PROJECT MANUAL

Project: Buckhead Resurfacing of Streets

Fulton County, Georgia

Sponsor: CITY OF ATLANTA

October 2026

Implementation Manager:
Buckhead CID
3348 Peachtree Road, N.E.
200 Tower Place, Suite 1150
Atlanta, GA 30326

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Invitation to Bid

INVITATION TO BID

Sealed bids will be received by Buckhead CID, Buckhead CID, 3348 Peachtree Road, N.E. 200 Tower Place, Suite 1150 Atlanta, GA 30326, **until 4:00 p.m. ET on October 19, 2026** for the construction of the **Buckhead Resurfacing of Streets** project in the City of Atlanta, Fulton County, Georgia. 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.

This is a Buckhead CID procurement of a City of Atlanta-sponsored project utilizing funds from the City of Atlanta and Buckhead Community Improvement District. Buckhead CID is serving as the Implementation Manager for the project.

Should any question or need for information arise, it should be directed to Buckhead CID at **tpeters@buckheadcid.com** with subject line: **Buckhead Resurfacing of Streets – [insert nature of email]**. All questions must be submitted by email by **5:00 p.m. ET on October 9, 2026**. The response to the questions will be posted as an addendum on the BCID website and sent via the Georgia Procurement Registry by 2 p.m. on October 12, 2026.

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 Buckhead CID.

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 Buckhead CID and the City of Atlanta, and furnish satisfactory proof of carriage of the insurance required.

GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition, and applicable special provisions and supplemental specifications apply to the contract.

Bidders submitting a bid $2,000,000 or less must be either a prequalified contractor or a registered subcontractor with Georgia D.O.T.

Bidders submitting bids in excess of $2,000,000 must be prequalified with Georgia D.O.T.

The Equal Business Opportunity (EBO) goals for this project are **25% MBE and 10% FBE%.** All MBE and FBE firms must be certified by the City of Atlanta's Office of Contract Compliance.

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 ground of race,

color, sex, or national origin in consideration for an award.

If the Contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements per the Project Manual, including Section 00100 Instructions to Bidders.

Low Bid will be determined based on the sum of the base bid and any alternates selected by Buckhead CID. The required forms, certifications and affidavits shall be submitted with the bid per the Bid Submittal Checklist.

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

The successful bidder shall commence work with adequate force and equipment on October 28, 2026 and shall complete the work by April 30, 2026.

The work shall be milling with paving right behind and shall commence first then any concrete work second.

Lane closure hours:

9 a.m. to 4 p.m.- Monday thru Saturday
Any concrete sidewalk work and striping can be done between 9 a.m. – 4 p.m. Monday thru Friday.

Instructions to Bidders

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

1.01 SUBMITTING BIDS

A. The Bid Submittal Package shall consist of those documents contained in and identified as Sections 00200 through and including 00495 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 Buckhead CID, 3348 Peachtree Road, N.E. 200 Tower Place, Suite 1150, Atlanta, GA 30326 **until 4:00 p.m. ET on October 19, 2026** as stated in the Invitation to Bid (Section 00020).

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:

Buckhead Resurfacing of Streets
Bid Submittal

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 one hundred and twenty (120) days after the date set for bid opening.

E. Sealed Bids received on time will be opened and publicly read.

1.02 PRE-BID CONFERNCE

There will not be a Pre-bid Conference.

1.03 NOTICE OF OTHER REGULATIONS OR REQUIREMENTS

A. Bids will be considered only from pre-qualified bidders for work of this type and magnitude. Bidders shall be qualified as outlined below:

- 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 GDPT QPL List 60.

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 https://www.ecfr.gov.

D. GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition, and applicable special provisions and supplemental specifications apply to the contract. 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 https://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.

G. All testing is to meet the requirement outlined in the GDOT Sampling, Testing and Inspection Guide

H. The contractor shall use suppliers on the appropriate GDOT qualified Products List.

1.04 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.

1.05 BID SECURITY

A. Bids must be accompanied by a certified check to Buckhead CID or acceptable Bid Bond in an amount not less than five (5%) of the amount of bid. The Bid Bond shall name Buckhead CID 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 (3) 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 Buckhead CID 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.

1.06 RIGHTS RESERVED

A. Buckhead CID reserves the right to reject any or all bids, to waive informalities and to re-advertise. Buckhead CID also reserve the right to reject bids which are non-conforming 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. Buckhead CID reserves the right to reject any or all bids from any bidder who is not pre-qualified with GDOT.

C. Buckhead CID reserves the right to reject any or all bids from bidders who are declared “non- responsive.” Bidders failing to meet the Diversity requirements of The City of Atlanta may be declared “non- responsive” if they have not made a good faith effort to meet the Diversity 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 Buckhead CID 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.

1.07 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.

B. Buckhead CID 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 00500 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 (6) executed copies of: (i) Bid Submittal Checklist; (ii) Bid Form; (iii) Corporate Certificate; (iv) Bid Bond; (v) Oath of Successful Bidder; (vi) E-Verify Affidavit; (vii) E-Verify Subcontractor Affidavit; (viii) Appendix A – Diversity Participation; (ix) Disclosure of Lobbying Activities; (x) Certification Regarding Lobbying; (xi) Certification of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters; and (xii) Certification of Lower-Tier Participant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion.

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.

1.08 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 Buckhead CID, the award may then be made to the next lowest responsible and responsive bidder, or the Work may be re-advertised.

1.09 INSURANCE, PROOF OF COVERAGE

A. The Contractor shall be required to furnish Buckhead CID 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 Supplemental General Conditions list required insurance limits for this project.

1.10 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.

1.11 TIME

Time is of the essence in the construction of this project. The successful bidder shall commence work with adequate force and equipment on October 28, 2026 and shall complete the work by April 30, 2026.

by the standard specifications. Final payment of amounts withheld will not be made until Buckhead CID and the City of Atlanta have certified that the work has been satisfactorily completed and accepted.

A. 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 Buckhead CID liquidated damages of $1,169.00 per calendar day.

1.12 LOCATION AND SITE

A. The Site of the proposed Work is located within the City of Atlanta, Fulton County, Georgia. 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 Buckhead CID or City of Atlanta 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 Buckhead CID and the City of Atlanta 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 Buckhead CID and the City. The Contractor shall not be entitled to damages for the failure of Buckhead CID or the City 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. Demolition and new work on this project is to be staged in 300 linear foot increments (excluding paving and saw cutting).

G. The Contractor shall fully familiarize himself with the requirements of the Project Manual, including Section 00800 Special Conditions.

1.13 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.

B. Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and specifications before submitting bid. Failure to do so will be at the bidder's risk.

In case of error in extension of prices in the Bid, the unit price shall govern. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

1.14 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 Buckhead CID and the City.

1.15 INFORMATION AND QUESTIONS

A. Should any question or need for information arise, it should be directed to Buckhead CID at **tpeters@buckheadcid.com** with subject line: **Buckhead Resurfacing of Streets – [insert nature of email]**. All questions must be submitted by email by **5:00 p.m. ET on October 9, 2026**. The response to the questions will be posted as an addendum on the BCID website and released on the Georgia Procurement Registry by 2 p.m. on October 12, 2026.

B. All bidders and representatives of any bidder are strictly prohibited from contacting any other City or Buckhead CID employees or any third-party representatives of the City or Buckhead CID on any matter regarding this ITB. This restriction of communication is effective from the advertisement date of each solicitation until successful the award is made official and announced. Exceptions are the submission of questions as instructed in the ITB, or as provided by any existing work agreement(s). For violation of this provision, Buckhead CID reserves the right to reject the submittal of the offending bidder. The purpose of this restriction is to ensure all prospective bidders have access to the same information at the same time so as not to provide any unfair advantage to any bidder.

1.16 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 tpeters@buckheadcid.com. 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 (7) 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

Project Overview

PROJECT OVERVIEW AND SCOPE

October 5, 2026

Overview

Resurfacing of Buckhead Streets

Scope

Mill and resurface

- Tall Pines Drive: Forrest Lake Dr to Barbara Lane
- Laurel Drive: Lake Forrest Dr to Laurel Forest Circle
- Laurel Forest Circle: Laurel Drive to Roswell Road
- West Brookhaven Drive – Club Drive to city line with Brookhaven
- Terrace Drive – Peachtree to Glenwood

Bidding Requirements – Documents to be the Bid Submittal Package

*Section 00200	Bid Submittal Checklist
*Section 00300	Bid Form
*Section 00405	Corporate Certificate
*Section 00410	Bid Bond
*Section 00480	Oath of Successful Bidder
*Section 00485	E-Verify Affidavit
*Section 00486	E-Verify Subcontractor Affidavit
*Section 00490	Appendix A – Diversity Participation
*Section 00492	Disclosure of Lobbying Activities
*Section 00493	Certification Regarding Lobbying
*Section 00494	Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
*Section 00495	Certification of Lower-Tier Participant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

Bid Submittal Checklist

Bid Submittal Checklist

All Required Submittals (indicated with * in the Table of Contents) including the completion and acknowledgment of this checklist

Section Number	√	Required Submittals
00200		Bid Submittal Checklist (this document)
00300		Bid Form
00405		Corporate Certificate
00410		Bid Bond
00480		Oath of Successful Bidder
00485		E-Verify Affidavit
00486		E-Verify Subcontractor Affidavit
00490		Appendix A - Diversity Participation
00492		Disclosure of Lobbying Activities
00493		Certification Regarding Lobbying
00494		Certification of Primary Participation Regarding Debarment, Suspension, and Other Responsibility Matters
00495		Certification of Lower-Tier Participant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

Bidders Official Company Name: _____

Company Address: _____

President/Vice President/Owner Name: _____

Title: _____

Office Telephone: _____

Direct Telephone: _____

Email Address: _____

Primary Point-of-Contact Concerning ITB: _____

Title: _____

Office Telephone: _____

Direct Telephone: _____

Email Address: _____

Bid Form

BID FORM

See attached Appendix C and attach here in your submittal.

TOTAL BID AMOUNT (Please put both written amount and number total) _____

_____ ($)

1. The BIDDER understands the IMPLEMENTATION MANAGER reserves the right to evaluate and award the Contract to the BIDDER based upon the method as stated in the Instructions to Bidders and other sections of the Solicitation.

2. The BIDDER understands that the IMPLEMENTATION MANAGER reserves the right to reject any or all bids and to waive any informalities in the bidding.

3. 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.

4. The BIDDER understands and agrees that the project scope is identified by the Plans and Specifications. Since it is not possible to have a line item for every work element shown on the Plans and Specifications included on the Bid Schedule, the BIDDER has accounted for the costs of work elements which don't have a specific line item in Grading Complete.

5. The BIDDER understands and agrees that for all line items which are not Lump Sum, the Bidder has included in their Bid Total the number of units shown on the Bid Schedule.

A. TOTAL BID as stated in the detailed attached Bid Form: **$**_____

RECEIPT OF REQUEST FOR BID AMENDMENTS / ADDENDA

I hereby acknowledge receipt of the following checked amendments / amendments of the Solicitation:

Amendment Nos.: 1 2 3 4 5 6 7

Witness my hand and seal this _____ day of _____, 20_____.

_____
(Print Company Name)

The Submitter(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.

By _____
Corporate President, Vice President or Individual Owner or Partner *(Strike through all except the one which applies)*

Sworn to and subscribed before me this

_____ day of _____, 20_____.

(Notary Public) _____

My Commission expires _____

END OF SECTION

Corporate Certificate

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_____, 20_____.

_____
Company

_____
Signature / Secretary of Corporation

Corporate Seal

END OF SECTION

Bid Bond

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 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 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 Implementation Manager, a Bid for furnishing materials, labor and equipment to construct the construction of Intersection Improvements, 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 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 Implementation Manager, in form and with security satisfactory to said 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 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 _____, 20__.

ATTEST: Principal Seal

BY: _____ BY: _____

Title: _____ Title: _____

ATTEST: Surety Seal

BY: _____ BY: _____

Title: _____ Title: _____

END OF SECTION

Oath of Successful Bidder

OATH OF SUCCESSFUL BIDDER

I. EXAMINATION OF PLANS AND SPECIFICATIONS

I hereby acknowledge that this Project will be constructed in English units. I certify that I have carefully examined the plans, specifications and provisions for this project, and I have also personally examined the site of the work. On this basis 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 proposed to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I further propose to execute the Contract agreement described in the Solicitation 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 Performance and Payment Bond, approved by Buckhead CID. 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.

II. CONFLICT OF INTEREST

By signing and submitting this Oath I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of Buckhead CID nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this organization.

Also, by signing and submitting this Oath I hereby certify that I will notify Buckhead CID through its Project Manager 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 Buckhead CID employees.

III. PROHIBITED SOURCES' (CONTRACTORS) ETHICS PLEDGE

I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not offer money or a personal gift, meal, ticket, travel, entertainment, or other gratuity as defined per City of Atlanta Code Section 2-801 to any Buckhead CID or City employee or official who has interest in this Bid.

IV. 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:

a) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
b) 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 firm name)* _____,

(Subcontractor's firm 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.

V. NON-COLLUSIONCERTIFICATION

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 Bid.

VI. SIGNATURES

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

(Officer name, title) _____

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 *(Contractor's firm name)* _____

In bidding or procuring the Contract with: Buckhead CID
on the following Project: Buckhead Resurfacing of Streets
And that said undersigned officer 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.

SIGNED: ATTESTED:

BY: _____ Bidder Firm Name

By: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____ My Commission Expires: _____

END OF SECTION

E-Verify Affidavit

Section 00485
E-Verify

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Buckhead CID and the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: Buckhead CID Buckhead Resurfacing of Streets

Name of Public Employer: City of Atlanta

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

Executed on_____, _____, 20___in_____(city), _____(state)

_____
Signature of Authorized Officer or Agent

_____
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE_____, DAY OF_____, 20_____

_____
NOTARY PUBLIC

My Commission Expires: _____

E-Verify
Subcontractor Affidavit

Section 00486
E-Verify Subcontractor

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor)_____on behalf of Buckhead CID and the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10- 91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub- subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: Buckhead CID Buckhead Resurfacing of Streets

Name of Public Employer: City of Atlanta

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

Executed on_____, _____, 20___in_____(city), _____(state)

_____
Signature of Authorized Officer or Agent

_____
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE_____, DAY OF_____, 20_____

_____
NOTARY PUBLIC

My Commission Expires: _____

Section 00490

Appendix A –

Diversity Participation

See attached

Disclosure of Lobby Activities Form

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [x] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 a member of the City Council, Board of Directors, officer, or any elected, appointed, or employed official or employee of the State of Georgia, 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, or the amendment or modification of any Federal contract.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the Board of Directors, officer, or a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award of all subcontracts anticipated to be of a value of $100,000 or more and that all subcontractors shall certify and disclose accordingly.

