

# THE CITY OF DUNWOODY, GEORGIA

## DEPARTMENT OF PUBLIC WORKS



### OFFICIAL BID DOCUMENTS

## MT VERNON RD MULTI-USE TRAIL

# ITB 26-04

**BID OPENING DATE:**

**2:00 PM, May 28, 2026**



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
dunwoodyga.gov | 678-382-6700

## ITB 26-04

The City of Dunwoody is soliciting competitive sealed bids from qualified contractors for the **MT VERNON RD MULTI-USE TRAIL** project for the Department of Public Works.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the ITB number and Company Name. Bids will be received until **2:00 P.M.** local time on **May 28, 2026** at the City of Dunwoody, 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 2:05 P.M. Apparent bid results will be available the following business day on our website [www.dunwoodyga.gov](http://www.dunwoodyga.gov).

A **Pre-Bid Conference** will be held at **2:00 p.m.** on **Thursday, May 14, 2026** at the City of Dunwoody City Hall, 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338. The conference will include a review of the Bid Documents, and a question-and-answer period. Attendance at the Pre-Bid Conference is highly recommended. Bidders are expected to be familiar with the Bid Documents and to provide the City with any questions regarding the Bid Documents at the Pre-Bid conference or by the deadline for questions to be submitted.

Questions regarding bids should be directed to John Gates, Purchasing Manager, at [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) no later than close of business on **Thursday, May 21, 2026**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

The written bid documents supersede any verbal or written prior communications between the Parties.

If a contract is awarded, it will be made to the lowest reliable bidder whose base bid proposal shall have met all of the prescribed requirements. The City reserves the right to reject any or all bids, to waive technicalities and to make an award deemed in its best interest. The low bid will be determined based on the sum of the base bid and any alternates selected by the City.

All companies submitting a bid will be notified in writing of award. We look forward to your bid and appreciate your interest in the City of Dunwoody.

John Gates

Purchasing Manager

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**Lynn Deutsch** Mayor

**Eric Linton** ICMA-CM City Manager

**Sharon Lowery** CMC City Clerk

**Catherine Lautenbacher** City Council Post 1

**Rob Price** City Council Post 2

**Tom Lambert** City Council Post 3

**Stacey Harris** City Council Post 4

**Joe Seconder** City Council Post 5

**John Heneghan** City Council Post 6

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# PROJECT DIRECTORY

## The City of Dunwoody, Georgia

### ITB 26-04: MT VERNON RD MULTI-USE TRAIL

**OWNER**                    **The City of Dunwoody, Georgia**  
4800 Ashford Dunwoody Rd  
Dunwoody, GA 30338  
(678)-382-6700

**Mayor**                    Lynn P. Deutsch

**City Manager**            Eric Linton

**Associated  
Department**            Public Works  
Michael Smith, P.E. Director

**Design  
Consultant**            Southeastern Engineering, Inc (SEI)  
Scott Jordan, P.E.

**BID INSTRUCTIONS**  
**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

**CITY OF DUNWOODY**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION - PURCHASING DIVISION**  
**GENERAL INSTRUCTIONS FOR BIDDERS**

These Instructions will apply unless a particular item is specifically addressed in the solicitation document or not relevant to the particular type of good or service.

**1. PREPARATION OF BIDS:**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Dunwoody contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without the permission of Purchasing between the date of the issuance of the solicitation and the date of the final contract award. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

**2. BID TIME TABLE.** The anticipated schedule for the bid process is as follows:

Bid Documents Posted.....	<b>Thursday, April 30, 2026</b>
Pre-Bid Conference.....	<b>2:00 PM, Thursday, May 14, 2026</b>
Deadline for submission of questions .....	<b>5:00 PM, Thursday May 21, 2026</b>
Deadline for submission of Bid .....	<b>2:00 PM, Thursday, May 28, 2026</b>
Bids Valid Until.....	<b>Tuesday November 24, 2026</b>

**3. EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between Parties. Receipt of addendum should be acknowledged in the bid. Although Purchasing will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with Purchasing prior to bid submittal.

**4. SUBMISSION OF BIDS:**

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Dunwoody Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

**BID INSTRUCTIONS**  
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- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. The City of Dunwoody is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by the City. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated into City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

**5. WITHDRAWAL OF BID DUE TO ERRORS:**

- A. The Bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.
- B. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- C. The Bidder has up to forty-eight (48) hours to notify Purchasing of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Bidders who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.
- D. Bid withdrawal is not automatically granted and will be allowed solely at the City of Dunwoody's discretion.

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**6. TESTING AND INSPECTION:**

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

**7. F.O.B. POINT:**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

**8. PATENT INDEMNITY:**

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**9. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):**

A **five percent (5%)** bid bond is required for this Bid. The bidder will be required to provide a **one hundred percent (100%)** performance bond, and a **one hundred percent (100%)** payment bond, to be furnished to the City of Dunwoody for any awarded bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

**10. AWARD:**

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.
- B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

**11. DELIVERY FAILURES:**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the

**BID INSTRUCTIONS**  
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defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

**12. CITY FURNISHED PROPERTY:**

No material, labor or facilities will be furnished by the City unless so provided in the invitation to bid.

**13. REJECTION AND WITHDRAWAL OF BIDS:**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

**14. CONTRACT:**

A. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

B. It is understood that the bidder has reviewed the contract documents with the understanding that the City of Dunwoody requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

C. When the contractor has performed in accordance with the provisions of this agreement, the City of Dunwoody shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

**15. NON-COLLUSION:**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**16. DEFAULT:**

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Manager, shall constitute contract default.

**17. TERMINATION FOR CAUSE:**

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

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**18. TERMINATION FOR CONVENIENCE:**

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

**19. DISPUTES:**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Manager, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Manager shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**20. SUBSTITUTIONS:**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

**21. INELIGIBLE BIDDERS:**

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**22. BUSINESS LICENSE:**

Each successful bidder shall provide evidence of a valid City of Dunwoody business license if the bidder maintains an office within the City of Dunwoody. Unincorporated, out of City, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by City ordinance or resolution.

**23. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:**

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**24. TAX LIABILITY:**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

**BID INSTRUCTIONS**  
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**25. GENERAL CONTRACTORS LICENSE:**

All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

**26. INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

**27. ENVIRONMENTAL SUSTAINABILITY**

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.

**\*DIRECTIONS TO DUNWOODY CITY HALL\***

From I-285 take Exit 29 (Ashford-Dunwoody Rd.) and turn North. Turn left on Ashford Gables Drive. The entrance to the parking lot for 4800 Ashford Dunwoody Rd is on the right. The City of Dunwoody offices are on the second floor.

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END OF BID INSTRUCTIONS SECTION 0100

**SCOPE OF WORK**  
**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

**The Mount Vernon Road Multi-Use Trail** project work includes adding a pedestrian path along the north side of Mount Vernon Road, extensive overhead and underground public utility re-location, staged temporary construction of diversion lanes to allow for installation of 2 new water mains in the existing eastbound traffic lane, new storm drain and structures, the construction of gravity walls, milling, patching, leveling and paving Mount Vernon Road. Work also includes new signal poles, mast arms and control cabinet at the Tilly Mill Road intersection, and placement of required signage, thermoplastic pavement markings and RPMs. The contractor shall furnish all materials (unless otherwise noted), equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Dunwoody Director of Public Works or his representative.

**Construction plans can be accessed and downloaded at the following link:**

**[2119189 Mt Vernon Road Final Plans 01-29-26.pdf](#)**

**Utility Adjustment plans and UAS's can be accessed / downloaded from the following link:**

**[Mt Vernon Road - Utility Adjustment Plans and UAS's](#)**

Unless otherwise specified, the project shall be completed in compliance with the Construction Documents prepared by **Southeastern Engineering, Inc (SEI)** dated and stamped **1-28-2026**, Georgia Department of Transportation Standard Specifications and Supplemental Specifications, Current Edition and the bid documents including all appendices and addenda. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, and supplies as required to complete the work in accordance with the plans, specifications as directed, and the terms of this contract. The contractor is responsible for inspecting the site and for being thoroughly familiar with all bid and contract documents.

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Any item which must be removed during the construction work and which is not specifically called for shall be removed by the contractor. The cost shall be included in other unit price bid items. No claims will be considered for extra compensation.

**Project Execution Parameters:**

Work is expected to be completed as follows:

- a. Contractor management of the utility adjustment phase shall begin within 10 calendar days of issuance of the Notice to Proceed. Responsibilities shall include conducting the Major Project Utility Coordination Meeting with all utilities (Georgia Power, Comcast, AT&T, AGL, DeKalb Watershed Management (DWM), Colonial Pipeline, Flock Camera, Dunwoody ITS, Crown Castle, etc.) in the project limits, weekly communication with ongoing utility relocation to confirm vendor is tracking on schedule and notification of schedule improvement and/or slippage. Escalation, monitoring and enforcement / documentation of the individual utility UASs shall also be the contractor's responsibility. [Reference also Utility Coordination section below.]
- b. Within 10 days of issuance of the NTP, contractor shall initiate clearing all trees in the R/W. Tree removal shall not exceed 30 calendar days.
- c. The fill section at Parcel 4 needs to be cleared / graded and fill/ placed / compacted to construct the new shoulder/ slope before AGL can begin relocating the gas main. It is anticipated that the gas main installation needs to occur ahead of wall and path construction on the north shoulder.
- d. **Contractor Execution Narrative / Sequence of Operations:** Furnish a project narrative at time of bid outlining the contractor's approach and general sequence of operations. This can be presented in outline form and should address:
  - i. Critical Path activities,
  - ii. Utility constraints and your plan for addressing / working around said
  - iii. Staging parameters, TCP and ongoing pedestrian access
  - iv. Coordination with residents and commercial enterprise(s)
  - v. Work Zone / Site maintenance and management
  - vi. Contractor Quality Control plan

**SCOPE OF WORK  
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## **DeKalb Watershed Management**

Water Service Outages: All water service outages shall be minimized and shall be approved in writing at least 72 hours in advance of the requested outage. A designated DWM representative must be present for the duration of the scheduled outage.

Water Main Construction Requirements: The contractor performing the work should be thoroughly familiar with the installation methods and procedures of DWM. All work shall be in conformance with the requirements of DeKalb County DWM's Design and Construction Standards Manual current edition. This document is available for download at:

**[DeKalb Watershed Management Water and Sewer Design Standards 12-14-2017.pdf](#)**

Contractors performing this work shall be Prequalified or Registered with GDOT under Work Class 670-Water Distribution. **The contractor performing this work, along with the superintendent's contact information and resume, must be provided with the submission of Bid.** Contractors self-performing the water distribution shall submit a minimum of 3 projects completed within the last 5 years that included installation of similar scope. If this portion of the work is subcontracted, then the prime contractor shall provide the same information with their subcontractor. Projects submitted must contain a brief narrative of the work performed and references for the acting superintendent and owner's construction manager.

Prior to close-out, the utility contractor shall furnish survey-grade As-Builts in accordance with DWM requirements. An As-Built Checklist is available for reference within the DWM Design and Construction Standards Manual – Appendix E3.

## **Utility Coordination**

**SCOPE OF WORK**  
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The contractor is responsible for calling for utility locates prior to the start of work and throughout the duration of construction in compliance with Georgia Utility Facility Protection Act “GUFPA” procedures for Large Projects. It shall be the contractor's responsibility to coordinate his work, including marking / refresh as required during construction. No claims will be considered for extra compensation.

The contractor shall have a designated representative (WUCS) on staff to coordinate utility relocation work in accordance with the approved work plan and project schedule. [Reference GDOT Supplemental Specifications Section 107 attached in Section 0875 – Special Provisions.] GDOT Utility Accommodation Policy and Standards (2016) shall govern. This designated representative shall be responsible for managing and enforcing the Utility Adjustment Schedules as provided by the affected utilities on this project. The current UASs are attached for reference and contractor planning purposes.

#### Minimum Contractor Qualifications

The contractor must meet Georgia general contractor licensing requirements and be a Georgia Department of Transportation prequalified contractor. The contractor shall have been a licensed general or utility contractor engaged in construction and successful completion of work of similar character and magnitude for at least **five years** and shall demonstrate the financial ability to perform the work. The current GDOT **Certificate of Qualification** letter must be submitted at time of bid.

The Prime Contractor is required to be certified in the following work classes: **205, 209, 310, 441, 550 and 668**. In addition to the required work classes, a contractor certified in **149, 150 and 500a** is preferred.

#### Traffic Control

All traffic control shall be provided by the contractor in accordance with GDOT’s “shelf” Special Provision 150. Assistance from police officers will not be provided by the City. Two-way traffic and driveway access must be maintained throughout

**SCOPE OF WORK**  
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the construction of this project unless noted otherwise. Work times and lane closure or restriction times are detailed in **Special Conditions Article 2.5**

**Temporary Traffic Control Zone for Vehicular and Pedestrian Traffic**

The ingress and egress of vehicles for private property shall not be hindered by construction activities. Driveways shall be maintained or temporary driveways constructed to allow vehicular access from the right-of-way. Driveway access shall not exceed the existing or proposed slopes, whichever is higher. Driveways along a pedestrian route shall accommodate safe pedestrian passage.

Pedestrian passage within the project limits shall be accommodated at all times. A pedestrian walkway, consisting of a level, continuous surface (firm, stable and slip resistant), shall be provided throughout the entire length of the project. Crossings shall be planned to occur at a signalized intersection, Where a crossing between signals is necessary, a temporary crosswalk shall be striped and a temporary pedestrian crosswalk system shall be provided. Access to transit stops shall be maintained.

Barriers and channelizing devices used along a temporary pedestrian route shall be in compliance with the MUTCD. A pedestrian walkway shall not be severed or relocated for non-construction activities, such as parking for construction vehicles and equipment.

Movement by construction vehicles and equipment across designated pedestrian walkways should be minimized. When necessary, construction activities shall be controlled by flaggers. Pedestrian walkways shall be kept free of mud, loose gravel, or other debris. A traffic control plan, including signage, shall be submitted to the Project Manager at least (14) days prior to the anticipated traffic shift.

**Traffic Control General Notes for Waterline Construction:**

1. During the construction of the proposed water line, two-way traffic will be maintained for most of the project, except as noted. Any deviations from these traffic limits will require city approval before work can commence.

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**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

a. For the segment from STA 101+83 to STA 103+50: If two 10-foot lanes cannot be maintained, the water line will be constructed with temporary lane closures managed by police and flaggers.

b. For the segment from STA 103+50 to STA 110+00: If two 10-foot lanes cannot be maintained, a detour for eastbound traffic will be implemented as depicted in Figure 1, utilizing a temporary traffic signal at the intersection of Mount Vernon Place and Tilly Mill Road. The detour duration will not exceed 30 calendar days.

