concerning working hours. One specific ordinance is the "Noise" Ordinance 03-0-0119 stating it to be unlawful to operate power tools or construction equipment between certain hours without a variance. A second specific ordinance is Sec. 150-293 concerning the construction or repairs on streets during peak traffic hours.
- B. The Contractor shall not disturb more than 300 linear feet of the construction limits at any time.
- C. If applicable, the Contractor shall work on all drive access aprons during off hours of the establishment. Should the closing of an access be scheduled for more than 12 hours, temporary measures must be taken to maintain vehicular access after the 12-hour period.
- D. It is the responsibility of the Contractor to coordinate the temporary "closing" of bus stops with MARTA. If this includes the temporary re-location of bus stops or other work, this work shall be the responsibility of the contractor.
- E. The Contractor shall maintain ADA ramp access at each intersection.
- F. The Contractor shall barricade the sidewalk such that the public can safely use it during construction as specified in GDOT Section 150.
- G. To help facilitate the schedule, the Project Implementation Manager will be the main contact between the Contractor and the local community.

**1.03 SPECIAL CONSTRUCTION CONSIDERATION FOR CERTAIN PUBLIC EVENTS**

There may be certain public events that will occur within the project limits and construction period that the Contractor should become aware of by contacting the City of Atlanta. The Contractor is to schedule and perform the work so that during these events:

- The Contractor shall cooperate with the event organizers and public authorities concerning public safety for these events. This would include the removal, relocation, and/or securing of any construction materials, equipment, temporary fencing, or any other public safety issues in the control of the Contractor.

**1.04 TRAFFIC CONTROL AND WORKING WITHIN THE PUBLIC RIGHT-OF-WAY**

- A. Incorporated into this specification by reference is a document prepared by the City of Atlanta titled "City of Atlanta Department of Public Works, Public Right-of-Way Field Manual" dated September 15, 2006. The contractor is to adhere to the conditions in this document and any other conditions enforced by the City of Atlanta or any other governmental authority. A copy of this manual can be obtained from the Department of Public Works.
- B. Right to Restrict Construction - The Project Implementation Manager and the City of Atlanta reserves the right to restrict construction operations when, in their opinion, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling public. The Contractor shall suspend and/or reschedule any work when the Project Implementation Manager and/or City of Atlanta deems that conditions are unfavorable for continuing the Work.
- C. Advanced notification requirements to the Contractor to suspend work will be according to the events and the time restrictions outlined below:

Incident management	No advance notice required
Threatening/inclement weather	24 hours
Holidays, sporting events, unfavorable conditions	Three (3) calendar days

- D. If the work is suspended, the Contractor may submit a request for additional contract time as allowed under the contract. The Project Implementation Manager will review the request and may grant additional contract time as justified by the impact to the Contractor's schedule. Compensation for loss of productivity, rescheduling of crews, overhead, profit, remobilization, and rental of equipment or delays to the Contractor's schedule will not be considered for payment. Additional contract time will be the only consideration granted to the Contractor.
- E. In addition to the other provisions contained herein, work zone traffic control shall be accomplished using the following means and materials:
  - 1. Portable Advance Warning Signs - Portable advance warning signs shall be utilized as per the requirements of the traffic control plans. All signs shall meet the requirements of the MUTCD.
  - 2. Arrow Panels Portable sequential or flashing arrow panels for use for all lane closures shall be a minimum size of 30" high by 60" wide with not less than 15 lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow panel. Arrow panels shall be equipped with automatic dimming features for use during hours of darkness. The arrow panels shall also meet the requirements for a Type B panel as shown in the MUTCD. The sequential or flashing arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height for all type of arrow panels shall be seven feet above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical. The Contractor shall notify the Project Manager, in writing, when any non-specification arrow display panel(s) is being used in the work.

**1.06 TRAFFIC CONTROL PLANS:**

- A. The Contractor shall develop detailed staging and traffic control plans for performing each 300-foot Sequence of Operations of the Work including but not limited to pedestrian traffic, all traffic shifts, detours, paces, lane closures or other activities that disrupt traffic flow. These plans shall be submitted for approval at least 14 days prior to the scheduled date of the activity to the Project Implementation Manager and City of Atlanta. Activities that have not been approved by the Project Implementation Manager and the City of Atlanta at least seven (7) days prior to the scheduled date shall be rescheduled.
- B. Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the Project Implementation Manager, temporary on-site bypasses or detours in order to expedite the work. Plans for such temporary bypasses or detours shall be submitted to the Project Implementation Manager and the City of Atlanta for review and approval 30 calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Project Implementation Manager and/or City of Atlanta, they are no longer necessary for the satisfactory progress of the Work.
- C. The Project Implementation Manager will not pay, or in any way reimburse the Contractor for claims arising from the Contractor's inability to perform the Work in accordance with the Sequence of Operations provided in the Project Manual or from an approved Contractor alternate.
- D. The Contractor shall secure the Project Implementation Manager and/or City of Atlanta's approval of the Contractor's proposed plan of operation, sequence of work and methods of providing for the safe passage of vehicular and pedestrian traffic before it is placed in operation. The proposed plan of operation shall supplement the approved traffic control plan. Any major changes to the approved traffic control plan, proposed by the Contractor, shall be submitted to the Project Implementation Manager for approval.
- E. Concerning the Traffic Control Plan, additional traffic control details will be required prior to any shifts or changes in traffic. The traffic control details shall include, but not be limited to, the following:
  - 1. A detailed drawing showing traffic locations and laneage for each step of the temporary lane closure change.
  - 2. The location, size, and message of all signs required by the MUTCD, Plan, Special Provisions, and other signs as required fitting conditions. Any portable changeable message signs used shall be included in the details.
  - 3. Location, length, and/or spacing of channelization and protective devices (temporary barrier, guardrail, barricades, etc.
  - 4. Starting time, duration and date of planned temporary lane closure change.
- F. A minimum of three copies of the above details shall be submitted to the Project Implementation Manager and the City of Atlanta for approval at least 14 days prior to the anticipated traffic shift. The Contractor shall have traffic control details for a traffic shift which has been approved by the Project Implementation Manager and/or City of Atlanta and all necessary permits from the City of Atlanta prior to commencement of the physical shift. All preparatory work relative to the traffic shift, which does not interfere with traffic, shall be accomplished prior to the designated starting time. The Project Implementation Manager and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.
- G. If a lane closure is needed, the Contractor shall obtain from the City of Atlanta a lane closure permit for each 300-foot Sequence of Operations,.

- H. The Contractor shall obtain from the City of Atlanta all other necessary permits required to work in the public right-of-way.

**1.07 PROJECT SCHEDULING:**

- A. Submit initial construction schedule minimum five calendar days prior to preconstruction meeting. Monthly, resubmit revised and updated schedules accurately depicting progress to first day of each month.
  - 1. Submit one reproducible transparency for the Project Implementation Manager for information and distribution.
  - 2. Distribute reviewed schedules to:
    - a. Project Implementation Manager
    - b. Project Manager
    - c. Architect
    - d. Public Art Consultant
    - e. Engineer
    - f. Subcontractors
- B. Prepare complete and comprehensive computer generated "Critical Path Method" schedule or all portions of Work using the Microsoft Project format.
- C. Provide separate horizontal breakdown of each trade or operation in chronological order of beginning of each item of Work.
- D. Identify each item of Work by specification section number and by logically grouped activities. Identify Artwork repair by site environments and artists.
- E. The Contractor shall have a person on staff who is fluent with the construction scheduling computer program.
- F. Identify first workday of each week on horizontal time scale. Provide adequate spacing on schedule for updating.
- G. Provide complete sequence of construction by activity:
  - 1. Shop Drawings, Product Data and Samples submittal data and status of each submittal relative to Contractor's submittal schedule.
  - 2. Decision dates for de-installation and re-installation of Artworks.
  - 3. Product procurement and delivery dates, including products furnished by the Project Implementation Manager.
  - 4. Equipment rental and delivery dates.
  - 4. Dates for beginning and completion of each element of construction and each site environment.
  - 5. Indicate project percentage of completion for each item of Work.
  - 6. Provide sub-schedules to define critical portions of Work.

**1.08 SCHEDULE UPDATING:**

- A. Show all changes since previous submittal of updated schedule.

- B. Indicate progress of each activity, show completion dates. Include:
  - 1. Major changes in scope and activities modified since previous updating.
  - 2. Revised projections due to changes, and other identifiable changes.
  
- C. Provide narrative report, including:
  - 1. Discussion of problem areas, including current and anticipated delay factors and their impact.
  - 2. Corrective actions taken, or proposed, and its effect.
  - 3. Description of revisions:
    - a. Effect on schedule to change of scope.
    - b. Revisions in duration of activities and other changes that may affect schedule.

**END OF SECTION**

**SECTION 01 6105**  
**MATERIALS AND EQUIPMENT**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. All materials supplied by the Contractor and its Sub-contractors shall be listed has approved materials on the Georgia Department of Transportation (GDOT) Qualified Product List (QPL).
- B. The Contractor and its Sub-contractors cannot provide materials testing. All materials testing shall be conducted in accordance with GDOT's guidelines.

**END OF SECTION**

**SECTION 01 7000**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Closeout procedures, except payment procedures.
- G. Inspection procedures.
- H. Project record document submittal.
- I. Project record document submittal.

**1.02 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2009.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Artwork by non-assigned Specialist
  - 2. Structural integrity of any element of Project.
  - 3. Integrity of weather exposed or moisture resistant element.
  - 4. Efficiency, maintenance, or safety of any operational element.
  - 5. Visual qualities of sight exposed elements.
  - 6. Work of Owner or separate Contractor.
  - 7. Owner provided materials.
  - 8. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and products to be used.
    - e. Alternatives to cutting and patching.
    - f. Effect on work of Owner or separate Contractor.
    - g. Written permission of affected separate Contractor.
    - h. Date and time the work will be executed.
- C. Warranties: Refer to Section 01 7836 – Warranties

**1.04 PROJECT CONDITIONS**

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from contaminated runoff. Keep storm water inlets operational.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

- D. Spray Control: Execute work by methods to minimize spray from construction operations. Protect sidewalk, pedestrians, traveling public on the bridge deck and interstate below.
- E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations. All Work must comply with City of Atlanta Noise Ordinance requirements.
  - 1. Outdoors: Limit conduct of especially noisy exterior work to the hours and activities that use mechanically generated power to the hours from 7 am to 7 pm on weekdays and from 9 am to 7 pm on Saturday and Sunday.
- E. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

### **1.05 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate completion and clean-up of work of separate sections.
- E. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections, match existing products and work for patching and extending work, except match approved preparation and paint tests and mock-ups when available whether site approved mock-ups or other material mock-ups. Coordinate with Project Implementation Manager.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work and approved samples and mock-ups as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 2513. Certain Products are proprietary and no substitution will be accepted.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or miscalculation of materials.

- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Project Implementation Manager four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute PDF copies within two days after meeting to all participants, and those affected by decisions made.

### **3.04 GENERAL INSTALLATION REQUIREMENTS**

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
  - B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
  - C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
  - D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
  - E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
  - F. Make neat transitions between different surfaces, maintaining texture and appearance.
- Protect Artwork when transported to Studio for repair and for transport to site for reinstallation.

### **3.05 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Project Implementation Manager before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings or in Artwork Assessment Manual.

2. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  3. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Temporary Supports: Provide temporary support of work to be cut.
- D. Services (Including but not limited to Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. Verify that abandoned services serve only abandoned facilities.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting existing work.
  3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Project Implementation Manager and Public Art Consultant.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Comply with all other applicable requirements of this section.

### **3.06 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Patching:

1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
2. Match color, texture, and appearance.
3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.07 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect all blast media daily and remove from site or into storage.
- B. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.
- C. Recycle as many materials as possible.

### **3.08 PROTECTION OF DE-INSTALLED ARTWORK AND INSTALLED WORK**

- A. Prohibit crane upon bridge deck surface.
- B. Protect installed work from damage by construction operations.
- C. Provide special protection where specified in individual specification sections.
- D. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- E. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- F. Protect finished floors and other surfaces from blast media, Artwork de-installation and installation, traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- G. G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### **3.09 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.10 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous, do not void the coatings warranties, and shall not mar surfaces.
- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, and clean transparent surfaces.
- C. Remove all labels that are not permanent.
- D. Clean debris from drainage systems.
- E. Clean site; sweep paved areas.
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury. Recycle as much of these materials as possible and practical.

### **3.11 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  1. Provide copies to Project Implementation Manager and Owner.
- B. Accompany Architect, Engineer, Public Art Consultant, Project Manager and Project Implementation Manager on preliminary inspection to determine items listed for completion or correction in Contractor's Notice of Substantial Completion.

- C. Notify Project Implementation Manager when work is considered ready for Substantial Completion.
- D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for review.
- E. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- F. Accompany Project Implementation Manager, Architect, Engineer and Public Art Consultant on preliminary final inspection.
- G. Notify Project Implementation Manager when work is considered finally complete.
- H. Complete items of work determined by Architect, Engineer, and Public Art Consultant, and Project Implementation Manager's final inspection.

**END OF SECTION**

**SECTION 01 7123  
FIELD ENGINEERING**

**PART 1 – GENERAL**

**RELATED DOCUMENTS:**

Drawings, Artwork Assessment Manual and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

**SUMMARY:**

General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:

-- Structural engineering services.

**QUALITY ASSURANCE:**

Engineer: Engage a Professional Engineer of the discipline required, registered in the state in which the Project is located, to perform required engineering services.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION**

**EXAMINATION:**

The Owner will identify existing control points and property line corner stakes.

Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.

Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.

Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.

Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.

Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

**PERFORMANCE:**

Working from lines and levels established by the property survey, establish benchmarks and markers as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

Advise entities engaged in construction activities, of marked lines and levels provided for their use.

As construction proceeds, check every major element for line, level and plumb.

Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.

Record deviations from required lines and levels, and advise the the Project Implementation Manager when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

Site Improvements: Locate and lay out site improvements, including new footings, , top of fence, etc., by instrumentation and similar appropriate means.

Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction.

**END OF SECTION**

**SECTION 01 7329  
CUTTING AND PATCHING**

**PART 1 - GENERAL**

**RELATED DOCUMENTS:**

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections and Appendices, apply to this Section.

Refer to Specification Sections -1 7000 Execution and Closeout Requirements, 05 0100 Cleaning and Preparation of Metals, 03 0100 Cleaning and Preparation of Concrete.

**SUMMARY:**

This Section specifies administrative and procedural requirements for cutting and patching.

Refer to the Artwork Assessment Manual, and other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

Requirements of this Section apply to mechanical and electrical installations. Refer to Division 26 for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

**SUBMITTALS:**

Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed from Public Art Consultant. Include the following information, as applicable, in the proposal:

Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.

Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes to the site environments or Artwork. List products to be used and firms or entities that will perform Work.

Indicate dates when cutting and patching is to be performed.

List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

Approval by the Public Art Consultant to proceed with cutting and patching does not waive the Public Art Consultant's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

**QUALITY ASSURANCE:**

Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:

- Foundation construction.
- Bearing and retaining walls.
- Structural concrete.

- Structural steel.
- Lintels.
- Structural decking.
- Miscellaneous structural metals.
- Equipment supports.
- Piping, ductwork, vessels and equipment.

Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:

- Primary operational systems and equipment.
- Water, moisture, or vapor barriers.
- Membranes and flashings.
- Fire protection systems.
- Noise and vibration control elements and systems.
- Control systems.
- Communication systems.
- Electrical wiring systems.

Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Design Consultant's opinion, reduce the Project's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner. If possible retain the original installer or fabricator to cut and patch exposed Work, or if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.

## **PART 2 – PRODUCTS**

### **MATERIALS:**

Refer to Spec Sections listed herein for patching related to existing Artwork and architectural elements.

Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

## **PART 3 - EXECUTION**

### **INSPECTION:**

Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

### **PREPARATION:**

Temporary Support: Provide temporary support of Work to be cut.

Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

**PERFORMANCE:**

General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.

In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill. Comply with requirements of applicable Sections of Division-2 where cutting and patching requires excavating and backfilling.

By-pass utility services such as pipe or conduit, before cutting.

Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

**CLEANING:**

Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

**END OF SECTION**

**SECTION 01 7416  
SITE MAINTENANCE**

**PART 1 - GENERAL**

**1.01 SCOPE:**

- A. This Section covers the minimum work standards of site cleanliness, cleanup frequency, equipment, materials, and labor needed to maintain site conditions in a neat, tidy, and safe manner.
- B. The Contractor shall refer to other Specification Sections for specific Section cleanup requirements, which supplement this Section.
- C. The Contractor shall be responsible for the proper disposal and related expenses incurred for debris, waste materials, rubbish, and plant trimmings generated by his Work or workers under this Contract.
- D. If Contractor fails to maintain a Project or to clean up prior to date of Substantial Completion, the Project Implementation Manager may do so after giving written notice to the Contractor and the cost will be charged to the Contractor.

**1.02 WORK NOT INCLUDED:**

- A. The Contractor's Work shall not include, unless directly soiled by the Contractor or workers:
  - 1. Building interior or exterior surfaces, including windows, floors, and building finishes.
  - 2. Pavement power washing.
  - 3. Debris, rubbish, waste materials, and other trash disposal generated by others.

**1.03 DEFINITIONS:**

- A. Clean: For the purpose of this Section and except as specifically provided otherwise, clean shall be interpreted as meaning free from dust, soil, rocks, and other debris material capable of being removed by use of reasonable effort, a backpack blower, shovels, rakes, and hand-held brooms.

**1.04 QUALITY ASSURANCE:**

- A. While Work is being performed, the Contractor shall conduct daily inspections prior to day's end to verify cleanliness requirements are being and have been met.
- B. The Contractor shall comply with any and all pertinent requirements of governmental agencies having jurisdiction, in addition to the requirements of this Section.
- C. No site debris, rubbish, rocks, or waste materials shall be buried or burned within the job site.
- D. No cleaning materials, equipment, or vehicles will be permitted that will harm or damage humans, vegetation, animals, the environment, soil, or the Project finishes.
- E. Cleaning, blowing, or washing that will cause damage to adjacent or freshly finished surfaces, such as wet paint, concrete, or caulking, shall be performed only after surfaces have dried or cured.
- F. The Contractor shall be responsible for the repair or replacement of items damaged by his Work's cleanup operations.

**PART 2 - PRODUCTS**

**2.01 MATERIALS AND EQUIPMENT:**

- A. The Contractor shall provide brooms, blowers, rakes, shovels, hoses, tools, and all other items necessary for proper execution of cleanup operations described in this and other Specification Sections.
- B. Only cleaning materials, which are compatible with the surface being cleaned, as recommended by the product manufacturer, shall be used for cleanup Work.

**PART 3 - EXECUTION**

**3.01 STORED ITEMS:**

- A. The Contractor shall retain stored items in an orderly arrangement, allowing maximum access, not impeding traffic, not altering drainage, and providing required protection of stored items and materials.
- B. The Contractor shall be responsible for adequate containers and storage for all items generated by this Contract awaiting removal from the job site.
- C. No items shall be stored or left uncontained that will cause fire, or harm in any way humans, the environment, equipment, other Project Work, or items on or off site.

**3.02 PROGRESS CLEANING:**

- A. Task-to-Task Cleaning:
  - 1. As required preparatory to installation of succeeding materials or tasks, the Contractor shall clean the structures, surfaces, areas, or pertinent portion thereof to the degree of cleanliness as not to hinder or harm Work or workers.
- B. Daily Cleaning:
  - 1. During on-site Work, the Contractor shall pick-up all tools, scrap, equipment, debris, and waste material generated by Work in this Contract on a daily basis or more frequently if necessary to maintain a clean and safe work environment for workers and general public. .
  - 2. The Contractor shall neatly stack or deposit equipment, materials, and tools that remain on-site in the area designated by the Project Implementation Manager for their storage. At the time of bidding this project, there are no provisions for on-site storage.
  - 3. Debris and waste materials shall be removed from any area, which prevents or hinders pedestrians and the Work of another Contractor.
- C. Weekly Cleaning:
  - 1. The Contractor shall inspect materials installed or stored on the job site on a weekly basis, or more frequently if necessary..
  - 2. The Contractor shall sweep first, then blow by backpack blower, paved surfaces within and adjacent to his Work.
  - 3. The Contractor shall properly dispose off site all debris, dead or damaged plants, and scrap material collected during the week, or more frequently if necessary.