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 Section 1352, Title 31, U.S. Code. 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.

Signature:_____ Date:_____

Title:_____ Telephone No.:_____

Firm or Corporate Name:_____

Address:_____

Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential consultant for a major third party contract), _____ _____, 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 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 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 (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.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONSULTANT FOR A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

Certification of Lower-Tier Participant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential subconsultant under a major third party contract), _____ _____, certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONSULTANT UNDER A MAJOR THIRD PARTY CONTRACT)_____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

Form of Contract

FORM OF CONTRACT

Any conflict(s) between the contractual language and the current editions of the Georgia Department of Transportation (GDOT) Standard Specifications and Supplemental Specifications, the GDOT language and specifications will take precedence.

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STATE OF GEORGIA, COUNTY OF FULTON

CONTRACT FOR PROVISION OF CONSTRUCTION SERVICES

THIS AGREEMENT, by and between Buckhead Community Improvement District, party of the first part, hereinafter referred to as "Buckhead CID," and _____, party of the second part, hereinafter called the "Contractor."

WITNESSETH:

I. SCOPE OF WORK

That the Contractor has agreed and by these presents does agree with Buckhead CID 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

Buckhead Resurfacing of Streets

which Drawings and Specifications together with the Advertisement for Bids, Instructions to Bidders, Bid Manual, 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
2. "SUPPLEMENTAL GENERAL CONDITIONS
3. "Special Conditions"
4. "Bid MANUAL" Dated
5. "DRAWINGS" as listed in the Bid Manual

6. GDOT Standard Specifications, 2021 Edition as amended and including GDOT Supplemental Specifications, is incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein.
7. "ADDENDA" consisting of Addendum No._____ through Addendum No._____.

The successful bidder shall commence work with adequate force and equipment on April 1, 2024 and shall complete the work from I-75 to City of Atlanta/City of Sandy Springs City limits by April 30, 2024.

.

If said Work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay Buckhead CID as liquidated damages and not as a penalty, the sum of One Thousand One Hundred and Sixty-nine Dollars ($1,169.00) per calendar day for each and every day or part of a day thereafter that said Work remains uncompleted.

II. PAYMENT

A. Fees. As full payment for the faithful performance of this Contract, Buckhead CID shall pay said Contractor _____ ($_____), (the "Contract Amount").

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 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, less the amount of retainage. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. The amount of retainage shall be as follows:

1. Ten (10%) percent of each progress payment shall be withheld as retainage, including change orders and other authorized additions provided in the Contract is due;
2. When the Work is substantially complete (operational or beneficial occupancy) and Buckhead CID determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by Buckhead CID, shall be withheld until such items are completed.

Within sixty (60) days after the Work is fully completed and accepted by Buckhead CID, 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 Buckhead CID.

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

Buckhead CID

C/O Tony Peters

3348 Peachtree Road N.E.

200 Tower Place, Suite 1150

Atlanta, GA 30326

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III. INSURANCE

All Insurance and Bonding requirements shall be satisfied per the Supplemental General Conditions to this Contract.

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 Buckhead CID, 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, Buckhead CID 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 Buckhead CID to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to Buckhead CID.

IV. WARRANTY AND GUARANTEE

The Contractor warrants to Buckhead CID 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. Buckhead CID, in its sole discretion, may exclude from the Contractor's warranty, remedies for damage or defect which Buckhead CID 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 Buckhead CID, 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 Buckhead CID 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 the Buckhead Community Improvement District and City of Atlanta. The Contractor shall exonerate, indemnify, and save harmless Buckhead Community Improvement District and City of Atlanta 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 Buckhead Community Improvement District or City of Atlanta, 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 the Buckhead Community Improvement District or City of

Atlanta, 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. DEFINITIONS

The following definitions shall apply to and modify all Contract Documents:

A. THE OWNER – Shall refer to the City of Atlanta

B. IMPLEMENTATION MANAGER – Shall refer to Buckhead CID

C. PROJECT ENGINEER or ENGINEER –

D. PROJECT MANAGER – Shall refer to Jacobs Engineering

If there is no Project Engineer or Engineer on the project, the Implementation Manager will act as the Engineer throughout Contract Documents.

VII. RELATIONSHIP OF THE PARTIES

A. Extent of Responsibility. The Contractor shall exercise reasonable care in preparing schedules and estimates for the Engineer's review and Buckhead CID acceptance. The Contractor is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer, Project Manager, and the Implementation Manager any nonconforming discovery by or made known to the Contractor as a request for information in such form as the Engineer may require.

B. Consultation. The Contractor shall schedule and conduct meetings with the Engineer, Project Manager and Implementation Manger to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Contractor shall advise the Implementation Manager, Project Manager and the Engineer on proposed site use and improvements, selection of materials, and building systems and equipment.

DRAFT

The Contractor shall also provide recommendations consistent with the Project requirements to the Implementation Manager, Project Manager and Engineer on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

The Contractor shall prepare and periodically update a Project schedule for the Engineer's review and the Implementation Manager's acceptance. The Contractor shall obtain the Engineer's approval for the portion of the Project schedule relating to the performance of the Engineer's services. The Project schedule shall coordinate and integrate the Contractor's performance of the Work, the Engineer's services, other Buckhead CID consultants' services, and the Implementation Manager's responsibilities, and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Price proposal; components of the Work; times of commencement and completion required of each Subcontractor, ordering and delivery of products, including those that must be ordered well in advance of construction.

C. Relationships of Trust and Confidence. The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Implementation Manager to cooperate with the Engineer and exercise the Contractor's skill and judgment in furthering the interests of the Implementation Manager and Project Manager to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Implementation Manager's interests. The Implementation Manager agrees to furnish or approve in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

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VIII. DISPUTE RESOLUTION

Any claim or dispute related to contract performance, additional costs, additional time or for consequential damages (the 'Claims') shall be referred to the Implementation Manager for an initial decision. An initial decision shall be required as a condition precedent for the mediation of any claim arising prior to the date final payment is due unless the Implementation Manager does not provide a decision concerning the claim within thirty (30) days of submission of the claim.

In the event a Claim is not resolved between the parties in conjunction with the decision of the Implementation Manager, such Claim shall be subject to mediation as a condition precedent to the filing of a civil action by either party. Following the decision of the Implementation Manager, either party may within thirty (30) days of that decision demand in writing that the other party file for mediation within sixty (60) days of the Implementation Manager 's decision. If such demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate with respect to the Claim.

In the event the Claim does proceed to mediation the parties will mutually select a mediator with offices based in Fulton County, Georgia. The parties shall share the mediator's fee equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

IX. TERMINATION OF THE CONTRACT

The Implementation Manager may terminate this Agreement if the Contractor: a) repeatedly refuses or fails to supply sufficient proper materials or properly skilled workers; b) fails to make payment to subcontractors or suppliers in accordance with the terms of any contracts between the Contractor and said subcontractors or suppliers; c) repeatedly disregards applicable laws, statutes, ordinances, rules and regulations or lawful orders of a public authority; or d) is in substantial breach of a provision of the Contract Documents.

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When any of the reasons stated exist, the Implementation Manager may, without prejudice to any other rights or remedies of the Buckhead Community Improvement District and the City of Atlanta, and after giving the Contractor and the Contractor's surety written notice with opportunity to cure the underlying conditions upon which the termination notice is based within seven (7) days of the date of said notice or to undertake substantial efforts satisfactory to Buckhead CID to cure said conditions within the seven (7) day period, terminate the Contractor and may, subject to any prior rights of the surety: a) exclude the Contractor from the construction site and take possession of all materials; and b) finish the Work by whatever reasonable method the Implementation Manager may deem expedient. Upon written notice by the Contractor, the Implementation Manager shall furnish the Contractor a detailed accounting of the costs incurred in order to finish the Work.

Upon termination of the Contractor for one of the reasons stated herein, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds the costs of finishing the Work, inclusive of any compensation for the reasonable and necessary Engineer's services and expenses resulting from the termination, and any other damages incurred by the Implementation Manager and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance the Contractor shall pay the difference to the Implementation Manager.

X. DOCUMENT CONFLICTS

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. This Contract for Construction Services and any written Amendments.
2. Addenda, with those of later date having preference over those of earlier date.
3. The Additional Special Conditions and Technical Specifications
4. The Supplemental Conditions.
5. The General Conditions.

DRAFT

6. The Plans and Specifications. (In the case of an inconsistency between Plans and Specifications or within either Document not clarified by addenda, the better quality or greater quantity of Work shall be provided in accordance with the Engineer's interpretation.)
7. Referenced Documents.

XI. 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 Buckhead CID in writing.

XII. SIGNATURES

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_____.

SIGNATURE PAGES TO FOLLOW.

DRAFT

SIGNATURE PAGE TO

CONTRACT FOR CONSTRUCTION SERVICES

BUCKHEAD CID

Signature: _____

Name (Typed or Printed): _____

Title: _____

ATTEST:

Signature: _____

Name (Typed or Printed): _____

Title: _____

DRAFT

SIGNATURE PAGE TO

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR

Signature: _____

Name (Typed or Printed): _____

Title: _____

ATTEST:

Signature: _____

Name (Typed or Printed): _____

Title: _____

DRAFT

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

DRAFT

Performance Bond

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 Buckhead CID 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 Buckhead CID 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 the 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 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 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

PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENT, that we,_____the Principal and_____Surety hereto, as named above, are held and firmly bound to Buckhead CID and the City of Atlanta_____, in the full sum of Dollars ($_____)

For the use and protection of said Buckhead CID 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 Buckhead CID and the City of Atlanta dated_____, 20 for furnishing material, labor, and equipment to construct Intersection Improvements.

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):_____

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General Conditions

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01 CONTRACT AND CONTRACT DOCUMENTS

The General Conditions, Supplemental General Conditions and Special Conditions, General Specifications, Technical Provisions, Drawings, Changes, and all other parts of the Contract Documents are complementary, and a requirement occurring in one shall be as binding as though occurring in all. The parts of the Contract are complementary and describe and provide for completion of the Work. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, and shall not be considered in the interpretation of the provisions to which they refer.

Execution of the Contract by Contractor is a representation that Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not specifically covered in the Contract Documents shall be required if it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

If and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents (a "discrepancy"), Contractor shall immediately notify the Implementation Manager in writing and seek clarification from the Implementation Manager (within 24 hours of discovery). In the event that the Implementation Manager fails to clarify such discrepancy within a reasonable time under the circumstances, Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

.01 Written modifications (including without limitation Change Orders and Change Directives) issued after execution of the Contract;

.02 Addenda issued in writing prior to the execution of the Contract;

.03 the Contract;

.04 the Special Conditions;

.05 the Federal Provisions;

.06 the Supplemental General Conditions;

.07 the General Conditions;

.08 the Technical Special Provision Specifications;

.09 the Georgia Department of Transportation Supplemental Specifications;

.10 the Georgia Department of Transportation Standard Specifications;

.11 the Plans and Drawings;

.12 the City of Atlanta Standards and Specifications;

.13 the Georgia Department of Transportation Construction Standards and Details;

.14 the Atlanta Department of Watershed Maintenance Water Specifications and Sewer Specifications.

If the application of the foregoing procedure fails to resolve the discrepancy, then unless Contractor sought and obtained the clarification of the discrepancy prior to entering into this Contract, then the discrepancy shall be resolved by construing the provision in favor of the Implementation Manager and in such a manner as will further the Implementation Manager's best interests and which may impose the more expensive or greater obligation upon Contractor. When Contractor fails to provide this notice and seek clarification, Contractor assumes full responsibility to correct or adjust work performed pursuant to Contract Documents known, or which should have been known, to contain such a discrepancy.

02 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

During the progress of the Work, the Engineer may issue additional instructions and Drawings supplemental to those listed in the Special Conditions and Drawing Index showing additional details required for the performance of the Work and may issue revised Drawings pursuant to Change Orders or Change Directives, or for correction of errors in the Drawings. The additional instructions and Drawings thus supplied will become a part of the Contract Documents. Contractor shall carry out the Work in accordance with the additional instructions and Drawings.

03 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:

"Acceptance" shall mean the formal written acceptance by the Implementation Manager and City of the fully and finally completed Work.

"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.

"Agreement" shall mean the Contract – the written agreement for the performance of and payment for the Work, which includes by reference and is a part of the Contract Documents, executed on behalf of the Implementation Manager and the Contractor, also called Implementation Manager-Contractor Agreement.

"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 by Implementation Manager.

"Application for Payment" shall mean the form approved by the Implementation Manager and City that is to be used by Contractor in requesting progress payments or final payment, together with such supporting documentation as is required in the Agreement Documents. The Application for Payment

may also be called Payment Application or Progress Payment.

"Approved, Directed, Ordered, or their Derivatives" shall mean approved, as directed, or ordered by the Implementation Manger or the City, unless otherwise clearly indicated.

"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. Bond means a written instrument of surety approved by the City with a valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title One of the United States Code as security to the City and its Implementation Manager, on behalf of a Bidder or the Contractor, to guaranty faithful performance of acts, duties or obligations under the Contract Documents and includes the following:

- Bid Bond means the security instrument furnished with a Bid to guaranty that, if the Bidder is awarded the Contract, the Bidder will execute the Agreement within the time specified in the Bidding Documents.

- Maintenance Bond, if required on the Project, means the security instrument furnished by the Contractor and its surety on the approved form as a guaranty, in addition to other warranties and guaranties, to remedy any defects in the Work of the Contractor which may develop during the warranty period after Completion of the Contract.

- Payment Bond means the security instrument furnished by the Contractor and its surety on the Payment Bond Form as a guaranty that Contractor will pay in full all bills and accounts for materials and labor used in the Work.

- Performance Bond means the security instrument furnished by the Contractor and its surety on the Performance Bond Form as a guaranty that the Contractor will complete the Work in accordance with the terms of the Contract.

"Change" shall mean any change in the Work authorized by the Engineer, including Field Changes, Work Authorizations or Change Orders.

"Change Directive" shall mean a written order prepared by the Owner and signed by the Owner directing a Change in the Work prior to or absent an agreement or adjustment, if any, in the Agreement Price or Agreement Time, or both.

"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 Implementation Manager.