All signage must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

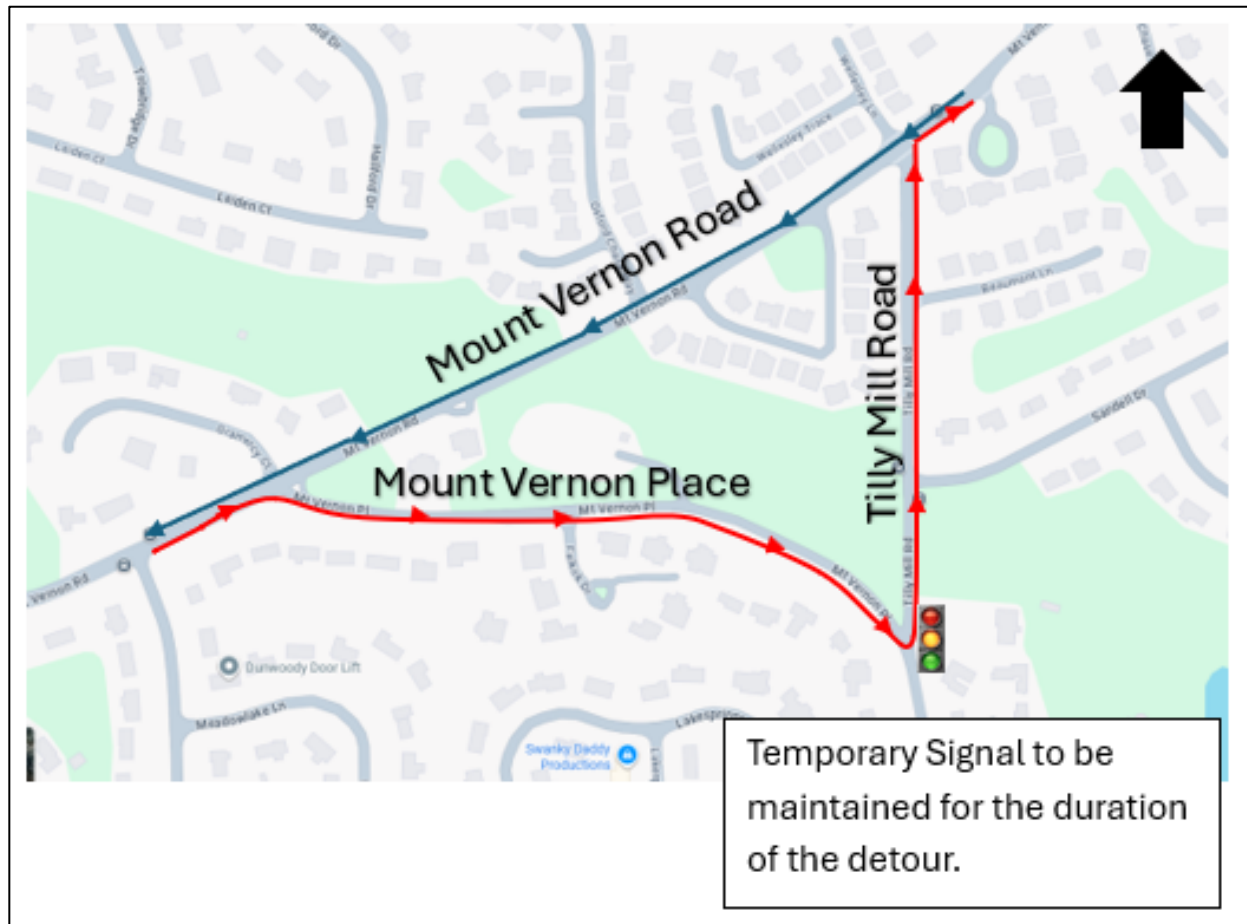
c. For the segment from STA 110+00 to STA 130+46: Two 10-foot lanes must be maintained using temporary pavement as needed.

It is anticipated that temporary barriers (GDOT specifications Section will be needed between the temporary lanes and the water main construction. Additional barriers may also be needed where fixed objects are close to the edge of the temporary lane.

d. For the segment from STA 130+46 to STA 131+50: If two 10-foot lanes cannot be maintained, the water line will be constructed with temporary lane closures managed by police and flaggers. A temporary detour for Tilly Mill Road via Mount Vernon Place will be permissible while the water main is installed across the Tilly Mill intersection.

**Figure 1**

**SCOPE OF WORK**  
**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**



2. A traffic control plan detailing the water line construction and including any required signage, signals, and striping must be submitted to the city for approval before any work on the water line construction begins.
3. The Contractor will consider necessary signal head adjustments to accommodate the detour and temporary lanes, any necessary striping, striping eradication, signing and temporary lane shifts of the travel lanes throughout the project. This includes installation and removal of the temporary travel lanes. Cost for construction of the work associated with this work will be paid for under the Traffic Control Bid Item in the WATER DISTRIBUTION Bid Schedule.
4. Construction of any temporary paving will be paid for by the SYD on Pay Item noted on the Water Main bid form. Design of temporary pavement shall follow the GDOT Pavement Design Manual. Chapter 4 (Pavement Design Procedures) provides design considerations and Section 4.4.4 provides the design criteria for Temporary

**SCOPE OF WORK**  
**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

Pavements. For this project, the contractor should consider a design that will accommodate an AADT of 15,000, with an estimated AADTT of 750.

5. Maintenance of the temporary paving is the responsibility of the Contractor. The City will notify the Contractor of any deficient areas of temporary paving. If the Contractor fails to remedy the unsatisfactory maintenance within 48 hours after receipt of such notice, the City may immediately proceed to maintain the Work, and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor under the Contract.

6. For the duration of the project the Contractor will provide three PCMS for use on the project. The PCMS will be deployed to the project 7 days prior to the beginning of work and remain through the duration of the work. Location and messaging will be directed by the City.

7. The contractor shall add, replace, remove, adjust and/or reset existing roadway signs, as necessary, throughout the construction to comply with the MUTCD. Contractor shall be responsible for adjusting overhead traffic signal heads based on temporary lane shifts during construction.

#### Schedule

The contractor shall conduct one overall Construction Pre-Construction meeting with the city stakeholders, designated personnel from DeKalb Watershed Management (DWM) and all affected utilities.

The contractor shall submit a CPM/Gantt Chart construction schedule including detail on tasks and subtasks to the city within 14 calendar days following the pre-construction meeting. This schedule must include details / tasks that identify how the contractor proposes to build the project including utility re-location.

- a. Contractor shall furnish monthly schedule reports with their monthly pay requests.
- b. In the event the contractor falls behind schedule, detailed recovery plans must be submitted with the pay request.
- c. Time is of the essence. Failure or delay in completing work on time will result in daily deductions as outlined in Section 108.08 of GDOT's Standard Specifications.

**SCOPE OF WORK**  
**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

If a Construction Contract is approved by the City, a **Notice of Award** is expected to be given by **the 3<sup>rd</sup> QTR, 2026**.

The contractor shall mobilize within **10** days of receiving notice to proceed. Work shall be completed within 1100 calendar days following issuance of the NTP. Once construction begins in an area, the contractor shall work diligently and without delay to complete the work to minimize disruption to the property owners.

Delay in completion of the project results in additional management and testing costs to the City and erosion of public confidence and goodwill. The failure or delay in completing work on time will result in daily deductions (liquidated damages) as outlined in **Special Conditions, Section 850, Article 2.3**. For each day or Available Day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the Work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work previously agreed to by both parties, as may be required from time to time. The amount of such charges is hereby agreed upon as fixed liquidated damages due the City of Dunwoody after the expiration of the time for completion specified in the contract. The Contractor shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City of Dunwoody and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the City and the general public as a result of the failure on the part of the Contractor to complete The Work on time.

**SCOPE OF WORK**  
**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

Striping

1. Marking tape is permissible for temporary pavement markings on milled surfaces and freshly paved asphalt when traffic remains in the original configuration. **Traffic placed in a new traffic configuration shall require temporary paint striping.** Temporary marking must be placed, and maintained until permanent marking can be installed, on all pavement areas to be opened to traffic. **The pre-marking layout shall be approved by the City prior to temporary or permanent pavement marking.**
2. Interim pavement marking must be installed prior to opening areas to traffic. Traffic configuration changes shall be full pattern pavement markings. Temporary tape is not permissible on traffic configuration changes. The City of Dunwoody shall approve all striping layout. If the project requires asphalt paving, thermoplastic pavement markings must be installed no sooner than 15 days after paving but no later than 30 days after paving on final surface courses. Should the contractor fail to meet these requirements, the City will remove these items from the contract and deduct from the contract any additional costs incurred by the City to complete the work.
3. Where construction plans indicate 5" striping, 6" shall be used instead. The pay items for 6" striping are included in the bid schedule.

**Miscellaneous:**

1. Unless noted otherwise on the plans, existing wood privacy fences, decorative brick walls, etc. shall be protected from damage by construction / utility work. In the event any of these are damaged, the contractor shall replace in kind at contractor expense.
2. Final site stabilization / restoration: Disturbed areas to be stabilized with sod or permanent grassing as noted on the plans or as directed by the city. Place cypress mulch and/or pine straw as directed by the city.

## ITB 26-04: MT VERNON RD MULTI-USE TRAIL

**BASE BID**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED COST
<b>ROADWAY ITEMS</b>					
150-1000	TRAFIC CONTROL – MT VERNON RD MULTI-USE TRAIL	1	LS		
205-0210	EXCAVATION – ROCK-SPECIAL PROV (AS DIRECTED BY CITY ENGINEER)	100	CY		
206-0002	BORROW EXCAV, INCL MATL-SPECIAL PROV (AS DIRECTED BY CITY ENGINEER)	350	CY		
207-0203	FOUND BKFL MATL, TP 2 (AS DIRECTED BY CITY ENGINEER)	175	CY		
210-0100	GRADING COMPLETE – MT VERNON RD MULTI-USE TRAIL	1	LS		
310-1101	GR AGGR BASE CRS, INCL MATL-10 IN	3,900	SY		
318-3000	AGGR SURF CRS	200	TN		
402-1802	RECYCLED ASPHALT CONC PATCHING, INCL BITUM MATL & H LIME	300	TN		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	125	TN		
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	336	TN		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	1,058	TN		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	169	TN		
413-0750	BITUM TACK COAT	1439	GAL		
432-0206	MILL ASPH CONC PVMT, VARIABLE DEPTH	1300	SY		
441-0016	DRIVEWAY CONCRETE, 6 IN TK	122	SY		
441-0018	DRIVEWAY CONCRETE, 8 IN TK	177	SY		
441-0104	CONC SIDEWALK, 4 IN	1,601	SY		
441-0106	CONC SIDEWALK, 6 IN	3,225	SY		
441-0108	CONC SIDEWALK, 8 IN	318	SY		
441-0754	CONCRETE MEDIAN, 7 1/2 IN, TYPE 7 FACE	46	SY		
441-4020	CONC VALLEY GUTTER, 6 IN	234	SY		
441-4030	CONC VALLEY GUTTER, 8 IN	40	SY		
441-5002	CONC HEADER CURB, 6 IN, TP 2	33	LF		
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	1,516	LF		
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	5,777	LF		
441-6299	CONC CURB & GUTTER, 8 IN X 24 IN, ROLLED CURB	35	LF		
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	1622	LF		
500-3201	CLASS B CONCRETE, RETAINING WALL	155	CY		
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	88	CY		
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	768	LF		

621-6200	CONCRETE SIDE BARRIER, TP 2-S	201	LF		
621-6201	CONCRETE SIDE BARRIER, TP 2-SA	59	LF		
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TP 3	3	EA		
634-1200	RIGHT OF WAY MARKERS	6	EA		
643-8200	BARRIER FENCE (ORANGE), 4 FT	85	LF		
900-0526	BOLLARDS	4	EA		
999-1000	WOODEN PRIVACY FENCE, 6-FOOT SHADOWBOX PATTERN STATION 121+17 LT TO 121+48 LT	47	LF		
999-1001	DECORATIVE STONE WALL, 3 FOOT, STATION 120+76 LT TO 121+41 LT	65	LF		
<b>SIGNING AND MARKING ITEMS</b>					
610-9001	REM SIGN	9	EA		
611-5551	RESET SIGN	9	EA		
636-1033	HWY SIGNS, TP 1 MATL-REFL SHEETING, TP 9	159	SF		
636-1036	HWY SIGNS, TP 1 MATL-REFL SHEETING, TP 11	108	SF		
636-2070	GALV STEEL POSTS TP 7	387	LF		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	17	EA		
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	3	EA		
653-1906	THERMOPLASTIC SOLID TRAFFIC STRIPE, 6 IN, WHITE	3,626	LF		
653-2602	THERMOPLASTIC SOLID TRAFFIC STRIPE, 6 IN, YELLOW	5,234	LF		
653-1504	THERMOPLASTIC SOLID TRAFFIC STRIPE, 12 IN, WHITE	975	LF		
653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	828	LF		
653-2611	THERMOPLASTIC SKIP TRAFFIC STRIPE, 6 IN, WHITE	1,235	GLF		
653-3602	THERMOPLASTIC SKIP TRAFFIC STRIPE, 6 IN, YELLOW	427	GLF		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	45	SY		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	80	SY		
654-1001	RAISED PVMT MARKER, TP 1	110	EA		
654-1003	RAISED PVMT MARKER, TP 3	21	EA		
659-7015	HOT APPLIED PREFORMED PLASTIC PVMT MKG, BIKE LANE MARKING, TP P	6	EA		
<b>SITE LIGHTING</b>					
682-6222	CONDUIT, NONMETAL, TP 2, 2-INCH (AS DIRECTED BY THE ENGINEER)	300	LF		
<b>SIGNAL ITEMS</b>					
636-1041	HWY SIGNS, TP 2 MATL-REFL SHEETING, TP 9	41	SF		
639-3004	STEEL STRAIN POLE, TYPE IV (W/ TANDEM 60' & 60' MAST ARMS)	1	EA		