**3.03 FINAL CLEANING:**

- A. Prior to completion of Work and Preliminary Project Walk-through, the Contractor shall remove from the job site all temporary tags, tools, unnecessary labels, surplus material, equipment, scrap, debris, trimmings and waste.
- B. Unless otherwise specifically directed by the Project Implementation Manager and Engineer, the Contractor shall broom clean paved areas, blow by backpack blower, and completely remove resultant debris.
- C. The Contractor shall schedule final cleaning, as approved by the Project Implementation Manager, to enable the Project Implementation Manager to accept a completely clean project site.
- D. Upon completion of the Project Implementation Manager and Engineer's Punch List items, the Contractor shall repeat Final Cleaning as necessary in areas soiled prior to Project Implementation Manager and Engineer's Final Site Acceptance.

**END OF SECTION**

FOLK ART PARK PROJECT  
GA DOT Project CSTE-0009-00(048)  
P.I. 0009048 Fulton County

01 7416-1  
SITE MAINTENANCE

**SECTION 01 7836**  
**WARRANTIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Warranty procedures.

**1.02 RELATED WORK**

- A. Section 01 3000 Administrative Procedures.

**1.02 DEFINITIONS**

- A. Standard Product Warranty: Preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner
- B. Special Warranty: Written warranty required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

**1.03 SUBMITTALS**

- A. Warranties: Submit to the Project Implementation Manager prior to certified Date of Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Project Implementation Manager.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Project Implementation Manager within fifteen days of completion of that designated portion of the Work.
  - 2. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Project Implementation Manager for approval prior to final execution.
  - 3. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of manufacturer.
    - d. Identification of product and specifications section.
    - e. Location in the Project.
    - f. Conformance with Contract Documents.
  - 4. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
    - a. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
    - b. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
    - c. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.

**1.04 WARRANTY REQUIREMENTS**

- A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation. Minimum period shall be six months after corrective work is completed.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties:
  - 1. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
  - 2. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 02 4100  
SELECTIVE DEMOLITION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Selective removal of Artwork and support elements for repair and reinstallation in this Work.
- B. Selective demolition of site items that will not be reused in the Work.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 7305 – Special Conditions: Return of guard rail to GA DOT.
- B. Section 01 3507 – Artwork Assessment Manual. Sequence and staging requirements for removal of Artwork for repair and reinstallation.
- C. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Pre-removal Meeting: Conduct a pre-removal meeting one week prior to start of work of this section. Notify Project Implementation Manager.
  - 1. Attendance Required:
    - a. Georgia Department of Transportation Field Engineer
    - b. Public Art Consultant
    - c. Crane Company
    - d. Subcontractor to assist Artwork removal
    - e. Contractor
    - f. Subcontractor for Blasting
    - g. Subcontractor for concrete and metal cleaning
  - 2. Agenda:
    - a. Placement of crane and site requirements
    - b. Lane closing and safety
    - c. Procedure for the Artwork removal using the crane
    - d. Staging sequence during crane use to start cleaning and blasting Artwork.
    - e. Placement of temporary storage unit.
  - 3. Record minutes and distribute copies in PDF format within two days after meeting to all participants, and those affected by decisions made.
- B. Pre-installation Meeting: Conduct a pre-installation meeting one week prior to installation.
  - 1. Attendance Required:
    - a. Public Art Consultant
    - b. Crane Company
    - c. Subcontractor to assist installation
    - d. Contractor
  - 2. Agenda:
    - a. Placement of crane and site requirements b,  
Lane closing and safety
    - c. Procedure and sequence for installation of the Artwork.
  - 3. Record minutes and distribute copies in PDF format within two days after meeting to all participants, and those affected by decisions made.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.

1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
2. Include a summary of safety procedures.
- C. Disassembly of Artwork: Submit disassembly plan including staging for cleaning and preparation, removal for repair and schedule. Include location with address and emergency contact person for Studio site.
- D. Any certificates required to be presented by crane company
- E. Permits

### **1.05 DELIVERY, STORAGE AND HANDLING**

- A. Artwork temporarily staged at site to be stored in a manner to protect against damage, weather, vandalism and theft.
- B. Removal of Artwork from site to be conducted in a manner to protect against damage and vandalism.

## **PART 2 PRODUCTS -- NOT USED**

## **PART 3 EXECUTION**

### **3.01 SCOPE**

- A. Remove portions of existing physical elements as indicated on Drawings. B. Remove Artwork indicated in Artwork Assessment Manual, for refinishing.

### **3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for removal and demolition operations and safety of adjacent structures and the public.
  1. Obtain required permits.
  2. Provide, erect, and maintain temporary barriers and security devices.
  3. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  5. Do not close or obstruct roadways or sidewalks without permit.
- B. Do not begin removal until receipt of notification to proceed from Project Implementation Manager.
- C. Protect existing structures and other elements that are not to be removed.
  1. Provide bracing and shoring.
  2. Prevent movement or settlement of adjacent structures.
  3. Stop work immediately if adjacent structures appear to be in danger.
- D. If hazardous materials are discovered during removal operations, stop work and notify Project Implementation Manager. Hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

### **3.03 SELECTIVE REMOVAL FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as shown.
  2. Report discrepancies to Project Implementation Manager before disturbing existing installation.
  3. Coordinate removal of existing Artwork with Project Implementation Manager and Public Art Consultant.
  4. Beginning of removal work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting selective demolition and removal.
- B. Remove existing work as indicated and as required to accomplish new work and repair of existing work.
  1. Remove items indicated on drawings and in Artwork Assessment Manual.

- C. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.
  - 5. Cover and mark any exposed structural elements that will remain exposed during Artwork removal for repair.

**3.04 DEBRIS AND WASTE REMOVAL**

- A. Return to Public Art Consultant any discovered loose elements from Artwork removal. B. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**SECTION 03 0100**  
**CLEANING AND PREPARATION OF CONCRETE**

**1.01 SECTION INCLUDES**

- A. Cleaning of existing concrete surfaces.
- B. Cleaning of existing stucco surfaces.
- C. Repair of exposed structural, shrinkage, and settlement cracks.
- D. Resurfacing of concrete surfaces having spalled areas and other damage.
- E. Repair of deteriorated concrete.
- F. Repair of deteriorated stucco.
- G. Repair of internal concrete reinforcement.
- H. Scope of Work: As indicated on the drawings and "Artwork Assessment Manual."

**1.02 RELATED WORK**

- A. Section 01 3507 - "Artwork Assessment Manual."
- B. Water Blasting: Refer to Section 09 0193 – Blast Cleaning.
- C. Sponge Blasting: Refer to Section 09 0193 – Blast Cleaning.
- D. Schedule: Refer to Section 09 0691 – Preparation and Finish Schedule.
- E. Anti-graffiti Coating: Refer to Section 09 9600 – High-Performance Coatings.
- F. Refer to Section 07 9005 – Joint Sealants.

**1.03 REFERENCE STANDARDS**

- A. SSPC-SP13 – Surface Preparation of Concrete; 2003.

**1.04 DEFINITIONS**

- A. Profile – Abrasive blast surfaces to create texture of peaks and valleys to prepare for coating.  
For clean metal the profile is 1-2 mils.
- B. Scarify – Hand and mechanically sand to abrade the surface to prepare for coating.

**1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Precleaning/prepreparation Meeting:
  - 1. Convene one week before starting work of this section.
  - 2. Required Attendees:
    - a. Public Art Consultant.
    - b. Contractor.
    - c. Project Implementation Manager.
    - d. Subcontractor for concrete cleaning.
    - e. Subcontractor for concrete blasting
    - f. Subcontractor for concrete repair.
- B. Scheduling: Perform any activity using mechanically generated power only between the hours of 7 am to 7 pm weekdays and 9 am to 7 pm weekends.

**1.06 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.
- C. Material Safety Data Sheets (MSDS): Submit MSDS for each type of material used in cleaning and preparation of concrete.
- D. Qualification Statements: Written documentation of cleaning specialist's qualifications and experience, as required.
- E. Project Record Documents: Accurately record actual locations of structural reinforcement repairs and type of repair.
- F. Conservation Treatment Report: Provide complete report including, but not limited to, written documentation, photographs, and completed treatment form for each artwork and treatment procedures.

**1.07 MOCK-UPS**

- A. Protect mock-up standard for Zone I site environment "Homage to St. EOM's Pasaquan" Totem #4 and Wall 1 "Mandala 2".

- B. Refer to field reports for concrete repair. Reports contained in Artwork Assessment Manual.
- C. Provide mock-up of each type of concrete surface to be cleaned and prepared for this Work.
- D. Mock-up shall not be incorporated as part of the Work.
- E. Accepted mock-ups shall be a comparison standard for the remaining work.
- F. When work is complete, remove mock-up and clear area.

#### 1.08 PROJECT CONDITIONS

- A. Do not install materials when temperature and relative humidity are not in accordance with product manufacturer's instructions.
- B. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.
- C. Restrict traffic from area where products are being applied or are curing.

#### 1.09 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturers' instructions for storage, shelf life limitations, and handling of products.

### PART 2 PRODUCTS

#### 2.01 CLEANING MATERIALS

- A. Urine and Biological Fluid Removal:
  - 1. Trisodium phosphate.
  - 2. Solution: 2 lbs of trisodium phosphate dissolved per gallon of hot water, minimum 160 degrees F.
- B. Salt Removal:
  - 1. Salt-Away: [www.saltawayproducts.com](http://www.saltawayproducts.com)
  - 2. SaltX; [www.salt-x.com](http://www.salt-x.com)
  - 3. Salt Terminator
  - 4. Substitutions: See section 01 2513 - Product Substitution Procedures.
- C. Detergents: Neutral, non-ionic, nontoxic cleaning agent. Product is acceptable to coating manufacturer.
  - 1. Proctor & Gamble; Orvus WA Paste: [www.pgpro.com](http://www.pgpro.com)
  - 2. Industrial Soap Company, Inc.: Envirotex Zyfo Cleaner Concentrate:
  - 3. Pure liquid Ivory soap
  - 4. Substitutions: See section 01 2513 - Product Substitution Procedures.
- D. Liquid, Neutral to Alkaline Cleaning Agent: Product is acceptable to coating manufacturer.
  - 1. Sunshine Makers, Inc.; Simple Green: [www.simplegreen.com](http://www.simplegreen.com) or approved equal.
  - 2. Masonre B+ Advanced Multi-Surface Cleaning.
  - 3. Red Devil, Inc. Trisodium Phosphate (TSP)
  - 4. Substitutions: See section 01 2513 - Product Substitution Procedures.
- E. Acidic Cleaning Agent: Acceptable to cleaning system manufacturer, coating manufacturer, Project Implementation Manager, and Public Art Consultant.
- F. Blasting Medium: Refer to Section 09 0193 – Blast Cleaning.
- G. Water Blasting: Refer to Section 09 0193 – Blast Cleaning.

#### 2.02 CEMENTITIOUS PATCHING AND REPAIR MATERIALS

- A. Bonding Slurry: Water-based latex admixture complying with ASTM C1059/C1059M, combined with portland cement and sand in accordance with admixture manufacturer's instructions.
  - 1. Admixture Products:
    - a. Custom Building Products; Concrete Bonding Liquid:
    - b. Sabakrete, Bull Bond.
    - c. Elite Building Products, Latex Mortar Additive
    - c.. Substitutions: Products of approved equal value or better.
- B. Type MM-02 Mortar:
  - 1. Manufacturer:
    - a. Tnemec Company, Inc.; Mortarclad Series 218
    - b. Simpson StrongTie FX-216
    - c. Custom Building Products EBM-Lite Epoxy Bonding Mortar
    - d. Substitutions: Products of equal value or better.
  - 2. Characteristics:
    - a. Description: Epoxy modified, aggregated, cementitious mortar.
    - b. Solids: 100 percent solids by volume.

- c. Parge Coating Thickness: 1/16 – 1/4 inch (1.6 – 6.4 mm) per lift; maximum ½ inch (13 mm) thickness.
  - d. Application: Trowel.
- C. Cementitious Resurfacing Mortar: One- or two-component, factory-mixed, polymer-modified cementitious mortar designed for continuous thin-coat application; dry material complying with ASTM C928/C928M; in-place material capable of withstanding freeze/thaw conditions.
  - 1. Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
  - 2. Nominal Thickness: 1/8 inch (3 mm).
  - 3. Color: Light gray.
  - 4. Products:
    - a. W.R. Meadows, Inc.; Parge-All AF or Meadow-Patch T2
    - b. Jahn Restoration Mortars, M90.
    - c. Quickrete Architectural Finish Product No. 1220-55
    - d. Substitutions: See Section 01 2513 - Product Substitution procedures.
- D. Cementitious Repair Mortar, Trowel Grade: One- or two-component, factory-mixed, polymer-modified cementitious mortar; dry material complying with ASTM C928/C928M; in-place material capable of withstanding freeze/thaw conditions.
  - 1. Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
  - 2. Products:
    - a. W.R. Meadows, Inc.; Meadow-Patch T1, Meadow-Patch T2, Meadow-Patch 5, Meadow-Patch 20, or Meadow-Crete GPS
    - b. Jahn Restoration Mortars, M90.
    - c. Quickrete Architectural Finish Product No. 1220-55
    - d. Substitutions: See Section 01 2513 – Product Substitution Procedures.
- E. Cementitious Pavement Repair Mortar: Fast hardening, flowable; dry material complying with ASTM C928/C928M; composed of cement, sand, and additives; capable of setting in cold weather conditions without the aid of chloride- or gypsum-based accelerators; in-place material capable of withstanding freeze/thaw conditions.
  - 1. Time To Open To Traffic: 1 hour, maximum.
  - 2. Time to Top-Coating: 4 hours, maximum.
  - 3. Products:
    - a. W.R. Meadows, Inc.; Futura-15, Futura-45 or Futura-45 Extended
    - b. Jahn Restoration Mortars, M90 (horizontal concrete repair).
    - c. Euclid Chemical: Duraltop Flowable Mortar
    - d. Substitutions: See Section 01 2513 - Product Substitution Procedures.

### 2.03 EPOXY PATCHING AND REPAIR MATERIALS

- A. Epoxy Repair: 100 percent epoxy resin filler and surfacer; conform to pot life and workability limits.
  - 1. Products:
    - a. Tnemec Company, Inc.; Series 215 Surfacing Epoxy, Modified Polyamine Epoxy:
    - b. Euclid Chemical Duraltex
    - c. Simpson Strong-Tie Crack-Pac
    - d. Substitutions See Section 01 2513 Product Substitution Procedures.
- B. Epoxy Casting Resin:
  - 1. Products:
    - a. Tnemec Company, Inc.; Series 218 Mortarclad, Modified Cementitious Mortar:
    - b. Euclid Chemical Duraltex
    - c. Simpson Strong-Tie Crack-Pac
    - d. Substitutions: See Section 01 2513 Product Substitution Procedures.

### 2.04 CONCRETE COLOR

- A. Integral Color Pigment:
  - 1. Southern Color Company

2. L.M. Scofield Company

3. Davis Colors

## 2.05 SEALERS

A. MFG Sealants; Amteco Silox-Sealer

B. The Thompson's Company; Water Seal Concrete Care Sealer

C. Rust-oleum Oxon S-20

D. Substitutions: See Section 01 2513 Product Substitution Procedures..

## 2.06 ANCILLARY MATERIALS

A. Rust Inhibitor:

1. Seymour of Sycamore, Inc.; Green Rebar Epoxy Primer #16-547

2. W.R. Meadows Patch Prime

3. Krylon Tough Coat Rebar Green Epoxy K01732.

4. Substitutions: See Section 01 2513 – Product Substitution Procedures.

B. Portland Cement: ASTM C150, Type I, grey.

C. Sand: ASTM C33 or ASTM C404; uniformly graded, clean.

0D. Water: Clean and potable; in clean container that has not had chemicals or detergents in container. Water must be brought to site because there is no access to water at the site.

E. Steel Welded Wire Reinforcement: Galvanized ASTM A185/A185M, plain type; 6 x 6 (150 x 150).

F. Reinforcing Steel: ASTM A615/A615M Grade 40 (280) billet-steel deformed bars, unfinished.

G. Reinforcing Steel: Deformed bars, ASTM A996/A996M Grade 40 (280), Type A.

1. Galvanized in accordance with ASTM A767/A767M, Class I. OR

2. Epoxy coated in accordance with ASTM A775/A775M.

H. Brushes: Soft nylon bristles.

I. Cloths: Soft, lint free.

J. Products not allowed: Scouring pads, scouring sponges, steel, wool, abrasive cleaners, stripping agents, hard or wire bristle brushes, alcohol, and common cleaning solvents such as "W index."

## PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify that surfaces are ready to receive work.

B. If there are concerns about the tightness of the substrate, perform tape adhesion tests in accordance with STM D 3359 prior to commencing work of this section. If test fails, then repeat cleaning and preparation of surface. Retest. Repeat until test is successful.

C. Beginning of cleaning and preparation work means acceptance of substrate.

### 3.02 CLEANING EXISTING CONCRETE AND STUCCO

A. Provide enclosures, barricades, and other temporary construction as required to protect adjacent work including, but not limited to, sidewalks, pedestrians, and vehicular transportation from damage.

B. Clean concrete surfaces of dirt or other contamination using the gentlest method that is effective.

1. Try the gentlest method first, then, if not clean enough, use a less gentle method taking care to watch for impending damage.

2. Clean out cracks and voids using same methods.

C. The following are acceptable cleaning methods, in order from gentlest to less gentle:

1. Refer to Section 09 0691 - Preparation and Finishing Schedule.

2. Urban Issues: For urban issues that require trisodium phosphate cleaning, lightly scrub with soft brush.

a. Trisodium phosphate solution.

b. Lightly scrub with soft brush.

c. Flush area with clean water.

3. Method 1:

a. Increase water pressure to maximum 100 psi with hand pump sprayer.

b. Remove soluble salts from surface starting at top of sculpture and working down to bottom using a water solution in a hand pump sprayer.

c. Rinse with clean water.

- d. Hand wash with pH 7, neutral, non-ionic paste mixed in clean water solution, to remove dirt, chalk, dust, and other surface soils.
- e. Rinse with clean water.
- f. Hand dry.
- 4. Method 2:
  - a. Increase water blasting pressure as required to maximum 400 psi.
  - b. Remove soluble salts from surface starting at top of sculpture and working down to bottom using a water solution in a hand pump sprayer.
  - c. Rinse with clean water.
  - d. Hand wash with pH 7, neutral, non-ionic paste mixed in clean water solution, to remove dirt, chalk, dust, and other surface soils.
  - e. Rinse with clean water.
  - f. Hand dry.
- 5. Method 3:
  - a. Increase water blasting pressure as required to maximum 400 psi.
  - b. Remove soluble salts from surface starting at top of sculpture and working down to bottom using a water solution in a hand pump sprayer.
  - c. Rinse with clean water.
  - d. Hand wash with pH 7, neutral, non-ionic paste mixed in clean water solution, to remove dirt, chalk, dust, and other surface soils.
  - e. Rinse with clean water.
  - f. Areas that require additional cleaning: Hand wash with alkaline cleaning agent specified herein mixed in clean water solution.
  - g. Rinse with clean water.
  - h. Hand dry.
- 6. Method 4: To be used only for spot cleaning in damaged areas coordinated with Public Art Consultant and Project Implementation Manager.
  - a. Test acidic cleaning agent on mock-up surfaces to determine effective time of use to spot clean.
  - b. Hand clean with acid cleaning agent specified herein for the least amount of time that is effective.
  - c. Rinse with clean water.