"City" shall mean the City of Atlanta, Georgia and shall include all agencies, establishments or officials of the government of the City. The City may also be referred to from time to time as the "Owner."

"Construction Easement" or "Temporary Easement" shall mean any space or area dedicated to the City or other entity for the purpose of utilities or location of utilities for a specific period of time.

"Contract Documents" shall consist of Advertisement for Bids, Proposal, Bid Bond, Certificate of Corporate Bidder, Oath of Successful Bidder, Contract, Contract Performance Bond, Payment Bond, Instructions to Bidders, General Requirements, General Conditions, Supplementary Conditions, Technical Specifications, Certificates of Insurance, 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.

"Contractor" or "General Contractor" shall mean the individual, firm, partnership, corporation, joint venture, LLC or any combination thereof who enters into a contractual Agreement with the Implementation Manager to undertake the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees. This excludes Subcontractors/Subconsultants.

"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, or the achievement of a specific interim milestone, as the context may require.

"Day" shall mean a calendar day of twenty-four (24) hours lasting from midnight one day to midnight the next day.

"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 Engineer.

"Engineer" shall mean an individual, partnership, or corporation performing professional Engineering services for the Implementation Manager as an independent contractor.

"Equipment" shall mean Equipment incorporated or to be incorporated in the Work.

"Field Order" or "Field Change" 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 Engineer to the Contractor during construction.

"Final Acceptance" shall mean the 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.

"GDOT" shall refer to the Georgia Department of Transportation.

"Implementation Manager" shall mean the legally authorized representative of the City, a private contractor, or other concerned agency performing Work under a direct Agreement with the City. For this project the Implementation Manager shall refer to Buckhead Community Improvement District.

"Inspector" shall mean the authorized representative of the Implementation Manager, the City or GDOT assigned to make detailed inspection of any or all portions of the Work or materials thereof.

"Materials" shall mean Materials incorporated or to be incorporated in the Work unless otherwise clearly

indicated.

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

"Notice to Proceed" ("NTP") shall mean written communication issued by the Implementation Manager to the Contractor authorizing it to proceed with the Work and establishing the date of commencement of the Contract Time on which the Contractor shall start to perform its obligations in accordance with the Contract Documents.

"Owner" shall mean City of Atlanta, Georgia.

"Permanent Easement" shall mean any space or area dedicated to the City or other entity for the purpose of constructing and/or maintain existing or future utilities.

"Project" is identified in the Implementation Manager-Contractor Agreement and is the total construction of which the Work performed under the Contract Documents is a part.

"Public Space" or "Public Right-of-Way" shall mean the area between private property lines under the jurisdiction of the City, county, state or federal government, including, but not limited to, an alley, roadway, median, sidewalk, public way, or any combination thereof.

"Punch List" shall mean the lists prepared by the Implementation Manager prior to Final Completion indicating items of Work not in accordance with the requirements of the Contract Documents and which must be performed, corrected and accomplished prior to acceptance of the Work.

"Samples" shall mean physical examples furnished by Contractor, which illustrate materials, equipment or workmanship. Approved samples in conformance with the Contract Documents established the standards of the Work.

"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.

"Site" shall mean the areas required for the performance of the Work.

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

"Specifications" or "Technical 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.

"State" shall mean the State of Georgia.

"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 Implementation Manager 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. The date of Substantial Completion shall constitute the contract time for purposes of liquidated damages.

"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.

"Utility" shall mean and include all public, private, or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, such as public owned fire and police signal systems, which directly or indirectly serve the public or any part thereof.

"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.

"Working Days" shall generally mean Monday, Tuesday, Wednesday, Thursday, and Friday; however, on some projects, Saturday and/or Sunday may be considered working days, if specified as working days by the Implementation Manager. Holidays are not considered Working Days.

04 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 Implementation Manager, he shall assume full responsibility therefore and shall bear any and all costs necessary to correct the Work. All codes, Specifications, regulations, laws, ordinances, and standards referred to in the Contract Documents shall mean, and are intended to be, the latest editions, amendment, and revisions of such reference standard in effect as of the date of the Invitation to Bid for this Contract, and as may be updated or amended to be applicable to the Project.

05 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 Implementation Manager or the Engineer, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

06 **ADEQUACY OF DESIGN**

Before placing its Bid to the Implementation Manager, and continuously after the execution of the Agreement, Contractor shall carefully study and compare the Contract Documents and shall at once report any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, regulation, or order of any public authority bearing on the performance of the Work. By submitting its Bid for the Contract and the Work under it, Contractor agrees that the Contract Documents, along with any supplementary written instructions issued by or through the Engineer that have become a part of the Contract Documents, appear accurate, consistent, and complete. Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop Drawings, product data, or samples for such portion of the Work.

No claims shall be made by Contractor based on claims of defects, errors, omissions, ambiguities or inconsistencies in the Contract Documents which were reasonably discoverable by a review of the Contract Documents and correlation thereof with the actual conditions at the Project Site. No observation of the Implementation Manager, Engineer or City, and no inspections, tests or approval shall relieve Contractor from its obligation to perform the Work in strict conformity with the Contract Documents.

Contractor has determined, by its own investigation and research, all the conditions affecting the work to be done and materials to be furnished and does not rely upon any representation by the Implementation Manager in connection therewith.

The Implementation Manager or City, its agents and employees make no representation or warranty of any nature whatsoever to Contractor concerning the Contract Documents. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and will not rely upon any representations or warranties by the Implementation Manager and City concerning such documents as no such representations or warranties have been or are hereby made.

Prior to execution of the Contract, Contractor has evaluated and satisfied itself as to the condition and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project Site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools and equipment, and (v) other similar issues. With the exception of any differing site conditions clause, if any, that may be included in the Contract Documents, the Implementation Manager and City assumes no responsibility or liability for the physical condition of the Project Site, or any improvements located on the Project Site. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

Contractor acknowledges and agrees that its obligation to construct the Work in accordance with the Contract Documents is not in any way altered or affected by the observations or inspections of the City, Implementation Manager, or the Engineer. Further, Contractor acknowledges and agrees that any warranty periods included herein merely set forth the time period during which Contractor is contractually required to specifically perform corrective work and that these warranty periods are not and shall not be construed to be exclusive remedies of the Implementation Manager and City. Instead, Contractor acknowledges and agrees that it shall be liable to the Implementation Manager and City for the cost of correcting Work not performed in accordance with the Contract Documents for the full period of the applicable statute of limitations.

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.

07 NOTICE AND SERVICE THEREOF

Any notice to Contractor from Implementation Manager or the Engineer 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.

08 LIENS

Contractor acknowledges that neither it nor any of its Subcontractors or Suppliers have lien rights on public property. Contractor will furnish the Implementation Manager and City with evidence, satisfactory to the Implementation Manager and City that all persons who have done Work or furnished materials in performance of this Agreement have been fully paid before it shall demand final payment due or unpaid under this Agreement. In case such evidence is not furnished, an amount necessary to meet the lawful claims of the persons aforesaid may be retained from any monies due or that may become due the said Contractor under this Agreement until the lawful claims aforesaid shall be fully discharged, and it is understood and agreed that the Implementation Manager and City assumes no obligation nor in any way undertakes to pay such lawful claim out of any funds due or that may become due the said Contractor out of the Implementation Manager or City's own funds.

If, in their discretion, the Implementation Manager and City wishes to make joint payment to Contractor and any of its Subcontractors or Suppliers, Contractor agrees that the Implementation Manager and City may do so, and Contractor agrees to cooperate with the Implementation Manager and City in identifying the amounts due Subcontractors and Suppliers to facilitate the making of said joint payment.

09 SPECIFICATIONS

.01 The Specifications, the Drawings accompanying them, 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, upon request 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.

10 DRAWINGS AND SPECIFICATIONS

.01 The intent of the Drawings 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 and Specifications, the Specifications shall govern. 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 Engineer, 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 Engineer 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:

A. Provide each item mentioned and indicated, of quality or subject to qualifications noted.

B. Perform according to conditions stated, each operation prescribed.

C. Provide therefore all necessary labor, equipment, and incidentals.

.07 Wording: Whenever in these Specifications 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 Implementation Manager is intended, and similar words, "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to Implementation Manager.

.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 Implementation Manager 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 Implementation Manager for the entire Contract and the execution of all work referred to in the Contract Documents.

11 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.

12 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 Engineer 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 they are submitted to the Engineer 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 Engineer with at least six (6) copies of all Shop Drawings for approval. Two finally 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 or the Specifications unless he has in writing called attention to such deviations, and the Engineer 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 Engineer, 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.

13 INSTRUCTIONS, CHANGES, ETC.

.01 All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings 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 Engineer 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 Engineer and authorized by Change Order.

14 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 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 Engineer, 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 Engineer, 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.

15 REQUESTS FOR SUBSTITUTIONS

Requests for substitutions of proprietary products or of a particular 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 Engineer. The opinion of the Engineer 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, Implementation Manager shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit Implementation Manager with any savings to be obtained. However, Implementation Manager shall not be charged for any additional cost in case of a price difference.

16 RIGHT OF ENTRY

The Implementation Manager and City reserves the right to enter the Site of the Work herein contracted for, by such agent or agents as they may elect, for the purpose of inspecting the Work, or for the purpose of installing such collateral Work as the Implementation Manager and City may desire. Contractor shall cooperate and coordinate with other contractors prosecuting other phases of the construction. Furthermore, if deemed necessary by the Engineer, Contractor will incorporate work activities of other Implementation Manager and City contractors directly into the schedule such that no phase of the Project(s) is delayed or impacted. The City maintains ultimate control of the City right of way and reserves the right to stop work for any reason deemed appropriate by the ATLDOT commissioner.

17 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 Engineer. The cost of such inspection and testing shall be paid by Implementation Manager. The Contractor shall furnish evidence satisfactory to the Engineer that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

18 INSPECTION OF WORK

.01 The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Engineer and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Engineer 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 Engineer timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Engineer 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 Engineer upon completion. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, 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 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 Engineer shall be final and conclusive and binding upon all parties to the Contract.

19 AUTHORITY OF THE ENGINEER

.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 Engineer. The Engineer 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 Engineer.

.02 The approval of the Engineer 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.

20 REJECTIONS OF WORK AND MATERIALS

.01 All materials and equipment furnished and all work done that is not in accordance with the Drawings 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 (48) hours from the date of letter of notification, the Engineer 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 and Specifications at no additional cost to Implementation Manager.

.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 Engineer and accepted or estimated for payment. The failure of the Engineer 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.

21 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 Engineer, 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.

22 ROYALTIES AND PATENTS

The Contractor shall hold and save Implementation Manager and the City 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 Implementation Manager, unless otherwise specifically stipulated in the Contract Documents.

23 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 Engineer 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.

24 LINES, GRADES, AND MEASUREMENTS

.01 Such stakes and markings as the Engineer 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 Engineer of any errors or discrepancies he may discover in order that the proper corrections may be made.

25 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. Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If any permit, license or certificate expires or is revoked, terminated or suspended as a result of any action on the part of Contractor or any person or entity for which Contractor is responsible, it shall neither be entitled to any additional compensation, nor to an extension of Agreement Time.

26 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 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 Engineer. He shall at all times himself observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the City Buckhead Community Improvement District and its agents against any such law, ordinance, regulation, order, or decree, whether by himself or by his employees.

27 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 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.

28 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 Implementation Manager.

29 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 Buckhead Community Improvement District 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 the Buckhead Community Improvement District, 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 the Buckhead Community Improvement District, 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.

30 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 Implementation Manager, 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 Implementation Manager 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 Implementation Manager any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

31 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 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 Engineer, 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 Engineer 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 the Buckhead Community Improvement District harmless from the result of any damage that may occur as a result of the Contractor's activities.

32 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.

33 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 plants, tools, materials, and other articles from the property of the City.

34 CHANGES IN THE WORK

.01 Implementation Manager 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 Engineer, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer 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 Engineer written notice thereof within fifteen (15) 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 Implementation Manager.

.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.

35 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

.01 It is hereby understood and mutually agreed, by and between the Contractor and Implementation Manager, 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 Implementation Manager, 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 Implementation Manager, 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 Implementation Manager, acts of another contractor in the performance of the contract with Implementation Manager, 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 Implementation Manager, 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, Implementation Manager, 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).

36 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.

37 SCHEDULES, REPORTS, AND RECORDS

.01 The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Engineer 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 Implementation Manager 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, Implementation Manager 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 Implementation Manager’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 Implementation Manager. Implementation Manager may exercise its rights pursuant to this Paragraph as frequently as Implementation Manager 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.

38 IMPLEMENTATION MANAGER'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 Implementation Manager may, without prejudice to any other right or remedy and after giving the Contractor and his surety a maximum of seven (7) 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 Implementation Manager, the termination will not affect any rights or remedies of Implementation Manager against Contractor then existing or which may therefore accrue. Any retention or payment of moneys due Contractor by Implementation Manager 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 Implementation Manager and the rights and obligations of the parties governed accordingly.

.03 Upon seven (7) days' written notice to Contractor, Implementation Manager may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Implementation Manager, 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 engineers, Engineers, attorneys and other professionals, and court costs;

E. Contractor shall not be paid on account of anticipatory profits or overhead or consequential damages.

39 ACCEPTANCE OF WORK AND FINAL PAYMENT

.01 Before final acceptance of the Work and payment to the Contractor of the percentage retained by Implementation Manager, the following requirements shall be complied with:

A. Final Inspection: Upon notice from the Contractor that his work is completed, the Engineer 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 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 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 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 Implementation Manager. Payments otherwise due the Contractor may be withheld by Implementation Manager 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 Implementation Manager. 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 Implementation Manager.

40 VENUE

The law 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

Supplemental General Conditions

SUPPLEMENTAL GENERAL CONDITIONS

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 cause 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 Department of Transportation.

B. PROJECT MANAGER – Shall refer to the entity named by the Implementation Manager.

C. SPONSOR – Shall refer to the City of Atlanta, Georgia.

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 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 Engineer when in his opinion such deviations are immaterial and are not detrimental to the overall quality of the Work. The

decision of the Engineer, 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 Engineer. 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 Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer ‘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 Engineer may approve its use, if in the opinion of the Engineer, 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 IMPLEMENTATION MANAGER

The inspection of the performance and execution of the work under these Contract Documents is vested wholly in the Implementation Manager or in his authorized representative or agent, acting in any and all capacities assigned to him in these Contract Documents. The Implementation Manager may authorize a person to act as the Implementation Manager’s authorized representative or agent in carrying out the duties

specified in these Contract Documents. The instructions of the 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, 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 Implementation Manager, or authorized representative, shall be final and binding on all questions concerning the execution of the work and interpretation of the Drawings, 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 Implementation Manager, or authorized representative, shall have authority to suspend operations at any time, without additional cost to the Implementation Manager, when the work, in the Implementation Manager's opinion, is not being carried out in conformity with the Drawings, Specifications, and other Contract Documents.