639-3004	STEEL STRAIN POLE, TYPE IV (W/ 40' MAST ARM)	1	EA		
639-3004	STEEL STRAIN POLE, TYPE IV (W/ 45' MAST ARM)	1	EA		
647-1000	TRAFFIC SIGNAL INSTALLATION #1	1	LS		
682-2145	PULL BOX TYPE 4S	1	EA		
682-9950	DIRECTIONAL BORE, 7"	200	LF		
687-1000	TRAFFIC SIGNAL TIMING	1	LS		
936-4000	CCTV CAMERA SYSTEM, TYPE 1	1	EA		
936-8000	TESTING - CCTV	1	EA		
937-6000	MICROWAVE RADAR DETECTION ASSEMBLY	5	EA		
937-8020	TESTING - MICROWAVE DETECTION SYSTEM	1	LS		
<b>ITS ITEMS</b>					
647-2160	PULLBOX, PB-6	4	EA		
682-6233	CONDUIT, NONMETAL, TP 3, 2-INCH	3,760	LF		
682-9950	DIRECTIONAL BORE, 5 IN	1,880	LF		
935-1116	OSP FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 72 FIBER	2,320	LF		
935-3106	FIBER OPTIC CLOSURE, UNDERGROUND, 72 FIBER	4	EA		
935-4010	FIBER OPTIC SPLICE, FUSION	720	EA		
<b>DRAINAGE ITEMS</b>					
550-3318	SAFETY END SECTION 18 IN, STORM DRAIN, 4:1 SLOPE	1	EA		
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	1,294	LF		
550-5183	STORM DRAIN PIPE, 18 IN, CLASS V	43	LF		
550-5360	STORM DRAIN PIPE, 36 IN, CLASS III	555	LF		
550-5420	STORM DRAIN PIPE, 42 IN, CLASS III	474	LF		
550-5480	STORM DRAIN PIPE, 48 IN, CLASS III	109	LF		
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	9	SY		
603-7000	PLASTIC FILTER FABRIC	9	SY		
611-3000	RECONSTR CATCH BASIN, GROUP 1	2	EA		
611-3010	RECONSTR DROP INLET, GROUP 1	1	EA		
611-3030	RECONSTR STORM SEW MANHOLE, TYPE 1	1	EA		
668-1100	CATCH BASIN, GP 1	9	EA		
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	15	LF		
668-1200	CATCH BASIN, GP 2	4	EA		
668-1205	CATCH BASIN, GP 2, SPCL DES	5	EA		
668-1210	CATCH BASIN, GP 2, ADDL DEPTH	12	LF		
668-1215	CATCH BASIN, GP 2, ADDL DEPTH, SPCL DES	6	LF		
668-2100	DROP INLET, GP 1	5	EA		

668-4300	STORM SEWER MANHOLE, TP 1	3	EA		
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	2	LF		
668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	11	LF		
668-4398	STORM SEWER MANHOLE, TP 1, SPCL DES	1	EA		
668-4399	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1, SPCL DES	1	LF		
668-4400	STORM SEWER MANHOLE, TP 2	1	EA		
668-4411	STORM SEWER MANHOLE, TP 2, ADDL DEPTH, CL 1	4	LF		
668-4498	STORM SEWER MANHOLE, TP 2, SPCL DES	1	EA		
668-4499	STORM SEWER MANHOLE, TP 2, ADDL DEPTH, CL 1, SPCL DES	2	LF		

**EROSION CONTROL ITEMS**

163-0232	TEMPORARY GRASSING	2	AC		
163-0240	MULCH	53	TN		
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	39	EA		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	2,855	LF		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	39	EA		
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA		
167-1000	WATER QUALITY MONITORING AND SAMPLING	12	EA		
167-1500	WATER QUALITY INSPECTIONS	18	MO		
171-0010	TEMPORARY SILT FENCE, TYPE A	5,710	LF		
700-6910	PERMANENT GRASSING	2	AC		
700-7000	AGRICULTURAL LIME	4	TN		
700-8000	FERTILIZER MIXED GRADE	2	TN		
700-8100	FERTILIZER NITROGEN CONTENT	253	LB		
700-9300	SOD	3,779	SYD		
702-9025	LANDSCAPE MULCH, AVG. 4.5 INCHES THICK CYPRESS MULCH (AS DIRECTED BY THE CITY)	250	SYD		
999-1002	LONG-NEEDLE PINE STRAW BALES (AS DIRECTED BY THE CITY)	300	EA		
716-2000	EROSION CONTROL MATS, SLOPES	203	SY		

**BASE BID:** \$ \_\_\_\_\_

**SUBMITTED BY (CONTRACTOR NAME)** \_\_\_\_\_

## WATER DISTRIBUTION BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED COST
150-1000	TRAFFIC CONTROL-WATER DISTRIBUTION SYSTEM	1	LS		
205-0210	EXCAVATION – *ROCK-SPECIAL PROVISION* (AS DIRECTED BY CITY ENGINEER)	700	CY		
210-0100	GRADING COMPLETE-WATER DISTRIBUTION SYSTEM	1	LS		
500-3101	CLASS A CONCRETE	60	CY		
600-0001	FLOWABLE FILL	25	CY		
670-1060	WATER MAIN-6 IN *SPECIAL PROVISION*	260	LF		
670-1080	WATER MAIN-8 IN *SPECIAL PROVISION*	3,500	LF		
670-1160	WATER MAIN-16 IN *SPECIAL PROVISION*	3,030	LF		
670-1600	CUT & PLUG EXISTING WATER MAIN *SPECIAL PROVISION*	12	EA		
670-2060	GATE VALVE, 6 IN *SPECIAL PROVISION*	25	EA		
670-2080	GATE VALVE, 8 IN *SPECIAL PROVISION*	10	EA		
670-2160	GATE VALVE, 16 IN *SPECIAL PROVISION*	6	EA		
670-2700	ABANDONMENT OF WATER VALVES *SPECIAL PROVISION*	11	EA		
670-2800	COMBINATION AIR VALVES *SPECIAL PROVISION*	2	EA		
670-3066	TAPPING SLEEVES AND VALVE ASSEMBLY, 6 IN X 6 IN *SPECIAL PROVISION*	5	EA		
670-3087	TAPPING SLEEVES AND VALVE ASSEMBLY, 8 IN X 8 IN *SPECIAL PROVISION*	7	EA		
670-3129	TAPPING SLEEVES AND VALVE ASSEMBLY, 16 IN X 16 IN *SPECIAL PROVISION*	1	EA		
670-4000	FIRE HYDRANT *SPECIAL PROVISION*	10	EA		
670-500	WATER SERVICE LINE *SPECIAL PROVISION*	175	LF		
670-9920	REMOVE EXISTING FIRE HYDRANT *SPECIAL PROVISION*	6	EA		
999-1003	TEMPORARY TRAVEL LANE	1,923	SY		

ALTERNATE BID:

\$ \_\_\_\_\_

SUBMITTED BY (CONTRACTOR NAME) \_\_\_\_\_

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The Unit Price Bid Items provided for in the Bid Schedule are intended to be the only pay items under which the Contractor will be compensated for work described above. The Contractor shall examine the requirements of the work and

the pay items in the Bid Schedule and include in the unit prices submitted all labor, equipment, materials, appurtenances, overhead, profit, vehicles, and all other things incidental for the completion of the work as specified.

The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Certification of Non-Collusion in Bid Preparation \_\_\_\_\_  
Signature Date

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon a 30-day written notice to the Contractor. In the event of the City's termination of this agreement for convenience, the Contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the City's termination of this Agreement for fund appropriation, the Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.	Date	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In compliance with the attached specifications, the undersigned offers and agrees to furnish any or all of the items upon which prices are bid, at the price set opposite each item, within the time specified in the Bid Documents.

Legal Business Name \_\_\_\_\_

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Does your company currently have a location within the City of Dunwoody? Yes  No

Representative Printed Name \_\_\_\_\_

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

ITB 26-04: MT VERNON RD MULTI-USE TRAIL

Company Name:

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information. Attach all additional sheets to this Statement.

Legal Name of Bidder: \_\_\_\_\_

Permanent Main Office Address: \_\_\_\_\_

1. When organized? \_\_\_\_\_

2. If a Corporation, where incorporated? \_\_\_\_\_

3. Number of years engaged in the contracting business under your present firm or trade name? \_\_\_\_\_

4. Credit Available for this contract? \_\_\_\_\_

5. Projects/work now in progress and expected completion: \_\_\_\_\_

6. Contracts now in hand (Gross Amount): \_\_\_\_\_

7. General character of work performed by your company: \_\_\_\_\_

8. Total number of Employees on your Company Payroll: \_\_\_\_\_

9. In the past 3 years, have you failed to complete a project within the original contract time? \_\_\_\_\_

10. If so, where and Why? \_\_\_\_\_

11. Have you ever defaulted on a Contract? If so, where and why? \_\_\_\_\_

12. List projects completed by your company that were similar to this project and whom may be contacted as reference to your being a qualified and responsible bidder for this type of work:

PROJECT	COST	COMPLETED	CONTACT	PHONE
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**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**


**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

Company Name:

13. Background and experience of the principal members of your organization, including officers:

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14. Have you ever refused to sign a Contract at the original bid? If so, where and why?

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15. Give bank reference: \_\_\_\_\_

16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

I, \_\_\_\_\_, certify that I am a principal or other representative of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

BIDDER:

---

*(company name)*

By:

---

*(name signed)*

---

*(name printed or typed)*

Title:

---

Date:

---

Subscribed and sworn to me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

NOTARY PUBLIC:

\_\_\_\_\_  
*(name signed)*

\_\_\_\_\_  
*(name printed or typed)*

Commission Expires:

\_\_\_\_\_  
*(Date)*

(SEAL)

SUBCONTRACTOR LISTING

**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

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

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

**SUBCONTRACTOR LISTING**

Pursuant to bidding requirements for the work titled **ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

Names of subcontractors from whom quotes, proposals, bids, or other information used to build the Bid were obtained and are proposed by the bidder for subletting, should be listed and **included with the bid**.

**Portion of the Work:**

**Subcontractor Name & Address:**

_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____

SUBCONTRACTOR LISTING

ITB 26-04: MT VERNON RD MULTI-USE TRAIL

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**USE ADDITIONAL SHEETS  
IF REQUIRED**

**Bidder:** \_\_\_\_\_

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

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

**PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM**

---

**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

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

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

**SUBCONTRACTOR LISTING**

Pursuant to bidding requirements for the work titled: **ITB 26-04: MT VERNON RD MULTI-USE TRAIL**. Names of subcontractors from whom quotes, proposals, bids, or other information used to build the Bid were obtained and are proposed by the bidder for subletting, should be listed and **included with the bid**.

**Portion of the Work:**

**Subcontractor Name & Address:**

\_\_\_\_\_

\_\_\_\_\_

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**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

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**USE ADDITIONAL SHEETS**

**Bidder:** \_\_\_\_\_

**IF REQUIRED**

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

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

**PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM**

APPENDIX A  
SAMPLE CONTRACT AND GENERAL CONDITIONS  
**DO NOT SIGN CONTRACT. DO NOT SUBMIT WITH BID.**

**CONTRACT**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Dunwoody, Georgia (Party of the First Part, hereinafter called the City), and \_\_\_\_\_, (Party of the Second Part, hereinafter called the Contractor).

**WITNESSETH:** That the said Contractor has agreed, and by these presents does agree with the said City, for the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, Addenda, Bid Documents the Instructions to Bidders, General Conditions, and this Contract, shall all form essential parts to this Contract, and together are known as the Contract Documents. The work covered by this Contract includes all work shown on plans and specifications and listed in the conditions and specifications to wit:

(Description)

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within consecutive calendar days from and after said date.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty, the amount as outlined in Section 108.08 of GDOT's Standard Specifications as liquidation of the extra expense incurred by the City and liquidated damages to the City.

The City shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed (\$ \_\_\_\_\_) based on the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the City may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the City to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Contract, City shall pay to the Contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that the City fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the City shall pay the Contractor interest at the rate of 1/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

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It is further mutually agreed between the Parties hereto that if, at any time after the execution of the Contract and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**SAMPLE**

(Signatures Next Page)

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**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

CITY OF DUNWOODY, GEORGIA

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

Lynn P. Deutsch, Mayor  
City of Dunwoody, Georgia

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
City Clerk/ City of Dunwoody

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
City of Dunwoody Staff Attorney

SERVICE PROVIDER: \_\_\_\_\_

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

Signature

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

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

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**GENERAL CONDITIONS**  
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These General Conditions will apply unless a particular item is specifically addressed in the solicitation documents

**1. SCOPE OF WORK**

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

**2. REGULATIONS**

- 2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

**3. WORK HOURS**

- 3.1 Unless otherwise noted in the General Conditions or Special Provisions, the Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

**4. CONTRACTOR'S PERSONNEL**

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.

**GENERAL CONDITIONS**  
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- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Contractors' employees shall wear (when appropriate) neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Specification.
  - 4.9.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
  - 4.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
  - 4.9.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
  - 4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

**5. ITEMS PROVIDED BY THE CITY**

- 5.1 Work Location. It shall be the sole responsibility of the Contractor to provide for project team work locations.
- 5.2 Uninterruptible Power Supply (UPS). It shall be the sole responsibility of the Contractor to provide for project team all necessary UPS.
- 5.3 Printers. It shall be the sole responsibility of the Contractor to provide for project team all necessary printers.
- 5.4 Office Space. It shall be the sole responsibility of the Contractor to provide for project team all necessary office space.
- 5.5 Utility Services. It shall be the sole responsibility of the Contractor to provide for project team all necessary utility services.
- 5.6 Employee Parking. It shall be the sole responsibility of the Contractor to provide for project team all necessary parking.

**GENERAL CONDITIONS**  
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**6. TOOLS AND EQUIPMENT**

It shall be the sole responsibility of the Contractor to provide for project team all tools, parts and equipment necessary to perform work under this Contract.

**7. PERFORMANCE REQUIREMENTS**

- 7.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications, industry standards and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 7.2 The Contractor's personnel shall perform work in a neat and professional manner, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- 7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative.
- 7.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 7.5 The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

**8. CONFIDENTIAL INFORMATION**

- 8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.
- 8.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- 8.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 8.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- 8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

**9. USE OF PREMISES**

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

**10. SAFETY AND PROTECTION**

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

**11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES**

- 11.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.

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- 11.2 The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 11.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- 11.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 11.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338.

**12. COMPLIANCE WITH LAWS AND REGULATIONS**

- 12.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 12.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 12.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of the Official Code of Georgia Annotated and relevant State Rules and Regulations.

**13. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

**14. INDEMNIFICATION AND INSURANCE**

- 14.1 The Contractor shall indemnify, defend and hold completely harmless the City, the County, Croy Engineering, and the members (including, without limitation, members of the City's Council and Board of County Commissioners, and members of the citizens' advisory committees of each), officers, employees and agents of each, with regards to Paragraph 14, each and all collectively referred to as the City, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims,

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demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 14.4 below by or in favor of any person described in Section 14.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- 14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone

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for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit

payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

14.7 Insurance

14.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

14.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

14.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

14.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

14.7.4 Deductibles. The Contractor's policies of insurance required by this Section 14.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

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- 14.7.5 Other Insurance Requirements. All insurance policies required by this Section 14.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 15.2

of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days notice of cancellation for non-payment is required. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

**15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE**

- 15.1 A surety Bond/Letter of Credit is not required for this Contract.
- 15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

**16. CONTRACT ADJUSTMENTS**

- 16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- 16.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

**17. SUBCONTRACTORS**

- 17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or

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employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any

obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.