### 3.03 BLASTING

- A. Refer to Section 09 0193 – Blast Cleaning for sponge jet blasting
- B. Abrasive Blasting:
  - 1. Use only abrasive media that have been proven not to damage concrete by testing on mock-up or for which a test on the “Homage to St. EOM’s Pasaquan,” “Totem 4,” and “Wall 1” has been performed and accepted and a report on that test has been submitted and accepted.
  - 2. Refer to Section 09 0193 – Blast Cleaning for abrasive blasting.
- C. Water Blasting: Refer to Section 09 0193 – Blast Cleaning for water blasting

### 3.04 PREPARING UNPAINTED, EXISTING, CONCRETE AND STUCCO SURFACES

- A. Refer to Section 09 691 – Preparation and Finishing Schedule.
- B. Concrete: Intact substrate, bare concrete.
  - 1. Refer to Preparation and Finishing Schedule
- C. Concrete 1: Unpainted Artwork substrate.
  - 1. Cleaning Method 1.
  - 2. Use hand tools to remove failed concrete.
  - 3. Repair concrete with epoxy repair material.
  - 4. Feather edges smooth to adjoining surface.
  - 5. Wipe surface with damp cloth to remove dust and exfoliated material.
  - 6. Hand dry surface.
- D. Stucco
  - 1: Intact substrate, unpainted.
    - 1. Cleaning Method 1 front and Cleaning Method 3 sides and rear.
    - 2. Refer to Section 07 9005 Joint Sealants

- E. Do not use any of the following cleaning methods, unless otherwise indicated:
  - 1. Brushes with wire bristles, grinding with abrasives, solvents, hydrochloric or muriatic acid, sodium hydroxide, caustic soda, or lye.
  - 2. Soap and detergent that is not non-ionic.
  - 3. Water washing pressure in non-approved areas.
  - 4. Steam cleaning or steam generated, hot water washing.
  - 5. Abrasive blasting with materials that are not approved.

### 3.05 PAINT AND GRAFFITI REMOVAL

- A. Clean concrete surfaces of dirt or other contamination using the gentlest method that is effective.
  - 1. Try the gentlest method first, then, if not clean enough, use a less gentle method taking care to watch for impending damage.
  - 2. Clean out cracks and voids using same methods.
- B. The following are acceptable cleaning methods, in order from gentlest to less gentle:
  - 1. Cleaning Method 1, Cleaning Method 2, Cleaning Method 3, then Cleaning Method 4, as described above.
  - 2. Abrasive Blasting: Use only abrasive media that have been proven not to damage concrete by testing on mock-up or approved test and report on "Homage to St. EOM's Pasaquan", "Totem 4," "Wall 1."
  - 3. Sponge Jet Blasting: Refer to Section 09 0193 – Blast Cleaning.
  - 4. Water blasting: Refer to Section 09 0193 – Blast Cleaning.
- C. Concrete and Precast Concrete: Intact substrate with prime coat, color coat, and clear coat:
  - 1. Scarify surface by hand and mechanically using fine abrasive to ensure that the clear coat finish is tightly adhered.
  - 2. Remove dust and exfoliated debris.
- D. Concrete and Precast Concrete: Intact substrate with prime and color coats adhering and clear coat delaminating:
  - 1. Scarify the surface with fine abrasive to remove existing, delaminating, clear coating.
  - 2. Feather edges of remaining, adhered clear coat.
  - 3. Remove dust and exfoliated debris.
- E. Concrete and Precast Concrete: Intact substrate with prime coat adhering and color and clear coat delaminating:
  - 1. Scarify surface using fine abrasive to feather color and clear coat to point of tight adherence to substrate.
  - 2. Remove dust and exfoliated debris.
- F. Concrete: Intact substrate with prime, color and clear coat delaminating:
  - 1. Scarify surface using fine abrasive to remove existing coating layers, dirt, chalk, dust, and other surface soils.
  - 2. Feather edges smooth.
  - 3. Remove dust and exfoliated debris.
- G. Concrete: Intact substrate with efflorescence:
  - 1. Use hand tools to remove efflorescence.
  - 2. Scarify surface using fine abrasive to feather color finish and clear finish to point of tight adherence to substrate.
  - 3. Feather edges smooth.
  - 4. Remove dust and exfoliated debris.
- H. Do not use any of the following cleaning methods, unless otherwise indicated:
  - 1. Brushes with wire bristles, grinding with abrasives, solvents, hydrochloric or muriatic acid, sodium hydroxide, caustic soda, or lye.
  - 2. Soap or detergent that is not non-ionic.
  - 3. Water washing pressure to over 100 psi.
  - 4. Steam-cleaning or steam-generated hot-water washing.
  - 5. Abrasive blasting with materials not approved.

### 3.06 CONCRETE REPAIR

- A. See the drawings and "Artwork Assessment Manual" for specific areas to be repaired.
- B. Cleaning method described elsewhere.

C. Any blasting requirements for the Artwork or architectural element described elsewhere.

**3.07 CONCRETE REPAIR USING EPOXY**

- A. Hand and mechanically sand surface to remove loose and flaking surfaces.
- B. Remove broken and soft concrete to a minimum depth of 1/4 inch (6 mm).
- C. Mechanically cut away damaged portions of reinforcement.
- D. Remove corrosion from steel and clean mechanically.
- E. Repair by welding new bar reinforcement to existing reinforcement using sleeve splices.
  - 1. Perform welding work in accordance with AWS D1.4.
  - 2. Make welded sleeve splices to achieve strength to exceed strength of new reinforcement.
- F. Cover exposed steel reinforcement with rebar inhibitor primer and then epoxy mortar.
- G. Work epoxy mortar into broken surface and build up patch to match original.
- H. Feather edges of repairs flush to sound surface and trowel surface to match surrounding area.
- I. Clean surfaces adjacent to repair and blend finish.

**3.08 CRACK REPAIR USING EPOXY**

- A. Hand and mechanically sand surface to remove loose and flaking surfaces.
- B. Repair exposed cracks, to match original.
- C. Feather edges of repair epoxy.
- D. Clean surfaces adjacent to repair and blend finish.

**3.09 CONCRETE SURFACE REPAIR USING CEMENTITIOUS MATERIALS**

- A. Remove broken, loose, and soft material. Use form work as required to create alignment with original.
- B. Fill voids with cementitious mortar flush with surface.
- C. Trowel finish to match adjacent concrete surfaces.

**3.10 FIELD QUALITY CONTROL**

- A. An independent testing agency, as specified in Section 00 7200 – General Conditions, will perform field inspection and testing.
  - 1. Test concrete for calcium chloride content during the execution of the Work, as required.

**3.11 CONCRETE CLEANING AND PREPARATION SCHEDULE**

- A. Refer to Section 09 0691 – Preparation and Finishes Schedule.

**END OF SECTION**

**SECTION 03 3000 - CAST-IN-PLACE CONCRETE****PART 1 - GENERAL****1.1 REFERENCES:**

Reference specifications shall be a part of these specifications the same if fully written herein and shall constitute minimum requirements for structural concrete, unless modified herein.

- A. American Concrete Institute "ACI Building Code Requirements for Structural Concrete" (ACI 318-05).
- B. American Concrete Institute "ACI Specifications for Structural Concrete" (ACI 301-05).
- C. Standard Specification for Ready-Mixed Concrete (ASTM C94).
- D. American Society Institute for Testing and Materials (ASTM) specifications referred to by serial designation and latest year of adoption or revision.

**1.2 QUALITY ASSURANCE:**

Concrete shall be designed, mixed, handled, placed, protected, cured, tested, and evaluated in accordance with these specifications and the latest ASTM standards applicable.

**1.3 SUBMITTALS**

- A. General: Make submittals in accordance with Section 01 33 00.
- B. Proposed Concrete Mix Designs: Submit for each class and strength of concrete including separate mix designs for variations in air entrainment and admixtures.

**PART 2 - PRODUCTS****2.1 CONCRETE:**

Concrete shall be ready-mixed and shall have natural sand fine aggregate and normal weight coarse aggregates conforming to ASTM C33, Type I Portland Cement conforming to ASTM C150, and shall have a minimum 28 day compressive strength as indicated on the drawings. For concrete exposed to freezing and thawing or deicing chemicals, entrain air to produce total air content of 5% plus or minus 1%. Use normal weight concrete for all concrete unless noted otherwise.

- A. Minimum 28 day strength is 4000 psi
- B. Concrete shall be free from calcium chloride or admixtures containing chloride other than impurities from admixtures.
- C. Fly ash or other pozzolans shall conform to ASTM C 618.

**2.2 GROUT:**

Non-shrink grout specified for use under column base plates or beam bearing plates shall conform to Corps of Engineers Specification CRD-C 621. Minimum 28-day compressive strength shall be 5000 psi.

**2.3 REINFORCEMENT:**

- A. Concrete reinforcing bars shall conform to ASTM A615, Grade 60. Bars shall not be welded or heated unless indicated on the contract documents. Detailing of reinforcement shall be in

accordance with ACI 315-99. Bar development and lap splice lengths shall be in accordance with ACI 318. Prior to placing concrete, all reinforcing steel shall be free of rust scale, or any foreign material.

- B. Welded plain wire reinforcement (WWR) shall be supplied in flat sheets and shall conform to ASTM A 185 with wire conforming to ASTM A 82 which has a minimum yield strength of 70 ksi.

#### 2.4 VAPOR BARRIER:

See Section 07111 Underslab Vapor Barrier. In the absence of Section 07111, as a minimum, provide a vapor retarder under slabs that are likely to receive an impermeable floor finish as described below. Vapor retarder shall be 6-mil polyethylene with joints lapped and sealed in accordance with the manufacturer's installation instructions, with minimum laps shall not be less than 6 inches.

### PART 3 - EXECUTION

#### 3.1 CONCRETE MIXES:

- A. Concrete work shall conform to all requirements of ACI 301-05 Specifications for Structural Concrete for Buildings, except as modified herein. Mix designs shall be submitted for review only with acceptance being based on tests. Any of the methods of proportioning contained in ACI 301 and ACI 318 are acceptable. Concrete shall not contain calcium chloride. Mix design shall specify an expected slump based on admixtures used and consolidation methods to be used. Concrete sampling and testing shall be performed according to the requirements in ACI 318.

#### 3.2 CONCRETE MIXING & DELIVERY:

Ready-mixed concrete shall be mixed and delivered in accordance with the requirements of "Standard Specification for Ready-Mixed Concrete" (ASTM C94).

#### 3.3 CONCRETE CONVEYING & DEPOSITING:

Perform placement of concrete according to ACI 318. All concrete shall be thoroughly consolidated and worked around all reinforcement, embedded items and into corners.

#### 3.4 CONCRETE PLACEMENT DURING HOT OR COLD WEATHER:

- A. Hot Weather Concreting: Provide adequate methods of lowering temperature of concrete ingredients so that the temperature of concrete does not exceed 90 degrees F when placed. Follow recommendations of ACI 305 "Hot Weather Concreting".
- B. Cold Weather Concreting: Protect fresh concrete from freezing and maintain temperatures above designated minimums to allow proper curing of the concrete. Cold weather is defined as a period when the expected daily mean temperature (Degrees Fahrenheit) is below 40 degrees for more than 3 successive days. Follow recommendations of ACI 306 "Cold Weather Concreting" to ensure durable concrete.

#### 3.5 FLATWORK FINISHES:

- A. Interior floor slabs shall be screeded to proper level, floated, and troweled to a level and flat finish, level along walls and from corner to corner. Floor Flatness and Levelness shall

achieve  $F_F = 50$  and  $F_L=33$ . Apply liquid curing and hardening compound as manufactured by W. R. Grace or W. R. Meadows in all areas not to receive a finish floor material.

- B. Exterior slabs, steps, walks, and other surfaces shall be screeded to the proper level or slope, floated and troweled to a level and flat finish, after troweling, exterior surfaces shall be given a light broom finish transverse with long dimension. All surfaces shall slope to drain without puddles or standing water. Use edger on all joints and edges. Floor Flatness and Levelness shall achieve  $F_F=25$  and  $F_L=17$
- C. Floors shall receive a hard steel-troweled finish unless noted otherwise.

### 3.6 CONCRETE CURING:

Exposed surfaces of concrete shall be protected from premature drying and against rain. Curing may be accomplished by (1) curing compound, or (2) water ponding, continuous spray or seep hoses or (3) moisture retaining coverings. Curing procedures shall be maintained to keep the concrete moist for at least 7 days after placement.

### 3.7 TESTING:

- A. Concrete sampling, inspection and testing services shall be made by an independent testing laboratory selected by the Owner. All samples, tests, cylinders, and transportation shall be made by testing laboratory personnel. All above work shall conform to the requirements of ACI 318. Single copies of all reports shall be sent to Owner, Architect, Contractor, and Concrete Producer.
- B. Two slump tests shall be performed in accordance with ASTM C 143 at time of making cylinders for strength tests. Slump in excess of design slump shall be cause to reject concrete represented by slump test.
- C. Concrete strength shall be evaluated and accepted in accordance with ACI 318. For each class of concrete prepare one set of 4 cylinders for each 50 cubic yards or fraction thereof. Each strength test shall be the average of the strengths of two cylinders. If 42 day test is below the required 28-day strength, concrete core tests shall be made at Contractor's expense. Test one cylinder at 7 days, 2 cylinders at 28 days and hold one cylinder in reserve in case of low strength to be tested at 42 days.
- D. Results for all concrete compressive strength tests shall be available on the job site for review by the inspector.

**END OF SECTION 03300**

**SECTION 05 0100  
CLEANING AND PREPARATION OF METALS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Cleaning of existing metal surfaces.
- B. Repair of exposed structural and surface damage.
- C. Resurfacing of damaged metal surfaces.
- D. Scope of Work: As indicated on the drawings and in the "Artwork Assessment Manual."

**1.02 RELATED WORK**

- A. Section 00 3507 - "Artwork Assessment Manual."
- B. Water Blasting: Refer to Section 09 0193 – Blast Cleaning.
- C. Sponge Blasting: Refer to Section 09 0193 – Blast Cleaning.
- D. Schedule: Refer to Section 09 0691 – Preparation and Finishing Schedule.
- E. Preprimer: Refer to Section 09 9600 – High-Performance Coatings.

**1.03 REFERENCE STANDARDS**

- A. ASTM D 3359 – Standard Test Methods for Measuring Adhesion by Tape Test; 2009e2.
- B. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; American Welding Society; 2005.

**1.04 DEFINITIONS**

- A. Profile – Abrasive blast surface to create texture of peaks and valleys to prepare for coating. For clean metal the profile is 1-2 mils.
- B. Scarify – Hand and mechanically sand to abrade the surface to prepare for coating.

**1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Precleaning and Prepreparation Meeting: Convene one week before starting work of this section.
  - 1. Required Attendees:
    - a. Project Implementation Manager.
    - b. Public Art Consultant.
    - c. Contractor.
    - d. Subcontractor for metal cleaning.
    - e. Subcontractor for metal blasting.
    - f. Subcontractor for metal repair.
- B. Scheduling: Perform any activity using mechanically generated power only between the hours of 7 am to 7 pm weekdays and 9 am to 7 pm weekends.

**1.06 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.
- C. Material Safety Data Sheets (MSDS): Submit MSDS for each type of material used in cleaning and preparation of metals.
- D. Qualification Statements: Written documentation of cleaning specialist's qualifications and experience, as required.

- E. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within the previous 12 months.
- F. Conservation Treatment Report: Provide complete report including, but not limited to, written documentation, photographs, and completed treatment form for each artwork and treatment procedures.
- G. Test Reports: Submit test reports for blasting and adhesion tests indicating surfaces tested, test method, and results.

#### 1.07 MOCK-UPS

- A. Existing mock-ups
  1. Refer to field reports for Zone G Windmills, artist Vollis Simpson's Artworks' support poles for passivation. Results were negative.
  2. Refer to field report from June 7, 2011 test for removing coating on existing concrete "Homage to St. EOM's Pasaquan," "Totem 4," "Wall 1" and cleaning rusted metal sample. Report contained in Artwork Assessment Manual.
- B. Provide mock-up of each type of metal surface to be cleaned and prepared for this Work.
- C. Mock-up shall not be incorporated as part of the Work.
- D. Accepted mock-ups shall be a comparison standard for the remaining work.
- E. When work is complete, remove mock-up and clear area.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturers' instructions for storage, shelf life limitations, and handling of products.

### PART 2 PRODUCTS

#### 2.01 CLEANING MATERIALS

- A. Urine and Biological Fluid Removal:
  1. Trisodium phosphate.
  2. Solution: 2 lbs of trisodium phosphate dissolved per gallon of hot water, minimum 160 degrees F.
- B. Soluble Salt Removal:
  1. Salt-Away Products, Inc.; Salt-Away: [www.saltawayproducts.com](http://www.saltawayproducts.com) or approved equal.
  2. Salt-X
  3. Salt Terminator
  4. Substitutions: See Section 01 2513 Product Substitution Procedures.
- C. Detergents: Neutral, non-ionic, nontoxic cleaning agent. Product is acceptable to coating manufacturer.
  1. Proctor & Gamble; Orvus WA Paste: [www.pgpro.com](http://www.pgpro.com)
  2. Industrial Soap Company, Inc.: Envirotex Zyfo Cleaner Concentrate:
  3. Pure liquid Ivory soap
  4. Substitutions: See section 01 2513 - Product Substitution Procedures.
- D. Liquid Neutral to Alkaline Cleaning Agents: Product is acceptable to coating manufacturer.
  1. Liquid: Sunshine Makers, Inc.; Simple Green: [www.simplegreen.com](http://www.simplegreen.com).
  2. Masonre B+ Advanced Multi-Surface Cleaning.
  3. Red Devil, Inc. Trisodium Phosphate (TSP)
  4. Substitutions: See Section 01 2513 Product Substitution Procedures.
- E. Acidic Cleaning Agent: Acceptable to cleaning system manufacturer, coating manufacturer, Project Implementation Manager, and Public Art Consultant.
- F. Blasting Medium: Refer to Section 09 0193 – Blast Cleaning. H. Water Blasting: Refer to Section 09 0193 – Blast Cleaning.

#### 2.02 METAL PATCHING AND REPAIR MATERIALS

- A. Metal Filler:
  1. Dynatron Bondo; Dynalite:
  2. 3M; 5800/5801 Lightweight Body Filler
  3. 3M; Bondo:
  4. U.S. Chemical and Plastics; All Metal Body Filler Putty:
  5. Substitutions: See Section 01 2513 - Product Substitution Procedures.

**2.03 ANCILLARY MATERIALS**

- A. Brushes: Soft nylon bristles.
- B. Cloths: Soft, lint free.
- C. Water: Clean and potable; in clean container that has not had chemicals or detergents in container. Water must be brought to site because there is no access to water at the site.
- D. Welding Materials: AWS D1.1; type required for materials being welded.
- E. Anchoring Adhesive
  - 1. Hilti Corp.; Adhesive Anchoring System: HIT-HY 200 Safe-Set and Mixer tips.
  - 2. Simpson Strong-Tie-XP
  - 3. Red Head Epcon S7 Fast Cure Hybrid Epoxy Adhesive
  - 4. Substitutions: See Section 01 2513 - Product Substitution Procedures.
- F. Expansion Anchors:
  - 1. Hilti Corp.; Kwik Bolt - KB3 316 stainless steel ½" x 4 ½".
  - 2. Simpson Strong-Bolt 2
  - 3. Red Head Tru-Bolt
  - 4. Substitutions: See Section 01 2513 - Product Substitution Procedures.
- G. Structural attachments: stainless steel shims, angles, bolts, nuts, caps and screws.
- F. Products not allowed: Scouring pads, scouring sponges, steel, wool, abrasive cleaners, stripping agents, hard or wire bristle brushes, alcohol, and common cleaning solvents such as "Windex."

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work.
- B. Passivity Testing: Place copper sulfate solution on surface of metal. If it turns black, the surface is passivated.
- C. If there are concerns about the tightness of the substrate, perform tape adhesion tests in accordance with ASTM D 3359 prior to commencing work of this section. If tests fail, repeat cleaning and preparation of surface. Retest. Repeat until test is successful.
- D. Beginning of installation means acceptance of substrate.

**3.02 DISMANTLING EXISTING METAL**

- A. Refer to Section 02 4100 – Demolition.
- B. Zone G Windmills: Coordinate with artist, Vollis Simpson, as required for dismantling of existing Artwork for cleaning and restoration work offsite by others.