The 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.

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 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 Engineer.

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 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 Implementation Manager, an emergency has arisen and immediate action is considered necessary, then the 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 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 Implementation Manager reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.

A. Contractor shall follow and meet all City requirements described in **Appendix B – Insurance & Bonding Requirements**, attached hereto and made a part hereof.

B. Construction services are excluded from the Professional Liability Insurance requirement of **Appendix B**.

C. Evidence of Insurance Required Before Work Begins

Contractor and subcontractor(s) of any tier may commence any services of any kind under this Agreement or any agreement with the Implementation Manager until all insurance and bonding requirements of this Agreement have been complied with and until evidence of compliance satisfactory to the Implementation Manager as to form and content has been filed with the Implementation Manager. Prior to starting work, all Contractor(s) and subcontractor(s) of any tier shall deliver to the 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 Implementation Manager. The policy will provide that advance written notice will be given to the Sponsor and Implementation Manager thirty (30) days prior to cancellation for other than nonpayment; termination; or material alteration, of said policies of insurance. Termination for non-payment 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 Acord 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.

D. Minimum Financial Security Requirements

All bonding and insurance companies providing insurance or bonds required by this Agreement or any agreement between the 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 Implementation Manager and any Contractor must meet the requirements per **Appendix B**.

E. 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 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 Implementation Manager and to submit evidence of that satisfaction to the 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 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 Implementation Manager, nor shall these requirements be construed to conflict with or supersede any obligation relating to indemnification.

F. Insurance and Bonding Required for Duration of Contract

Any and all bonds and insurance required by this Agreement or any agreement between the 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 Implementation Manager. The 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.

G. 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 Implementation Manager and any Contractor, and must file a full and timely written report to the appropriate insurance company (with a copy to the Implementation Manager) All reports must be timely filed with the appropriate insurance company under the terms of the applicable insurance policy.

H. Others as Additional Insured

The Sponsor, Project Manager and the Buckhead Community Improvement District must be covered as additional insured under all insurance required by this Agreement or any agreement between the Implementation Manager and the Contractor, and that insurance must be primary with respect to the additional insured, insuring the Implementation Manager for its own actions and the actions of the Implementation Manager as well as all Contractor or subcontractor(s) of any tier under this Agreement or any agreement between the 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.

I. Mandatory Notices of Cancellation or Material Change

The Sponsor and the 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 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.

J. 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 Implementation Manager with respect to the this Agreement or any agreement between the Implementation Manager and Contractor, including, but not limited to the amounts per **Appendix B**.

K. Bonding Requirements

Bonds furnished 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 Implementation Manager and listed in the Federal Register and licensed to write surety insurance in the State of Georgia.

1. Performance Bond. General Contractor who enters into an agreement with the Implementation Manager to perform work under this Agreement must furnish a Performance Bond to the Implementation Manager and City in an amount of at least 100% of the total amount payable under said agreement.

2. Payment Bond. General Contractor who enters into an agreement with Implementation Manager to perform work under this Agreement must furnish a Payment Bond to the Implementation Manager and City in an amount of at least 110% of the total 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.

3. Bond Forms; Power of Attorney; Financial Security. General Contractor must furnish the Performance and Payment Bond required in a form acceptable to the 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 Engineer to be incompetent or to act in a disorderly or improper manner, the person shall be discharged immediately on the request of the Engineer, 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. IMPLEMENTATION MANAGER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

The Contractor shall, at the 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 Implementation Manager may, after having served written notice on the said Contractor, either pay unpaid bills, of which the 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 Implementation Manager to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Implementation Manager shall be deemed the agent of the Contractor, and any payment so made by the Implementation Manager shall be considered as a payment made under the contract by the Implementation Manager to the Contractor, and the Implementation Manager shall not be liable to the Contractor for any such payments made in good faith.

13. FINAL PAYMENT AND RETAINAGE

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 Engineer will review the final payment request and will, if all items are satisfactory, recommend approval to the Implementation Manager. The Engineer will submit to the Implementation Manager 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 Engineer, in company with the 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 Engineer 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 Engineer, if in his professional judgment and opinion the Contractor's statement appears correct, will inform the Implementation Manager's 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 Engineer shall be accompanied by the list of minor items to be completed or corrected. It is understood and agreed that such notice from the Engineer does not in any way relieve the Contractor from any duties, responsibilities, and obligations of these Contract Documents.

Should the Engineer 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 Engineer certifying that the work or designated portion thereof is substantially complete. The Engineer, in company with the Implementation Manager's authorized representative, will re-inspect the work.

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

If the Engineer'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 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. Consent of Surety Company to Final Payment.
f. 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 Engineer shall schedule the final inspection. The Engineer will examine the work, in company with the Implementation Manager 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 Engineer 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 Engineer certifying that the work is complete. The Engineer, in company with the Implementation Manager's authorized representative, will re-inspect the work.

After a satisfactory final inspection, the Engineer shall notify the 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 Engineer does not in any way relieve the Contractor or his Sureties from any duties, responsibilities, and obligations under these Contract Documents.

After the Engineer recommends the work for final completion, the Implementation Manager will, if he concurs in the Engineer's recommendation, promptly notify the Contractor in writing. If the Implementation Manager does not concur in the Engineer's recommendation, the Implementation Manager will promptly notify the Contractor in writing that he does not accept the work as complete and 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 Implementation Manager is satisfied that the work is complete, the 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 Implementation Manager of final completion.

It is understood and agreed that said notice of final completion or final payment by the 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 Implementation Manager with certified copies of paid invoices (or other proof) indicating Georgia Sales Tax paid on items for which the Implementation Manager is eligible for tax refunds. Tax refunded will be to the Implementation Manager, with none credited to the Contractor.

17. MAINTENANCE OF CONTRACT COST RECORDS

The Contractor shall maintain, and shall cause by contract it's 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 Implementation Manager and the Department and for three years from the date of final payment under the Agreement between the 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 SPONSOR 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 Sponsor 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.

END OF SECTION

APPENDIX B
INSURANCE & BONDING REQUIREMENTS

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured**.** In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key

Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

i) Best's rating not less than A-,
ii) Best's Financial Size Category not less than Class VII, and
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta by email or in writing at the address listed below by mail within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Email: RiskCOI@AtlantaGa.Gov
Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Electronic Submission of Proof of Insurance Required Upon Renewal Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta Department of Procurement) from notifications@origamirisk.com which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

7. Certificate Holder

The **City of Atlanta Office of Enterprise Risk Management** at **68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303** must be named as certificate holder. All notices must be emailed to: **RiskCOI@AtlantaGa.Gov.**

8. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

9. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this

Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

10. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

11. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation.....	**Statutory**
Employer's Liability:	
Bodily Injury by Accident/Disease	**$1,000,000 each accident**
Bodily Injury by Accident/Disease	**$1,000,000 each employee**
Bodily Injury by Accident/Disease	**$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **$1,000,000 per occurrence subject to a $2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations

- ☐ Pesticide or Herbicide Applicator Coverage
- ☐ Explosion, Collapse and Underground (XCU) Liability
- ☐ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☐ Owned, Non-owned & Hired Vehicles
- ☐ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

F. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three-year Extended Reporting Provision.

G. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

H. Railroad Liability Insurance **(If project work takes place within 50 feet of Railroad)**

Contractor/Consultant must procure and maintain Railroad Liability Insurance in an amount not less than **$5,000,000 per occurrence subject to a $10,000,000 aggregate** with an SIR of no larger than **$100,000.**

I. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

J. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

END OF DOCUMENT

Special Conditions

SPECIAL CONDITIONS

1.0 GENERAL

1.0 DESCRIPTION OF WORK

A. The project generally includes resurfacing and safety improvements.

B. The limits of work are streets in Buckhead.

C. The contractor shall utilize minimally invasive excavation techniques when installing Signal Pole foundations.

D. 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.

E. Each section of type of work is described separately in the General Requirements and 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 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 within the public right- of-way.

B. Work Schedule - Furnish to the Implementation Manager and the Engineer, for review, a construction progress schedule as specified in Section 01326 of these Specifications.

1.03 MATERIALS

A. All materials, unless otherwise specified shall be listed has approved materials on the Georgia Department of Transportation (GDOT) Qualified Product List (QPL) and be furnished new and installed by the Contractor. The following materials will be either salvaged or supplied by the Implementation Manager and installed by the Contractor:

1. None.

B. Except as otherwise specified as indicated on the Drawings all materials to be removed shall be the property of the Contractor and shall be removed from the site and disposed by the Contractor.

1.04 OBSTRUCTIONS

A. All known 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 Implementation Manager.

B. The 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 prices bid. No additional compensation will be allowed for such costs after award of the Contract.

1.05 ENVIRONMENTAL PROTECTION

A. During construction the Contractor shall provide rows of hay bales, silt fences, 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 Implementation Manager.

1. 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, 2016 Edition, 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 2021 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 Engineer 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 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 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 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. Contractor may offer substitution to the above-named manufacturers by written request only.

B. The 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 Engineer.

1.12 DRAWINGS AND DETAILS

A. By reference the project documents includes Department of Transportation, State of Georgia Standard Specifications Construction of Transportation Systems, 2021 Edition.

B. Following in Section 00850 is a list of Drawings, which accompany and form part of these Contract Documents. These Drawings have been prepared by Jacobs Engineering Group, Inc.

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 (10) 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

Notice of Award

NOTICE OF AWARD

To: _____

Project: _____

The IMPLEMENTATION MANAGER 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 IMPLEMENTATION MANAGER will be entitled to consider all your rights arising out of the IMPLEMENTATION MANAGER'S acceptance of your BID, as abandoned and as a forfeiture of your BID BOND, the IMPLEMENTATION MANAGER 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 IMPLEMENTATION MANAGER,

Dated this_____day of_____, 20_____.

By (signature) _____

Printed Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

this_____day of_____, 20_____.

By (signature) _____

Title _____

Notice to Proceed

NOTICE TO PROCEED

To: _____

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 _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ _____.

Dated this_____day of_____, 20_____.

By (signature) _____

Printed Name _____

Title _____

ACCEPTANCE OF NOTICE

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

_____ this____day of_____20_____.

By (signature) _____

Title _____

Drawing Index

There is no Drawing Index

END OF SECTION

ADMINISTRATIVE SPECIFICATIONS

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, 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.

B. Definitions: Specific definitions related to terminology of this section include, but are not limited to the following:

1. Work: Refers to the General Conditions of Implementation Manager / Contractor Agreement.
2. Project: Refers 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.

C. Summary: The Project includes the resurfacing and safety improvements along Mt. Paran Road from I-75 to City of Atlanta/Sandy Springs city limits.

1.02 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 at the Site.
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

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 Implementation Manager/Contractor 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 Implementation Manager's approval of applications for progress payment and final payment may be contingent upon the Implementation Manager's and Engineer's approval of the Project Record Documents as described in Section 01720 of these Specifications.

1.02 SUBMITTAL

A. Formal submittal: Unless otherwise directed by the 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. Sign and notarize the Application and Certificate for Payment.
3. Submit the original of the Application and Certificate for Payment, plus two (2) copies of the Application for Certificate for Payment to the Implementation Manager for review.
4. The Implementation Manager shall, upon approval, sign the Application and Certificate for Payment, and will distribute:
   a. One copy to Contractor.
   b. One copy to Implementation Manager.
   c. Other copies as required by the Implementation Manager.
   d. The Implementation Manager will disburse payments to the Contractor.

PART 2 - EXCLUDED

PART 3 - EXCLUDED

END OF SECTION

PROJECT COORDINATION

PART 1 - GENERAL

1.01 SCOPE:

A. This section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

1. Drawings and Project Manuals to be supplied by Implementation Manager
2. Documentation of existing conditions.
3. Tasks and Contractor Coordination.
4. Administrative and supervisory personnel.
5. General installation provisions.
6. Cleaning and protection.

1.02 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 Specification sections, apply to this section.

1.03 COORDINATION:

A. The Implementation Manager shall supply to the Contractor five (5) sets of the drawings and Project Manual free of charge. Should the Contractor wish additional sets, the Contractor must purchase them from the printer.

B. Coordinate construction activities included under various Sections of these Specifications in order to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different sections of the Specifications with all other Contractors involved with the Project who are dependent upon those operations to assure proper installation, connection and operation.

C. Communicate effectively with all other Contractors in order to ensure smooth completion of the work so as to avoid damaging previously installed work done by another Contractor. Contractor shall bear all costs associated with correcting any damage or other such rejected work, including compensation for the Implementation Manager, Project Manager and Engineer, due to failure to properly coordinate or install work under this Contract.

D. Protect completed or partially installed work so as not to impede the work of the other Contractors or Subcontractors.

E. Where installation of one part of the work is dependent on installation of other components or other Contractors, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

F. Communicate effectively with all other Subcontractors in order to ensure that work coincides and does not interfere with the scheduling needs of the other Subcontractors. Contractor shall bear all cost of delay and damage claims by other Prime or Subcontractors, including compensation for the Implementation Manager, caused by a failure to perform the work under this Contract.

G. Confirm with General Contractor when specific work to be done by another Prime or Subcontractor has been satisfactorily completed before work under this Contract is started.

H. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

I. Make adequate provisions to accommodate items scheduled for later installation.

J. Where necessary, 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.

K. Prepare similar memoranda for the Implementation Manager, Project Manager, Engineer, and separate Contractors where coordination of their Work is required.

L. Inform General Contractor's Site Representative, Implementation Manager, Project Manager, and Engineer when other Contractor's work is in non-compliance or incomplete and prohibits efficient and orderly completion of work under this Contract.

M. Administrative procedures:

1. 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:

a. Preparation of schedules.
b. Installation and removal of temporary facilities.
c. Delivery and processing of submittals.
d. Progress meetings.
e. Project Close-out activities.

N. Documentation of existing conditions.

a. Before the Contractor mobilizes the Contractor shall take digital photographs (still and moving) of all existing conditions and label them by station number and physical address.
b. It is required that detailed photographs be taken of all areas where new material will about existing material.
c. Detailed pictures of every building, structure, or parking lot that is within 10-feet of the work zone be taken. Identify the subject in the photographs by station number and address.
d. Detailed pictures are required of any item that may be damaged during construction.
e. Supply a copy of the labeled digital photographs to the Implementation Manager within five (5) calendar days of mobilizing.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION PROVISIONS:

A. 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.

B. 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.

C. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for pavement expansion and building movement.