17.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.

17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

**18. DEFAULT AND TERMINATION**

18.1 In the event that:

- 18.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
- 18.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
- 18.1.3 the Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 18.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 18.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 18.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 18.1.7 There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
- 18.1.8 The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the

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Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by offset any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by

default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

18.3 Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the vent of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

**19. CITY'S AUTHORIZED REPRESENTATIVE**

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative and an Assistant Representative designated to serve in that capacity in the absence of the CITY'S AUTHORIZED REPRESENTATIVE, who shall have such authority to act on the City's

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behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CITY'S AUTHORIZED REPRESENTATIVE have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

It is recognized that the attached Intergovernmental Agreement (IGA) between the City of Dunwoody, Georgia and DeKalb County, Georgia extends certain Owner authority to the County and/or its representatives. Nothing in this Contract shall limit the authority provided to the County by the IGA.

**20. ASSIGNMENT**

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's and County's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

**21. NOTICES**

- 21.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.
- 21.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA  
ATTN: City Manager  
4800 Ashford Dunwoody Road  
Dunwoody, GA 30338

- 21.3 Either party may change its notice address by written notice to the other given as provided in this section.

**22. NONDISCRIMINATION**

- 22.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:
- 22.1.1 Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 22.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 22.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

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- 22.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 22.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- 22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.
- 22.1.6 Incorporation of Provisions. The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 22.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

**23. COPYING DOCUMENTS**

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

**24. GENERAL PROVISIONS**

- 24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, the Intergovernmental Agreement, and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.
- 24.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall

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be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- 24.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at

the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

- 24.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City or County, and the Contractor shall indemnify and save the City, as described in Paragraph 14, harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 24.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 24.6 The section headings herein are for the convenience of the City and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 24.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 24.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 24.9 If the City/County shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City/County shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 24.10 The City/County shall have the right to recover from the Contractor all of the City's/County's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

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- 24.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City/County.
- 24.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 24.13 The City/County may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City/County shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City/County so cures a default by the Contractor, all costs and expenses incurred by the City/County in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.
- 24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City/County which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City/County, the Contractor shall so advise the City in writing of the amount of the extra charges. The City/County is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 24.15 The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City/County for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City/County, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City/County and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 24.16 The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any

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conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

- 24.17 The Contractor and subcontractors shall prepare and provide the City/County with all detailed reports as required under the Contract on a timely basis. The City/County reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 24.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 24.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.
- 24.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 24.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 24.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.
- 24.23 The Contractor, the City, and the County hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 24.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.
- 24.25 Contractor must adhere to the City's Travel Policy.

\* \* \* \* \* END OF GENERAL CONDITIONS \* \* \* \* \*

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## SPECIAL CONDITIONS

### ARTICLE 1 – THE WORK

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#### 1.1 Summary of the Work

The Work included in this project consists of furnishing all superintendence, skilled and unskilled labor, materials, equipment, services, and all other necessary items for **ITB 26-04: Mt Vernon Rd Multi Use Path** as described in the Plans and Specifications. The Contractor shall perform all work required for such construction in accordance with these Contract Documents and subject to the terms and conditions of the Contract, complete and ready to use.

##### 1.1.1 General Work Summary

**This project will consist of work as described below:**

**The Mount Vernon Road Multi-Use Trail** project work includes adding a pedestrian path along the north side of Mount Vernon Road, extensive overhead and underground public utility re-location, staged temporary construction of diversion lanes to allow for installation of 2 new water mains in the existing eastbound traffic lane, new storm drain and structures, the construction of gravity walls, and milling, patching, leveling and paving Mount Vernon Road. Work also includes new signal poles, mast arms and control cabinet at the Tilly Mill Road intersection, and placement of required signage, thermoplastic pavement markings and RPMs. The contractor shall furnish all materials (unless otherwise noted), equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Dunwoody Director of Public Works or his representative.

#### 1.2 Staging and Sequence of Work

The Contractor shall provide a staging and sequence of work plan to the City for review when the Overall Project Schedule (OPS) is submitted. The work plan shall include consideration for all utility adjustments necessary for completion of the project, material availability, seasonal considerations and any other factors that affect overall progress of the project.

## SPECIAL CONDITIONS

The work plan shall be developed to provide the least amount of inconvenience to citizens and stakeholders.

### 1.3 General

- 1.3.1 Certain items of material and/or equipment and their installation may be specified on the Plans and not mentioned in the Specifications. Such items are to be considered as both shown on the Plans and noted in the Specifications and such items will be provided by the Contractor in accordance with the Specifications on the Plans.
- 1.3.2 All Work under this contract shall be constructed in accordance with the lines and grades shown on the Plans or approved Shop Drawings or as directed by the Project Manager. Any error or apparent discrepancy in the data shown or omissions of data required to accurately accomplish the stake-out survey shall be referred immediately to the Project Manager for interpretation or correction.
- 1.3.3 All surveying and engineering shall be provided by the Contractor at his expense.
- 1.3.4 Limit use of the premises to construction activities in areas indicated. Maintain safe traffic flow. Allow for Owner occupancy and use by the public.
- 1.3.5 Confine operations to areas within the construction limits/easements indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- 1.3.6 Keep access points serving properties clear and available to the Owner and occupants at all time. Do not use these areas for parking or storage of materials.

### 1.4 Property Damage

- 1.4.1 Exercise extreme care to minimize damage to property adjacent to the construction site, including rights-of-way. Repair and/or replace any damage resulting from Contractor's activities in a manner acceptable to the property owner and the Project Manager as soon as practicable.

### 1.5 Access to Properties and Maintenance of Traffic Flow

## SPECIAL CONDITIONS

- 1.5.1 For the convenience of the public, the Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience, and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public. A minimum **48 hour notice** shall be given to property owners and/or residents prior to temporary driveway closures.
- 1.5.2 Once construction operations begin, it shall be the Contractor's responsibility to maintain access and traffic-flow until final Project acceptance. Construction operations shall be scheduled and executed in such a manner as to cause minimal inconvenience to owners of abutting property. Convenient access to all properties, roads, highways, sidewalks, and driveways affected by the Work shall be maintained. Routes normally used by vehicular traffic shall be safely negotiable without slipping, sliding or loss of traction. Maintenance operations are to be performed on a daily basis to provide access and to maintain traffic flow at all times.
- 1.5.3 No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each workday, and at other times when construction operations are not in progress for any reason, the Contractor shall remove all equipment and other obstructions from that portion of a roadway intended for public use.
- 1.5.4 The Contractor throughout the prosecution of the Work shall maintain access to fire hydrants and fire alarm boxes. Hydrants, alarm boxes, and standpipe connections shall be kept clear of obstructions and visible at all times. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.
- 1.5.5 Utility companies and public agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

## ARTICLE 2 – TIME REQUIREMENTS, BASIS FOR PAYMENT, LIQUIDATED DAMAGES

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- 2.1 **Time for Completion:** The Contractor shall commence actual physical work on the Project within **ten (10) calendar days** of the date of the Notice to Proceed. The Contractor shall complete the work of each project ready for use not later than the schedule as set forth below.

## SPECIAL CONDITIONS

**Substantial Completion:** Project shall commence within **ten (10) calendar days** of the date of Notice to Proceed. Substantial Completion of all the Work within project shall be achieved within **1,100** calendar days following issuance of NTP.

**Final Completion:** Final completion of all work including corrective work shall be achieved within 60 calendar days of the Substantial Completion date.

**2.2 Basis of Payment and Retainage:** Payment shall be made on the basis of prices given in the bid. Lump sum prices shall be paid on the percent complete based upon a breakdown of lump sum items in the Bid and materials delivered to the job site. Unit prices will be applied to the actual quantities furnished and installed, as specified, in order to determine payment. **For each application of payment, the owner shall retain a sum equal to (10%) ten percent of total earned amount.**

**2.3 Liquidated Damages:** Replace *Section 108.08 of the GDOT Standard Specifications with the following:*

Definitions

Final Completion- Final Completion is achieved when all corrective or punch list work is complete and the project is totally and completely capable of being utilized for the purposes for which is intended.

Original Contract Time- the number of calendar days established for completion of the work in the Contract on the date the Contract was executed.

Substantial Completion- Substantial Completion is achieved when all items of work are completed in accordance with the Contract Documents, so that the project can be safely, conveniently and beneficially utilized for the purposes for which it is intended.

Time is an essential element of the Contract, and any delay in the prosecution of the work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of the work will always increase the cost of engineering. For this reason, it is important that the work be pressed vigorously to completion. Should the Contactor or, in case of default, the Surety fail to achieve Substantial Completion within the time stipulated in the Contract or within such extra time that may be

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allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

Schedule of Deductions/Incentives for Each Day of Overrun in Contract Time		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day
\$0	\$2,000,000	\$213
\$2,000,000	\$4,000,000	\$638
\$4,000,000	\$7,000,000	\$1169
\$7,000,000	\$12,000,000	\$2,019
\$12,000,000	\$20,000,000	\$3,399
\$20,000,000	\$50,000,000	\$5,311

For each calendar day beyond the Contract time until Substantial Completion is achieved, the Daily Charge will be assessed, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of Subsection 108.07.E.

Final Completion - After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, the Owner will retain from the compensation otherwise to be paid to the Contractor, including progress payments, the sum of **\$250.00** for each additional day required to bring the work to Final Completion.

A. Liquidated Damages

The amount of such charges is hereby agreed upon as fixed liquidated damages due the City after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment.

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the City and

## SPECIAL CONDITIONS

the general public as a result of the failure on the part of the Contractor to complete the work on time.

1. Deduction from Partial Payments: Liquidated damages, as they accrue, will be deducted from periodic partial payments.
2. Deduction from Final Payment: The full amount of liquidated damages will be deducted from final payment to the Contractor and/or its Surety.
3. No Liquidated Damages Charged for Delay by the City: In case of default of the Contract and the subsequent completion of the work by the City as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the City due to any unreasonable action, negligence, omission, or delay of the City. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

### B. Incentive

In the event the Contractor achieves final completion prior to the **Original Contract Time**, the City will pay the Contractor an incentive payment equal to the applicable daily charge set forth in the Schedule shown above for each calendar day the final completion date precedes the Original Contract Time up to a maximum of \$150,000. For the purpose of determining the incentive:

Calendar days will be consecutively counted from commencement to Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events.

The Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change

## SPECIAL CONDITIONS

orders, supplemental agreements, delays, disruptions, unforeseen site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspension of Contractor's operations, or other such events, forces or factors sometimes experienced in road construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering this Contract, and shall not extend the Original Contract Time for purposes of calculation of the incentive payment set forth above. Further and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract prior to the expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

As a condition precedent to receiving any Incentive, the Contractor shall execute a release waiving all claims for additional time and/or compensation of any kind against the City existing as of the date of Final Completion, except (i) claims expressly identified in writing and reserved in the release, and (ii) amounts due under fully executed Change Orders.

### C. No Waiver of City's Rights

Permitting the Contractor to continue and finish The Work or any part of it after the expiration of the time allowed for completion or after any extension of time, shall not operate as a waiver of the rights of the City under the Contract.

## 2.4 Contract Time Adjustments

**Refer to Section 108 of GDOT Standard Specifications**

## 2.5 Special Times and Work Restrictions

2.5.1 Allowable work hours of the Project are between the hours of 7:30 A.M to 8:00 P.M. Monday through Friday. Lane closures are not permissible between the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. Monday through Friday. Work on Saturdays will require approval by the Project Manager a minimum 48 hours prior, but the City reserves

## SPECIAL CONDITIONS

the right to decline the request. Sundays, overnight hours and City holidays are considered non-workdays except that paving may be approved for overnight work to minimize traffic impacts with a 7-day notification. When approved, nighttime work hours are 8:00 P.M. to 6:00 A.M. Sunday night through Friday morning.

- 2.5.2 The contractor must stage the construction to minimize the frequency and duration of lane closures. All requests for lane closures for night work or weekend work must be submitted for approval to the Dunwoody Public Works Department 7 days in advance of the work.
- 2.5.3 The contractor shall provide a complete schedule and traffic control plan for City approval prior to beginning construction.
- 2.5.4 Any detours plans must be submitted 7 days in advance before approval
- 2.5.5 No work may be scheduled on the following City Holidays: New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and the Friday after Thanksgiving, Christmas Eve, and Christmas Day

## ARTICLE 3 – SUPERVISION AND CONSTRUCTION CONSIDERATIONS

### 3.1 Supervisory Personnel

- 3.1.1 The Contractor shall employ and have at all times as his agent a competent Project Superintendent whose sole responsibility is to oversee the project. The Project Superintendent shall be knowledgeable and familiar with all aspects of the Work including Traffic Control and Erosion Control. The Superintendent shall have full authority to supply promptly such materials, tools, plant, equipment, and labor as may be required to perform work and meet scheduled deadlines. The Superintendent shall be present on the project on a daily basis and maintain close communication with the Project Manager at all times. He shall work closely with the Project Manager or his representative in coordinating the various tasks of the project including layout of the work, measuring and quantifying items for payment, preparing long term schedules, ensuring signing and cleanup are performed satisfactorily, handling citizen complaints and any other tasks to ensure the project runs smoothly. At no time will the project be under construction without an assigned and approved Superintendent. Crew foremen will not be allowed to be substituted for the Project Superintendent. All

## SPECIAL CONDITIONS

communications given to the Project Superintendent shall be as binding as if given to the Contractor.

- 3.1.2 The Contractor, within **10 days** after award of the contract, shall furnish in writing to the Project Manager the names and qualifications of the Project Manager, Project Superintendent and other foreman level supervisory personnel. The Project Manager will promptly reply to the Contractor if after due investigation, he has reasonable objection to the personnel listed. Any changes in personnel after the project is under construction must be approved 10 days prior to any change.

### **3.2 Conformance with Specification**

- 3.2.1 The Contractor shall accomplish all work under this Contract in accordance with the referenced Sections of the "Standard Specifications For Road And Bridge Construction," current edition, published by the Georgia Department of Transportation as well as any supplements, revisions or special provisions of the Georgia Department of Transportation or other standards details or special provisions provided in the contract documents.