**3.03 CLEANING EXISTING METAL**

- A. Passivity Cleaning:
  - 1. Wash passivated surfaces with appropriate cleaning or detergent solution.
  - 2. Rinse well and dry.
- B. Urban Issues: For urban issues that require trisodium phosphate cleaning, lightly scrub with soft brush.
  - 1. Trisodium phosphate solution.
  - 2. Lightly scrub with soft brush.
  - 3. Flush area with clean water.
- C. Provide enclosures, barricades, and other temporary construction as required to protect adjacent work including, but not limited to, sidewalks, pedestrians, and vehicular transportation from damage.
- D. Clean metal surfaces of dirt or other contamination using the gentlest method that is effective.
  - 1. Try the gentlest method first, then, if not clean enough, use a less gentle method taking care to watch for impending damage.
  - 2. Clean out cracks and voids using same methods.
- E. The following are acceptable cleaning methods, in order from gentlest to less gentle:
  - 1. Refer to Section 09 0691 – Preparation and Finishing Schedule.
  - 2. Method 1:
    - a. Increase water blasting pressure to maximum 100 psi.
    - b. Remove soluble salts from surface starting at top of sculpture and working down to bottom using a water solution in a hand pump sprayer.
    - c. Rinse with clean water.
    - d. Hand wash with pH 7, neutral, non-ionic paste mixed in clean water solution, to remove dirt, chalk, dust, and other surface soils.

- e. Rinse with clean water.
- f. Hand dry.
- 3. Method 2:
  - a. Increase water blasting pressure to maximum 400 psi.
  - b. Remove soluble salts from surface starting at top of sculpture and working down to bottom using a water solution in a hand pump sprayer.
  - c. Rinse with clean water.
  - d. Hand wash with pH 7, neutral, non-ionic paste mixed in clean water solution, to remove dirt, chalk, dust, and other surface soils.
  - e. Rinse with clean water.
  - f. Hand dry.
- 4. Method 3:
  - a. Increase water blasting pressure to maximum 400 psi.
  - b. Remove soluble salts from surface starting at top of sculpture and working down to bottom using a water solution in a hand pump sprayer.
  - c. Rinse with clean water.
  - d. Hand wash with pH 7, neutral, non-ionic paste mixed in clean water solution, to remove dirt, chalk, dust, and other surface soils.
  - e. Rinse with clean water.
  - f. Areas that require additional cleaning: Hand wash with alkaline cleaning agent specified herein mixed in clean water solution.
  - g. Rinse with clean water.
  - h. Hand dry.
- 5. Method 4:
  - a. Use Cleaning Method 4 on stainless steel only if sponge blasting does not succeed in removing rust.
  - b. Test acidic cleaning agent on mock-up surfaces to determine effective time of use to spot clean.
  - c. Hand clean with acid cleaning agent specified herein for the least amount of time that is effective.
  - d. Rinse with clean water.

### 3.04 BLASTING

- A. Refer to Section 09 0193 – Blast Cleaning for blasting
- B. Abrasive Blasting: Use only abrasive media that have been proven not to damage metal by testing on mock-up or for which a test has been performed and accepted and a field report on that test has been submitted and accepted.

### 3.05 PREPARING METAL SURFACES

- A. Refer to Drawings and “Artwork Assessment Manual” for specific Artwork and surfaces to be repaired.
- B. Clean metal surfaces of loose coating materials, dirt, and contamination using the gentlest method that is effective for tightly adhering surfaces. Refer to “Artwork Assessment Manual” for testing reports.
- C. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Note that if galvanized metal is treated like other metals, the galvanized coating will be destroyed and have to be reapplied.
- D. Ferrous Metal:
  - 1. Remove loose rust, loose mill scale, and other foreign substances using power tools according to SSPC-SP 3.
  - 2. In addition, for surfaces to be finished, remove tight rust to bare metal using hand tools according to SSPC-SP 2, power tools according to SSPC-SP 3 or -SP 11, blast cleaning according to SSPC-SP 5, -SP 6, or -SP 7 or -SP 10, and protect from corrosion until coated.
  - 3. Solvent clean.
- E. Metal 1: Tightly adhering color coating substrate and rust:
  - 1. Locations:
    - a. Zone A “Quilt Traditions” Sunshade Structure.
    - b. Zone J “The Gourd Tree” by artist Wayne Caudell.
  - 2. Disassemble parts.
  - 3. Abrasive blasting to remove clear coating, loosely adhering paint and rust. Refer to Section 09 0193 – Blast Cleaning.

4. Scarify the surface with hand and mechanical sanding using a fine abrasive to remove existing sealer coating, dirt, chalk, rust and other contaminants.
  5. Remove rust to bright metal and feather edges.
  6. Hand wipe surface with a solvent to remove dust and exfoliated debris.
  7. Prime areas of removal to bare metal with pre-primer. Use brush application.
- F. Metal 2: Delaminating color coating and rusting substrate:
1. Locations:
    - a. Zone G Windmills by artist James Harold Jennings; three sculptures.
    - b. Zone G Windmills by artist Vollis Simpson; four support poles.
    - c. Zone H1 Rolling Hills of Georgia by artist R.A. Miller; "16 Shapes."
  2. Cleaning Method 1.
  3. Abrasive blasting to remove clear coating, loosely adhering paint and rust. Refer to Section 09 0193 – Blast Cleaning.
  4. Hand and mechanically sand to remove rust and feather the surfaces.
  5. Replace deteriorated metal areas; coordinate with Public Art Consultant and Project Implementation Manager.
  6. Hand wipe with solvent to remove dust and exfoliated debris.
  7. Prime paint areas of removal to bare metal with pre-primer. Use brush application.
- G. Metal 3: Rusting structural attachments:
1. Location:
    - a. Zone B Sculpture Garden by Harold Rittenberry
  2. Abrasive blasting to remove clear coating, loosely adhering paint and rust. Refer to Section 09 0193 – Blast Cleaning.
  3. Location:
    - a. Zone H2 Animals by Burgess Dulaney and Tim Lewis
  4. Wire brush to remove rust.
  5. Hand wipe with solvent to remove dust and exfoliated debris.
  6. Spot prime paint with pre-primer. Use brush application.
- H. Metal 4: New structural stainless steel attachments and shims to be painted:
1. Location:
    - a. Zone G Windmills by artist James Harold Jennings, "Star Wheel with Guitar Girls"
  2. Abrasive blasting to profile surface 1-2 mils for painting.
  3. Refer to Artwork Assessment Manual Treatment Protocol Summary.
- I. Do not use any of the following cleaning methods, unless otherwise indicated:
1. Brushes with wire bristles, grinding with abrasives, solvents, hydrochloric or muriatic acid, sodium hydroxide, caustic soda, or lye.
  2. Soap or detergent that is not non-ionic.
  3. Water washing pressure to over 100 psi.
  4. Steam-cleaning or steam-generated hot-water washing.
  5. Abrasive blasting with materials other than those allowed.

### **3.06 ANCHORING METAL SCULPTURE**

- A. Remove damaged and broken anchors and clean anchoring locations.
- B. Provide new anchors and grout in place.

### **3.07 METAL STRUCTURAL MEMBER REPAIR 1 – ZONE G JENNINGS ARTWORK**

- A. Locations:
  1. Zone G Windmills by artist James Harold Jennings, "Star Wheel with Guitar Girls" and "Gateway."
- B. See the drawings and "Artwork Assessment Manual" for specific areas to be repaired and which sculptural elements will be repaired off-site.
- C. Disassemble parts.
- D. Refer to requirements herein for cleaning and preparation.
- E. Refer to Section 09 0193 – Blast Cleaning for blasting.
- F. Remove corrosion from steel and clean mechanically.
- G. Remove broken and soft metal.
- H. Mechanically cut away damaged portions of metal that are structurally unsound.
- I. Repair structurally unsound metal by welding new metal to existing. Grind welds smooth.
  1. Perform welding work in accordance with AWS D1.4.

- J. For minor metal damage including, but not limited to, dents that are too large to fill with paint or coating, fill with metal filler. Sand smooth.
- K. Feather edges of repairs flush to sound surface and finish surface to match surrounding area.
- L. Spot prime areas of rust and new metal with pre-primer. Use brush application.

### **3.07 METAL STRUCTURAL MEMBER REPAIR 2 – ZONE G SIMPSON ARTWORK**

- A. Locations: Zone G Windmills by artist Vollis Simpson; four whirligig sculptures.
- B. See the drawings and “Artwork Assessment Manual” for specific areas to be repaired.
- C. Disassemble parts.
- D. Cleaning Method 1.
- E. Remove and cut away damaged gears, connections, and portions of metal that are structurally unsound.
- F. Remove broken and soft metal.
- G. Refer to Section 09 0193 – Blast Cleaning for blasting.
- H. Repair structurally unsound metal by welding new metal to existing. Grind welds smooth.
  - 1. Perform welding work in accordance with AWS D1.4.
- I. For minor metal damage including, but not limited to, dents that are too large to fill with paint or coating, fill with metal filler. Sand smooth.
- J. Feather edges of repairs flush to sound surface and finish surface to match surrounding area.
- K. Spot prime areas of rust and new metal with pre-primer. Use brush application.

### **3.08 FIELD QUALITY CONTROL**

- A. An independent testing agency, as specified in Section 01 7200 General Conditions, will perform field inspection and testing, if required.

### **3.09 METAL CLEANING AND PREPARATION SCHEDULE**

- A. Refer to Section 09 0691 – Preparation and Finishes Schedule.

**END OF SECTION**

## SECTION 05 1200 - STRUCTURAL STEEL

### PART 1 - GENERAL

#### 1.1 REFERENCES

Reference specifications shall be a part of these specifications the same if fully written herein and shall constitute minimum requirements for Structural Steel, unless modified herein.

- A. Specification for Structural Steel Buildings (March 9, 2005) by The American Institute of Steel Construction, Inc. (ANSI/AISC 360-05)
- B. Seismic Provisions for Structural Steel Buildings (March 9, 2005) (ANSI/AISC 341-05) including Supplement No. 1 (November 16, 2005) (ANSI/AISC 341s1-05) (These provisions are applicable when the seismic response modification coefficient, R, is greater than 3, regardless of the seismic design category).
- C. Specification for Structural Joints using ASTM A325 or A490 bolts (June 30, 2004) by Research Council on Structural Connections (RCSC)
- D. Code of Standard Practice for Steel Buildings and Bridges (March 18, 2005) by The American Institute of Steel Construction, Inc. (AISC)
- E. Welding: AWS D1.1-2004 Structural Welding Code-Steel by American Welding Society (AWS) except alternate provisions specified in Section J2 by AISC Specification for Structural Steel Buildings (ANSI/AISC 360-05) in lieu of AWS D1.1 provisions.
- F. Welding: ANSI/AWS B2.1: 2005 Specification for Welding Procedure and Performance Qualification
- G. American Society for Testing and Materials (ASTM) – Various ASTM standards as referenced by ASTM designation number

1.2 SUMMARY OF WORK: Refer to the drawings for locations and quantity of structural steel required in this project.

1.3 QUALITY ASSURANCE: Qualifications

- A. Fabricator: Minimum 5 years experience within the last 5 years in fabrication of structural steel for products of similar magnitude and type as in this project.
- B. Erector: Minimum 5 years experience within the last 5 years of erection of structural steel for products of similar magnitude and type as in this project.
- C. Welders: AWS qualified for welds performed according to AWS standards listed above.
- D. All work including but not limited to fabrication, transportation, handling, storage, erection, temporary bracing and testing shall conform to the standards listed above.

1.4 SUBMITTALS

- A. General: Make submittals in accordance with Section 01 33 00.
- B. Shop Drawings:
  - 1. Clearly show all dimensions, typical and special details. Fabrication shall not begin until after the Architect's review and approval. Shop drawings will not be reviewed prior to Contractor's review and approval.
  - 2. All details and notes appearing on the contract drawings and giving information for the erection of structural steel shall be shown. Shop drawings will not be reviewed without such information.

3. Provide complete connection information. Fabricator shall select and complete the connection details using the LRFD method.
4. End shear connections for all structural beams shall be designed with  $\frac{3}{4}$ " diameter A325 bolts. Unless noted otherwise, end connections for non-composite beams shall be designed to resist 50% of the maximum total uniform loads given in tables 3-6, 3-8 and 3-9 in Part 3 of the 13<sup>th</sup> Edition of the AISC Steel Construction Manual. If a higher value is given on the drawings, end connection shall be designed for that higher load. Composite beams shall be designed for the loads shown on the drawings.
5. Shop drawings shall be prepared under the supervision of a Professional Engineer registered in the state of the location of the Project.
6. The structural steel fabricator shall be responsible for the design of all connections not detailed on the construction documents.

C. Test Reports: Furnish Architect with two copies within five days of test.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Structural steel rolled W Shapes shall conform to ASTM A992 Grade 50. All other structural steel rolled shapes and plates shall conform to ASTM A36 as a minimum.
- B. All hollow structural sections (HSS Rectangular, Square or Round) shall conform to ASTM A 500, Grade B.
- C. Structural steel Pipe shall conform to ASTM A 53, Type E or S. Grade B.
- D. Anchor bolts shall conform to ASTM F1554 Grade 36, unless noted otherwise.
- E. Connection bolts, nuts and washers for structural members shall conform to the following unless noted otherwise: All bolts - ASTM A325 unless noted otherwise, Nuts – ASTM 563, Washers – ASTM F436. Bolts specified as A307 shall conform to ASTM A307. All frames with Fully Restrained (FR) connections and all Braced Frames are slip-critical joints and shall use Twist-off type tension bolt Pretensioning.
- F. Welding electrodes for shop and field welds shall conform to AWS D1.1 for matching filler metal requirements, with E70XX as minimum. All weld filler metal shall be capable of producing welds that have a minimum charpy V-notch toughness of 20 ft-lb at 0 degrees F.
- G. All steel shall be free of any Passivators or stabilizers.
- H. A Testing Entity shall conduct test on representative areas of the material prior to installation. Any material that is found to have Passivators or stabilizers shall be removed in an approved manner by the Construction Managers/General Contractors at no additional cost to Fulton County Schools.

## PART 3 – EXECUTION

- 3.1 Contractor shall review the structural capacities of areas to be used for material storage and lifting devices. No areas shall be loaded beyond their design live loads or structural capacities.
- 3.2 Installation: Structural steel shall be erected in accordance with approved shop drawings and in conformance with the referenced specifications.
- 3.3 Structural steel detailing shall conform to the AISC Specification, AISC Steel Construction Manual, AISC Code of Standard Practice and as applicable, The Seismic Provisions for Structural Steel Buildings (2005) including Supplement No. 1 (2005).

- 3.4 Welding shall conform to the Standards of the American Welding Society. All welding shall be performed by AWS Qualified Certified Welders. If a fillet weld is shown or implied, the minimum size shall be 3/16" unless noted otherwise.
- 3.5 Splicing of structural steel members where not detailed on the contract documents is prohibited without the prior approval of the Structural Engineer as to location, type of splice and connection to be made.
- 3.6 Any fully restrained (FR) moment connection, noted as "FR" connection on the drawings shall be designed and detailed in accordance with Part 12 of The AISC Steel Construction Manual (13<sup>th</sup> Edition).
- 3.7 Where members are shown framing into each other but no connection is specified, the connection shall be accomplished with a 3/16" fillet weld all around. (ie: Where angle bracing is shown but no end connection specified)
- 3.8 If a deformed reinforcement bar is to be welded to a structural steel member or plate, the bar material shall conform to ASTM A 706 (Weldable rebar)
- 3.9 Deformed bar anchors (DBA) shall conform to ASTM A 496 and shall be automatically end welded with suitable welding equipment in the shop or in the field.
- 3.10 Headed concrete anchors (HCA) shall conform to ASTM A 108 and shall be automatically end welded with suitable welding equipment in the shop or in the field.
- 3.11 Steel shall be cleaned of rust, loose mill scale and other foreign materials where required for proper fabrication, fitting up or welding.
- 3.12 All steel that is directly exposed to the wetting effects of weather and all steel that is to be permanently exposed to view shall be shop painted with a standard rust inhibiting primer that is compatible with the final coat of paint. Surface preparation and painting shall be in accordance with the provisions in AISC Code of Standard Practice for Steel Buildings and Bridges and as specified in The Steel Structures Painting Council (SSPC) Manuals. Steel areas to be welded or to be contact surfaces of friction type connections shall not be painted until after connections have been made. Touch up all areas damaged prior to final placement. All steel that is to be fire protected with spray-applied material should not be painted. All steel exposed to view shall be shop primed and painted according to specification 09900 Paintings and Coatings.
- 3.13 Structural steel connections not detailed on the contract documents shall be designed and detailed in accordance with the AISC Construction Manual and AISC Detailing for Steel Construction.
- 3.14 All connection bolts shall be 3/4" diameter unless noted otherwise.  
  
All beam connections shall be Snug-Tightened joints unless noted otherwise. All bracing connections shall be slip-critical joints unless noted otherwise. Use Twist-off-Type Tension-Bolt Pretensioning for slip-critical joints.  
  
All bolt tightening shall follow guidelines in 1.01 C above.
- 3.15 Shop and field testing of welded and bolted connections shall be done by an independent testing agency and the following shall be minimum testing criteria as applicable:
  - A. All welds shall be visually inspected.

- B. Fillet welds for beam and girder shear connection plates or angles (10% at random) shall be checked by magnetic particle method for final pass only.
- C. Ultrasonically test 100% of all full penetration welds.
- D. Check 25% of bolts in each shear connection (2 minimum).
- E. Check 25% of column splice fillet welds by magnetic particle on last layers.
- F. All bolted connections shall be tested in accordance with the AISC Specification for Structural Joints using ASTM A325 or A490 Bolts.
- G. The structural steel fabricator and erector shall schedule all work to allow the above testing requirements to be completed.

**END OF SECTION 05 1200**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Sealants and joint backing.

### 1.02 REFERENCE STANDARDS

#### SECTION 07 9005

#### JOINT SEALANTS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2011.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2009.

### 1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics.
- C. Samples: Submit two samples, minimum 4 inches long, illustrating sealant colors for selection for applications where sealant is exposed in final Work.
- D. Manufacturer's Installation Instructions: Indicate special procedures.

### 1.04 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

### 1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which exhibit loss of adhesion or cohesion, or do not cure.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Polyurethane Sealants:
  - 1. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com](http://www.tremcosealants.com).
  - 2. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
  - 3. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 4. BASF Construction Chemicals-Building Systems: [www.chemrex.com](http://www.chemrex.com).
  - 5. Sherwin-Williams Company; Stampede-1/-TX Polyurethane Sealant: [www.sherwin-williams.com](http://www.sherwin-williams.com).
  - 6. Substitutions: See Section 01 2513 - Product Substitution Procedures.

### 2.02 SEALANTS

- A. General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: To be selected by Architect from manufacturer's standard range.

### 2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1667, closed cell polyethylene; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify existing condition. Replace as required with compatible product to remaining product to ensure continuous seal.
- B. Verify that substrate surfaces and joint openings are ready to receive work.
- C. Verify that joint backing and release tapes are compatible with sealant.

**3.02 PREPARATION**

- A. Surfaces are to be completely cured beforehand.
- B. Remove loose materials and foreign matter that could impair adhesion of sealant.
- C. Clean and prime joints in accordance with manufacturer's instructions.
- D. Surfaces are to be dry.
- E. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- F. Protect elements surrounding the work of this section from damage or disfigurement.

**3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
  - 1. Width/depth ratio of 2:1.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave, unless indicated otherwise.

**3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

**3.05 PROTECTION**

- A. Protect sealants until cured.

**END OF SECTION**

**SECTION 07 9196**  
**JOINT GASKETS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Neoprene gaskets.
- B. Scope of Work: As indicated on the drawings and "Artwork Assessment Manual".

**1.02 RELATED WORK**

- A. Section 01 3507 – Artwork Assessment Manual.
- B. Section 05 0100 Cleaning and Preparation of Metals.

**1.03 REFERENCE STANDARDS**

- A. ASTM D2628 - Standard Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements; 1991 (Reapproved 2005).
- B. SAE AMS3209 – Chloroprene (CR) Rubber, Weather Resistant 65-75.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Precleaning/prepreparation Meeting:
  - 1. Part of the larger meeting referenced in other sections for Zone A Sunshade Structure.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating gasket performance criteria, physical and chemical characteristics, substrate preparation, limitations and maintenance instructions.
- C. Product Data: Provide data indicating compatibility with adhesive attachment.
- D. Material Safety Data Sheets (MSDS): Submit MSDS for each type of material.
- E. Samples: Submit two samples, minimum 4 inches long, to thickness and compression requirements listed on drawings illustrating gasket materials. Submit any additional samples requested by Public Art Consultant.

**1.06 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**1.07 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed gasket which exhibit loss of resilience or material stability.