D. Visual Effects: Provide uniform plant spacing and joint widths in exposed work. Arrange plants and joints in exposed work.

E. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose. Enclosures around holes shall be well marked, surrounded with a 4' barrier, or safely capped until permanent backfill.

F. Mounting Heights: Where mounting heights are not indicated, refer to the Engineer for final decision.

G. Installation: When possible, perform Work and install materials to prevent conflict with other Subcontractors. When materials are damaged by other Subcontractors after installation, notify the General Contractor, Implementation Manager, and Engineer immediately. The Subcontractor takes full responsibility for all repairs and replacement of materials, at no additional cost to the Implementation Manager.

END OF SECTION

FIELD ENGINEERING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Surveying services.
B. The Contractor shall identify control points, property line corner stakes, and construction stakes.

1.02 RELATED REQUIREMENTS

A. Information Available to Bidder: Construction Plans

1.03 SUBMITTALS

A. On request, submit documentation verifying accuracy of survey work, or a duplicate copy of surveyor's field notes.
B. Submit certificate signed by Surveyor, certifying that locations of improvements are in conformance with Contract Documents.

1.04 PROJECT RECORD DOCUMENTS

A. Maintain complete, accurate log of control and survey work as it progresses.

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify locations of existing utilities prior to starting work. Promptly notify Implementation Manager and Engineer of any discrepancies discovered.
B. Any work performed by the Contractor before Contractor's field engineering has been performed and/or before any discrepancies are reported to the Engineer, will be at the Contractor's risk.

3.02 CONSTRUCTION STAKING

A. Perform construction staking as required by the Contractor. The Bid Documents contain all information available to the Implementation Manager concerning the project. The Contactor must develop whatever additional information they feel necessary to properly conduct construction staking.
B. Contact Implementation Manager and Engineer to verify location of stakes for curbs and storm drain inlets prior to starting construction of relocation.

3.03 AS-BUILT PLANS

A. Perform survey necessary to provide as-built drawings of storm sewer line location (horizontally and vertically), any site walls installed, and any other information that may be required for the record set of drawings.
B. Two (2) sets of redline mark-up construction plans may be used as as-built submittal.

END OF SECTION

REFERENCE STANDARDS AND DEFINITIONS

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 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. Approved: The term approved, when used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.

C. Engineer, Engineer, Engineer/Engineer: Wherever the terms "Engineer", "Engineer", or "Engineer/Engineer" are used, it shall refer to the design professional that holds the prime contract with the Implementation Manager for the applicable portion of the work being described. In general, these terms are used interchangeably in the context that the design professional is to be consulted at various times for submittal reviews, approvals, pre- construction reviews, work progress reviews, and other functions as defined in the contract documents.

D. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no choice or option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

E. Day: A day is a calendar day beginning and ending at 12:00 midnight.

F. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Engineer, requested by the Engineer, and similar phrases.

G. Furnish: The term furnish means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.

H. Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.

I. Install: The term install describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

J. Installer: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term experienced, when used with the term Installer, means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.

K. Not-In-Contract: Not-in-contract (NIC) indicates work not included in this contract.

L. Project site is the space available to the Contractor for performing 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 on which the Project is to be built.

M. Provide: The term provide means to furnish and install, complete and ready for the intended use.

N. Regulations: The term regulations includes 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.

O. Testing Agencies: A testing agency is 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.

P. Trades: Using terms 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 also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.03 OVERLAPPING AND CONFLICTING ASSIGNMENTS

A. Specifications and Drawings: Where there appear to be overlapping or conflicting requirements in the drawings and specifications, the specifications shall govern.

B. Industry Standards: Where compliance with 2 or more industry standards or sets of requirements are specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement shall govern.

C. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether or not it is specifically indicated as such.

1.04 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on GDOT Specifications, Special Provisions, Supplemental Specifications and Shelf Special Provisions.

B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained below.

C. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated, as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.

D. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

E. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

1.05 MINIMUM QUALITY/QUANTITY:

A. In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.

1.07 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 to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents, unless otherwise indicated.

C. 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. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Engineer for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

E. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.

F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or 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., available in most libraries.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

INCORPORATON OF GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL SCOPE:

A. Georgia Department of Transportation specifications as published in the Department of Transportation, State of Georgia Standard Specifications Construction of Transportation Systems, 2021 Edition 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

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Work described in this Section defines the requirements for project meetings as related to the Intersection Improvements.

B. Related Work: Pre-construction conferences relating to a specific trade or specific construction process or sequence are specified in the applicable Specification Sections.

1.02 CONTRACTOR'S DUTIES:

A. Scheduling and notification:

1. Notify all invited parties of meeting time and place at least 36 hours prior to meeting.
2. Coordinate timing of weekly progress meetings with the Implementation Manager, Engineer, DOT, and the Implementation Manager.

B. Administration:

1. Prepare and distribute minutes for each meeting within 72 hours of any project meeting.
2. Prepare and distribute copies of construction progress schedules as originally issued or subsequently approved, marked to show current progress.
3. Update construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue a revised schedule concurrently with minutes of each meeting.

1.03 PRE-CONSTRUCTION CONFERENCE:

A. Scheduling: A pre-construction conference shall be held prior to commencement of Work at a location to be announced. Additionally, a pre-construction conference for the pavement striping shall also be held prior to commencement of Work.

B. Attendance:

1. The Implementation Manager
2. The City of Atlanta
3. Project Manager
4. The Engineer and invited Consultants
5. The Contractor
6. Major subcontractors as requested by the Implementation Manager
7. Representatives of separate Contractors, when applicable

C. Minimum agenda:

1. List of major Subcontractors and material suppliers to be distributed and discussed.
2. Insurance submittals to be distributed and reviewed

3. Tentative construction progress schedule and submittals schedule to be distributed, with discussion of critical work sequencing.
4. Identification and designation of responsible personnel.
5. Processing and distribution of field decisions, change orders and other contract documents.
6. Processing of required submittals, including shop drawings, samples, and product data.
7. Procedures for maintaining required Project Record Documents and Maintenance Manuals.
8. Use of Site, including temporary offices, storage areas, erosion control and Site use limitations or restrictions.
9. Material and equipment deliveries, storage, protection and priorities.
10. Safety and first-aid procedures and responsibilities.
11. Security procedures and methods.
12. Introduction of Company Quality Control and Safety Manager.
13. Housekeeping procedures and methods.
14. Construction Schedule.

1.04 PROGRESS AND COORDINATION MEETINGS:

A. Scheduling: Unless otherwise requested by the Implementation Manager, a progress and coordination meeting shall be held weekly on the job site.

B. Attendance:

1. The Implementation Manager.
2. City of Atlanta.
3. Project Manager.
4. The Contractor, represented by the Project Manager or Principal.
5. The Sub-contractors and material suppliers contributing to or affected by construction progress delays, including those potentially involved in regaining anticipated schedules and others as requested by the Implementation Manager as applicable to the progress of the work.
6. The Engineer and invited consultants.
7. Representatives of separate Contractors, when applicable.
8. Georgia Department of Transportation.

C. Minimum agenda:

1. Review minutes of previous meeting with review of follow-up and Work progress since previous meeting.
2. Review field observations, problems and decisions.
3. Identify problems and potential problems affecting project construction or anticipated progress.
4. Review problems of materials delivery, off-site fabrication and Subcontractor scheduling.
5. Develop corrective measures and procedures to regain planned schedule.
6. Revise construction progress and submittals schedule to reflect actual progress.
7. Review details of anticipated construction progress prior to next meeting.
8. Review workmanship and maintenance of quality standards.
9. Review proposed changes, including effect on construction progress schedule and completion date.

END OF SECTION

SUBMITTALS

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. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following

1. Submittal schedule
2. Shop Drawings
3. Product Data
4. Samples
5. Certifications
6. Quality assurance submittals
7. Miscellaneous submittals

B. 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, the following:

1. Permits
2. Applications for Payment
3. Performance and payment bonds
4. Insurance certificates
5. List of subcontractors
6. GDOT QPL Materials & Products: **Note: While GDOT retains records of Materials & Products previously approved through the GDOT QPL program, submittals showing GDOT approval of GDOT QPL Materials & Products must be submitted as described in this section for this project's file**

1.03 RELATED SECTIONS: The following Sections contain requirements that relate to this Section:

A. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

B. Division 1 Section "Materials and Equipment" specifies requirements for listing of principle products to be submitted with the Submittal Schedule.

C. Division 1 Section "Product Substitutions" specifies requirements for administrative and procedural requirements for product substitutions.

D. Division 1 Section "Contract Closeout", and "Project Record Documents" specifies requirements for submittal of Project Record Documents, maintenance manuals and warranties at project closeout.

1.04 DEFINITIONS

A. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

B. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

C. Certified test (or inspection) reports are documents attesting that a product meets a specified level of performance or quality when a specimen is tested or inspected in accordance with a specified procedure, and consist of a certified statement by the product supplier or Contractor accompanied by a complete report of the inspection or test. These types of reports do not require and Engineer's approval.

D. Miscellaneous submittals related directly to the work (non-administrative) include, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, copies of industry standards, record drawings, quality testing and certifying reports, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data samples, certificates of conformance or compliance, or certified test reports, and similar information, devices and materials applicable shall be submitted solely for informational purposes. Providing these types of submittals are sufficient and adequate; they will not be responded to.

1.05 SUBMITTAL PROCEDURES

A. 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.

1. Coordinate each submittal with fabrication, purchasing, testing, required visual and performance mock-ups, delivery, other submittals and related activities that require sequential activity.

2. 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.

3. Package submittals to cover complete assemblies or systems. Partial or incomplete submittals will be returned rejected without review.

4. The Implementation Manager reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

B. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.

1. Allow a minimum of ten (10) working days for initial review.

2. Allow additional time if processing must be delayed to permit coordination with subsequent submittals.

3. The Implementation Manager will promptly advise the Contractor when a submittal being processed must be delayed for coordination.

C. Shop Drawings: Ten (10) consecutive working days will be required for the review of any shop drawings and other submittals requiring review by the Engineer if received in quantity equal to or less than fifty (50) sheets during five (5) consecutive working days. For each sheet or other item in excess of over fifty (50) sheets received in five (5) consecutive working days, additional time will be required for review time. The Engineer will advise the Contractor of additional time required.

D. Re-submittals: Allow ten (10) consecutive working days for reprocessing each submittal.

1. No extension of Contract Time will be authorized because of:

a. Failure to comply with approved Submittal Schedule.

b. Failure to transmit submittals to the Implementation Manager and Engineer sufficiently in advance of the Work to permit processing.

E. The Engineer will review the submittals of shop drawings, product data and samples and one (1) re-submittal.

1. For submittals in excess of the one (1) re-submittal, the Contractor shall reimburse the Implementation Manager, Engineer, and Engineer's consultants for additional services required of the Implementation Manager, Engineer, and Engineer's consultant by these additional re-submittals.

2. No additional time will be allowed the Contractor for delays caused by excess number of re-submittals.

F. Submittal Preparation:

1. Submittals shall be neat and legible, of uniform scale, responsive to requirements, with all sheets of similar information of same size.

2. 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.

3. Provide 2 spaces approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Engineer's and Contractor's review stamp and approval markings and the action taken. Include the following information on the label for processing and recording action taken.

a. Project name.
b. Date.
c. Name and address of the Implementation Manager.
d. Name and address of the Engineer.

e. Name and address of the Contractor.
f. Name and address of the subcontractor.
g. Name and address of the supplier.
h. Name of the manufacturer.
i. Number and title of appropriate Specification Section.
j. Contractor's submittal number.
k. Drawing number and detail references, as appropriate.

4. Acceptance Criteria:

   a. Submittal item conforms to approved Submittal Schedule.
   b. Submittal package is complete.
   c. Submittal does not include Substitution Request.
   d. Deviations from the Documents or revisions from previous submissions are clearly indicated.

5. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Implementation Manager and Engineer using Project Transmittal Form. Submittals received from sources other than the Contractor will be returned without action. Information on Submittal Sheets:

   a. Record relevant information and requests for data.
   b. Record deviations from Contract Document requirements, including minor variations and limitations.
   c. Include Contractor's certification that information complies with Contract Document requirements.

6. Transmittal Form: Prepare a draft of transmittal form for project and submit to the Implementation Manager and Engineer for acceptance. Include the following:

   a. List submittal number on each submittal as part of Contractor's review stamp and on transmittal.
   b. Send submittals separately based on Specification Division and Section numbers, with transmittal form for each submittal.
   c. Do not include more than a single Specification section on a submittal transmittal form. Each specification section is required to have its own transmittal from the Contractor.
   d. Identify each proper Section number followed by sequential submittal number.

7. Establish and maintain a Submittal Log. Place submittal number on each shop drawing as part of Contractor's stamp and at top of Submittal Form. Submittal number shall consist of applicable Specification Section number followed by the sequential Submittal number, for example:

   Example: 05500-1, 05500-2, 05500-3, etc.

8. Resubmission Requirements: Number resubmissions using original submittal number plus a suffix, for example:

   05500 - 2 for original submittal.

05500 - 2A for first re-submittal.
05500 - 2B for second re-submittal.

9. Re-submittals: After the Engineer's review of submittal, revise and resubmit as required. Identify changes made since previous submittal by clouding changes.

G. Submittal Schedule

1. Prepare a complete schedule of submittals. Unless otherwise required in the Summary of Work, submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.

2. Coordinate the Submittal Schedule with the list of subcontracts, Schedule of Values and the list of products as well as the Contractor's Construction Schedule.

3. Coordinate the Submittal Schedule with the Contractor's Construction Schedule. Submit the Submittal Schedule with the Products List Schedule specified elsewhere in Division 1.

4. Prepare the schedule in chronological order. Provide the following information:

a. Scheduled date for the first submittal.
b. Related Section number.
c. Submittal category (Shop Drawings, Product Data, or Samples).
d. Name of the subcontractor.
e. Description of the part of the Work covered.
f. Scheduled date for re-submittal.
g. Scheduled date for the Engineer's final release or approval is needed.

5. Lead time.

a. Submittals submitted out of sequence with Submittal Schedule requires additional review time; the Engineer will inform the Contractor when this will occur.
b. Review of sample submittals will require that all samples of adjacent materials will also have been submitted and received.