### **3.3 Utilities**

- 3.3.1 The Contractor must verify locations of water, sanitary, drainage, power, CATV and telephone installations and pipelines (all public utilities) along the Work route or in the vicinity of the Work in the field. The Contractor shall uncover these pipes, ducts, cables, etc. carefully, by hand prior to any work which might result in damage to the utility or cause conflict with the line and grade of the work. The contractor shall positively locate utilities marked within the alignment of any storm or utility system that is part of the scope of work, before beginning the installation of that system. Any discrepancies found thereby which might affect the prosecution and completion of the Work shall be brought to the attention of the Project Manager in order that any necessary changes may be made to permit completion of the Work. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. These conditions are supplemental to general requirements elsewhere in these Contract Documents.
- 3.3.2 The Contractor shall maintain, keep in service, and protect against damage to existing utilities during construction. The Contractor shall not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. He shall provide temporary services during interruptions to existing Utilities,

## SPECIAL CONDITIONS

as acceptable to governing authorities. Indicated utilities shall be disconnected and sealed before starting demolition operations as part of this work.

### 3.4 Protection of Property

3.4.1 The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping or facilities.

3.4.2 When a public water source is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations. In the event any of the Contractor's activities disrupt or endanger any facilities, he shall, at his own expense, make all necessary repairs or replacements to correct the situation to the satisfaction of the Project Manager. Such work shall progress continuously to completion on a 24-hour per day, seven workdays per week basis. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving Work under this Contract.

### 3.5 Weather Conditions

3.5.1 The Contractor is presumed to have taken all difficulties due to weather conditions into consideration in preparing his proposal and in establishing his time for completion of the Work of this contract. Work that may be adversely affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials and equipment from exposure. The Owner reserves the right, through the opinion of the Project Manager, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation from the Owner for damage to the work from the elements of weather.

3.5.2 **Weather will not be accepted as a justifiable reason for extension of time unless such should be abnormal.** The following chart represents the number of calendar days per month that are considered normal for rain and wet ground conditions preventing work from being performed. Days not worked due to rain or wet ground conditions beyond those listed

SPECIAL CONDITIONS

may be considered for claims for adjustment of time. **Contractor shall reconcile requests for time extension within 5 business days of the completion of each month if additional time is merited due to adverse weather conditions.**

January .....12	May.....6	September.....5
February.....11	June.....6	October.....4
March .....10	July.....7	November.....7
April.....8	August.....6	December.....9

**3.6 Fire Protection**

- 3.6.1 The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.
- 3.6.2 All workers shall be instructed and reminded by use of signs as to the dangers of explosion in the project area. Careless smoking by workers is prohibited, and it is the Contractor's responsibility to police his workers as well as subcontractors' and suppliers' personnel at the job site in this regard. All foremen and supervisors shall be informed as to the locations of fire alarm stations.
- 3.6.3 In the event that a hazardous explosion condition is created or discovered, the Contractor shall immediately notify the local Fire Department. The Contractor shall exercise all safety precautions and comply with all instructions issued by the Fire Department to prevent the occurrence of fire or explosion.

**3.7 Safety and Health Requirements**

- 3.7.1 The Contractor shall comply in every respect with all Federal, State and Local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration.
- 3.7.2 The Contractor shall, when required, furnish evidence satisfactory to the Project Manager that materials and methods are in accordance with such standards or codes, copies of which shall be supplied on site by the Contractor.

## SPECIAL CONDITIONS

- 3.7.3 Flaggers shall be GDOT-certified and shall have a current card in possession at all times while performing flagging operations. Reflective safety vests should be worn by flaggers and by workers while working in road.

### **ARTICLE 4 – PERMITS AND LICENSES**

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- 4.1 The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the Federal Government, the State of Georgia, the City of Dunwoody, and any other agency having jurisdiction over the work. The contractor shall obtain all building and construction permits required for the Work and shall, with respectful notice, call for and obtain necessary inspections as required by these agencies.

### **ARTICLE 5 – PROJECT MEETINGS**

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#### **5.1 Preconstruction**

- 5.1.1 A Preconstruction meeting shall be held to acquaint representatives of the Owner and various agencies with those in responsible charge of the Contractor's activities for the project. The meeting will cover such subjects as insurance certificates, permits and licenses, affirmative action employment, construction schedules, soil erosion control, cost breakdown and applications for payment, material deliveries, storage, shop drawings and submittals, job site inspection by the Project Manager, safety and emergency action procedures, field offices, security, and other appropriate matters.

#### **5.2 Monthly Meetings**

- 5.2.1 Monthly Progress Meetings will be held at a time specified by the Owner and shall correlate with the gathering of quantities for payment. The meeting will cover such items as progress of the Work, updated construction schedules, pay quantity summaries, change orders, traffic control, utility coordination, shop drawings and submittals, job site inspection, soil erosion

## SPECIAL CONDITIONS

control, documented delays due to weather (reconcile monthly), safety, security, and any concerns that may have arisen since the last progress meeting. The Project Manager will prepare a brief summary report of the decisions or understanding concerning each of the items discussed at these meetings. The Contractor shall be prepared to provide a narrative report at the Project Coordination Meetings. The report shall include the following:

1. A description of the overall Project status and comparison to the Original Project Schedule.
2. Identification of activities which are behind schedule and a description of corrective action to be taken.

### 5.3 Job Site

- 5.3.1 The Project Manager or Contractor may call for special job site meetings for the purpose of resolving unforeseen problems or conflicts that may impede the construction schedule. The Project Manager will prepare a brief summary report of the decisions or understanding concerning each of the items discussed at these meetings.

## ARTICLE 6 – SUBMITTALS

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### 6.1 Schedule

- 6.1.1 The work under this Section includes preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.
- 6.1.2 The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.
- 6.1.3 Overall Project Schedule (OPS)
1. Submit the schedule within **ten (10) days** after date of the **Notice of Award**
  2. The Project Manager will review the schedule and return it within 10 days after receipt.

## SPECIAL CONDITIONS

3. The Contractor will make revisions based on Project Managers input and submit final copy at the Pre-construction conference
- 6.1.4 Submit an update of the OPS with each progress payment request.
- 6.1.5 Submit the number of copies required by the Contractor, plus three to be retained by the Project Manager.
- 6.1.6 Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the Work.
- 6.1.7 The Contractor shall submit to the Project Manager for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.
  1. Each activity with duration of ten (10) or more days shall be identified by a separate bar. Activities with a duration of more than 30 days shall be sub-divided into separate activities.
  2. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.
  3. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and critical path activities.
  4. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.
  5. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.
  6. The schedule shall show the precedence relationship for each activity.

## SPECIAL CONDITIONS

- 6.1.8 Updating: Show all changes occurring since previous submission of the updated schedule. Indicate progress of each activity and show actual completion dates.
- 6.1.9 Narrative Report: The Contractor shall be prepared to provide a narrative report at the Pre-Construction Meeting and the Project Coordination Meetings. The report shall include the following:
1. A description of the overall Project status and comparison to the OPS.
  2. Identify activities which are behind schedule and describe corrective action to be taken.
  3. A description of changes or revisions to the Project and their effect on the OPS.
- 6.1.10 **Weekly Progress Schedule:**
1. Upon **60%** of the Contract Time (or where applicable a Phase of a Project) being expended, the contractor shall prepare and submit a Weekly Progress schedule describing in detail the tasks remaining to be completed for the Project to be considered Substantially Complete.
  2. The schedule shall show in detail the proposed tasks to be completed each work week for the time remaining in the Project. Milestones will be depicted as Station Values as shown in the plans.
  3. The schedule shall show work completed since previous submission with work not completed being brought forward again.
  4. The Weekly Progress Schedule shall be submitted on Wednesdays for review by the Project Manager. The Contractor and Project Manager will meet Thursday to review and discuss the schedule.
- 6.1.11 **Work Interruptions** - When work is interrupted or delayed, the contractor shall submit notification to the Project Manager **24 hours** prior to resuming work.
- 6.1.12 **Supervisory Personnel** - The Contractor, within **ten (10) days** after award of the contract, shall furnish in writing to the Project Manager the names and qualifications of the Project Manager, Project Superintendent and other foreman level supervisory personnel. The Project Manager will

## SPECIAL CONDITIONS

promptly reply to the Contractor if after due investigation, he has reasonable objection to the personnel listed. Any changes in personnel after the project is under construction must be approved **ten (10) days** prior to any change.

- 6.1.13 **Material Suppliers** - The Contractor, within 10 days after award of the contract, shall furnish in writing to the Project Manager the names suppliers for each portion of the Work. The Project Manager will promptly reply to the Contractor in writing after due investigation he has reasonable objection to the suppliers listed.

### 6.2 Product Data

- 6.2.1 Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.
- 6.2.2 Product data shall include materials of construction, dimensions, performance, characteristics, capacities, piping, controls, etc.

### 6.3 Samples

- 6.3.1 The Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Project Manager.
- 6.3.2 Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.
- 6.3.3 Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Project Manager and shall bear the Contractor's stamp certifying that they have been so checked. The Contractor shall prepay transportation charges on samples submitted to the Project Manager.
- 6.3.4 The Project Manager's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.

## SPECIAL CONDITIONS

- 6.3.5 Accepted samples will establish the standards by which the completed work will be judged.

### 6.4 Project Record Drawings, As Builts and Documents

Before Final Acceptance of the Project, the Contractor shall submit to the Project Manager certain records, certifications, etc., which are specified elsewhere in these Contract Documents. Missing, incomplete, or unacceptable items, as determined by the Project Manager or Owner, shall constitute grounds for withholding Final Payment to the Contractor. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items, which are required by the Contract Documents:

**6.4.1 As-Built Requirements.** During the entire construction operation, the Contractor shall maintain records of all deviations from the Plans and Specifications and shall prepare therefrom record drawings showing correctly and accurately all changes and deviations made during construction and showing completely the Work as it was actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat, legible, and on reproducible material, shall be provided electronically and shall include at a minimum the following:

1. All storm drain and side drain improvement locations and elevations, including permanent erosion control features such as rip-rap aprons, stilling basins, etc.
  - a) Inlet and Outlet invert locations and elevations on all storm drain and side drain pipes.
  - b) Top and invert elevations on all drainage structures.
  - c) Horizontal, Vertical locations and profiles of all drainage systems and structures.
  - d) Elevation and locations of all storm water quality facilities catch basins, earthen berms, grades, channels etc.
  - e) Provide video inspection and footage of all storm pipe and structures. Conduct post installation inspections in accordance with the requirements of this Special Condition, GDOT Specification 550, and GDT 136. This will include the use of low barrel distortion video equipment with laser profile technology, non-contact video micrometer and associated software. Before post installation inspection, preclean and dewater installed pipe and provide the Engineer with a post installation inspection schedule. Notify the Engineer at least seven days in advance of beginning inspection. Post installation inspections must be performed within 20 calendar days of each storm line completion. Perform post installation inspections once compacted backfill has reached a depth of 8 feet or after completion of the pipe installation and final cover, which includes the

## SPECIAL CONDITIONS

embankment and all non-asphalt bases and/or subgrades. Notify the Engineer of problems found during the inspection. Provide inspection footage within 48 hours of being performed. The Engineer will determine if corrective action is necessary. If corrective action is determined to be necessary, all remediations must be completed and re-inspection submitted within 60 days. When all storm pipe and structures have been installed and the site nears final stabilization, conduct a final video inspection of all storm pipe and structures.

- f) If the location, elevation, or invert of any storm pipe or structure is changed after as-built were submitted, the as-built must be resubmitted and reflect the change.

### 2. Bank Stabilization, creek channel routing, rip-rap areas and earthen banks and slopes

- a) Points at all topographic breaks.
- b) Cross-sections on fifty foot stations on centerline tangents.

### 3. Asphalt roadway cross sections to full extent of improvements.

- a) Cross-sections on fifty foot stations on centerline tangents.
- b) Driveway tie-ins and profiles, gravel or paved.

## ARTICLE 7 – UTILITIES AND SERVICES

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### 7.1 Temporary Water

The Contractor shall provide temporary water. **Hydrant meters must be acquired from DeKalb County Watershed Management and installed prior to usage of hydrants.**

### 7.2 Temporary Sanitary Facilities

The Contractor shall provide and maintain adequate and clean sanitary facilities for the construction workforce. The facilities shall comply with local codes and regulations and be situated at approved locations.

## SPECIAL CONDITIONS

### 7.3 Drought Conditions

The contractor shall adhere to all State and Local Mandated Water restrictions during construction. The City of Dunwoody shall not be held responsible for any violation that might occur on the job site. The Contractor shall provide proof of water source while on job site when applicable.

## ARTICLE 8 – SECURITY

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- 8.1 The Contractor shall, if in his opinion it is necessary, employ watchmen and security guards to protect the job site against vandalism, burglary, theft, trespassing, etc. The Contractor shall care for and protect against loss or damage all material and equipment to be incorporated in the Work for the duration of the Contract, and shall repair or replace any damaged or lost materials or equipment.

## ARTICLE 9 – SPECIAL CONTROLS

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### 9.1 Chemicals

All chemicals used during project construction or furnished for testing or project operation will be required to show approval of the Environmental Protection Agency. The handling, use, storage, and disposal of such materials, containers, or residues shall be in strict conformance with manufacturer's and/or supplier's instructions. Copies of antidote literature shall be kept at the storage site and at the Contractor's job site office.

### 9.2 Soil Erosion Control

The Contractor shall be responsible for controlling soil erosion and sedimentation resulting from the Work until all disturbed areas have been permanently stabilized. He shall not allow the Work to cause siltation of any creek, stream, tributary, river, pond, lake, or other body of water. All of the Work shall be accomplished in conformance with the current edition of the "Manual for Erosion and Sediment Control in Georgia," published by the Georgia Soil and Water Conservation Commission.

## SPECIAL CONDITIONS

### 9.3 Litter and Rubbish

The Contractor shall be responsible for maintaining the job site free from litter, rubbish and garbage.

### 9.4 Periodic Clean-Up; Basic Site Restoration

9.4.1 During construction the Contractor shall on a daily basis clean all roadway surfaces of dirt, dust, milled asphalt or aggregate, excess asphalt, liquid asphalt or emulsion from paving operations or any other accumulated construction debris. Dust shall be controlled by periodic wetting and sweeping and as set forth in GDOT Section 161.01. If required by the Project Manager, a vacuum type street sweeper shall be employed at the end of each day to sweep and clean all surfaces to the satisfaction of the Project Manager. Failure to satisfy this requirement shall be sufficient cause for the Project Manager to stop all work until the clean-up is performed. If the Project Manager deems it necessary the contractor shall clean any dust, dirt or debris resulting from the work from vehicles, buildings, walkways, parking lot pavements or other structures. All clean up shall be performed to the satisfaction of the Project Manager. Failure to satisfy this requirement shall be sufficient cause for the Project Manager to stop all work until the clean-up is performed.