**PART 2 PRODUCTS**

**2.01 GASKETS**

- A. ASTM D2628, neoprene (polychloroprene) compression gasket or SAE AMS3209, neoprene (chloroprene) weather resistant gasket.
- B. Color: Black.
- C. Shapes and Sizes: As required for application.
- D. Applications: Use for metal-to-metal joints in locations indicated.

**2.02 ANCILLARY MATERIALS**

- A. Adhesive: To be determined by manufacturer recommendation.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.

**3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair integrity of gaskets.
- B. Clean and prime opening in accordance with manufacturer's instructions.

**3.03 INSTALLATION**

- A. Perform work in accordance with gasket manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Gaskets: Avoid joints except at ends, corners, and intersections; seal all joints with joint sealant; install with face 1/8 to 1/4 inch (3 to 6 mm) below or away from adjoining surface.

**3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

**3.05 PROTECTION**

- A. Protect gaskets until Date of Substantial Completion.

**END OF SECTION**

**SECTION 09 0193  
BLAST CLEANING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Abrasive blast cleaning.
- B. Sponge blast cleaning.
- C. Water blast cleaning.

**SECTION 09 0193****BLAST CLEANING**

D. Scope of Work: As indicated on the drawings and "Artwork Assessment Manual."

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3507 – Artwork Assessment Manual.
- B. Section 02 4100 – Selective Demolition.
- C. Section 03 0100 – Cleaning and Preparation of Concrete.
- D. Section 05 0100 – Cleaning and Preparation of Metals.
- E. Section 09 0691 – Preparation and Finishes Schedule.
- F. Section 09 9600 – High-Performance Coatings.

**1.03 REFERENCE STANDARDS**

- A. ASTM D522 - Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings; 1993a (Reapproved 2008).
- B. ASTM E 1575 – Standard Practice for Pressure Water Cleaning and Cutting; 2008.
- C. SSPC-SP 5 – White Metal Blast Cleaning; Society for Protective Coatings; 2007.
- D. SSPC-SP 6 - Commercial Blast Cleaning; Society for Protective Coatings; 2007.
- E. SSPC-SP 7 - Brush-Off Blast Cleaning; Society for Protective Coatings; 2007.
- F. SSPC-SP12 – Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating; 2002.
- G. SSPC-SP13 – Surface Preparation of Metal; 2003.
- H. SSPC-SP16 – Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals; 2010.
- I. SSPC-AB4 – Recyclable Encapsulated Abrasive Media (in a compressible cellular matrix); 2009.
- J. OSHA requirements.

**1.04 DEFINITIONS**

- A. Profile – Abrasive blast surface to create texture of peaks and valleys. For clean metal the profile is 1-2 mils.

**1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Precleaning/prepreparation Meeting:
  - 1. Convene one week before starting work on this section.
  - 2. Required Attendees:
    - a. Public Art Consultant.
    - b. Contractor.
    - c. Project Implementation Manager.
    - d. Subcontractor for cleaning.
    - e. Subcontractors for blasting.
    - f. Subcontractor for concrete repair.
    - g. Subcontractors for metal repair.
    - h. Manufacturer's technical representative for blast media and paint system.
  - 3. Agenda at a minimum to cover these items:
    - a. Safety Plan.
    - b. Containment.
    - c. Temporary storage of media and equipment.
    - d. Temporary location of blast booth.
    - e. Sequence and coordination with other subcontractors

- f. Media and extent of surface coating removal.
- B. Scheduling: Perform any activity using mechanically generated power only between the hours of 7 am to 7 pm weekdays and 9 am to 7 pm weekends. Conform to the City of Atlanta Noise Ordinance.

**1.06 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating blasting materials and equipment
- C. Samples: Submit two samples, each 1 lb in weight, of each type of blasting media, other than water.
- D. Manufacturer's Operation Instructions: Indicate special procedures for operating, maintaining, and cleaning blasting equipment.
- E. Safety Plan: Submit a written plan of action covering operational requirements for safe preparation of surfaces; means of protection of surrounding areas from overspray, rebound, and contamination; handling, storage, and disposal of materials; collection and recycling of materials; and work safety for applicator.
- F. Conservation Treatment Report: Provide complete report including, but not limited to, written documentation, photographs, and completed treatment form for each artwork and treatment procedures.

**1.07 QUALITY ASSURANCE**

- A. Applicator Qualifications: The Assigned Special Provider has been approved to perform this work. The company specializes in performing the work of this section with minimum five years documented experience and documented evidence of completion of minimum five similar projects. Written documentation of specialist's qualifications and experience, as required.
- B. Manufacturer's Representative: Sponge Jet, Inc. representative shall be on site to review samples and as required to observe mock-ups and blasting.

**1.08 MOCK-UP**

- A. Existing Mock-ups:
  - 1. Refer to test reports for Zone G Windmills, artist Vollis Simpson's Artworks' support poles for passivation. Results were negative.
  - 2. Refer to field report from June 7, 2011 test for approved materials for removing coating on existing concrete "Homage to St. EOM's Pasaquan," "Totem 4," "Wall 1" and cleaning rusted metal sample. Report contained in Artwork Assessment Manual.
  - 3. Refer to field report on sand blasting test. Report contained in Artwork Assessment Manual.
- B. Provide additional mock-ups illustrating blast cleaning, for each specified type of media and site material condition, as required. Provide written documentation of mock-up surface tested, test method, results and recommendations concluded.
  - 1. Included in report are anticipated nozzle blast pressure, nozzle distance range from surface, media pressure, and nozzle sizes for each site environment and metal and/or concrete material.
  - 2. Included in report are approved media grits.
- C. Mock-ups will be the basis for the standard of work required.
- D. Mock-ups may not remain as part of the Work.

**1.09 TEST**

- A. Test of media as required to confirm the grit size if concerned about sculpture surface damage.

**1.10 FIELD CONDITIONS**

- A. Restrict pedestrian traffic from area where blasting is being performed.
- B. Provide enclosures, barricades, and other temporary construction as required to protect adjacent work including, but not limited to, sidewalks, pedestrians, and vehicular transportation from damage, and as follows:
  - 1. Zone A "Quilt Traditions" painted floor.
  - 2. Zones C and J grassed areas.
  - 3. Streets, highways, and sidewalks.
  - 4. Surface drainage.
  - 5. Surrounding Artwork not receiving blasting.

- C. Tarps, mesh, or plastic may be attached to the DOT fencing to create part of the containment system.
- D. Tarps, mesh or plastic may be attached to the Sunshade Structure to create part of containment system.

## **PART 2 PRODUCTS**

### **2.01 BLAST CLEANING - GENERAL**

- A. Abrasive Media: Meeting the requirements of SSPC-AB4.
- B. Equipment: In accordance with blast media manufacturer recommendations and surface preparation requirements.

### **2.02 LOW PRESSURE WATER CLEANING**

- A. Clean surfaces in accordance with ASTM E 1575.
- B. Refer to specification Section 03 0100 Cleaning and Preparation of Concrete for allowed cleaning products.
- C. Pressures: Less than 1500 psi and as indicated and required to meet surface cleaning requirements.

### **2.03 ABRASIVE BLAST CLEANING**

- A. Abrasives:
  - 1. Concrete Substrates: Use only abrasive media that have been proven not to damage concrete, by testing on mock-up or for which a test on the "Homage to St. EOM's Pasaquan," "Totem 4," and "Wall 1" has been performed and accepted and a field report on that test has been submitted and accepted.
  - 2. Metal Substrates: Use only abrasive media that have been proven not to damage metal, by testing on mock-ups.

### **2.04 SPONGE BLAST CLEANING**

- A. Media: Use appropriate sponge media required to substrate preparation requirements as follows:
  - 1. Lightly aggressive - Spherical Precipitate of Calcium Carbonate
  - 2. Lightly aggressive - 320 grit Aluminum Oxide
  - 3. Highly aggressive - 16 grit Aluminum Oxide

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.

### **3.02 BLAST CLEANING - GENERAL**

- A. Try the gentlest method first, then, if not adequately clean, use a less gentle method taking care to watch for impending damage. Public Art Consultant to verify and prove each successive step to remove additional coating layers including change in blast material and pressure against surface.
- B. Unpainted Concrete, Masonry, and Stucco: Remove surface contamination.
- C. Painted Concrete and Masonry: Remove surface contamination and top layer of coating material to adhering layer.
- C. Galvanized Surfaces:
  - 1. Remove surface contamination and oils.
  - 2. Remove loose rust, top layer of coating material to adhering layer and other foreign substances.
- D. Ferrous Metal:
  - 1. Remove surface contamination and oils.
  - 2. Remove loose rust, top layer of coating material to adhering layer, and other foreign substances.
  - 3. Rust areas to be cleaned to bright metal.
- E. The following are acceptable blasting methods, in order from gentlest to less gentle:
  - 1. Refer to Section 09 0691 – Preparation and Finishing Schedule.

2. Refer to Clean, Blast, Preparation and Paint Schedule in Artwork Assessment Manual.
3. Start at top of Artwork or element and work down consistently moving wand in same direction.
4. Concrete Method 1:
  - a. Remove existing Tnemec Paint clear coat without damage to or disintegration of the pigment coat below.
5. Concrete Method 2:
  - a. Remove existing Tnemec Paint clear coat, then peeling and cracking paint.
6. Metal Method 1:
  - a. Remove existing Tnemec Paint clear coat creating a profile without damage to or disintegration of the pigment coat below.
7. Metal Method 2:
  - a. Remove existing Tnemec Paint clear coat, then peeling and cracking paint creating a profile without damage to or disintegration of the pigment coat below. Remove all rust areas to clean metal with minimal profile required to coat surface.
8. Metal Method 3:
  - a. Where the sculpture is to receive 100% repainting, then remove existing Tnemec Paint clear coat, surface pigment coat to a smooth adhering undercoat. Remove all rust areas to clean metal with minimal profile required to coat surface.
  - b. Public Art Consultant will determine to the extent that additional coating can be removed. Refer to Artwork Assessment Manual for Treatment Protocol Summaries for individual sculptures.

### **3.03 LOW PRESSURE WATER CLEANING**

- A. Refer to Specification Sections 03 0100 and 05 0100 for maximum allowed water pressure.
- B. Refer to Section 09 0691 – Preparation and Finishing Schedule.
- C. Water: Clean, potable. Container is to be clean with no prior chemical use or detergents in tank.
- D. Air: Oil-free; contaminant free.
- E. Pressures:
  1. Method 1:
    - a. Pressure of 1500 psi or less and as indicated and required to meet surface cleaning requirements.
  2. Method 2:
    - a. Less than 400 psi and as indicated and required to meet surface cleaning requirements.
    - b. Cover and protect adjacent artwork. Aim nozzle away from surrounding artwork.

### **3.04 CLEANING**

- A. To greatest extent possible, collect waste material for recycling.
- B. Clean surfaces immediately of overspray and excess material.

### **3.05 PROTECTION**

- A. Protect adjacent and surrounding work from damage.
- B. Protect blast cleaned work from contamination and damage.

### **3.06 WARRANTY**

- A. Provide manufacturer's warranty.

**END OF SECTION**

**SECTION 09 0691  
PREPARATION AND FINISHES SCHEDULE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Schedule for preparation and finishes for existing concrete surfaces.
- B. Schedule for preparation and finishes for existing metal surfaces.
- C. Schedule for preparation and finishes for stucco surfaces.
- D. Scope of Work: As indicated on the drawings and in the "Artwork Assessment Manual."

**1.02 RELATED WORK**

- A. Section 01 3507 - Artwork Assessment Manual.
- B. Section 03 0100 - Cleaning and Preparation of Concrete.
- C. Section 05 0100 - Cleaning and Preparation of Metal.
- D. Section 09 0193 - Blast Cleaning.
- E. Section 07 9005 - Joint Sealants.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Schedule: Submit schedules showing revisions based on coordination with Project Implementation Manager and Public Art Consultant.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Cleaning and Preparation: Refer to other sections.
- B. All sections: Section -1 3507 – Artwork Assessment Manual.
- C. Coatings: Refer to Section 09 9600 – High Performance Coatings.

**PART 3 EXECUTION**

**3.01 PREPARATION AND FINISHES SCHEDULE**

- A. Schedule follows at the end of this section.

**END OF SECTION**

Notes		1 Refer to Drawings Paint Schedule for Item Numbers.								
		2 Refer to Artwork Assessment Manual for Sculpture Site Environments and Artist with Artwork List.								
		3 Refer to Artwork Assessment Manual for Treatment Protocol Summaries and Assessments.								
		Object	Materials			Structural Repair	Cleaning & Preparation	Blasting	Finishes	
Zone	Item	Site Environment	Architectural Element and Artwork	Concrete	Metal	Paint	Refer to 05 0100 Cleaning & Prep of Metals	Refer to 05 0100 Cleaning & Prep of Metals, 03 0100 Cleaning & Prep of Concrete, 09 0193 Blast Cleaning	Refer to 09 0193 Blast Cleaning	Refer to 09 9600 High Performance Coatings, 07 9005 Joint Sealers Spot Primer for bear metal PR-01 as required; Primer for existing painted surfaces as required
A		Quilt Traditions	Floor Quilt	X		X		Concrete Cleaning Method 3		
A	P3	Quilt Traditions	9 Bollards	X		X		Concrete Cleaning Method 2; Concrete Paint Removal		First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat of CTC-01
A	P4	Quilt Traditions	Sunshade structure		X	X		Disassemble parts; Preparing Metal Surfaces 1	Sponge Jet	First coat: One coat of Type PR-01 primer; Second coat: One coat of HPC-01; Top coat: Two coats of CTC-01
A		Quilt Traditions	Cut panels		Stainless steel				Sponge Jet - but not to profile	
A	P2	Quilt Traditions	GA D.O.T. parapet wall	X					Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat of CTC-01
B	P2	Sculpture Garden	GA D.O.T. parapet wall	X					Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat of CTC-01
B	P5	Sculpture Garden	Stucco arcade/wall	Stucco				Concrete Cleaning Method 1 front; Concrete Cleaning Method 3 sides & rear ; Preparing Unpainted Stucco 1		First coat: One coat of Type PR-03 primer; Second coat: One coat of HPC-04; Top coat: One coat of HPC-04;
B	P6, and P7	Sculpture Garden	Archie Byron - bases, bench, frame	X		X		Concrete Cleaning Method 1; Concrete Paint Removal; Concrete Repair		First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: Two coats of CTC-01
B		Sculpture Garden	Archie Byron - sculptures "The Meaning of Love," "Standing Anatomy," "Adam," "Untitled"	X				Concrete Cleaning Method 1; Preparing Unpainted Concrete 1		Top coat: Anti-graffiti coating.
B		Sculpture Garden	Willie and Mae Tarver - sculptures "Faces on the Wall"	X				Concrete Cleaning Method 1; Preparing Unpainted Concrete 1		Top coat: Anti-graffiti coating for first 6'.
B		Sculpture Garden	Harold Rittenberry - sculptures "Good Mornin', Happy Day", "Happy Day, Goin' Fishing", "A Plate Full of Love"		X			bolts - Preparing Metal Surfaces 3	Sponge Jet	
B	P8	Sculpture Garden	Dais for Harold Rittenberry sculptures	X				Concrete Cleaning Method 3	Water Pressure Method 2	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-02; Top coat: One coat of HPC-02

			Object	Materials			Structural Repair	Cleaning & Preparation	Blasting	Finishes
Zone	Item	Site Environment	Architectural Element and Artwork	Concrete	Metal	Paint	Refer to 05 0100 Cleaning & Prep of Metals	Refer to 05 0100 Cleaning & Prep of Metals, 03 0100 Cleaning & Prep of Concrete, 09 0193 Blast Cleaning	Refer to 09 0193 Blast Cleaning	Refer to 09 9600 High Performance Coatings, 07 9005 Joint Sealers Spot Primer for bear metal PR-01 as required; Primer for existing painted surfaces as required
C	P1	Homage to Howard Finster	Seat wall	X					Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat of CTC-01
C	P19	Homage to Howard Finster	Mound and animals	X				Concrete Cleaning Method 1; Preparing Unpainted Concrete 1		Top coat: anti-graffiti coating
D, E, F		Not in contract								
G	P11 & P12	Windmills & Whirligigs	P11 Front walls & P12 curbs (P12 existing unpainted)	X		X		Concrete Cleaning Method 2; walls - Concrete Paint Removal	Water Pressure Method 2	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat of CTC-01
G	P12	Windmills & Whirligigs	P12 landing & steps	X				Concrete Cleaning Method 3	steps - Water Pressure Method 2	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-02; Top coat: One coat of HPC-02
G	P13	Windmills & Whirligigs	GA D.O.T. parapet wall	X					Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat of CTC-01
G	P23	Windmills	James Harold Jennings base	X				Additional concrete cleaning as required	Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: Two coats of CTC-01
G		Windmills & Whirligigs	Vollis Simpson - 4 whirligigs "Mainstream, "Duckdown," "Willis, and "TREVAl"		X	X	Metal Structural Member Repair 2	Take down sculptures, Metal Cleaning Method 1; Preparing Metal Surfaces 2	Sponge Jet	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: Two coats CTC-01.
G		Windmills & Whirligigs	Vollis Simpson - 4 Poles		X	X		Take down sculptures, Metal Cleaning Method 1; Preparing Metal Surfaces 2	Sponge Jet	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: Two coats CTC-01.
G		Windmills & Whirligigs	James Harold Jennings - 3 sculptures "Star Wheel with Guitar Girls," "Fence," and "Gateway"		X	X	Metal Structural Member Repair 1	Take down & disassemble parts. Metal Cleaning Method 1; Preparing Metal Surfaces 2; s/s anchors & shims, Metal Surface Preparation 4	Sponge Jet	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: Two coats CTC-01. (No spot primer required for s/s.)
H1	P22	Rolling Hills of Georgia	Rolling Hills - 5 walls & 1 sculpture base	X		X		Concrete Cleaning Method 2; Concrete Paint Removal; Concrete Repair	Sponge Jet	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01.
H1	P17	Rolling Hills of Georgia	GA D.O.T. parapet wall	X					Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01.
H1		Rolling Hills of Georgia	R.A. Miller - sculptures "16 Shapes"		X	X		Metal Cleaning Method 1; Preparing Metal Surfaces	Sponge Jet	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: Two coats CTC-01.

			Object	Materials			Structural Repair	Cleaning & Preparation	Blasting	Finishes
Zone	Item	Site Environment	Architectural Element and Artwork	Concrete	Metal	Paint	Refer to 05 0100 Cleaning & Prep of Metals	Refer to 05 0100 Cleaning & Prep of Metals, 03 0100 Cleaning & Prep of Concrete, 09 0193 Blast Cleaning	Refer to 09 0193 Blast Cleaning	Refer to 09 9600 High Performance Coatings, 07 9005 Joint Sealers Spot Primer for bear metal PR-01 as required; Primer for existing painted surfaces as required
H2	P17	Animals	GA D.O.T. parapet wall	X					Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01.
H2	P10	Animals	Floor design "carpet"	X				Additional Concrete Cleaning as required	Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-02; Top coat: One coat HPC-02.
H2	P9	Animals	Tim Lewis - 3 Sculpture bases	X	threaded rods			Concrete Cleaning Method 3; Preparing Metal Surfaces 3	can increase to Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01. Paint after installation.
H2		Animals	Burgess Dulaney - 3 sculptures "Itawamba Man," "Two-Headed Snake," "Donkey"	X				Concrete Cleaning Method 1; Preparing Unpainted Concrete 1		Top coat: Anti-graffiti coating.
H2	P9	Animals	Burgess Dulaney - 3 Sculpture bases	X	threaded rods			Concrete Cleaning Method 3; Preparing Metal Surfaces 3	no water pressure	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01.
I		Homage to St. EOM's Pasaquan	7 Totems	terra cotta		X		Concrete Cleaning Method 1; Concrete Paint Removal; Concrete Repair	Sponge Jet	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01. <sup>1</sup>
I		Homage to St. EOM's Pasaquan	Cap Walls with Artwork, Snake Walls with Mandalas and Discs, & Spirit Post	X		X		Concrete Cleaning Method 1; Concrete Paint Removal; Concrete Repair; joint sealant where cap meets wall, as required.	Sponge Jet	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01. CAP on Walls 1 coat PR-02, 1 coat HPC-03, 1 coat CTC-01. <sup>1</sup>
I	P21	Homage to St. EOM's Pasaquan	Totem Bases & 6 Bollards	X		X		Concrete Cleaning Method 1; Concrete Paint Removal; Concrete Repair	bases - Sponge Jet, bollards - can increase to Water Pressure Method 2	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01. <sup>1</sup>
I		Homage to St. EOM's Pasaquan	Ramp	X					Water Pressure Method 1	
J	P15	The Gourd Tree	Structure		X	X		Take down gourds; Preparing Metal Surfaces 1	Sponge Jet	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01; Second coat clear sealer up to 6 ft above pavement.
J	P14	The Gourd Tree	Bottom shroud at sculpture base	X new						First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: Two coats CTC-01.
J		The Gourd Tree	60 Gourds - plastic			X		Clean		First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01.
	P16	Signage	8 bollards	X					Water Pressure Method 1	First coat: One coat of Type PR-02 primer; Second coat: One coat of HPC-01; Top coat: One coat CTC-01.