H. Engineer's Action: The Engineer will advise the Contractor when additional time will be required to review a submittal and which sample submittals will be required to be submitted simultaneously for proper review and approval.

I. Distribution: Following responses to the submittal, print and distribute copies to the Implementation Manager, Engineer, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

J. Submittal Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1. Do not schedule submittals out of sequence with the schedule for work except as required for products requiring long lead times between order and delivery. Submittals for long lead time items shall be accompanied by verification of the required lead time from the supplier.

1.06 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report recording the following information concerning events at the site and submit duplicate copies to the Implementation Manager at weekly intervals.

1. The daily report shall contain the following:

a. List of subcontractors at the site.
b. Approximate count of each contractors and subcontractors personnel at the site.
c. High and low temperatures, general weather conditions.
d. Accidents and unusual events.
e. Meetings and significant decisions.
f. Stoppages, delays, shortages, and losses.
g. Emergency procedures.
h. Orders and requests of governing authorities.
i. Change Orders received, implemented.
j. Services connected, disconnected.
k. Equipment or system tests and startups.
l. Partial Completions, occupancies.
m. Substantial Completions authorized.
n. List of deliveries received at site.
o. Work performed by contractor and subcontractor this day.
p. Building department or other regulatory inspectors at site.
q. Other visitors at site.

1.07 SHOP DRAWINGS

A. Submittals

A. 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 a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Copy of Engineer's letter indicating acceptance of deviations indicated on the submittal.
7. All deviations, from the Contract Documents, clearly indicated.

8. When detailing shop drawings, reference shop drawings details with correct document details. If applicable, provide manufacturers system detail number.

C. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches.

D. If the Contractor prepares shop drawings, the System Manufacturer must approve them. The shop drawings shall include reference to contract documents and to manufacturer details and require a letter from the manufacturer certifying that the shop drawing details are consistent with manufacturer's detailing practice.

E. Submittal: Submit one correctable translucent reproducible copy and three blue- or black-line prints for the Engineer's review; only the reproducible copy will be returned. For all layout submittals required as part of Division 16, submit CAD files.

F. Do not use Shop Drawings without an appropriate final stamp from the Contractor and Engineer indicating action taken in connection with construction.

G. Deviations from Contract Documents require specific written acceptance by the Implementation Manager and Engineer of the noted deviation and clear indication on the submittal.

1.08 PRODUCT DATA AND NON-REPRODUCIBLE SHOP DRAWINGS

A. 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 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."

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, that are not required, mark copies to indicate the applicable information. Include the following information:

a. Manufacturer's printed recommendations.
b. Compliance with trade association standards.
c. Compliance with recognized testing agency standards.
d. Application of testing agency labels and seals.
e. Notation of dimensions verified by field measurement.
f. Notation of coordination requirements.

2. Modify Product Data sheets to delete information which is not applicable to the Work. Edit all material to conform to job requirements and to clearly show model number, type or size proposed. Provide additional information if necessary to supplement standard information. Product data sheets that are submitted with extraneous information not deleted and/or modified will be returned to the Contractor without review.

3. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed by the Contractor.

B. Submittals: Submit seven (7) copies of each required submittal. The Engineer will retain one and will return the others marked with action taken and corrections or modifications required.

1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

C. 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.

1. Do not proceed with installation until a copy of Product Data applicable is in the Installer's possession.

2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.09 SAMPLES

A. Limits of Samples: Samples are required only for substitutions (alternate manufacturers) and for custom fabricated items, unless specifically required by the individual Section.

1. Where a specified item is being provided, samples will not be required or reviewed.

2. Where a specified item is no longer available, manufacturer's current catalog numbers vary from those specified, named manufacturer's product data differs from requirements, or where custom colors require evaluation, samples are required.

3. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

4. Mount, or display, Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Implementation Manager’s sample. Include the following:

a. Specification Section number and Submittal Number
b. Generic description of the Sample
c. Sample source
d. Product name or name of the manufacturer
e. Compliance with recognized standards
f. Availability and delivery time

5. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements, and comparison of these characteristics between the final submittal and the actual component as delivered and installed.

6. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) sets 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, operation, and similar construction characteristics.

7. 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.

8. Samples not incorporated into the Work, or otherwise designated as the Implementation Manager's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.

9. Preliminary submittals: When individual Sections call for initial selection samples to allow selection of color, pattern, texture or similar characteristics from a complete range of manufacturer's available offerings, submit a full set of choices for the material or product.

10. Preliminary submittals will be reviewed and returned with the Engineer's mark indicating selection and other action.

B. Sample Submittals: When required by individual Specification Section:

1. Submit one (1) sample of standard manufactured items and for initial selection of colors and finishes.

2. Submit two (2) samples for custom fabricated items.

3. When color/finish sample is approved, furnish one (1) additional sample of approved color/finish for Engineer's use.

4. One of the custom fabricated samples will be returned with the Engineer's comments.

5. For single samples retained by the Engineer, photographs of problem areas will be returned with the Engineer's comments for Contractor's action.

6. Maintain sets of Samples for custom fabricated items, as returned, at the Project site, for quality comparisons throughout the course of construction.

7. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

8. Sample sets may be used to obtain final acceptance of the construction associated with each set.

C. Distribution of Samples: When necessary for Contractor's convenience, 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.

1. Field Samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.

2. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

3. Miscellaneous submittals (as defined under paragraph "DEFINITIONS" herein) will not be processed as shop drawings, product data, or samples. These types of miscellaneous submittals are submitted solely for informational purposes. Provided they are sufficient and adequate, they will not be responded to.

1.10 QUALITY ASSURANCE SUBMITTALS

A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.

1. Certifications shall be dated, identified to the project, work category listed and carry Contractor's signature.

C. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

1. When professional certification of performance characteristics of materials, systems, or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

D. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Contractor's Quality Control and Safety Program."

1.11 ENGINEER'S ACTIONS:

A. General

1. Except for submittals for the record or information where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.

2. Compliance with specified characteristics is the Contractor's responsibility.

3. Submittals will be reviewed by the Engineer for design conformity and general conformance with the Contract Documents only. The Contractor is responsible for confirming and correlating dimensions at job sites for tolerances, clearances, quantities, fabrication processes and techniques of construction, coordination of their Work with other trades and full compliance with the Contract Documents.

4. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating

instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. Review by the Engineer shall not constitute approval of safety precautions or, unless otherwise specifically stated, of construction means, methods, techniques, sequences of procedures.

5. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:

1. Approved: The Work covered by the submittal may proceed provided it complies with requirements of Contract Documents. Final payment depends on that compliance.

2. Approved as Noted: The Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

3. Revise as Noted and Resubmit: Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.

4. Rejected/Resubmit as Specified: Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. The work covered by the submittal does not conform to the design concept or meet the contract document requirement.

5. Do not use, or allow others to use, submittals marked "Revised as Noted and Resubmit" or "Rejected/Resubmit as Specified" at the Project Site or elsewhere where Work is in progress.

6. Reviewed: Where a submittal is the responsibility of a consultant to the Engineer, the Engineer's stamp will indicate that the submittal has been reviewed by the Engineer for design intent. The Engineer's consultant shall stamp the submittal with an appropriate action stamp that will define the action to be taken by the Contractor.

7. No Action Required: Submittal is for information or record purposes or special processing or other activity. The submittal will not be returned and the Contractor will be so notified.

C. Unsolicited Submittals: The Implementation Manager and Engineer will not take action on unsolicited submittals and will inform Contractor of its disposition

D. Other Action: Where a submittal is primarily for information or record purposes, special processing, quality assurance or other activity, the submittal will not be returned, and Contractor will be so notified.

1.12 SUBMITTALS FOR IMPLEMENTATIONMANAGER RECORDS

A. Permits, Licenses, and Certificates: For the Implementation Manager's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

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" Ordnance 03-0-0119 concerning 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. Thus, the Contractor shall be required to complete the project using a 300-foot Sequence of Operations. **The Contractor shall also sequence the work in accordance with Technical Special Provision section 150.6.**

C. The Contractor shall not schedule the work such that all street accesses to a single property are within the same 300-foot section.

D. 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.

E. Intentionally left blank

F. 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.

G. The Contractor is to keep ADA public access to at least one door of every establishment at all times.

H. The Contractor shall work on only one ADA ramp per intersection at a time. Thus only one quadrant of an intersection can be closed to pedestrian traffic simultaneously.

I. For day work the Contractor shall barricade the sidewalk such that the public can safely use the concrete section of the sidewalk while the paver section is being constructed and vice versa.

J. For night work the Contractor will be allowed full sidewalk closure (pre-approved by the City of Atlanta) providing at least a 4-foot section of the sidewalk is available for safe public passage by 6:00 AM the following morning and there is ADA public access to all establishments.

K. The Contractor will be allowed (if pre-approved by the City of Atlanta) to saw-cut and pave during night hours providing all City of Atlanta ordnances are followed.

L. Saw cutting and paving operations do not have to follow the 300-foot Sequence of Operations providing they are accomplished at night and providing the work plan is pre-approved by the Project Manager and the City of Atlanta.

M. It is anticipated that the traffic control plan for night work will be less demanding that a traffic plan for day work.

N. There are several business establishments and residences that are affected by this work and disruption to these must be kept to a minimum. The Contractor shall take this into account when formulating the schedule.

O. To help facilitate the schedule, the Implementation Manager will be the main contact between the Contractor and the local community.

1.03 SPECIAL CONSTRUCTION CONSIDERATION FOR CERTAIN PUBLIC EVENTS

There are 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:

- All sidewalks are to be either the final product or the existing condition.
- All curbing is to be either the final product or the existing condition.
- All pavement shall be the final product or the existing condition. Except that the final asphalt “patch” between the curb and existing pavement does not need to be installed.
- 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 Contactor.

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 December 2019. 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 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 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 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.

1.05 DIRECTIONAL BORING PERMIT SUBMITTALS

A. The City of Atlanta has published the following requirement as of November 10, 2003.

Permit Submittals
DEPARTMENT OF PUBLIC WORKS David E. Scott, P.E Commissioner
In order to expedite the review and subsequent approval of permit requests, you should submit four copies your company letterhead specifying your intended construction method. If directional boring is used forward CAD drawings to us showing the horizontal and vertical locations of all utility mains and laterals in the immediate area of the proposed running line. Delineate the running line as a thick bold line on the plans and the profiles.
If open trenching will be your method of construction, a horizontal plan showing all the utility mains and laterals will be sufficient for review and approval. A profile will not be necessary if the utilities will be exposed.

Open trenching will require additional restoration including milling and resurfacing of the road surface to a satisfactory condition. Regardless of the chosen method of operation, all sewer mains and laterals are to be shown with your CAD drawings. Cable pulls should be requested separately from excavation permits, after construction aspects of a job are completed.

The excavation permit entitles you to: 1] Pull duct 2] Place all man holes/hand holes 3] Proof duct 4] Restoration.

We will facilitate vertical locates of existing utilities by issuing your contractors a "Qualified Contractor Permit." This permit requires each contractor provide us a copy of their Certificate of Liability Insurance with a minimum of $3,000,000 in general liability coverage and name the City of Atlanta as certificate holder.

If I can be of further assistance, please give me a call at 404-330-6087.

Respectfully, Larry Carter

Construction Inspector, Principal Street Operations Division Department of Public Works

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 all traffic shifts, detours, paces, lane closures or other activities that disrupt traffic flow. These plans shall be submitted for approval at least two weeks prior to the scheduled date of the activity to the Project Manager and City of Atlanta. Activities that have not been approved by the Project 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 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 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 Manager and/or City of Atlanta, they are no longer necessary for the satisfactory progress of the Work.

C. As an option to the 300-foot Sequence of Operations in Section 01326 Part 1.02.B of the Project Manual, the Contractor may submit an alternative Sequence of Operations for review and approval. A twenty-calendar day lead-time for the Project Manager's review shall be given to this submission so that a decision on its acceptability can be made. However, if the alternate plan is not approved, the Contractor shall be required to construct per the 300-foot Sequence of Operations outlined in Section 01326 Part 1.02 B. of the Project Manual.

D. The 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.

E. The Contractor shall secure the Project 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 Manager for approval.

F. Concerning the Traffic Control Plan some 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 change.
2. The location, size, and message of all signs required by the MUTCD, Plan, Special Provisions, and other signs as required to fit conditions. Any portable changeable message signs used shall be Included in the details.
3. The method to be used in, and the limits of, the obliteration of conflicting lines and markings.
4. Type, location, and extent of new lines and markings.
5. Drainage details for temporary and permanent alignments.
6. Location, length, and/or spacing of channelization and protective devices (temporary barrier, guardrail, barricades, etc.
7. Starting time, duration and date of planned change.
8. For each traffic shift, a paving plan, erection plan, or work site plan, as appropriate, detailing workforce, materials, and equipment necessary to accomplish the proposed work. This will be the minimum resource allocation required in order to start the work.

F. A minimum of three (3) copies of the above details shall be submitted to the Project Manager and the City of Atlanta for approval not more than 14 days but at least 10 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 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 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.

H. The Contractor shall obtain from the City of Atlanta a lane closure permit for each 300-foot Sequence of Operations if a lane closure is needed.

I. 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 Implementation Manager's Representative's information.
   2. Distribute reviewed schedules to:
      a. Implementation Manager and Project Manager
      b. Engineer
      c. Subcontractors

B. Prepare complete and comprehensive computer generated "Critical Path Method" schedule for 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.

E. The Contractor shall have a person on staff that 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 selection of finishes.
   3. Product procurement and delivery dates, including products furnished by the Implementation Manager.
   4. Dates for beginning and completion of each element of construction.
   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.

1.09 DISCREPENCY WITH DOCUMENTS:

A. If section 01326 Construction Scheduling and Traffic Control conflicts with section 150 Traffic Control, Section 150 Traffic Control shall govern.

END OF SECTION

CONTRACTOR'S QUALITY CONTROL AND SAFETY PROGRAM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to 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, the Quality Control, and Safety Program he intends to implement for the Work for approval by the Implementation Manager. This Program shall be tailored to the specific requirements of the Work 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 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 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 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; being certified through GDOT for traffic control management and acknowledging that it is understood that the Contractor shall maintain such a certified person on the construction site at all times.
8. The Contractor shall notify the Implementation Manager's Representative in writing of any proposed change to his inspection system and changes shall not be permitted if they would, in the opinion of the Implementation Manager's Representative, result in nonconformance with the Contract requirements.
9. The Contractor may select either an outside "agency" or in-house personnel to administer the program. In either case, the quality control and safety staff on-site shall be responsible only for quality control and safety and the quality control and safety manager shall report directly to the Contractor's highest ranking Corporate Officer involved in the Work. The management and/or control of the construction process. Quality control and

safety staff members shall interface with the Implementation Manager, its Inspectors, and Consultants, as required and appropriate.