9.4.2 When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses), promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders and debris shall be removed so that the site presents a neat appearance.

9.4.3 The Contractor shall perform the clean-up work on a daily basis and as frequently as ordered by the Project Manager. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Project Manager, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances. Sweeping of roadways will be a daily requirement at the end of the work day, and as needed.

## SPECIAL CONDITIONS

- 9.4.4 Upon failure of the contractor to perform periodic clean-up and basic restoration of the site to the Project Manager's satisfaction, the Project Manager may, upon two (2) days prior written notice to the Contractor, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting there from shall be charged to the Contractor and deducted from the amounts of money that may be due him.

### ARTICLE 10 – TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC-FLOW

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#### 10.1 Compliance with Regulations

The Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Georgia State Department of Transportation, the City of Dunwoody and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways and any detours required by the Work.

#### 10.2 Parking

No vehicles shall be parked in any residential driveway without written permission from the property owner. All sites for parking must be approved by the Project Manager prior to use. The Contractor shall be responsible for enforcing on-site parking regulations. No parking or staging of equipment on the root zone of existing trees which are to remain.

#### 10.3 Spillage

All dirt or other material spilled from the Contractor's vehicles on existing pavements shall be removed by the Contractor whenever, in the opinion of the Project Manager, the accumulation is sufficient to cause the formation of mud, dust, interference with traffic, or create a traffic hazard.

### ARTICLE 11 – EQUIPMENT AND MATERIALS

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## SPECIAL CONDITIONS

### 11.1 Quality

All construction materials and products will be furnished from Georgia Department of Transportation certified suppliers and shall conform to the current Georgia Department of Transportation Standards and Specifications.

### 11.2 Delivery Schedule

Equipment and materials to be incorporated in the Work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the Work, and they shall be delivered, as nearly as feasible, in the order required for executing the Work. Deliveries shall be scheduled to minimize space and time requirements for storage of materials and equipment at the job site.

### 11.3 Storage

The Contractor shall store his equipment and materials at the job site in accordance with the manufacturer's recommendations and as directed by the Project Manager. He shall not store unnecessary materials or equipment on the job site and shall prevent any structure from being overloaded and endangering the safety of his or the City of Dunwoody personnel. The Contractor shall enforce the instructions of the Owner and the Project Manager regarding the posting of regulatory signs for loading on structures, fire safety and smoking areas.

### 11.4 Quality Assurance

If any Work (including the work of others) that is to be inspected, tested or approved is covered by the Contractor prior to such inspection, testing, or approval, it must, if requested by the Project Manager, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover the same and the Project Manager has not acted with reasonable promptness in response to such notice.

Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

## SPECIAL CONDITIONS

### ARTICLE 12 – FINAL CLEAN-UP; SITE RESTORATION

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#### 12.1 Cleaning

Before finally leaving the site, the Contractor shall clean all exposed surfaces that have become soiled or marked. The Contractor shall remove from the site of the Work all accumulated debris and surplus material of any kind which results from his operation, including construction equipment, tools, sheds, sanitary fixtures, etc. This includes but is not limited to vegetation bladed off of roadway onto the shoulder; milled asphalt or aggregate left in road, gutter or on shoulder, any excess asphalt from paving operations, any liquid asphalt/emulsion or staining resulting from spillage or from rain washing liquid asphalt/emulsion onto curbs, gutters and sidewalks. All clean-up shall be performed to the satisfaction of the Project Manager. The completed project shall be turned over to the Owner in a neat and orderly condition.

#### 12.2 Damage

The Contractor shall repair all damage caused as a result of his Work under the Contract, including but not limited to existing structures, pavement, driveways, curbs & gutters, sidewalks, utility poles, utility pipelines, conduits, drains, catch basins, fences, gates, mailboxes and other obstructions not specifically mentioned herein.

All property line monuments outside the limits of construction disturbed by the Contractor during the prosecution of the Work shall be reset by a professional land surveyor licensed by the State of Georgia, at the Contractor's expense.

**END OF SPECIAL CONDITIONS SECTION 0850**

**SECTION GDOT 206 – BORROW EXCAVATION**

The work of and materials for **Borrow Excavation** shall be in compliance with the “Standard Specifications for Road and Bridge Construction,” Current edition, Section 206, published by the Georgia Department of Transportation, as well as any supplements, revisions or special provisions of the Georgia Department of Transportation or the City of Dunwoody, and shall be in reasonably close conformance with the details shown on the plans or established by the Project Manager.

Except for rock excavation and Foundation Backfill Material Type II, which is covered under Section GDOT 205 and 207 respectively, this work shall consist of backfill with Borrow Backfill Material Type I of areas where wet conditions and unstable materials are encountered in fill areas or trench lines during the installation of storm drain pipe and all other drainage items, in accordance with the Specifications and the details shown on the Plans, according to the requirements of GDOT Standard Drawing 1030D. **Use of Borrow shall require prior approval of the Project Manager.**

**Measurement and Payment:**

Measurement and payment for **Borrow Excavation Incl Matl** shall be by Cubic Yard measured by volume of the hauling vehicle according to GDOT Section 109 and as detailed in Article 11 of the General Conditions of these Contract Documents. The costs for excavation and removal of the unsuitable material is incidental to the Work for which the backfill is performed. Additionally, removal of and disposal of materials will be paid for under 210.5 C. “Undercut Excavation”

Item. No. 206 Borrow Excavation, Incl Matl.....CY

**SECTION GDOT 105-**

**SECTION GDOT 107 – WUCS**

**107.21 General Description WUCS**

The Contractor shall designate, prior to beginning any work, a Worksite Utility Coordination Supervisor (WUCS) who shall be responsible for initiating and conducting utility coordination meetings and accurately recording and reporting the progress of utility relocations and adjustment work. Also, the WUCS shall prepare an Emergency Response Plan for the purpose of planning, training, and communicating among the agencies responding in the event of an emergency. The WUCS shall be the primary point of contact between all of the Utility companies, the Contractor and the Department. The WUCS shall recommend the rate of reoccurrence for utility coordination meetings and the Engineer will have the final decision on the regularity for utility coordination meetings. In no case will utility coordination meetings occur less than monthly until controlling items of utility relocations and adjustment milestones are completed. The WUCS shall contact each of the utility companies for the purpose of obtaining information including, but not limited to, a Utility Adjustment Schedule (UAS) for the controlling items of utility relocations and adjustments. The WUCS shall notify the appropriate utility company and/or utility subcontractors and the Department of the status of controlling items of relocations and adjustment milestones as they are completed. The WUCS shall furnish the Engineer, for approval, a progress schedule chart, immediately following the receipt of the Notice to Proceed

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unless otherwise specified, which includes the utility companies controlling items of work and other information in accordance with Section 108.03 or elsewhere in the Contract documents. The WUCS shall cooperate with the companies of any underground or overhead utility facilities in their removal, relocations or adjustment work in order that these operations may progress in a reasonable manner, and that duplication of this work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted. To promote this effort the WUCS shall prepare an agenda for the utility coordination meetings and circulate same in advance of the meeting to encourage input and participation from all the utility companies. The agenda will be prepared by an examination of the project site and should include photographs of potential/actual utility conflicts.

### A. Qualifications

The WUCS shall be an employee of the Prime Contractor, shall have at least one year experience directly related to highway and utility construction in a supervisory capacity and have a complete understanding of the Georgia Utilities Protection Center operations, and shall be trained on the Georgia Utility Facility Protection Act (GUFPA). The Department does not offer any training on GUFPA.

The Prime Contractor is responsible for obtaining the GUFPA training for their employees.

Questions concerning the Georgia Public Service Commission GUFPA training program should be directed to:

Georgia Public Service Commission

244 Washington St. SW

Atlanta, GA 30334-5701

404.463.9784

### B. Ticket Status

During the utility coordination meetings, the WUCS shall collect and maintain the Ticket Status information to determine the status of all locate requests within the project limits. This information will be used to assure those planning to use mechanized equipment to excavate or work within the project limits are prepared to begin work when they have reported or estimated beginning work. At points where the Contractor's or utility company's operations are adjacent to or conflict with overhead or underground utility facilities, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

### C. Notice

The names of known utility companies and the location of known utility facilities will be shown on the plans or listed in the Subsurface Utility Engineering Investigation if performed or in the

special provisions; and the WUCS shall give 24-hour notice to such utility companies before commencing work adjacent to said utility facilities which may result in damage thereto. The WUCS shall further notify utility companies of any changes in the Contractor's work schedules affecting required action by the utility company to protect or adjust their facilities. Notice to the utility companies by the Department of the Award of Contract, under Subsection 105.06, shall not be deemed to satisfy the notice required by this paragraph. Furthermore, this 24-hour notice shall not satisfy or fulfill the requirements of the Contractor as stated in Chapter 9 of Title 25 of the Official Code of Georgia Annotated, known as the Georgia Utility Facility Protection Act.

**D. Utility Coordination (UC) Meeting**

The WUCS is responsible for holding meetings and communicating with each Utility Owner, the Department, and/or the Department's representative as necessary to timely accomplish the Utility Adjustments in compliance with the UAS. To promote this effort the WUCS shall give at least seven (7) calendar days advanced notice of each scheduled meeting, prepare an agenda [which includes (a) status/updates of the last meeting, (b) any outstanding issues/concerns with utility relocation activities etc.] for the UC meetings and circulate same in advance of the meeting to encourage input and participation from all of the utility companies.

The WUCS must prepare the meeting minutes of all UC meetings and distribute the same to all Utility Companies (regardless of their attendance) within seven (7) calendar days of the UC meeting. If any Utility Company fails to attend these meetings and/or provide required updates on their relocation work, the WUCS must inform the District Utility Manager (DUM) or designee of these details.

The WUCS shall record the weather delay details (which includes the rainy days and non-productive days) and provide this information in the UC meeting minutes.

**E. Emergency Response Plan**

The WUCS shall prepare and submit Emergency Utility Response Plan (EURP) within 30 days following the receipt of the Notice to Proceed. The EURP shall indicate the project location (which includes street address and or major intersections/major highway route, if possible with a land mark) that would be reported in case of an emergency, WUCS, Emergency Utility Coordinator (EUC), utility company name, utility company emergency contact information to include but not limited to emergency phone number, response time for emergency, working condition of devices needed to facilitate prompt shut off, and primary point of contact name and phone number for the project.

Emergency Utility Coordinator (EUC) shall be an employee of the Prime Contractor and shall notify the appropriate utility company and/or utility subcontractors in case of an emergency. EURP must include the contact details of the EUC, if WUCS is not the primary emergency utility coordinator for this project.

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The plan will also include a means of reporting emergencies and the Utility Emergency Response Information for each company. The WUCS/EUC shall post the EURP in an area readily accessible to the Department and project personnel. Also, WUCS shall distribute the copies of EURP by e-mail and hard copy to GDOT Area Engineer, GDOT Construction Project Manager, Contractor's project manager, superintendent, and all approved sub-contractors whose work can be in conflict with utilities facilities, personnel of each facility/owner/operator who has facilities within the project limits and keep a copy in close proximity to active construction.

In the event of interruption to gas, water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the WUCS/EUC shall promptly notify the appropriate emergency officials, the Georgia Utilities Protection Center and the appropriate utility facility company or operator, if known. Until such time as the damage has been repaired, no person shall engage in excavating or blasting activities that may cause further damage to the utility facility.

In order to keep up with the latest/most updated EURP contact information (name and phone numbers); WUCS shall include an item in the agenda of Utility Coordination meeting about the updates / changes in the EURP plan.

The Emergency Utility Response Plan and Emergency Utility Response Information template can be found at the State of Georgia, Office of Utilities web page.

### F. Submission

Provisions for reporting all utility coordination meetings, the progress of utility relocation and adjustment work milestones and ticket status information will be reported on a form developed by the WUCS and will be distributed by the WUCS to all of the utility companies as milestones are met and shall be included as part of the project records. These reports shall be delivered to the Engineer for review, on a monthly basis. The WUCS shall immediately report to the Engineer any delay between the utility relocation and adjustment work, the existing Utility Adjustment Schedule, or the proposed Utility Adjustment Schedule so that these differences can be reconciled.

### G. Delays

Delays and interruptions to the controlling item or Items of The Work caused by the adjustment or repair of water, gas, or other utility appurtenances and property may be considered for an extension of Contract Time as provided in Subsection 108.07.E unless such delays are due to the negligence of the Contractor.

### H. Facilities Supported on Bridges-NOT APPLICABLE TO THIS PROJECT

**I. Clearances**

The Plans provide for at least minimum clearance of utilities as required by the National Electrical Safety Code, U.S. Department of Commerce, and National Bureau of Standards. Additional clearance required or desired by the Contractor shall be arranged by the Contractor with the Utility Owner. The Department will pay no extra compensation for such additional clearances.

**J. Utility Relocation Progress Schedule**

The purpose of the Utility Adjustment Schedule is to provide the Contractor with the pertinent information, including any utility staging required, dependent activities, or joint-use coordination that is required for the creation of a feasible progress schedule. A suitable Utility Adjustment Schedule form is available from the Department for the WUCS to circulate to utility companies for any proposed project construction staging or should a utility company not duly file a Utility Adjustment Schedule to the Department during the preconstruction phase of the project. The WUCS shall submit a Utility Relocation Progress Schedule showing together the progress schedule Chart referenced in Section 108.03 and the proposed Utility Adjustment Schedules from all utility companies to the Engineer for review and approval. The UAS is made available for this project.

**K. Compensation**

There will be no separate measurements or payment for this work. The cost associated with this work shall be included in the overall bid submitted.

Revised: January 2026

**CITY OF DUNWOODY**

**STATE OF GEORGIA**

**SPECIAL PROVISION PROJECT:**

**COUNTY: DeKalb**

**MT. VERNON ROAD MULTI-USE TRAIL**

**Section 670—Water Distribution System**

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*Delete Section 670 and substitute the following:*

**670.1 General Description**

This work consists of furnishing materials, labor, tools, equipment, and other items necessary for installing, removing, abandoning, relocating, and adjusting water distribution systems according to the Plans and Specifications.

**670.1.1 Definitions**

- A. General Provisions 101 through 150
- B. The term “The Facility Owner” shall be understood to mean “DeKalb County”.
- C. The term “Project Manager” shall mean the authorized individual having the authority to give instructions pertaining to the work and to approve or reject the work. The “Project Manager” shall not however be authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract, Plans, and Specifications, nor shall they act as an agent for the Contractor. All Contract items pertaining to the Facility Owner shall be coordinated with the City of Dunwoody (OWNER)Project Manager and the Facility Owner.