Notes

<sup>1</sup>One coat of clear sealer for vertical walls and bollards; Two coats of clear sealer for madalsa, discs, concrete wall caps, snakes, spirit post, tatems, and totem bases; Two coats clear sealer for front and sides of wave walls.

**SECTION 09 9600  
HIGH PERFORMANCE COATINGS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. High performance coatings.
- B. Special preparation of surfaces.
- C. Scope of Work: As indicated on the drawings and "Artwork Assessment Manual."

**1.02 RELATED WORK**

- A. Project Implementation Manager Provided Materials: Section 00 7305 - Special Conditions.
- B. Section 01 3507 - "Artwork Assessment Manual."
- B. Section 07 9005 Joint Sealants.
- C. Section 09 0691 Preparation and Finishes Schedule.

**1.03 REFERENCE STANDARDS**

- A. ASTM D 3359 – Standard Test Methods for Measuring Adhesion by Tape Test; 2009e2.
- B. SSPC-SP 2 - Hand Tool Cleaning; Society for Protective Coatings; 1982 (Ed. 2004).
- C. SSPC-SP 3 - Power Tool Cleaning; Society for Protective Coatings; 1982 (Ed. 2004).
- D. SSPC-SP 5 - White Metal Blast Cleaning; Society for Protective Coatings; 2007.
- E. SSPC-SP 6 - Commercial Blast Cleaning; Society for Protective Coatings; 2007.
- F. SSPC-SP 7 - Brush-Off Blast Cleaning; Society for Protective Coatings; 2007.
- G. SSPC-SP 10 - Near-White Blast Cleaning; Society for Protective Coatings; 2000 (Ed. 2007).
- H. SSPC-SP 11 - Power Tool Cleaning to Bare Metal; Society for Protective Coatings; 1987 (Ed. 2004).

**1.04 DEFINITIONS**

- A. Profile – Abrasive blast surfaces to create texture of peaks and valleys to prepare for coating. For metal the profile is 1-2 mils.
- B. Scarify – Hand and mechanically sand to abrade the surface to prepare for coating.

**1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Precoating Meeting: Convene one week before starting work of this section.
- B. Attendance Required:
  - 1. Project Implementation Manager.
  - 2. Public Art Consultant.
  - 3. Contractor.
  - 4. Subcontractors.
  - 5. Installers and applicators.
  - 6. Coating manufacturer's representative.
- C. Scheduling: Perform any activity using mechanically generated power only between the hours of 7 am to 7 pm weekdays and 9 am to 7 pm weekends.
- D. Scheduling: Place one paint order for entire project. Confirm with manufacturer that order requires one week minimum time to produce and deliver.

**1.06 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Test: Tnemec Paint Company to submit test report on color sample submitted summer 2011 for verification of color and manufacturer.
- C. Product Data: Provide data indicating coating materials indicating product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendation regarding each material.
- D. Material Safety Data Sheets (MSDS): Submit MSDS for each type of material coating.
- E. Verification Samples: Submit two samples minimum nominal 8 x 10 inch (203 x 254 mm) in size showing finishes matching approved tear sheet samples for standard colors.
  - 1. Submit two samples minimum nominal 8 x 10 inch (203 x 254 mm) in size showing finishes matching approved 1996 images for custom draw down colors
- F. Qualifications: Submit written documentation of technical training with paint system and five projects similar in size and scope.

- G. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention. Strictly observe pot life limitations and other requirements and instructions.
- H. Maintenance Data: Include cleaning procedures, repair and patching techniques, and recoating schedule.
- I. Conservation Treatment Report: Provide complete report including, but not limited to, written documentation, photographs, and completed treatment form for each artwork and treatment procedures.
- J. Warranty: Provide specimen warranty issued in Owner's name and documentation indicating acceptance of warranty requirements specified. To obtain the extended five year warranty that is tied to the installer's warranty, the warranty must to be applied for at the commencement of the project. The warranty also covers material, color, and gloss.

#### 1.07 MOCK-UPS

- A. Protect mock-up standard for Zone I site environment "Homage to St. EOM's Pasaquan" Totem #4 and Wall 1 Mandala 2. Color for Mandala 2 will be reviewed at beginning of project.
  - 1. Refer to field reports for tape test, cleaning, preparation and approved painting demonstration for Pasaquan site. Reports contained in Artwork Assessment Manual.
  - 2. Refer to original drawings of totems, mandalas and discs in Artwork Assessment Manual.
- B. Required Mock-ups:
  - 1. Provide mock-ups for Zone I site environment "Homage to St. EOM's Pasaquan" eye design layout and color for each eye group for each totem.
  - 2. Provide mock-ups for painting technique:
    - a. Zone G James Harold Jennings 3 sculptures.
    - b. Zone H1 R. A. Miller "16 Shapes".
- C. Provide mock-up of each type of surface to receive primers, coatings, or clear sealers.
- D. Provide sample mock-ups of all colors.
- E. Mock-ups shall not be incorporated as part of the Work.
- F. Accepted mock-ups shall be a comparison standard for the remaining work for colors and finishes.
- G. When work is complete, remove mock-up and clear area.

#### 1.08 FIELD CONDITIONS

- A. Do not install materials when temperature is below 55 degrees F (13 degrees C), above 90 degrees F (32 degrees C), or less than 5 degrees F (2.8 degrees C) above dew point of ambient air. Do not install when precipitation is expected within 4 hours of painting.
- B. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.
- D. Restrict traffic from area where coating is being applied or is curing.

#### 1.09 DELIVERY, STORAGE, AND HANDLING

- A. Comply with coating manufacturer's instructions for storage, shelf life limitations, and handling of products.

#### 1.10 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage against failure of bond to substrate, material failure, color fading, and loss of gloss, commencing on Date of Substantial Completion.

### PART 2 PRODUCTS

#### 2.01 HIGH-PERFORMANCE COATINGS

- A. Project Implementation Manager provided remaining materials from test standard.
- B. Coatings - General: Provide complete multi-coat systems formulated and recommended by manufacturer for the applications indicated, in the thicknesses indicated; number of finish coats specified does not include primer or filler coat, which are specified separately.
  - 1. Lead content: Not greater than 0.06 percent by weight of total nonvolatile content.
  - 2. Chromium content, as hexavalent chromium, zinc chromate, or strontium chromate: None.

3. Maximum volatile organic compound (VOC) content: As required by applicable regulations.
- C. Type PR-01 Primer:
  1. Manufacturers:
    - a. Tnemec Company, Inc.; Omnithane Series 1
    - b. Sherwin Williams
    - c. Hempel
    - d. Substitutions: See Section 01 2513 Product Substitution Procedure.
  2. Characteristics:
    - a. Description: Single component, modified aromatic polyurethane primer with zinc.
    - b. Solids: Nominal 61 percent solids by volume.
    - c. Color: 1216 grayish-green.
    - d. Coating Thickness: 2.5 – 3.5 mils (0.06 - 0.09 mm), dry film thickness per coat.
    - e. Application: Brush or roller, as required to match existing finish surface.
    - f. Application 2: Spray painting is allowed if the intent is to blast the surface of the entire sculpture to bare metal and the original primer was spray applied. Refer to Artwork Assessment Manual.
- D. Type PR-02 Primer:
  1. Manufacturers:
    - a. Tnemec Company, Inc.; Series 66 Hi-Build Epoxoline
    - b. Sherwin Williams Macropoxy 646, Fast Cure Epoxy
    - c. Hempel
    - d. Substitutions: See Section 01 2513 Product Substitution Procedure.
  2. Characteristics:
    - a. Description: Multi-component, polyamide epoxy.
    - b. Solids: Nominal 56 percent solids by volume.
    - c. Color: To be selected from manufacturer's standard colors, compatible with approved finish color.
    - d. Sheen: Satin.
    - e. Coating Thickness: 2.0 – 6.0 mils (0.05 - 0.15 mm), dry film thickness per coat.
    - f. Application: Brush, or roller, as required to match existing finish surface.
    - g. Application 2: Spray painting is allowed if the intent is to blast the surface of the entire sculpture to bare metal and the original primer was spray applied. Refer to Artwork Assessment Manual.
- E. Type PR-03 Primer:
  1. Manufacturers:
    - a. Tnemec Company, Inc.; Series 151 Elasto-Grip FC
    - b. Sherwin Williams
    - c. Hempel
    - d. Substitutions: See Section 01 2513 Product Substitution Procedure.
  2. Characteristics:
    - a. Description: Waterborne, modified polyamine epoxy.
    - b. Solids: Nominal 17 percent solids by volume.
    - c. Color: To be selected from manufacturer's standard colors, compatible with approved finish color.
    - d. Sheen: Matte.
    - e. Coating Thickness: 1.0 – 1.5 mils (0.025 - 0.038 mm), dry film thickness per coat.
    - f. Application: Brush, or roller, as required to match existing finish surface.
- F. Type HPC-01 Color Coating:
  1. Manufacturers:
    - a. Tnemec Company, Inc.; Endura-Shield Series 73
    - b. Sherwin Williams, Acrolon 218HS, acrylic polyurethane
    - c. Hempel
    - d. Substitutions: See Section 01 2513 Product Substitution Procedure.
  2. Characteristics:
    - a. Description: Multi-component, modified aromatic polyurethane primer.
    - b. Solids: Nominal 58 percent solids by volume.

- c. Color: To be selected from manufacturer's standard colors, compatible with approved finish color.
  - d. Sheen: Semi-gloss.
  - e. Coating Thickness: 2.0 –5.0 mils (0.05 - 0.13 mm), dry film thickness per coat.
  - f. Provide two coats of dark colors.
  - g. Application: Brush or roller.
  - h. Application 2: Spray painting is allowed if the intent is to blast the surface of the entire sculpture to bare metal and the original first undercoat was spray applied. Refer to Artwork Assessment Manual.
- G. Type HPC-02 Color Coating:
- 1. Manufacturers:
    - a. Tnemec Company, Inc.; CRU Series 290
    - b. Sherwin Williams
    - c. Hempel
    - d. Substitutions: See Section 01 2513 Product Substitution Procedure.
  - 2. Characteristics:
    - a. Description: Multi-component, modified polyamine epoxy.
    - b. Solids: Nominal 67 percent solids by volume.
    - c. Color: To be selected from manufacturer's standard colors, compatible with approved finish colors.
    - d. Sheen: Semi-gloss.
    - e. Coating Thickness: 2.0 – 3.0 mils (0.05 - 0.08 mm), dry film thickness per coat.
    - f. Application: Brush or roller, as required for a smooth finish.
- H. Type HPC-03 Metallic Color Coating:
- 1. Manufacturers:
    - a. Tnemec Company, Inc.; Fluoronar Metallic Series 1078
    - b. MIL-C-85285 Aliphatic Polyurethane, TopSecretCoatings.com
    - c. Sherwin Williams
    - d. Substitutions: See Section 01 2513 Product Substitution Procedure.
  - 2. Characteristics:
    - a. Description: Thermoset fluoropolymer.
    - b. Solids: Nominal 54 percent solids by volume.
    - c. Color: To be selected from manufacturer's standard colors.
    - d. Sheen: Semi-gloss.
    - e. Coating Thickness: 2.0 – 3.0 mils (0.05 - 0.08 mm), dry film thickness per coat.
    - f. Application: Brush or roller.
- I. Type HPC-04 Color Coating:
- 1. Manufacturers:
    - a. Tnemec Company, Inc.; Series 156 Enviro-Crete
    - b. Sherwin Williams
    - c. Hempel
    - d. Substitutions: See Section 01 2513 Product Substitution Procedure.
  - 2. Characteristics:
    - a. Description: Modified, waterborne acrylate.
    - b. Solids: Nominal 51 percent solids by volume.
    - c. Color: To be selected from manufacturer's standard colors.
    - d. Sheen: Matte.
    - e. Coating Thickness: 4.0 – 6.0 mils (0.10 - 0.16 mm), dry film thickness per coat.
    - f. Application: Brush or roller.
- J. Type CTC-01 - Clear Top Coating:
- 1. Manufacturers:
    - a. Tnemec Company, Inc.; Metallic Clearcoat Series 1079
    - b. Sherwin Williams
    - c. Hempel
    - d. Substitutions: See Section 01 2513 Product Substitution Procedure.
  - 2. Characteristics:

- a. Description: Multi-part, aliphatic acrylic polyurethane.
- b. Solids: Nominal 66 percent solids by volume.
- c. Color: Clear.
- d. Sheen: Gloss.
- e. Coating Thickness: 1.0 - 2.0 mils (0.03 - 0.07 mm), dry film thickness per coat.
- f. Application time limit for second application before sanding surface is required, in accordance with manufacturer's requirements.
- g. Application: Brush or roller, as required to provide smooth finish surface.

## 2.02 SACRIFICIAL COATINGS

- A. Anti-Graffiti Coating:
  1. Project Implementation Provided materials to be exhausted first.
  2. Manufacturers:
    - a. Genesis Coatings; Graffiti Melt
    - b. Sherwin Williams 2K WB Urethane
    - c. Hempel
    - d. Substitutions: See Section 01 2513 Product Substitution Procedure.
  3. Characteristics: Sacrificial, nontoxic, biodegradable, paraffin based coating.
  4. Volatile Organic Compounds: Zero VOCs.

## 2.03 MISCELLANEOUS MATERIALS

- A. Solvents: As approved by coating manufacturer and compatible with substrates.

## 2.04 SHOP FINISHING

- A. Provide and maintain a dust free environment for off-site finishing.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- C. Cementitious Substrates: Do not begin application until substrate has cured and measured moisture content is not greater than 16 percent.
- D. Masonry: Verify masonry joints are sound.
- E. Adhesion: Test adhesion of coatings to substrates in accordance with ASTM D 3359. If test fails, report results to Project Implementation Manager and proceed with additional cleaning and preparation. Retest and repeat until test shows acceptable adhesion.

### 3.02 PREPARATION

- A. Complete any final sanding to smooth surface with transition edges for high-performance coatings.
- B. Clean surfaces of loose foreign matter and complete a final wipe down of surface.
- C. Existing Painted and Sealed Surfaces: Refer to Sections 03 0010 Cleaning and Preparation of Concrete and 05 010 Cleaning and Preparation of Metal.
- D. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.
- E. Caulk joint at Zone I site environment "Homage to St. EOM's Pasaquan" site Zones A, B, and D, below the precast concrete cap, as required.
- F. Refer to Drawings and "Artwork Assessment Manual" for Artwork and architectural element specific paint schedules.

### 3.03 PRIMING

- A. Apply primer only to surfaces that were not previously painted or, through cleaning and preparation, there is exposed substrate, unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.
- B. Metal: Prior to priming, clean metal surface. Refer to Section 05 0100 – Cleaning and Preparation of Metals.
- C. Concrete: Prior to priming, patch with masonry filler to produce smooth surface. Refer to Section 03 0100 – Cleaning and Preparation of Concrete.
- D. Concrete Masonry: Apply masonry filler or mortar, as required, to thickness required to fill holes and produce smooth surface.

- E. Stucco: Apply sealant to cracks. Refer to Section 07 9000 – Joint Sealants.

### **3.04 COATING APPLICATION**

- A. Apply coatings in accordance with manufacturer's instructions, to thicknesses specified.
- B. Apply in uniform thickness coats, without runs, drips, pinholes, or variations in color, or finish. Match texture and painting style of original coating finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.
- C. Steel to be Embedded in Concrete and Masonry: Coal tar epoxy coating, shop-applied, all surfaces.
- D. For all sculptures with Tnemec Paint, the top coating layer is to cure 100% which is considered to be 14 days prior to re-assembly or re-installation of artwork.
- E. After installation, all angles, shims, screws, nuts, and caps that are to be painted are to receive full painting sequence.

### **3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean in accordance with coating manufacturer's instructions.

### **3.06 PROTECTION**

- A. Protect finished work from damage.
- B. Protect Artwork during transportation to, temporary storage and installation at site.
- C. At completion of construction activities including, but not limited to, cleaning, coating application, and installation of Artwork, touch up and restore damaged or defaced painted and coated surfaces.

### **3.07 SCHEDULE**

- A. Refer to Section 09 0691 – Preparation and Finishes Schedule.

**END OF SECTION**

## SECTION 10 1400 SIGNAGE

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Informational signs on existing concrete bollards.
- B. Informational signs on existing dedication wall panel at "Homage to St. EOM's Pasaquan."
- C. Informational signs for CODA Pedestrian Wayfinding Signage Panel System: Furnished by Project Implementation Manager for installation by Contractor.
- D. CODA Pedestrian Wayfinding Signage Panel System: Three furnished by Project Implementation Manager and installed by Contractor.
- E. Modifications to CODA Pedestrian Wayfinding Signage Panel System.

#### 1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Signage Schedule:
  - 1. Provide information sufficient to completely define each sign for fabrication, including text, sign and letter sizes, fonts, and colors.
  - 2. Submit to Project Implementation Manager for approval by Public Art Consultant, prior to fabrication.
- D. Samples: Submit two samples of each type of sign, of size similar to that required for project, illustrating sign style, graphics, and method of attachment.
- E. Verification Samples: Submit samples showing colors, finish and graphics selected.
- F. Manufacturer's Installation Instructions: Include installation templates and attachment devices.

#### 1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum of five years of documented experience.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
- B. Attendance Required:
  - 1. Project Implementation Manager.
  - 2. Public Art Consultant.
  - 3. Contractor.
  - 4. Subcontractors.
  - 5. Installers and applicators.
  - 6. Signage manufacturer's representative.
  - 7. Other attendees as coordinated with Project Implementation Manager.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Package signs as required to prevent damage before installation.

#### 1.06 FIELD CONDITIONS

- A. Do not install footings when temperatures are less than 45 degrees F and not in compliance with manufacturer's recommendations.
- B. Dimensions:
  - 1. Field verify dimensions of existing elements to which signs are to be affixed.
  - 2. Bring any discrepancy affecting the specified dimension to the attention of the Project Implementation Manager prior to fabrication.

## 1.07 WARRANTY

- A. Provide manufacturer's prorated, 10 year warranty against fitting, fading, delamination, and weather deterioration, including shipping.
  - 1. Provide a separate warranty for each sign type.
  - 2. Exclusions:
    - a. Warranty shall not include requirements for annual applications of sealants.
    - b. Warranty shall not include exclusions for panels used in extreme temperatures or improper maintenance.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Information Signage on Existing Concrete Bollards:
  - 1. Basis of Design: Fossil Industries, Inc.; 44 Jefryn Boulevard; Deer Park, NY 11729; phone 631-254-9200; Mark@fossilgraphics.com: www.fossilgraphics.com.
  - 2. Substitutions: Refer to Division 01 2513 requirements.
- B. Information Signage on "Homage to St. EOM's Pasaquan" dedication wall:
  - 1. Basis of Design: Fossil Industries, Inc.; 44 Jefryn Boulevard; Deer Park, NY 11729; phone 631-254-9200; Mark@fossilgraphics.com: www.fossilgraphics.com.
  - 2. Substitutions: Refer to Division 01 2513 requirements.
- C. Information Signage for CODA Wayfinding Panel System:
  - 1. Fabricator: APCO Graphics, Inc.; 388 Grant Street, SE; Atlanta, GA 30312; phone 404-688-9000; Jeff Hampton: www.apcosigns.com.
  - 2. Substitutions: Not allowed.
- D. CODA Wayfinding Panel System:
  - 1. Project Implementation Manger provided.
  - 2. Original Fabricator: APCO Graphics, Inc.; 388 Grant Street, SE; Atlanta, GA 30312; phone 404-688-9000; Jeff Hampton: www.apcosigns.com.
  - 3. Substitutions: Not allowed.
- E. Modification to CODA Wayfinding Panel System:
  - 1. Original Fabricator: APCO Graphics, Inc.; 388 Grant Street, SE; Atlanta, GA 30312; phone 404-688-9000; Jeff Hampton: www.apcosigns.com.
  - 2. Substitutions: Not allowed.