10. 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 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, shall include quality control and safety personnel as may be necessary to accomplish complete and adequate inspection of the Work.
2. Names and qualifications of personnel and firms selected to implement the Quality Control and Safety Program on-site and off-site.
3. Authority and responsibility of the quality control and safety Staff.
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 QUALIFICATION OF QUALITY CONTROL AND SAFETY MANAGER AND STAFF.

A. The qualifications required of the quality control and safety Manager and staff are as follows:

1. The Manager must have recent 10-years construction experience in projects of similar size and nature.
2. The Manager must have a minimum of ten (10) years construction-related quality control and safety experience.
3. There must be a quality control and safety staff person on site at all times that is a Certified OSHA Safety Engineer.
4. There must be a quality control and safety staff person on site at all times identified as the Work-site Traffic Control Supervisor (WTCS). The WTCS shall have one year experience directly related to work site traffic control in a supervisory or responsible capacity and shall have been certified by the American Traffic Services Association Work Site Traffic Supervisor Certification program or an equal approved by the Department.

1.06 Responsibilities and Duties of the Quality Control and Safety Staff:

A. The quality control and safety Manager shall have the authority to stop work, reject work, order work removed, initiate remedial work, propose solutions, and reject material not in compliance with the Contract. Responsibilities of the Quality control and safety Manager shall include, but are not limited to the following:

1. Present on-site during all working hours and assigned "full time" to this Project. Contractor shall designate alternate individual(s) to assume responsibilities in the temporary absence of the quality control and safety Manager or when overtime work is being performed.
2. Have complete familiarity with the Contract Drawings and Specifications.
3. Establish and implement Quality Control and Safety Programs for the Contractor and with the various Subcontractors and monitor their conformance.
4. Present samples, mock-ups and test panels to be used as standards of quality for review by the Engineer.
5. Inspect existing conditions prior to the start of new work segments.
6. Perform in-progress and follow-up inspections on each work segment to ensure compliance with the Contract Documents. Accompany the Engineer and Implementation Manager on such inspections.
7. Coordinate required tests, inspections, and demonstrations with the City of Atlanta's Testing Agency, County and State inspectors, and any other authority having jurisdiction.
8. Inspect all materials and equipment arriving at the job site to ensure conformance to the requirements of the Contract Documents. Prepare and submit to the Implementation Manager written reports as required by the Contract Documents.
9. Identify, report and reject defective Work or Work not in conformance with the Contract Documents. Monitor the repair or reconstruction of rejected Work.
10. Develop checklists to be used for the inspection of each Division of the Work.
11. Retain specialists or outside firms for inspection of Work in areas where additional technical knowledge is required (mechanical, electrical, electronics, controls, communications, security, welding, structural, security hardware, etc.). Submit qualifications of firms and specialists to the Implementation Manager and Engineer for approval.
12. Schedule and accompany the Implementation Manager and Engineer on any Site visits when requested.
13. Schedule additional Site visits where appropriate.
14. Verify and report that all materials and equipment manufactured off-site are in conformance with the Contract Documents.
15. Prior to the start of each Division, Section and/or major item of Work required by the Contract Documents, conduct a preconstruction quality control and safety meeting with responsible field and office representative and the Implementation Manager and Engineer. Provide the Implementation Manager and Engineer minutes of these meetings within forty-eight (48) hours.
16. Work closely with the Implementation Manager to ensure optimum quality control and safety. Attend Implementation Manager/Contractor meetings as required by the Implementation Manager.
17. Monitor, report, and correct all site activities for compliance with OSHA rules and regulations.
18. Monitor, report, and correct all construction activities that are contrary to local and state traffic codes and regulations.

1.07 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, etc.
3. Deficiency reports: Plan of action by the Contractor for correcting any known contract deficiencies including delay in scheduled progress.
4. Weekly reports (including reports from Contractor and Subcontractors) to the Implementation Manager describing:

    a. Equipment and material received.
    b. Tests and inspections performed with submittal information.
    c. Deficiencies noted and/or corrected.
    d. Quality control and safety concerns and problems.
    e. Record keeping (as required).

1.08 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

CONSTRUCTION FACILITIES

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. The Contractor will not install, erect, or place any construction facility within the work area in general or connect to any utility without receiving prior approval from the Implementation Manager. The Contractor shall submit to the Implementation Manager a listing of all temporary construction facilities and utilities the Contractor wishes to place on site or connect to. The listing shall include the following:
   1. Type of construction facility and/or utility.
   2. Exact location of construction facility.
   3. Exact location of point of service for any utility.
   4. Date of installation (or start of service), length of duration, and date of removal (or termination of utility).

   Upon receiving the information, the Implementation Manager shall review the request and approve the request whenever possible based upon the impact to the immediate neighborhood and the work area in general.

   However, the Implementation Manager may not be able to approve all or any requests. Additionally, the Implementation Manager may grant approval only to have the construction facility and/or utility "disallowed" by a public authority. Thusly, the Contractor will be responsible for all and any costs concerning all construction facilities and temporary utilities including the installation, removal, and any damage to adjacent property and/or the right-of- way.

B. Should temporary facilities and utilities be installed and/or used this Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.

C. Temporary utilities include, but are not limited to, the following:
   1. Water service and distribution.
   2. Temporary electric power and light.
   3. Temporary heat.
   4. Ventilation.
   5. Telephone service.
   6. Sanitary facilities, including drinking water.
   7. Storm and sanitary sewer.

E. Support facilities include, but are not limited to, the following:
   1. Field offices and storage sheds.
   2. Dewatering facilities and drains.
   3. Temporary enclosures.
   4. Hoists and temporary elevator use.

5. Temporary project identification signs and bulletin boards.
6. Waste disposal services.
7. Rodent and pest control.
8. Construction aids and miscellaneous services and facilities.

F. Security and protection facilities include, but are not limited to, the following:
1. Temporary fire protection.
2. Barricades, warning signs, and lights.
3. Enclosure fence for the site.
4. Environmental protection.

G. Portable Construction Sign

1. The Contractor shall construct Six (6) portable construction signs with the face of the sign as detailed on page six of this section. The face of the sign shall be made from vinyl applied over the ¾" plywood. The specifications of the colors and fonts will be supplied to the Contractor by the Implementation Manager.
2. The Contractor shall move the signs as work progresses.

1.03 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department, and rescue squad rules.
5. Environmental protection regulations.

B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

C. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."

D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.04 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Implementation Manager, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take

necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Provide new materials. If acceptable to the Implementation Manager, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

B. Lumber and Plywood:
1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sizes and thickness indicated.
3. For fences and vision barriers, provide minimum 3/8-inch- (9.5-mm-) thick exterior plywood.
4. For safety barriers, and similar uses, provide minimum 5/8-inch- (16-mm-) thick exterior plywood.

C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.

D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary offices, shops, and sheds.

E. Paint:
1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
3. For interior walls of temporary offices, provide 2 coats interior latex-flat wall paint.

F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

G. Water: Provide potable water approved by local health authorities.

H. Open-Mesh Fencing: Provide 0.120-inch- (3-mm-) thick, galvanized 2-inch (50-mm) chainlink fabric fencing 6 feet (2 m) high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1-1/2 inches (38mm) I.D. for line posts and 2-1/2 inches (64 mm) I.D. for corner posts.

2.02 EQUIPMENT

A. General: Provide equipment suitable for use intended.

B. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with

ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

C. Electrical 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. Do not exceed safe length-voltage ratio.

D. 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.

E. 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.

F. Temporary Offices: Provide mobile units with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, or aerated recalculation type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

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. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities that are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

A. Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.

2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to the site where the Implementation Manager's easements cannot be used for that purpose.

B. Use Charges: Cost or use charges for temporary facilities and utilities are not chargeable to the Implementation Manager. The Implementation Manager will not accept cost or use charges as a basis of claims for Change Orders.

3.03 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

B. Construction Site Security: Provide maintenance and cleaning of entire construction site on a daily basis. Secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Contractor is responsible to insure that no construction materials, tools, equipment, machinery or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of construction site.

C. Environmental Protection: 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. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.04 OPERATION, TERMINATION, AND REMOVAL

A. Termination and Removal: Unless the Implementation Manager requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

B. Materials and facilities that constitute temporary facilities are the Contractor's property. The Implementation Manager reserves the right to take possession of project identification signs.

END OF SECTION

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) or as specified by Special Provisions.

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

PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 SCOPE:

A. This Section describes administrative and procedural requirements for substitution requests by the Contractor.

1.02 DEFINITION:

A. Products: Items specified by reference standards, manufacturer's designation such as name, and model, or number, or proprietary specifications.

B. Substitutions: Products, materials, equipment or construction method changes to the Contract Documents as requested by the Contractor, Implementation Manager, Engineer, or Governing Agencies after Contract Award. When only one manufacturer or trade name is specified, no substitutions will be permitted, except by written authorization from the Implementation Manager and Engineer.

C. Options: Several products, materials, equipment or Construction methods listed as being equally acceptable in the Contract Documents. The Contractor has the option of choosing among the named.

1.03 SUBSTITUTIONS:

A. If products indicated in the Contract Documents are unavailable beyond the control of the Contractor or if the particular use of a product is not indicated in the Contract Documents, the Contractor shall make a written Substitution Request.

B. The burden of proving the quality of a product rests upon the party making the request for substitution.

C. Substitution Requests: Each request shall be made on Contractor's Letterhead and shall include the following:

1. Original product items and the proposed substitution identification, including manufacturer's name, address, and phone number.
2. Complete schedule of changes in the Contract Documents or work schedule, which must be made to permit use of proposed substitution.
3. Provide reports, technical data, photos, installation data, warranty information, and maintenance requirements for the use and care of the proposed substitution.
4. Name, address, and reference phone number of similar projects at which the product has been installed for a minimum of three years.
5. Installed and projected maintenance cost differences, if any, between original and proposed product.
6. List local source or distributor if not directly serviced or provided by the Manufacturer.
7. Provide samples, as applicable, or upon the Implementation Manager and Engineer’s request.
8. Vegetation substitution written requests shall be accompanied by two (2) color photos showing scaled height and width, or an actual example of a typical plant representation,

the nursery name and phone number, availability requirements. Acceptance of the typical plant sample does not alter the Engineer's right-of-rejection as indicated in Section 02950 Landscaping.

D. If a Proposal Substitution is approved by the Implementation Manager and Engineer, an Addendum will be issued. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in accord with Contract Documents.

E. In the event that specified items cannot be delivered to the job site and incorporated into the Work at such time and in such quantities as to not cause delay, then the Contractor may request a substitution. Materials shall not be ordered until the Implementation Manager and Engineer's written approvals are received by the Contractor. The Contractor shall provide any price increase or decrease verification with the submittal.

F. No increase in the contract unit price will be allowed on substitutions made after receipt of bids. If any Substitution provides a cost savings, the Contract price will be adjusted by the Substitution Change Order, and the Implementation Manager shall be credited the new savings.

PART 2 - EXCLUDED

PART 3 - EXCLUDED

END OF SECTION

CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.01 SCOPE:

A. This Section specifies administrative and procedural requirements for Project Close-Out, including, but not limited to, observation procedures, Project Record Document submittals and Maintenance Manual submittals.

B. Close-Out requirements for specific construction activities are included in other specification sections and shall be addressed as indicated in those sections.

1.02 DEFINITION:

A. Close-out: The general requirements near the end of the Contract Time, in preparation for Final Acceptance, Final Payment, acceptance by the Owner, and similar actions evidencing completion of the work. The time of Close-out is recognized to be directly related to "Substantial Completion," and therefore may be a single time period for the entire Work. The time variation, if any, shall be applicable to other provisions of this Section, regardless of whether resulting from "phased completion" originally specified by the Contract Documents or subsequently agreed upon by the Implementation Manager, Engineer, and the Contractor.

1.03 SUBMITTAL PROCEDURES:

A. After the Contractor receives an executed copy of "A Notice of Substantial Completion" for the Project, it shall, in order to insure an orderly and efficient transfer of the Project to the Owner, prepare, assemble and transmit the documents, brochures and drawings herein required in one package. Piecemeal delivery of separate elements of the documents will not be accepted.

B. Unless additional quantities are specified elsewhere, submit items in triplicate (3 copies).

1.04 SUBSTANTIAL COMPLETION:

A. The Implementation Manger and Engineer shall observe the Work for substantial completion acceptance upon written request by the Contractor at least (10) days before the anticipated date of the observation visit.

B. The Implementation Manager and Engineer shall review the Work and prepare a punch list of items to be repaired or replaced. This shall be issued to the Owner and Contractor.

C. When the Contractor has stated the Punch List items have been completed, has issued the record drawings to the Implementation Manager and Engineer, and has set a date for an observation visit, the Implementation Manager and Engineer will repeat the observation visit for final acceptance. The Implementation Manager and Engineer will review the Contractor's record drawings set for approved, marked changes and variations from the original contract drawings.

D. If items on the punch list have not been completed satisfactorily to the Implementation Manager and Engineer, a final punch list will be prepared by the Implementation Manager and Engineer and issued to the Contractor.

1.05 FINAL ACCEPTANCE:

A. Prior to requesting the Implementation Manager and Engineer's final observation visit for Certification of Final Acceptance and Final Payment, the Contractor shall complete the following and list known exceptions:

1. Submit a copy of the Final Punch List, stating that each item has been completed or otherwise resolved for acceptance. The Implementation Manager and Engineer will repeat the observation visit when requested by the Contractor to review completion of Final Punch List. If the Contractor requests an observation visit and previously indicated items to correct have not been addressed, the Contractor will be responsible for the incurred expenses of the Implementation Manager and Engineer for such observation visits.
2. Perform final cleaning as specified in the Site Cleaning section.
3. Submit required Close Out Submittals listed herein.
4. Submit final payment request with final releases and reports not previously submitted and accepted.

B. CLOSE-OUT SUBMITTALS:

1. Statutory Affidavit (Contractor): Before final acceptance of the Work, the Contractor shall furnish a Statutory Affidavit in the exact form as attached to this section.