**670.1.2 Related References**

**A. Standard Specifications**

[Section 104—Scope of Work](#)

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

[108—Prosecution and Progress](#)

[Section 205—Roadway Excavation](#)

[Section 207—Excavation and Backfill for Minor Structures](#)

## Section 670—Water Distribution

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[Section 210—Grading Complete](#)

[Section 400—Hot Mix Asphaltic Concrete Construction Section](#)

[444—Sawed Joints in Existing Pavements Section 500—](#)

[Concrete Structures](#)

[Section 600—Controlled Low Strength Flowable Fill](#)

[Section 611—Relaying, Reconstructing or Adjusting to Grade of Miscellaneous Roadway Structures Section](#)

[615—Jacking or Boring Pipe](#)

[Section 810—Roadway Materials](#)

### **B. Related Documents**

1. General Provisions 101 through 150.
2. All products supplied and all work performed shall be in accordance with The Facility Owner's Standard Specifications, applicable standards from American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), Georgia Department of Transportation (GDOT) Utility Accommodation Policy and Standards, and the Georgia Environmental Protection Division (EPD) Minimum Standards for Public Water Systems. Latest revisions of all standards shall apply.

### **670.1.3 Submittals**

**A.** General Provisions 101 through 150.

**B.** Refer to The Facility Owner's Standard Specifications, current published edition, for water utility submittal requirements. Copies of all submittals and documentation shall be submitted to OWNER, who shall distribute to the Facility Owner.

### **C. Shop Drawings / Product Data**

1. Submit [6] copies of the following submittals to the OWNER Project Manager:
  - a. Product data, including size, dimension, capacity, pressure rating, accessories, and special features, installation instructions, and operating characteristics for all proposed materials to show compliance with the requirements of this Special Provision.
  - b. Test reports specified in the Quality Acceptance section of this Special Provision.
  - c. Pipe manufacturer certification of compliance with specifications.
  - d. Operation and maintenance literature, warranties, and other specified information.

### **D. Construction Record Documentation**

1. The Contractor shall record on two sets of utility as-built drawings that will record changes and deviations from the Contract Drawings in sizes, lines or grade. Record also the exact final horizontal and vertical locations of underground utilities and appurtenances to an accuracy of +/- 0.2 ft, referenced to permanent surface improvements. Drawings shall utilize State Plane Coordinates and shall be legibly marked to record actual construction and submitted to OWNER no later than 30 days after installation and prior to Final Acceptance of the Project. The Facility Owner shall determine if the utility record drawings are complete prior to Final Acceptance of the project.
2. Record Drawings shall be signed and sealed by a professional engineer or land surveyor registered in the State of Georgia.
3. Record Drawings shall also be submitted in digital format as indicated in accordance with the Department's current Electronic Utility File Guidelines.
4. Except for standard bound materials, bind all 8.5"x11" (A4) documentation, including 11" x 17" (A3) drawings folded to 8.5"x11" (A4), in logical groupings in loose-leaf binders of either the 3-ring or plastic slide-ring type. Permanently and appropriately label each such bound grouping of documentation.

#### **670.1.4 Quality Assurance**

- A. The Contractor shall comply with applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction over the Project.
- B. Furnish manufactured items, pipe, fittings, valves, service components, and appurtenances from manufacturers having regularly produced such items as specified herein which have proven satisfactory in actual service, over at least a 2-year period, or as approved by the Facility Owner and OWNER.
- C. Regardless of tolerances permitted by industry standards specified herein, the Facility Owner or the OWNER Project Manager may reject pipe or appurtenances at the manufacturing plant or project site which have cracks, chips, blisters, rough interior or exterior surface, evidence of structural weakness, joint defects, or other imperfections that might in the opinion of the Project Manager contribute to reduced functional capability, accelerated deterioration or reduced structural strength.
- D. The Facility Owner and the Facility Owner's consultant shall have the right to visit and inspect the work at any time. The Facility Owner may also have an Inspector assigned to the project authorized to inspect portions or all of the utility work done and the preparation, fabrication, or manufacture of the materials to be used. The Facility Owner shall be able to advise OWNER Project Manager of any observed discrepancies or potential problems. The cost of these inspections shall be the responsibility of the Facility Owner.
- E. OWNER shall notify the Facility Owner before authorizing any changes or deviations which might affect the Facility Owner's facilities. Contractor shall notify OWNER and Facility Owner a minimum of 24 hours prior to beginning work on utilities.
- F. The Facility Owner shall be notified by OWNER Project Manager when all utility work is complete and ready for final inspection. The Facility Owner shall be invited to attend the final inspection and may provide a corrections list to OWNER Project Manager prior to the final inspection.
- G. The Contractor shall verify the actual location and depth of all utilities prior to construction. All utilities and structures shall be protected during construction. Any damaged facilities shall be repaired or replaced at the Contractor's expense.

#### **670.2 Materials**

All materials provided shall be in conformance with the requirements and standards set forth in The Facility Owner's Standard Specifications, current published edition. All pipeline and appurtenance materials in contact with potable water shall be National Sanitation Foundation (NSF) 61 Certified and part of GDOT QPL list.

Pipes and appurtenances shall comply with Section 1417(a)(1) of the Safe Water Drinking Act as amended in 2011 which prohibits the use of any pipe, any pipe or plumbing fitting or fixture, and solder, or any flux, after June 1986, in the installation or repair of (i) any public water system; or (ii) any plumbing in a residential or non-residential facility providing water for human consumption, that is not lead free as defined in Section 1417(d).

##### **670.2.1 Water Piping systems and Appurtenances**

###### **A. Ductile Iron Pipe and Fittings**

- 1. Ductile iron pipe and fittings shall comply with the Department's Standard specifications, Section 02665 – Watermain Accessories, unless otherwise directed by the Department or meet the latest edition of ANSI/AWWA C150/A21.50 and C151/A21.51 for the class and joint specified with a nominal laying length of 18 (5.5 m) to 20 feet (6 m). Joints for buried ductile iron pipe shall be mechanical or push-on joints. Unless specified otherwise in The Facility Owner's Standard Specifications, ductile iron pipe diameters 12 inch (300 mm) or less shall be minimum Pressure Class 350, while pipe diameters greater than 12 inch (300 mm) shall be minimum Pressure Class 250.
- 2. Ductile iron pipe for the interior of structures and above ground installations shall be flanged. Flanges shall be ductile iron and shall be threaded-on flanges conforming to ANSI/AWWA C115/A21.15 or cast-on flanges conforming to ANSI/AWWA C110/A21.10. The minimum class thickness for ductile iron flanged pipe to be threaded is Class 53.
- 3. Interior surfaces of ductile iron pipe and fittings shall be cement mortar lined in accordance with AWWA C104.

4. Ductile iron shall have an exterior coating as specified in AWWA C151 for ductile iron pipe and AWWA C153/C110 for ductile iron fittings.
5. Buried ductile iron pipe and fittings shall be polyethylene encased at locations indicated on the Plans or as conditions warrant. Polyethylene encasement tubing shall be in accordance with ANSI/AWWA C105/A21.5 and ASTM A674 and shall have a minimum thickness of 8 mils. Polyethylene encasement tubing shall be blue in color to designate potable water.
6. Fittings: Ductile iron fittings shall be epoxy coated and meet the requirements of ANSI/AWWA C153/A21.53 or ANSI/AWWA C110 A21.10 with a minimum pressure rating of 250 psi. Ends shall be restrained mechanical joint. All ductile iron fittings shall bear the NSF approval seal for potable water pipe.
7. Mechanical Joint Fittings: Mechanical joints consisting of bell, socket, gland, gasket, bolts, and nuts shall conform to ANSI/AWWA C111/A21.11.
8. Push-On Joints: Push-on joints shall be designed in accordance with ANSI/AWWA C111/A21.11. Joint lubrication shall be as furnished by the manufacturer.
9. Rubber gasket joints for push-on or mechanical joints shall conform to the requirements of ANSI/AWWA C111/A21.11.
10. Restrained Joints: Restrained joints shall be provided as shown on the Plans and where required for thrust restraint. Restrained joints shall not require field welding or grooves cut into the pipe barrel for restraint. The restraining joints for mechanical joint fittings shall conform to the requirements of ANSI/AWWA C111/A21.11 with assembly in conformance with AWWA C600 and manufacturer's recommendations. Restrained joints for pipe shall be mechanical joints with ductile iron retainer or push-on type joints and shall have a minimum rated working pressure of 250 psi.
11. Mechanical joint retainer glands may be used to restrain mechanical joint pipe and fittings to the plain end of ductile iron pipe and fittings. Restrainer glands shall be manufactured of ductile iron per ASTM A536.
12. Corrosion-resistant bolts used with ductile iron joints shall be high-strength, low-alloy steel as specified in ANSI/AWWAC111/A21.11.
13. Welded Outlets: Welded outlets in ductile iron pipe shall be provided where specified and indicated on the Plans. Outlets shall be fabricated by welding sections of ductile iron pipe manufactured in accordance with ANSI/AWWA C151/A21.51. Welded outlet pipe shall be fabricated only by the pipe manufacturer. The minimum ductile iron pipe thickness for fabrication of welded outlet pipe shall be Thickness Class 53 for 4-inch to 54-inch (100 to 1350 mm) diameter pipe. All joints on welded-on branch outlets shall be provided in accordance with the latest revision of ANSI/AWWA C111/A21.11 and/or ANSI/AWWA C115/A21.15, as applicable. After the outlets are welded together and prior to finishing, the assembly shall be subjected to a 15 psi air test for leakage. The maximum size and laying length of the welded-on branch outlet shall be recommended by the pipe manufacturer and acceptable to the Facility Owner for the field conditions and connecting pipe or valve.

### **B. Polyvinyl Chloride (PVC) Pipe**

1. PVC pipe diameters 4-inch through 12-inch (100 mm to 300 mm) shall meet ANSI/AWWA C900 requirements, and shall be a minimum pipe dimension ratio (DR) 18, Pressure Class 235 psi. PVC pipe diameters 14-inch (350 mm) and greater shall meet ANSI/AWWA C905 requirements, shall be DR 18 minimum, Pressure Class 235 psi. Pipe shall have a bell with an integral wall section with a factory installed, solid cross section elastomeric ring in accordance with ASTM F477.
2. All PVC pipe shall be formulated for sunlight exposure, be blue in color to designate potable water, and bear the NSF approval seal.
3. Joints for 4-inch (100 mm) and larger PVC pipe shall meet the requirements of AWWA C900/C905, latest edition. The rubber gaskets used for the joints shall consist of flexible elastomeric material conforming to ASTM F477.

4. PVC pipe shall have the same outside diameter (OD) as ductile iron pipe and be compatible for use with ductile iron fittings.
5. Fittings for PVC pipe 4 inches (100 mm) and larger shall be ductile iron mechanical joint and comply with the requirements set forth in the specifications for Ductile Iron Pipe and Fittings.
6. Restrained Joints: Restrained joints shall be provided as shown on the Plans and where required for thrust restraint. Restrained joints shall comply with the requirements set forth in the specifications for Ductile Iron Pipe and Fittings.
7. Unless specified otherwise in the Plans or The Facility Owner's Standard Specifications, 2-inch (50 mm) and 3-inch (75 mm) diameter PVC pipe shall conform to the requirements of ASTM D2241 Class 1 120 or 1220 (SDR 21) with a working pressure rating of 200 psi with integral bell gasketed joints. Pipe is to be manufactured to IPS standard pipe equivalent outside diameters.
8. Schedule 80 PVC pipes smaller than 4-inch (100 mm) nominal diameter shall be in accordance with ASTM D1785. Schedule 80 pipe shall have threaded joints. Solvent cemented joints are not allowed for buried pipes. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All threaded joints shall be watertight.
9. Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively.

### **C. Fusible PVC Pipe**

1. Fusible PVC pipe sizes 4-inch (100 mm) to 36-inch (900 mm) shall conform to AWWA C900/C905 as applicable and follow the dimension ratios (DR) set forth in the requirements listed for PVC pipe.
2. Fusible PVC pipe shall be blue in color to designate potable water.
3. Fusible PVC pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.
4. Fusible PVC pipe shall be manufactured in a standard 40-foot nominal length-, or custom lengths as specified.
5. Joints shall be made by butt fusing sections of pipe with manufacturer-approved equipment.
6. Fittings shall be ductile iron mechanical joint and comply with the requirements set forth in the specifications for Ductile Iron Pipe and Fittings.

### **D. High Density Polyethylene (HDPE) Pipe**

1. HDPE pipe sizes 4-inch (100 mm) and larger shall be a PE 4710/3408 high density, extra-high molecular weight polyethylene manufactured from first-quality high density polyethylene resin containing no additives, fillers, or extenders. The HDPE pipe shall have an ASTM D3350 cell classification of PE 445574C, shall meet the requirements of AWWA C906, and shall be sized based upon the ductile iron pipe size (DIPS), outside diameter (OD) sizing system.. The HDPE pipe shall be a minimum DR 11, pressure class 160 psi, and shall bear the NSF approval seal.
2. HDPE pipe shall be blue or marked with a permanent blue stripe to designate potable water.
3. Joints shall be made by butt fusing sections of pipe with manufacturer-approved equipment.
4. Fittings shall be ductile iron mechanical joint meeting the requirements of ANSI/AWWA C110/A21.10 and ANSI/AWWAC111/A21.11.
5. The pipe shall have fusion welded restrainer ring, follower gland, and a 12-inch (300 mm) stainless steel insert for the mechanical joint connection.
6. HDPE water mains shall be properly sized utilizing the inside diameter of the nominal pipe diameter. If during construction HDPE is substituted for other pipe materials, the Contractor shall verify that the inside diameter of the HDPE is the same or larger than the inside diameter of the pipe originally specified.

### **E. Steel Casing Pipe**

1. All materials, design, fabrication, handling, and testing of steel casing pipe shall conform to the requirements of ASTM A139, AWWA C200 and AWWA Manual M11 "Steel Pipe – A Guide for Design and Installation."
2. Steel casing pipe shall be new, smooth-wall, carbon steel pipe conforming to ASTM Specification A139, Grade B with a minimum yield strength of 35,000 psi. Steel casings shall be used with the size, minimum thickness, length, and coating specified on the Plans or The Facility Owner's Standard Specifications.
3. Additional anti-corrosion measures, as specified by the manufacturer or indicated on the Plans, shall be provided at connectors, couplings, rollers, restraints, etc.
4. Unless specified otherwise in the Plans or The Facility Owner's Standard Specifications, casing pipe end seals shall consist of 1/8-inch (6 mm) thick flexible synthetic rubber boot with adjustable stainless steel banding straps. The annular space of the casing shall not be filled with concrete or grout.
5. Casing spacers shall consist of a stainless steel shell, PVC ribbed liner, and non-conducting separators to keep the carrier pipe from touching the casing pipe. Spacers shall be provided at a maximum of 10-foot intervals and within 2 feet (0.6 m) of the end of the casing pipe.