### 2.02 SIGN MATERIALS

- A. Information Signs on Existing Concrete Bollards and Information Signs on "Homage to St. EOM's Pasaquan" dedication wall:
  - 1. Composite Panel: Digital high pressure laminate (dHPL) composed of several layers of phenolic resin impregnated kraft filler paper, a digitally image graphic, a layer of melamine resin, and a surface layer of translucent, exterior UV/graffiti overlay protective layer. Bond the panel, including the protective layer, under heat and pressure.
  - 2. Graphics: 12-color, high definition printing; graphic design to be furnished by Project Implementation Manager.
  - 3. Finish: Smooth texture with satin or semi gloss finish.
    - a. Public Art Consultant to make final determination.
  - 4. Cutting and Finishing: Use a CNC router.
  - 5. Cleanability: Panels must be able to be cleaned with any solvent including, but not limited to, products containing lacquer thinner or acetone.
  - 6. Attachment of composite Panels: 4 concealed stainless steel treaded inserts epoxied into concrete substrate.
- B. Modification to CODA Wayfinding Panel System:
  - 1. Parts and Materials: Select As required for modification of signage for installation.
    - a. Select Project Implementation Manager furnished panels that are free of defects.
    - b. Select cartridge: Fabricated as two parts with side aluminum channel.

- c. Use parts salvaged from damaged panel systems as required.
  2. Provide new metal sign top to match existing materials.
    - a. Dark Green: "CODA Green."
    - b. Letters both sides: Gold.
  3. Paint: Acrylic polyurethane.
    - a. Manufacturer: Matthews Paint Company; Division of PPG Industries; Matthews Satin (Nuance) Mixing Colors: [www.ppg.com/coatings/matthewspaint](http://www.ppg.com/coatings/matthewspaint).
  4. Paint Colors:
    - a. Dark Green: "CODA Green;" custom mix as follows for  $\frac{3}{4}$  of a gallon:
      1. White: 202 White; 50 grams.
      2. Blue: 920 Blue; 1014 grams.
      3. Red: 930 Light Red; 550 grams.
      4. Green Yellow: 942 Green Yellow; 1510 grams.
      5. Black: 923 Black; 150 grams.
    - b. Gold: 46400, Brilliant Gold or MP20509
      1. Public Art Consultant to verify the correct color to match existing condition.
    - c. Copper: "46402, Aztec Copper."
  5. Paint Accessories:
    - a. Catalyst: Manufacturer's standard.
    - b. Accelerator: Manufacturer's standard.
    - c. Thinners: As recommended by paint manufacturer.
  6. Vinyl Letters:
    - a. Manufacturer: 3M; 3M Scotchcal Premium Cast Vinyl: [www.3m.com](http://www.3m.com).
    - b. Product No.7725-131 Satin Gold.
- C. Information signs inserts to CODA Wayfinding Panel System:
  1. Full Color Digital Print:
    - a. Resolution: 720 x 1440 dpi.
    - b. Media: 3MIJ 180, Premium Cast Vinyl.
    - c. Top Laminate: 3M GW8520 Clear Overlay.
    - d. Finish dimension: 66" high x 33" wide.

## 2.06 ACCESSORIES

- A. Anchors: Stainless steel, galvanized steel, or other noncorroding metal.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.

### 3.02 INSTALLATION - GENERAL

- A. Install in accordance with manufacturer's instructions and approved shop drawings.
- B. Embed anchors in concrete and epoxy in place.
- C. Install neatly, with graphics level and aligned.
- C. Locate signs where indicated on Drawings.

### 3.03 INSTALLATION – CODA WAYFINDING SYSTEM

- A. Install in accordance with manufacturer's instructions.
- B. Tolerances: +/- 1/8 inch (3.2 mm) maximum variation from plumb.

### 3.04 ERECTION TOLERANCES

- A. Install in accordance with manufacturer's instructions and approved shop drawings.

### 3.05 CLEANING

- A. Clean installed signage components in accordance with manufacturer's instructions.

**3.06 PROTECTION**

- A. Protect installed signage components from damage until Date of Substantial Completion.
- B. Repair damage to be indistinguishable from undamaged components.
- C. Replace damaged components that cannot be repaired to be the same as undamaged components.

**END OF SECTION**

**SECTION 26 0500  
ELECTRICAL GENERAL REQUIREMENTS**

**PART 1 - GENERAL****1.01 SCOPE OF WORK:**

- A. Contractor shall install all electrical work covered by the below specifications and approved drawings. Provide all material, labor transportation, tools, supervision, etc., necessary to complete the total electrical job. All items not specifically mentioned herein which are obviously necessary to make a complete working installation shall be provided by the contractor, including any necessary field engineering and/or detail drawings required. Drawings shall be submitted for approval as provided for in Paragraph 1.04 Shop Drawings.
- B. The work shall consist of, but shall not be limited to, the installation of the following systems:
  - 1. Exterior electrical systems for lighting, lighting controls and modifications to the existing electrical power system(s) as indicated on the Drawings.
  - 2. Power connections to equipment specified in specifications and on the approved drawings.
  - 3. Temporary Power as required for the project.
  - 4. Field aiming of the fixtures at night by the Lighting Designer. Provide all materials required for aiming of the fixtures, including lifts.

**1.02 CODES AND FEES:**

- A. All work shall be done in accordance with the requirements of the National Electrical Code, NFPA #70, 2011 Edition and all local and state codes.
- B. The contractor shall obtain and pay for all permits and inspections required by the building and safety codes and ordinances and the rules and regulations of any legal body having jurisdiction.
- C. All electrical items covered by this specification shall be U.L. labeled and listed for the purpose.

**1.03 DRAWINGS:**

- A. The drawings indicate the general arrangement of electrical equipment. The contractor shall review the site to determine the actual site conditions for this work.
- B. Discrepancies shown on different drawings, between drawings and specifications or between documents and field conditions shall be promptly brought to the attention of the Engineer.

**1.04 SHOP DRAWINGS:**

- A. The contractor shall submit for review by the Engineer, eight sets of complete schedules and data of materials and equipment to be incorporated in the work. Submittals shall be supported by descriptive materials, such as catalog sheets, product data sheets, diagrams, performance curves, and charts published by the manufacturer, to show conformance to specification and drawing requirements, model numbers alone will not be acceptable. Data submitted for review shall contain all information required to indicate compliance with equipment specified. Complete electrical characteristics shall be provided for all equipment.
- B. Each individual submittal item for materials and equipment shall be marked to show specification section and paragraph number which pertains to the item.

- C. Prior to submitting shop drawings, the contractor shall review the submittal for compliance with the contract documents and place a stamp or other confirmation thereon which states that the submittal complies with contract requirements. Submittals without such verification will be returned without review.
  - D. Eight complete sets of Submittals shall be made for each of the following items:

Lighting Fixtures / Lamps / Mounting Arms	Wiring Connectors
Disconnect Switches	In-Line Fuse Holders / Fuses
Conductors / Conduits	In-Line Breakaway Connectors
- 1.05 RECORD DRAWINGS:
- A. At the time of final inspection, provide three (3) sets of complete data on electrical equipment used in the project and Reproducible As-Built drawings reflecting all field changes. This data shall be in bound form and shall include the following items:
    - 1. Data sheets indicating electrical characteristics of all devices and equipment.
    - 2. The As-Built Drawings shall have the Contractor's name, address, telephone number, fax number, date and indicate that the drawings are "As-Built".
- 1.06 ELECTRICAL SERVICES:
- A. Electrical services shall be as indicated on the drawings.
- 1.07 SITE INVESTIGATION:
- A. Prior to submitting bids of the project, the contractor shall visit the site of the work to become aware of existing conditions which may affect the cost of the project.
- 1.08 COOPERATION:
- A. The contractor shall coordinate his electrical activities with other trades so as to avoid delays, interference's, and any unnecessary work.
- 1.09 GUARANTEE:
- A. For guarantee of work under Division 16, refer to the general and special conditions.

## PART 2 - PRODUCTS

### 2.01 MATERIALS:

- A. Materials or equipment specified by manufacturer's name shall be used, unless approval of other manufacturers is listed in addendum to these specifications. Request for approval of substitute materials shall be submitted in writing to the architect at least ten working days prior to bid openings. Faxed request will not be accepted or reviewed.
- B. Where substitution of materials alters space requirement indicated on the drawings, submit shop drawings indicating proposed layout of space, all equipment to be installed therein, and clearances between equipment.
- C. All material shall be new and shall conform to the applicable standard or standards where such have been established for the particular material in question. Publications and standards of the organization listed below are applicable to materials specified herein.
  - 1. American Society for Testing and Materials (ASTM).
  - 2. Underwriters' Lab (UL).
  - 3. National Electrical Manufacturer Association (NEMA).
  - 4. Insulated Cable Engineers Association (ICEA).
  - 5. Institute of Electrical and Electronic Engineers (IEEE).
  - 6. Edison Electric Institute (EEI).
  - 7. National Fire Protection Association (NFPA).
  - 8. American Wood Preservers Association (AWPA).

9. American National Standards Institute (ANSI).
- D. Material of the same type shall be the product of one manufacturer.
- E. All cost incurred by the acceptance of substitutions shall be borne by the contractor.  
Proof for all substitution shall be by the contractor.

### PART 3 - EXECUTION

#### 3.01 WORKMANSHIP:

- A. All work shall be neatly, orderly, and securely installed with conduits, panels, boxes, switches, etc., perpendicular and/or parallel with the principle structural members. Exposed raceways shall be offset where they enter surface mounted equipment. Wiring installed in panels and other enclosures shall be looped and laced and not wadded or bundled.

#### 3.02 TESTS:

- A. At final inspection, a test will be made and the entire system shall be shown to be in proper working order as per these specifications and the approved drawings.
- B. Contractor shall provide all instruments, labor and materials for any essential intermediate and final testing.
- C. Equipment covers (i.e., panelboard trims, motor controls, device plates, and junction box covers) shall be removed, as directed, for inspection of internal wiring. All circuits throughout project shall be energized and shall be tested for operation and equipment connections in compliance with contract requirements. Accessible ceiling shall be removed, as directed, for inspection of equipment installed above ceilings.
- D. Perform the following test after the installation but prior to energizing equipment:
  1. The Contractor shall perform any other test which may be required by any legal authority having jurisdiction to verify this installation meets that requirement or requirements.

#### 3.03 IDENTIFICATION:

- A. Contractor shall identify each device such as circuit breakers, panelboards, controllers, etc. with Black on White Phenolic Tags for Normal Loads and Red on White Phenolic Tags for Emergency Loads using machine cut letters, 1/4" minimum height, unless otherwise noted. Permanently attach to each device as required, do not use screws for any NEMA 3R device. For all disconnect switches include name, voltage, phase, number of wires, ampacity rating, short circuit rating, conductor color coding as per Section 26 05 30-2.01 C and name/location of feed to the device.

#### 3.04 CLEANING AND PAINTING:

- A. Oil, dirt, grease, and other foreign materials shall be removed from all raceways, fittings, boxes, panelboard trims, and cabinets to provide a clean surface for painting. Scratched or marred surfaces of lighting fixtures, panelboard and cabinet trims, switchboard, or other equipment enclosures shall be touched up with paint furnished by the equipment manufacturers specifically for that purpose. Painting in general is specified under other sections of the specifications.
- B. Trim covers for flush-mounted panelboards, telephone cabinets, pull boxes, junction boxes and control cabinets shall not be painted unless specifically required by the architect. Where such painting is required, trim covers shall be removed for painting. Under no conditions shall locks, latches or exposed trim clamps be painted.

- C. Unless specifically indicated to the contrary, all painting shall be done under Painting of these specifications.

**END OF SECTION 26 0500**

**SECTION 26 0526**  
**GROUNDING**

**PART 1 - GENERAL**

1.01 GROUNDING:

- A. Shall comply with Article 250 of the National Electrical Code and all state and local codes and the requirements of the utility company serving the site.
- B. Grounding shall be provided as per these specifications and the Contract Drawings.
- C. The building electrical system shall be a grounded wye supplemented with equipment grounding systems. All non-current carrying parts of the electrical system i.e., raceways, equipment enclosures and frames, junction and outlet boxes, machine frames and other conductive items in close proximity with electrical circuits, shall be grounded to provide a low impedance path for potential ground faults.

**PART 2 - PRODUCTS**

2.01 PRODUCTS:

- A. Shall be as hereinbefore specified.

**PART 3 - EXECUTION**

3.01 GROUNDING:

- A. A grounding conductor shall be installed in all lighting installations. All circuit grounding conductors shall be sized as per Table 250.122 of the National Electrical Code.

**END OF SECTION 26 0526**

**SECTION 26 0530**  
**BASIC MATERIALS AND METHODS**

**PART 1 - GENERAL**

## 1.01 GENERAL:

- A. Provide complete conduit system including boxes, fittings and supports.

## 1.02 RACEWAYS:

- A. Contractor shall install all conduits as per the below requirements.
1. Intermediate Metal Conduit (IMC) shall be ferrous galvanized conduit and shall comply with Article 342 of the National Electrical Code.
  2. Rigid steel conduit shall be ferrous galvanized conduit and shall comply with Article 344 of the National Electrical Code.

**PART 2 - PRODUCTS**

## 2.01 CONDUCTORS:

- A. All conductors shall be copper and have 600 volt type THHN/THWN insulation except where noted on drawings. Conductors installed where fixtures are used as raceway shall be 90°C Type THHN or XHHN.
- B. All branch circuits shall be a minimum of #12 AWG solid or stranded copper except for motor leads, which shall be a minimum #12 AWG stranded copper, unless otherwise noted on drawings.
- C. All branch circuit and feeder conductors, No. 8 AWG and smaller shall be color coded as follows: 480Y/277 volt, three phase system, Phase A--Brown, Phase B--Orange, Phase C--Yellow, Neutral--Gray, Ground--Green.

**PART 3 - EXECUTION**

## 3.01 RACEWAYS:

- A. Exposed conduits shall be installed parallel or at right angles to existing walls, ceilings, and structural members. Support exposed conduits at not more than ten foot intervals and within three feet of outlets, junction boxes, cabinets and fittings. Individual runs of conduits shall be supported by one hole conduit straps; groups of conduits shall be supported on 1 1/2" X 1 1/2" fourteen gauge channel; Kindorf, Unistrut or Powers, suspended from structure with 3/8" threaded steel rods with spring steel conduit supporters. Attach rods to structure with swivel type clamps. Individual runs of exposed conduits attached to structural steel shall be supported by beam clamps. Where conduits must pass through structural members obtain approval of architect with respect to location and size of hole prior to drilling.
- B. Rigid conduit shall be attached to sheet metal enclosures with two bonding type lock nuts and insulated bushing. All connectors shall be of the insulated throat type. All connectors and couplings shall be approved for the purpose.
- C. Protect conduits against dirt, plaster, and foreign debris with conduit plugs. Plugs shall remain in place until all masonry work is complete.

## 3.02 CONDUCTORS:

- A. All feeder and branch circuit conductors No. 6 AWG and larger shall be phase identified in each accessible enclosure by 1" wide plastic tape attached to conductors in a readily visible location. Tape colors shall match color requirements specified herein.
- B. All branch circuit conductors shall be connected as indicated on the drawings. Common neutrals and ground wires may be pulled in conduits where only opposite phase conductors are run. All conduits shall have a ground wire pulled and shall comply with Article 250 of the National Electrical Code.

- C. Conductors within enclosures, i.e., panels, terminal cabinets, control cabinets shall be grouped and laced with nylon tie straps. Conductors within pull boxes shall be grouped and identified with nylon tie straps with circuit identification tag.
- D. Splices in conductors shall be made only within junction boxes, wiring troughs and other enclosures as permitted by the National Electrical Code, 2011 Edition. Do not splice conductors in panelboards, safety switches, or motor control enclosures. Splices in conductors No. 10 AWG or smaller shall be made with Skotchlok insulated spring connectors, Ideal wing nuts, or Ideal steel crimp connectors with wrap-cap insulating caps. Splices in conductors No. 8 AWG and larger shall be made with split bolt connectors taped with No. 88 plastic electrical tape or Ideal Type GP or GT tap connectors and insulating cover unless splices are specifically indicated to be made with crimping sleeve applied to conductors with hydraulic operated crimping tool.
- F. Phase rotation established at service equipment shall be maintained throughout entire project.
- G. Pull wires shall be 500# minimum test continuous fiber polyline.

**END OF SECTION 26 0530**

**SECTION 26 2800**  
**ELECTRICAL SERVICE AND DISTRIBUTION EQUIPMENT**

**PART 1 - GENERAL**

## 1.01 GENERAL:

- A. Provide and install all electrical distribution equipment as specified, scheduled or indicated on the approved drawing and these specifications.

**PART 2 – PRODUCTS**

## 2.01 DISCONNECT SWITCHES:

- A. Fusible or Non-Fusible disconnect switches shall be Heavy Duty type and be provided for all motors located out of sight of motor controller and where specifically indicated on the drawings. Disconnect switches shall disconnect all underground conductors. When exposed to weather, enclosure shall be NEMA 3R (Raintight); otherwise, enclosure shall be NEMA-1. Switches shall be installed to be fully accessible in accordance with Article 110.26 of the National Electrical Code.
- B. Disconnect switches for single phase motors shall be horsepower rated, motor switches without overload protection, voltage rating as per motor nameplate voltage or greater.
- C. Fusible disconnect switch shall disconnect all ungrounded conductors and shall be supplied with the proper sized fuse clips and fuses. Fuse size over frame size will be noted on drawings. Fuses shall be current limiting, time delay, dual element Type RK-5 fuses.
- D. Disconnect switches shall be Square D, General Electric, Siemens or Cutler-Hammer. All disconnect switches shall be identified in accordance with the Paragraph 16010 - 3.3 Identification of these specifications and Article 110-22 of the National Electrical Code.
- E. All disconnect switches shall be marked with Arc Flash Warning Labels as required by Article 110.16 of the NEC.

**PART 3 - EXECUTION**

## 3.01 MANUFACTURERS' RECOMMENDATIONS:

- A. The contractor shall install all electrical distribution equipment in accordance with the manufacturer's recommendations and these specifications.

**END OF SECTION 26 2800**

**SECTION 26 5100  
LIGHTING FIXTURES**

**PART 1 - GENERAL**

## 1.01 GENERAL:

- A. Lighting fixtures shall be selected from those fixtures included in the fixture schedule. request for fixtures other than those listed in the fixtures schedule must be submitted in writing, at least ten working days prior to opening of bids. Send one copy to engineer. Faxed request will not be accepted or reviewed.
- B. Request for fixture substitution must be accompanied by construction specifications, photometric test data including foot lambert reading, and complete dimensions. Data for exterior lighting luminaries must also contain isocandle curves and average lumen distribution data.
- C. Fixtures shall be selected from the fixture schedule not only by catalog number, but with consideration to mounting, number and types of lamps, and reference notes all as contained in the fixture schedule and/or drawings.
- D. Lamps shall be provided for all fixtures in accordance with fixture schedule and/or manufacturer's recommendations.
- E. Verify fixture numbers, before placing order, to assure that fixtures will be furnished with the proper fittings and devices required to the complete installation of the fixtures.

**PART 2 - PRODUCTS**

## 2.01 BALLASTS:

- A. Ballast shall be as provided by the Manufacturer. See Fixture Schedule for the voltage requirements for the ballast.

## 2.02 LAMPS:

- A. All lamps shall be furnished and installed by the Contractor as per the Fixture Schedule on the Drawings.
- B. Lamps shall be Sylvania or General Electric or approved alternate.

**PART 3 - EXECUTION**

## 3.01 MANUFACTURER'S RECOMMENDATIONS:

- A. Install all lighting fixtures in accordance with the manufacturer's recommendations, as herein specified, or as indicated on the drawings.

**END OF SECTION 26 5100**

**SECTION 31 2200  
EXCAVATION AND GRADING AND GRADING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Removal of topsoil.