2. Notice of Substantial Completion and Certificate of Completion (Final): A notice of Substantial Completion for the Project will be prepared by the Implementation Manager and Engineer for the purpose of establishing a date when the Project is sufficiently complete and suitable for the use it is intended, including identification of a Punch-List. Submit a Certificate of Completion (Final) on final observation of the Project verifying that Punch-List items are complete, and that all closing documents are in order, as shown by the accompanying Project Close-Out Check-Off List, that all final payments are in order, and establishing a Date of Final Acceptance.

3. Record Drawings and Specifications: Submit record drawings and specifications as specified in Project Record Documents section. Secure Implementation Manager's and Engineer's review and acceptance of documents.

4. Maintenance and Operations Manuals: Submit organized and assembled bound loose- leaf maintenance and operations manuals for planting, concrete brick pavers, and concrete interlocking pavers, and as otherwise required in the specifications. Bind in individual heavy-duty, two-inch, three-ring binders, with pocket folders for folded sheet information and dividers with labeled index tabs. Label each manual on front and spine of binding indicating name of project, and nature of information. Include in manuals the following:
   a. Name, address and phone numbers of:
      i. Contractor
      ii. Local supplier
   b. Spare parts list
   c. Warranties

d. Inspection procedures
e. Recommended maintenance cycles
f. Cleaning requirements and instructions
g. Shop drawings and product data

5. Material and services lists: Submit list of suppliers who provided materials and services for the project. Indicate company names, addresses, phone numbers and personnel to contact in case of problems or for information. List shall be typed in a legible and organized format.

6. Contract Close Out Forms Provided: At Project completion, complete the following: Contract Close Out Check-Off List, Contract Close Out Statutory Affidavit, and Contract Close Out Certificate of Completion (Final).

CONTRACT CLOSE-OUT
CHECK-OFF LIST

DOCUMENTS	***COPIES* REQD**	***NO. OF* COPIES**	***DATE* RECEIVED**
Statutory Affidavit	3		
Contract Closeout	3		
Record Drawings and Specifications	3		
Maintenance Instructions & Manual	3		
Punch-List Items Completed	3		
Notice of Substantial Completion	3		
Certificate of Completion (Final)	3		
Certificate of Final Payment to Contractor	3		
Contractor's Affidavit of Payment of Debts and Claims, AIA G706	3		
GDOT Materials Certification letter	3		
Final DBE form	3		

I certify that, being familiar with the Contract Documents for this Project, to the best of my knowledge, the items checked off hereinabove constitute all that are applicable to this Project.

Date Submitted to the Implementation Manager _____

Date Submitted to the Engineer: _____

_____ Contractor

_____ By

_____ Implementation Manager

_____ By

_____ Engineer

_____ By

CONTRACT CLOSE-OUT
STATUTORY AFFIDAVIT

STATE OF _____ COUNTY OF _____

FROM _____
(Contractor)

TO: _____

RE: Contract entered into the _____ day of _____ 20___, between

the abovementioned parties for the construction of _____

_____ at _____

KNOW ALL BY THESE PRESENTS:

1. The undersigned hereby certifies that all Work required under the above contract has been performed in accordance with the terms thereof, that all material-persons, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.
2. The undersigned further certifies that to the best of his or her knowledge and belief there is no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.
3. The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Implementation Manager and Engineer from any and all claims under or by virtue of the contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20_____.

By: _____

Title: _____

Personally appeared before the undersigned, _____ who, after being duly sworn, depose(s) and say(s) that the facts stated in the above affidavit are true.

_____
Notary Public

This _____ date of _____, 20___.

My commission expires _____.

CONTRACT CLOSE-OUT
CERTIFICATE OF COMPLETION (FINAL)

PROJECT NAME: _____

CONTRACTOR: _____(Name, Address)

_____

_____

TO: _____(Implementation Manager)

Date of Contract: _____

Date of This Certificate: _____

Source of Funds: _____

THIS CERTIFICATE COVERS THE ENTIRE PROJECT UNDER THE _____ CONSTRUCTION CONTRACT.

By execution of this document, the Contractor, Implementation Manager, and Engineer each certify that the work performed under this Contract has been reviewed at a Final Observation on _____, and found to be complete as verified by the attached project Close-Out Check-Off list, and the Owner accepts the Project as complete on the last date of this Certificate. Final payment to the Contractor is authorized. Execution and acceptance of this Certificate by the Owner, shall in no way waive or void any conditions of the Contract Documents.

A notice of Substantial Completion has been issued establishing_____, as the date of occupancy and the commencement of all Warranties and Guarantees required by the Contract Documents. The Owner assumed responsibility for insurance, utilities and routine maintenance, as of_____.

CONTRACTOR	BY	DATE
IMPLEMENTATION MANAGER	BY	DATE
ENGINEER	BY	DATE

END OF SECTION

SITE CLEANING

PART 1 - GENERAL

1.01 SCOPE:

A. This Section covers, as a direct result of Intersection Improvement Construction, 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 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.

D. The Contractor shall at least twice a week, or more often if necessary, completely remove all dead vegetation, debris, scrap, and waste material from the job 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 on a daily basis or more frequently pick-up all tools, scrap, equipment, debris, and waste material generated by Work in this Contract.

2. The Contractor shall neatly stack or deposit equipment, materials, and tools that remain on-site in the area designated by the 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. On a weekly basis, or more frequently if necessary, the Contractor shall inspect materials installed or stored on the job site.
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 generated by Intersection Improvement Construction.

B. Unless otherwise specifically directed by the Implementation Manager and Engineer, the Contractor shall broom clean paved areas, blow by backpack blower, and completely remove resultant debris resulting from the result of the Intersection Improvement Construction.

C. The Contractor shall schedule final cleaning, as approved by the Implementation Manager, to enable the Implementation Manager to accept a completely clean Improvement of sidewalks, curbing and street lighting.

D. Upon completion of the Implementation Manager and Engineer's Punch List items, the Contractor shall repeat Final Cleaning as necessary in areas soiled prior to Implementation Manager and Engineer's Final Site Acceptance.

END OF SECTION

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SCOPE:

A. This Section includes provisions and requirements for maintaining Field and Final Project Record Drawings and specifications for duration of construction.

B. Project Record Documents shall be maintained by the appropriate Contractor for all Project Construction as described in Section 01010 of these Specifications.

1.02 SUBMITTALS:

A. Project Record Drawings: Submit complete undamaged bound set of prints of Contract Drawings with recorded modifications and As-Built installations as part of Contract Close-Out Documents.

B. Final Project Record Specifications: Submit complete undamaged bound set Project Manual with recorded modifications as part of Contract Close-Out Documents.

C. If Final Project Record Sets of Contract Drawings and the Project Manual are damaged, soiled, illegible and unacceptable in the opinion of the Engineer, a new set of documents will be provided to Contractor upon request. Transfer recorded data onto set provided or another complete, undamaged, unsoiled set that Contractor may have in its possession for submittal as specified.

1.03 QUALITY ASSURANCE:

A. Assign responsibility to one person on Contractor's staff, if not the Contractor, to maintain Project Record Documents throughout duration of project.

B. Prior to submittal of Project Record Documents, enter name and dated signature of person responsible for maintaining project record documents on title sheet on Contract Drawings and cover of Project Manual attesting to the accuracy, completeness and correctness of data recorded.

C. Prior to submittal of monthly Application for Payment, request the Implementation Manager to review current conditions of Field Record Documents. Failure to maintain Field and Record Documents in a current, up-to-date condition may be considered a justifiable reason for withholding payment until documents are properly updated as required by this Section.

PART 2 - PRODUCTS

2.01 DOCUMENTS:

A. Field Set: Promptly following receipt of Implementation Manager’s Notice to Proceed, request from the Engineer, at no charge to the Contractor, one complete set of all Contract Documents.

B. Final Record Documents: At a time nearing the completion of Work, request from the Engineer, at no charge to the Contractor, one complete set of electronic files of all Drawings.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS:

A. After Award of Contract, secure from Engineer one complete set of Contract Drawings and Project Manual to be established as Field Project Record Documents. Identify documents by stamping each sheet of Contract Drawings and cover of Field Project Manual with the title "RECORD DOCUMENTS - JOB SET" in red.

B. All changes to the Work shall be duly recorded on a daily or continuous basis to provide accurate information relative to the Work as constructed in the field, both visible and concealed, such as actual below grade depths, location descriptions, and material crossings. Field Record Documents shall be maintained on the jobsite or with the Prime Contractor for reference review at any time by the Implementation Manager and Engineer.

1. The Engineer shall supply one electronic set of the following Project Documents to the Prime Contractor to be maintained for the Field Record Documents:
   a. Drawings (Full sized set)
   b. Specifications
   c. Addenda (if any)

C. Maintain record documents at job site with accurate record of modifications and as-built conditions. Coordinate modifications and existing conditions in variance with Contract Documents making adequate and proper entries recorded on project record set.

D. Do not use Field Project Record Document set for construction purposes. Protect Field Record Documents from loss, damage or deterioration in a secure location, safe from potential fire hazard. Provide access to record documents to the Implementation Manager and Engineer for review or reference during normal working hours.

E. Make entries on Field Record Documents using (a) colored pencil(s) or pen(s). The Contractor may use different colors to distinguish variations in changes as required. Describe modifications, deviations and as-built conditions by clear, concise notes and graphic representations. Date all entries. Make entries as work is being performed or completed throughout duration of construction immediately after receipt of information.

F. Contact the Implementation Manager and Engineer on a current basis, of all changes in the Work made during the construction affecting the Intersection Improvement Construction.

3.02 FIELD RECORD DRAWINGS:

A. Maintain complete set of clean, unsoiled and undamaged bound prints of Contract Drawings for recording actual project conditions and installations.

B Mark drawings as work progresses to indicate the following:

1. Actual installation of work varying with Contract Documents.
2. Existing conditions in variance with Contract Documents.

3. Construction change directives or written orders issued affecting the Work as related to Contract Drawings.
4. Change Order modifications with corresponding identification number.
5. Addenda issued affecting Contract Drawings.
6. Cross-references to supplemental drawings issued marked at corresponding locations on Contract Drawings.
7. Corrections or changes in dimensions or locations of elements in the Project.
8. Concealed elements that would be difficult to measure and record at a later date.

3.03 PROJECT RECORD SPECIFICATIONS:

A. Maintain complete set of clean, unsoiled and undamaged bound copy of the Field Project Manual, including Addenda, Change Orders, Construction Change Directives and written orders issued, for recording actual project installations and modifications.

B. Mark in Field Project Manual as work progresses to indicate the following:

1. Variations in actual work performed in comparison with text of Specifications and Modifications.
2. Addenda issued affecting Project Manual.
3. Change Order modifications as applicable with corresponding identification numbers.
4. Construction change directives or written orders issued affecting the Work as related to the Project Manual.
5. Actual materials or products installed where selection is required. Enter substitutions if selected, where applicable.
6. Record actual materials or products installed in appropriate paragraphs in specification sections where specified by reference standard, performance or description.
7. Cross-references to supplemental drawings issued where applicable.

3.04 FINAL RECORD DOCUMENTS:

A. When the Work is nearing completion, the Contractor shall request from the Engineer an electronic set (DGN preferred) of Project Drawings to be used to transfer all As-Built changes from the Field Record Documents to these Final Record Drawings.
B. All As-Built changes shall be clearly transferred to the electronic set indicating areas by "clouds" and date of change.
C. If Field Record Specifications have been kept reasonably clean and in order, they shall be used as the Final Project Record Specifications.
D. If the Field Record Specifications are reviewed by the Implementation Manager and Engineer and are not in a proper or easily read condition, the Engineer shall issue a clean set of specifications to the contractor for transfer of Field changes into the new copy. The Contractor shall be responsible for the reproduction cost for the clean set.

3.05 FINAL REVIEW:

A. Upon completion of transfer of As-Built information to Final Record Documents, submit Final Drawings (in PDF and DGN format), Specifications, and any other Final Record items, to the Engineer for review. The Contractor shall attend any review meetings as may be required to correct or clarify submitted information.

B. The Contractor shall make all required corrections and changes to the Final Record

Documents and promptly deliver completed Documents for the Engineer's final review and transfer to the Implementation Manager for his or her final records.

END OF SECTION

SELECTIVE DEMOLITION

1.1 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

1.2 SUMMARY

A. This Section includes the following:
   1. Demolition and removal of selected site elements.
   2. Repair procedures for selective demolition operations

B. Related Sections include the following:
   1. Division 1 Section "Summary" for use of the premises and phasing requirements.
   2. Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements.
   3. Division 16 Sections for demolishing, cutting, patching, or relocating electrical items.
   4. GDOT Standard Specifications for Construction of Transportation Systems (2021 Edition) Sections 201, 205, 209, 210, 214, and 215.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.

B. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

C. Schedule of Selective Demolition Activities: Indicate the following:
1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
2, Interruption of utility services.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Locations of temporary partitions and means of egress
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

E. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

1.6 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
B. Professional Engineer Qualifications: Comply with Division 1 Section "Quality Requirements."
C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
D. Standards: Comply with ANSI A10.6 and NFPA 241.
E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
1. inspect and discuss condition of construction to be selectively demolished.
2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

1.7 PROJECT CONDITIONS

A. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.

B. Owner assumes no responsibility for condition of areas to be selectively demolished.
1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Legacy Streetcar tracks may be encountered along the corridor. Refer to the following sections for documentation and disposal instruction:
1. Special Provision Section 609 – HABS/HAER Level II Documentation and Photography of Historic Streetcar Tracks
2. Special Provision Section 610 – Creosote Tie Disposal

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.
   1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
   2. Use materials whose installed performance equals or surpasses that of existing materials.

B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

3.2 UTILITY SERVICES

A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
   1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.

C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
   1. Arrange to shut off indicated utilities with utility companies.
   2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
   3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
3. Protect existing site improvements, appurtenances, and landscaping to remain.
4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

3.4 POLLUTION CONTROLS

A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
   1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
   2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
   4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
   5. Dispose of demolished items and materials promptly.
   6. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.

B. Existing Facilities: Comply with construction manager's requirements for using and protecting stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.

C. Removed and Salvaged Items: Comply with the following:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers.
   3. Store items in a secure area until delivery to Owner.
   4. Transport items to Owner's storage area designated by owner.
   5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items: Comply with the following:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Pack or crate items after cleaning and repairing. Identify contents of containers.
   3. Protect items from damage during transport and storage.
   4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

F. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

3.6 PATCHING AND REPAIRS

A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
   1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
B. Burning: Do not burn demolished materials.
C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION

PROJECT
TECHNICAL SPECIFICATIONS
AND
SPECIAL PROVISIONS