**1.02 SUBMITTALS**

- A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. Topsoil: Topsoil excavated on-site.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.

**3.02 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect from damage above- and below-grade utilities to remain.
- D. Notify utility company to remove and relocate utilities.
- E. Protect site features to remain, including but not limited to bench marks, existing structures, fences, sidewalks, paving, and curbs, from damage by grading equipment and vehicular traffic.
- F. Protect trees to remain by providing substantial fencing around entire tree at the outer tips of its branches; no grading is to be performed inside this line.
- G. Protect plants, lawns, and other features to remain as a portion of final landscaping.

**3.03 ROUGH GRADING**

- A. Remove topsoil from selected areas, without mixing with foreign materials.
- B. Do not remove topsoil when wet.
- C. Remove subsoil from indicated areas.
- D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
- E. When excavating through roots, perform work by hand and cut roots with sharp axe.
- F. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

**3.04 FILL AND BACKFILL**

- A. Place acceptable soil material in layers to required subgrade elevation for each area classification listed herein.
- B. Excavations: Satisfactory excavated or borrow material.
- C. Grassed Areas: Satisfactory excavated or borrow material.
- D. Walks and Pavements: Subbase material or satisfactory excavated or borrow material, or combination of both.
- E. Landscaped Areas: Filtered topsoil.

**3.05 COMPACTING**

- A. Percentage of Maximum Density Requirements: Control soil compaction during construction, compacting soil to not less than the following percentages of maximum dry density as determined in accordance with Standard Proctor Compaction Test, ASTM D 698, unless noted otherwise:
  - 1. Structures: Slabs, Permeable Pavements: Compact top 12 inches (305 mm) of subgrade at 97 percent maximum dry density. For under roads and structures, compact each layer of backfill or fill material to 98 percent maximum dry density.
  - 2. Lawn or Unpaved Areas: Compact top 6 inches (152 mm) of subgrade and each layer of backfill or fill material at 90 percent maximum dry density.

3. Walkways, Steps, and Fence Footings: Compact top 6 inches (152 mm) of subgrade and each layer of backfill or fill material at 95 percent maximum dry density.
  4. Backfill: Place and compact in 6 inch (152 mm) lifts.
- B. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of the subgrade or layer of soil materials, to prevent free water from appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction to specified density. Stockpile or spread and allow to dry soil that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing, until the moisture content is reduced to a satisfactory value.
  - C. Use of excavating equipment and trucks to perform compaction in trenches is not permitted.
- 3.07 TOLERANCES**
- A. Top Surface of Subgrade: Plus or minus 0.10 foot (1-3/16 inches) (30 mm) from required elevation.
  - B. Top Surface of Finish Grade: Plus or minus 0.04 foot (1/2 inch) (13 mm).
- 3.08 REPAIR AND RESTORATION**
- A. Existing Facilities, Utilities, and Site Features to Remain: If damaged due to this work, repair or replace to original condition.
  - B. Other Existing Vegetation to Remain: If damaged due to this work, replace with vegetation of equivalent species and size.
- 3.09 CLEANING**
- A. Leave site clean and raked, ready to receive landscaping.

**END OF SECTION**

**SECTION 32 9300  
PLANTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Preparation of subsoil.
- B. Topsoil bedding.
- C. New trees, plants, and ground cover.
- D. Mulch and Fertilizer.
- E. Maintenance.
- F. Tree Pruning.

**1.02 DEFINITIONS**

- A. Weeds: Including, but not limited to, Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.
- B. Plants: Living trees, plants, and ground cover specified in this Section , and described in ANSI Z60.1.

**1.03 REFERENCE STANDARDS**

- A. GDOT Special Provision 702 dated May 10, 2011.
- B. ANSI/ANLA Z60.1 - American Standard for Nursery Stock; 2004.
- C. ANSI A300 Part 1 - American National Standard for Tree Care Operations -- Tree, Shrub and Other Woody Plant Maintenance -- Standard Practices; 2008.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Planting Schedule: Submit planting schedule showing scheduled dates for each type of planting in each area during contract period. Provide a copy of the planting schedule to the Project Implementation Manager.
- C. Soil Test: Submit certified copies of test reports to Project Implementation Manager.
- D. Certificates: Submit certificates of inspection required by governing authorities.
- E. Material Delivery Schedule: Submit schedule in advance of delivery so material may be inspected upon arrival at the job site.
- F. Maintenance Data: Include cutting and trimming method ; types, application frequency, and recommended coverage of fertilizer.
- G. Warranty: Written warranty guaranteeing all plant material to remain in a healthy, vigorous condition for a period of 12 months after initial acceptance by the Project Implementation Manager at completion of planting.
- H. Maintenance Contract.

**1.05 QUALITY ASSURANCE**

- A. Nursery Qualifications: Company specializing in growing and cultivating the plants with three years documented experience.
- B. Maintenance Services: Performed by installer.

**1.06 REGULATORY REQUIREMENTS**

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Plant Materials: Certified by federal department of agriculture; free of disease or hazardous insects.
- C. Comply with GDOT State of Georgia Special Provisions & Supplemental Specifications Section 702 Vine, Shrub and Tree Planting.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver fertilizer and lime to the site in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name or trademark and indication of conformance to state and federal laws. In lieu of being furnished in containers, fertilizer and

lime may be furnished in bulk and a certificate indicating the above information must accompany each delivery.

- B. Protect and maintain plant life until planted.
- C. Deliver plant life materials immediately prior to placement. Keep plants moist.
- D. Dig plants and prepare them for shipment in a manner that will not cause damage to branches, shape, and future development after planting. Remove rejected plant material from the job site.
- E. Protect plants during delivery, site storage and handling to prevent damage to the root balls or desiccation of leaves. Protect branched plants during delivery, site storage and handling by tying in the branches and covering all exposed branches.
- F. The use of equipment such as "tree spades" will be permitted provided that the plant balls are sized in accordance with ANSI Z60.1 and that the plant tops are protected from damage.
- G. Deliver all pesticide, herbicide, insecticide and fungicide materials to the site in the original, unopened containers. Containers that do not have a legible label that identifies the Environmental Protection Agency registration number and the manufacturer's registered uses will be rejected.
- H. Store and protect plants not planted on the day of arrival at the site. Shade and protect plants in outside storage areas from the wind and direct sunlight until planted.
- I. Protect stored plants from drying out by covering the balls or roots with moist burlap, sawdust, wood chips, shredded bark, peat moss or other approved material. Provide covering that will allow air to circulate so that heating will not develop.
- J. Keep all plants in a moist condition until planted by watering with a fine mist spray.
- K. Provide dry storage for lime, fertilizers, and mulch in such a manner as to prevent inclusion of foreign materials.
- L. Avoid damaging plants being moved from nursery or storage area to the planting site. Handle balled and burlapped plants carefully to avoid cracking or breaking the earth ball. Do not handle plants by the trunk or stems. Protect plants from freezing or drying out by a covering of burlap, tarpaulins, or mulching material during transportation from the heeling in bed to the planting site. Do not drop or dump material from vehicles. Damaged plants will be rejected and shall be removed from the job site.

#### **1.08 FIELD CONDITIONS**

- A. Do not install plant life when ambient temperatures may drop below 35 degrees F (2 degrees C) or rise above 90 degrees F (32 degrees C).
- B. Do not install plant life when wind velocity exceeds 30 mph (48 k/hr).

#### **1.09 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide one year warranty after initial acceptance by the Project Implementation Manager at completion of planting. Prior to end of the 12 month period, punch list inspections by the Project Implementation Manager will specify corrective measures necessary for project's Final Acceptance. The Owner reserves the right to withhold 10% of Contractor's cost of landscaping, until Final Acceptance at the end of the Warranty period.
- C. Warranty: Include coverage for two continuous growing seasons; replace dead or unhealthy plants.
- D. Replacements: Plants of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.
  - 1. Replace, in accordance with the drawings and specifications, all plants that are dead, or as determined by the Project Implementation Manager, are in an unhealthy or unsightly condition, or have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence.
  - 2. The cost of such replacement(s) is at the Contractor's expense. Warranty all replacement plants until the date of Final Acceptance.

## **PART 2 PRODUCTS**

### **2.01 PLANTS**

- A. Plants: Species and size identified in plant schedule, grown in Zone 7 climatic conditions similar to those in locality of the work.

- B. Plant material must be container grown, propagated and raised within 250 miles of Atlanta and grown under climatic conditions and temperature extremes similar to those of the locality of the project site for a minimum of two years immediately prior to being planted on the job.
- C. Provide plants true to species and variety, complying with recommendations of ANSI Z60.1 "Standard for Nursery Stock", 2004.
- D. Facilitate inspection and identification by labeling trees and bundles or containers of the same shrub, groundcover, or vine with a durable waterproof label and weather-resistant ink. Provide labels securely attached to plants, bundles, and containers of plants. Labels must be legible for a minimum of 60 days after delivery to the planting site. Plants that do not have labels attached will be rejected.

## 2.02 SOIL MATERIALS

- A. Topsoil shall be a friable, loamy topsoil typical of the area. It shall have high organic content and be free of rocks, roots, branches, and other debris. It shall come from a well-drained site and have a pH of between 5.5 and 6.5.
- B. Soil conditioner shall be a natural product of ground or shredded pine bark mulch with an average 1/2" particle size. Mulch must be aged at least 6 months.
- C. Mulch: Shredded pine bark at least 60 days old, and 3/4" maximum size.
- D. Stakes: 2" X 2" X 4", pressure treated Southern Yellow Pine.
- E. Guys and Wire Ties: 2-strand, twisted, pliable galvanized steel or insulated electric wire not lighter than #10 gauge with zinc-coated turnbuckles.
- F. Guy Attachment: 3/4" X 18" heavy duty rubber hose sections. Hose only may be in contact with tree trunk.
- G. Drainage Gravel: Clean #57 crushed stone.
- H. Water will be obtainable from on-site at no cost.
- I. Sand for soil amendment to be granite screenings or approved equal.

## 2.03 SOIL AMENDMENT MATERIALS

- A. Fertilizer: Containing fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated in analysis.
  - 1. Commercial fertilizer shall be a commercial grade fertilizer, free flowing and uniform in composition.
  - 2. Provide granular fertilizer conforming to Fed. Spec. O-P-241, Type 1, Class 2, and bearing the manufacturer's guaranteed statement of analysis. Granular fertilizer shall contain a minimum percentage by weight of 6 percent nitrogen, of which 50 percent shall be organic, 6 percent available phosphoric acid, and 6 percent potash; or 8 percent nitrogen, 8 percent phosphoric acid, and 8 percent potash.
  - 3. Planting fertilizer tablets shall be 21 grams and 5 grams. Tablets shall be in compressed form with the following minimum available percentages: N-20 percent, P-10 percent, and K-5 percent.
- B. Peat Moss: Shredded, loose, sphagnum moss; free of lumps, roots, inorganic material or acidic materials; minimum of 85 percent organic material measured by oven dry weight, pH range of 4 to 5; moisture content of 30 percent.
- C. Bone Meal: Raw, finely ground, commercial grade, minimum of 3 percent nitrogen and 20 percent phosphorous.
- D. Lime: Ground limestone, dolomite type, minimum 95 percent carbonates.
- E. Water: Clean, fresh, and free of substances or matter that could inhibit vigorous growth of plants.

## 2.04 MULCH MATERIALS

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

## 2.05 ACCESSORIES

- A. Wrapping Materials: Burlap.
- B. Stakes: Softwood lumber, pointed end.
- C. Cable, Wire, Eye Bolts and Turnbuckles: Non-corrosive, of sufficient strength to withstand wind pressure and resulting movement of plant life.
- D. Plant Protectors: Rubber sleeves over cable to protect plant stems, trunks, and branches.
- E. Membrane: 20 mil (0.5 mm) thick, clear polyethylene.

- F. Wrapping: Waterproof fabric.
- G. Tree Protectors: Metal with galvanized rings.

**2.06 SOURCE QUALITY CONTROL**

- A. Provide analysis of topsoil; comply with requirements of Section 01 4000.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt and organic matter; pH value.
- C. Submit minimum 10 oz (280 g) sample of topsoil proposed. Forward sample to testing laboratory in sealed containers to prevent contamination.
- D. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.
- E. The Contractor shall pay for this testing and submit certified copies of test reports to Project Implementation Manager.

**PART 3 EXECUTION****3.01 PREPARATION OF SUBSOIL**

- A. Prepare subsoil to eliminate uneven areas. Maintain profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated subsoil.
- C. Scarify subsoil to a depth of 3 inches (75 mm) where plants are to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- D. Dig pits and beds 6 inches (150 mm) larger than plant root system.

**3.02 PLACING TOPSOIL**

- A. Spread topsoil to a minimum depth of 4 inches (100 mm) over area to be planted. Rake smooth.
- B. Place topsoil during dry weather and on dry unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
- D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.
- E. Install topsoil into pits and beds intended for plant root balls, to a minimum thickness of 6 inches (150 mm).
- F. Soil Test:
  - 1. After completion of fine grading and prior to soil preparation, obtain agronomic soils tests for all planting areas.
  - 2. Perform tests by an approved agronomic soils testing laboratory and shall include a fertility and suitability analysis with written recommendations for soil preparation, planting backfill mix, hydrospraying and post-maintenance fertilization program.
  - 3. The soil report recommendations take precedence over minimum amendment and fertilizer application rates specified herein only when they exceed the specified minimum.
  - 4. The Contractor shall pay for this testing and submit certified copies of test reports to Project Implementation Manager.

**3.03 FERTILIZING**

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after initial raking of topsoil.
- C. Mix thoroughly into upper 2 inches (50 mm) of topsoil.
- D. Lightly water to aid the dissipation of fertilizer.

**3.04 PLANTING**

- A. Plant Pits: Excavate circular plant pits with 45 degree sloping sides. Provide plant pits three times the diameter to the root ball.
- B. Loosen hardpan and moisture barrier to a depth of 12 inches minimum below the bottom of the tree pit or until hardpan has been broken and moisture is allowed to drain freely.
- C. Shrub beds: Loosen hardpan 6 inches minimum below bottom of excavation. Fill each pit with water and observe the pit for a period of 6 hours and if the water has not dissipated by 50%, drill pit with a 12 inch auger to a depth of 3 feet below the bottom of the pit and fill with gravel. If drainage is not improved, notify Project Implementation Manager.
- D. Provide good drainage must be provided for all plant material. Death of plants from poor drainage will be Contractor's responsibility.

- E. Shrub and Groundcover Beds: Till the beds to a minimum depth of 8 inches. Spread mulch and sand uniformly over the bed to a minimum depth of 3 inches and add amendments as follows: for every 6 square yards of area, add 1/2 pound muriate of potash, 1-1/2 pounds diammonium phosphate, 4-1/2 pounds dolomitic limestone and 1/2 pound gypsum. Incorporate this into the existing soil to a minimum depth of 6 inches using a roto-tiller or similar type of equipment to obtain a uniform and well-pulverized soil mix. During tillage operations, remove all sticks, stones, roots, and other objectionable materials. Bring plant beds to a smooth and even surface conforming to established grades. Fertilizer rates may be altered by soil report recommendations.
- F. Set plants vertical.
- G. Remove non-biodegradable root containers.
- H. Set plants in pits or beds, partly filled with prepared plant mix, at a minimum depth of 6 inches (150 mm) under each plant. Remove burlap, ropes, and wires, from the root ball.
- I. Place bare root plant materials so roots lie in a natural position. Backfill soil mixture in 6 inch (150 mm) layers. Maintain plant life in vertical position.
- J. Saturate soil with water when the pit or bed is half full of topsoil and again when full.

### 3.05 INSTALLATION OF ACCESSORIES

- A. Wrap deciduous shade and flowering tree trunks and place tree protectors.

### 3.06 PLANT SUPPORT

- A. Brace plants vertically with plant protector wrapped guy wires and stakes to the following:
  1. Tree Caliper: 1 inch (25 mm); Tree Support Method: 1 stake with one tie
  2. Tree Caliper: 1 to 2 inches (25 to 50 mm); Tree Support Method: 2 stakes with two ties
  3. Tree Caliper: 2 to 4 inches (50 to 100 mm); Tree Support Method: 3 guy wires with eye bolts and turn buckles
  4. Tree Caliper: Over 4 inches (100 mm); Tree Support Method: 4 guy wires with eye bolts and turn buckles

### 3.07 TREE PRUNING

- A. Perform pruning of trees as recommended in ANSI A300.
- B. Prune newly planted trees as required to remove dead, broken, and split branches.

### 3.08 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with Section 01 4000.
- B. Plants will be rejected if a ball of earth surrounding roots has been disturbed or damaged prior to or during planting.

### 3.09 REPLACEMENT

- A. Replace, in accordance with the drawings and specifications, all plants that are dead, or as determined by the Project Implementation Manager, are in an unhealthy or unsightly condition, or have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacement(s) is at the Contractor's expense. Warranty all replacement plants until the date of Final Acceptance.
- B. Replace dead plants caused by poor drainage of plant pits. Correct drainage problem prior to plant replacement.
- C. Replacement of damaged plant material due to extreme weather such as tornadoes, hurricanes, killing freeze or other factors beyond the Contractor's control shall not be the Contractor's responsibility during the Warranty Period.
- D. Repair grades, lawn areas, paving, and any other damage resulting from replacement planting operations, at no additional cost to the Owner.
- E. Remove and immediately replace all plants, as determined by the Project Implementation Manager to be unsatisfactory during the initial planting installation.

### 3.10 MAINTENANCE

- A. Provide maintenance at no extra cost to Owner; Owner will pay for water.
- B. Maintain plant life for three months after Date of Substantial Completion.
- C. Maintain plant life immediately after placement and until plants are well established and exhibit a vigorous growing condition. Continue maintenance until termination of warranty period.
- D. Equip hydraulic equipment for liquid application of chemicals with leakproof tanks and a positive agitation method. Calibrate and meter equipment so that application of chemicals in

specified amounts can be determined. Equip equipment with gauges and valves capable of maintaining constant application pressures.

- E. Apply all herbicides and other chemicals under this specification strictly in accordance with EPA label restrictions and recommendations, federal and state laws, and by, or under direction of, a licensed or certified applicator.
- F. Apply all chemicals in such a manner that damage will not result from either direct spray or drifting of chemicals that may be harmful to people, buildings, trees, shrubs, or other vegetation, both on and off the Owner's property. All damages caused by the Contractor's operations shall be replaced or rectified promptly.
- G. Irrigate sufficiently to saturate root system and prevent soil from drying out.
- H. Cultivate and weed plant beds and tree pits.
- I. Remove dead or broken branches and treat pruned areas or other wounds.
- J. Neatly trim plants where necessary.
- K. Immediately remove clippings after trimming.
- L. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions.
- M. Control insect damage and disease. Apply pesticides in accordance with manufacturers instructions.
- N. Remedy damage from use of herbicides and pesticides.
- O. Replace mulch when deteriorated.
- P. Maintain wrappings, guys, turnbuckles, and stakes. Adjust turnbuckles to keep guy wires tight. Repair or replace accessories when required.

### **3.11 CLEAN-UP**

- A. Remove excess waste and material daily from the property.
- B. When planting in an area has been completed, clear the area of all debris, spoil piles, and containers.
- C. Where existing grass areas have been damaged or scarred during planting operations, restore disturbed areas to their original condition.
- D. Clean other paving when planting work in adjacent areas is completed.

### **3.12 INITIAL ACCEPTANCE**

- A. Initial Acceptance will be give at the time of satisfactory completion of planting.
- B. After completion of installation, planting will be maintained by A-CC Leisure Services Department.

### **3.13 FINAL ACCEPTANCE**

- A. Final Acceptance of all work and materials under this section will be at the end of a twelve (12) month establishment period.
- B. An optional final inspection of all plants may be held at the expiration of Warranty Period. The Warranty Period will end at the date of this inspection and said inspection will be considered Final Acceptance, provided the contractor has complied with following requirements:
  - 1. Dead, missing and defective plant materials have all been replaced as directed; otherwise, Final Acceptance will be delayed until such replacements have been satisfactorily accomplished.
  - 2. Plant beds and plant saucers have been properly mulched and are free of weeds.
  - 3. Stakes and guys have been removed.
  - 4. Poor drainage conditions have been corrected.

**END OF SECTION**