### **F. Pipe Detection Wire**

1. Unless otherwise specified by the Plans or The Facility Owner's Standard Specifications, open cut installations of non-metallic pipe shall include minimum #12 gauge tracing wire. Pipe installed by directional drill shall include two (2) insulated 8 gauge tracer wire. Wire shall be solid copper insulated with HDPE installed along pipe, wrapped around service line stub outs and stubbed into valve boxes for locating purposes. Wire shall be properly spliced to provide continuous conductivity.

### **G. Warning Tape**

1. Water mains shall be installed with polyethylene film warning tape manufactured for marking and identifying underground water utilities. Tape shall be a minimum of 2 inches (50 mm) wide and 4 mils thick, blue in color, with continuously printed letters reading "CAUTION BURIED WATER LINE BELOW".

### **H. Gate Valves**

1. Gate valves 3 inches (80 mm) and larger shall be of the resilient seat type meeting the requirements of AWWA C509 or C515. Valves shall be iron body, bronze trimmed, with non-rising stems, and shall be fusion-bonded epoxy coated per ANSI/AWWA C550. Valves shall have a minimum design working pressure of 200 psi.
2. Valves shall be manually operated by nut and open counter-clockwise unless specified otherwise in the Plans or The Facility Owner's Standard Specifications.
3. The resilient seating arrangement shall provide zero leakage at the design working pressure when installed with line flow in either direction. All ferrous surfaces inside and outside shall have a fusion bonded epoxy coating. All valves shall be provided with O-ring seals. The design and machining of valves shall be such as to permit replacing the O-ring seals in the valves while in service without leakage.
4. All gate valves, when fully opened, shall have an unobstructed waterway diameter equal to or larger than the full nominal diameter of the valve.
5. In general, valves shall be designed for vertical installation. Valves installed in the horizontal position shall be provided with bevel gears, extended gear case, rollers, tracks, and scrapers.
6. Exposed or above-ground gate valves shall be outside screw and yoke (OS&Y) flanged joint type with an operating hand wheel. The face-to-face dimensions and drilling shall conform to ANSI B16.10 for Class 125 flanged joint end gate valves.
7. Valves shall include mechanical joints, bolts, glands, gaskets, and all other materials necessary to join to existing work.

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8. Provide brass identification tag imprinted with “WATER”, valve size, valve type, and direction and number of turns to open. Provide a ¼-inch (8 mm) hole in the brass tag and attach the tag to the end of the locate wire (twist wire around tag). Tag shall be 2-inch (50 mm) diameter and ⅛-inch (6 mm) thick brass with a ¼-inch (8 mm) hole.

### I. Insertion Valve

1. Insertion type valves shall be resilient wedge gate valves designed to be installed into an existing pressurized potable water main without interruption of flow through the pipe and no reduction of line pressure.
  - a. Valve shall be fusion-bonded epoxy coated in compliance with AWWA C550.
  - b. The construction of the resilient wedge shall comply with AWWA C509 requirements.
  - c. The resilient wedge shall be fully encapsulated with EPDM rubber and shall seat on the valve body and not the pipe. The resilient wedge shall be totally independent of the carrier pipe.
  - d. Valve shall be restrained to the pipe.
  - e. Valves shall be suitable for operating pressures up to 250 psi.

### J. Butterfly Valves

1. Butterfly valves shall not be installed in accordance with The Facility Owner’s Standard Specifications.

### K. Ball Valves

1. Ball valves 2-inch (50 mm) and smaller shall be designed for a working pressure of not less than 175 psi. End connection shall be threaded. The body and all parts shall be made in accordance with AWWA C800 and ASTM B62 latest revision.

### L. Tapping Sleeves and Valve Assembly

1. Tapping sleeves and valves sizes 12-inches (100 mm) and smaller shall be ductile iron of the split-sleeve, mechanical joint type. Tapping sleeves for mains larger than 12-inches (100 mm) shall be of all stainless steel construction. Tapping sleeves shall be rated for a minimum of 250 psi working pressure.
2. When tapping an existing asbestos cement pipe, a stainless steel tapping sleeve which contains a full gasketed surface within the sleeve body shall be used due to variances in the manufactured outside diameter of the asbestos cement pipe.
3. Tapping sleeve shall have an outlet flange per ANSI B16.1, Class 125 standard.
4. The Contractor shall determine the outside diameter of the existing main before ordering the sleeve.
5. Tapping valves shall be mechanical joint outlet, non-rising stem, resilient seated gate valves meeting the applicable requirements of ANSI/AWWA C509/C515 and C550 with a minimum design working pressure of 200 psi.
6. Tapping valves shall be specifically designed for pressure tapping with sufficient seat opening to allow full diameter taps to be made.
7. Tapping valves shall be manufactured with an integral tapping flange having a raised lip design.
8. Tapping valves shall be furnished with a combination flange and mechanical joint for connecting the branch to the main.
9. Tapping sleeves and valves shall be in accordance with The Facility Owner’s Standards Specifications.

### M. Valve Boxes

1. All valves shall be equipped with valve boxes. The valve boxes shall be heavy, roadway type boxes. The valve box cover shall be marked “WATER VALVE” or “WATER”.
2. Valve box materials shall conform to the requirements and standards set forth in the Facility Owner’s Standard Specifications, current published edition.
3. The valve boxes shall be adjustable up or down from the nominal required cover over the pipe. Extensions shall be provided as necessary. A precast concrete ring shall be placed around the valve box opening when outside of paved areas.

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4. Valves shall be furnished with extension stems as necessary to bring the operating nut to within 24 inches (600 mm) minimum of the top of the valve box.

### **N. Service Connection Assemblies**

1. Water service connections and plumbing should conform to the standards set forth in The Facility Owner's Standard Specifications and relevant local and/or state plumbing codes or to the Standard Plumbing Code as applicable within the jurisdiction in which the system is located.
2. Service connection assemblies shall be provided for all new service line connections to existing meters. Existing service lines indicated for replacement shall be replaced with new materials from the water main to the existing or new water meter.
3. Service connection assemblies shall include:
  - a. Service saddle
  - b. Corporation stop
  - c. Service line
  - d. Fittings
  - e. Curb stop
  - f. Water meter box
  - g. Water meter (separate Pay Item for new service connections)

### **O. Service Saddles**

1. Service saddles shall have ductile iron or bronze body with stainless steel epoxy coated double tie straps and nuts with pressure rating not less than that of the pipe to which it is to be connected.
2. Saddles shall have a rubber gasket cemented to the body, with compatible threading between the saddle and corporation stop. Saddles shall conform to ANSI/AWWA C800 standards.
3. The service saddle shall provide full support around the circumference of the pipe, providing a bearing area of sufficient width so that pipe will not distort when the saddle is tightened.

### **P. Water Service Pipe**

1. Polyethylene (PE) pipe for water service lines shall conform to AWWA C901 and ASTM D-2737 and shall be 200 psi pipe, SDR 9 for copper tube size (CTS). Polyethylene extrusion compound from which the polyethylene pipe is extruded shall comply with applicable requirements for PE 3408 ultra-high molecular weight polyethylene plastic material as specified in AWWA C901.
2. Marking on the PE service pipe shall include the nominal pipe or tubing size, the type of plastic material, the standard thermoplastic pipe dimension ratio or the pressure rating in psi, the ASTM designation with which the pipe complies, and manufacturer's name or trade mark and code. It shall also include the NSF seal of approval for use with potable water.
3. Copper tubing for water service lines shall be seamless and shall conform to ANSI/AWWA C800 and ASTM B88, Type K soft, suitable for potable water use in accordance with the Facility Owner's Standard Specifications.
4. Water service line fittings shall be in accordance with the Facility Owner's Standard Specifications.

### **Q. Corporation and Curb Stops**

1. Corporation stops, curb stops, and other appurtenances for plastic or copper service lines shall meet the requirements of ASTM B62 and AWWA C800.
2. Corporation and curb stops shall be in accordance with the Facility Owner's Standard Specifications.

### **R. Water Meters**

1. Water meters shall conform to the requirements and standards set forth in The Facility Owner's Standard Specifications.

### **S. Meter Boxes**

1. Water meter boxes shall be high density reinforced plastic body with one piece cast iron lid with lettering “WATER METER” on cover unless otherwise indicated on the Plans. Recessed hole shall be included in lid, if required by Facility Owner for electronic reading capability. Provide box of size and height appropriate to installation of meter and accessories required. Meter and curb stop shall be fully encased by the meter box.

### **T. Concrete Vault**

1. Concrete vaults shall conform to the requirements and standards set forth in The Facility Owner’s Standard Specifications and standard details.

### **U. Air Release Valve Assembly**

1. Air release, air/vacuum valves, and combination air valves shall be suitable for use with potable water systems and manufactured in compliance with ANSI/AWWA C512.
2. Air release valves shall have a small venting orifice to vent the accumulation of air and other gases in the line or system under pressure.
3. Air/vacuum valves shall have a large venting orifice to permit the release of air as the line is filling or relieve the vacuum as the line is draining or is under negative pressure.
4. Combination air valves shall have operating features of both the air/vacuum valve and air release valve.
5. Valves shall be suitable for pressures up to 250 psi.
6. Air release, air/vacuum valves, and combination air valves shall conform to the requirements set forth in The Facility Owner’s Standard Specifications and standard details.

### **V. Fire Hydrant Assembly**

1. Fire hydrants shall be the compressive, post style, dry barrel type, and shall conform to the requirements of ANSI/AWWA C502 and local code requirements. The valve opening shall not be less than 4½-inch (115 mm). All hydrants shall be complete including joint assemblies.
2. Hydrants shall be suitable for working pressure of 150 psi and shall be hydrostatically factory tested to 300 psi.
3. All working parts, including the seat ring, shall be removable through the top without excavating or disturbing the barrel of the hydrant.
4. Hydrants shall be constructed with a lubricant chamber which encloses the operating threads and which provides automatic lubrication of the threads and bearing surfaces each time the hydrant is operated. This assembly shall be comprised of a top O-ring serving as a dirt and moisture barrier and a lower O-ring which will serve as a pressure seal.
5. Hydrants shall include two 2½-inch (65 mm) hose nozzles and one 4½-inch (115 mm) pumper connection with National Standard Fire Hose Threads unless specified otherwise in the Plans or The Facility Owner’s Standard Specifications. Hydrant threads shall comply with the specifications of the local agency providing fire service.
6. Hydrant nozzle shall be constructed to face in any direction at any time by removing the safety flange bolts and revolving the head without digging or shutting off water.
7. Hydrants shall have pentagon operating nut measuring 1½-inch (40 mm) point to flat and shall open by turning counter-clockwise.
8. Hydrant shall have a safety-type vertical barrel with a minimum 3½-foot bury and be designed with safety flange and/or bolts to protect the barrel and stem from damage, eliminate flooding, and allow rapid replacement if hydrant is struck. All risers necessary for deeper bury applications shall be provided by the hydrant manufacturer.
9. Hydrants shall include positive, automatic drain valves which shall be fully closed when the main valve is open.
10. Bottom inlet of hydrant shall be provided with mechanical joint connection complete with accessories as specified and shall be 6-inch (150 mm) nominal diameter.
11. Fire hydrant shall be painted above ground with rust inhibiting enamel paint in accordance with the Facility Owners

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### Standard Specifications.

12. Hydrant assemblies shall be restrained from the hydrant to the tee at the main.

#### **W. Backflow Prevention Devices**

1. Backflow prevention devices shall be installed where indicated on the Plans and shall meet all applicable AWWA, State, and local code/ordinance requirements.

#### **X. Thrust Collars and Thrust Blocks**

1. Concrete used for thrust collars or thrust blocks shall meet the “Class A” requirements for concrete listed in Section 500.
2. Thrust collars shall include welded-on collars attached by the pipe manufacturer or retainer glands. Concrete shall be poured continuous around the pipe and bear against undisturbed earth.
3. Reinforcing steel shall meet the requirements set forth in the Plans or The Facility Owner’s Standard Specification.
4. Mechanical joint restraints shall be utilized in lieu of thrust blocks with the approval of Facility Owner.

#### **Y. Manholes**

1. Precast reinforced manholes shall be manufactured in accordance with ASTM C478 and shall have a minimum wall thickness of 5 inches (127 mm). All concrete shall have a minimum compressive strength of 4,000 psi when tested in accordance with ASTM C478.
2. Joints between precast sections shall be sealed by means of rubber O-ring gaskets or flexible butyl rubber sealant.
3. Non-shrinking grout or a flexible seal shall be used to seal the pipe penetrations and prevent water from entering the manhole.
4. Manhole rings and cover shall be per The Facility Owner’s Standard Specifications and standard details.

### **670.2.2 Delivery, Storage, and Handling**

- A. Handling of pipe, fittings, valves and accessories shall be in accordance with the Department’s Standard Specifications
- B. Handle pipe, fittings, valves, and accessories carefully to prevent damage. Handle pipe by rolling on skids, forklift, or front end loader. Do not use material damaged in handling. Slings, hooks, or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior coatings or internal lining of the pipe. Do not use chains in handling pipe, fittings, or appurtenances.
- C. To unload pipe, carefully lift and lower it into position using approved padded slings, hooks, or clamps. Furnish equipment and facilities for unloading, handling, distributing, and storing pipe, fittings, valves, and accessories. Make equipment available at all times for use in unloading. Do not roll, drop or dump materials. Any materials dropped or dumped shall be subject to rejection without additional justification.
- D. Stored materials including salvaged materials shall be kept in suitable areas safe from damage. The interior of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times. Store and support plastic pipe to prevent sagging and bending. Store plastic pipe and gaskets to prevent exposure to direct sunlight. Valves and hydrants shall be stored and protected from damage by freezing.
- E. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete.

### **670.3 Construction Requirements**

#### **670.3.1 Personnel**

- A. General Provisions 101 through 150.
- B. Construction and installation of all water utilities shall be performed by a Contractor prequalified/registered with Facility Owner.
- C. All work specified in this section, except for water system service line installation shall be performed by a Contractor with a valid Utility Contractor’s license issued by the State of Georgia. Water service line installation shall be performed by either a Utility Contractor licensed in the State of Georgia or by a Master Plumber licensed in the State of Georgia.

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### 670.3.2 Equipment

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A. Ensure all equipment used is in conformance with the requirements and standards set forth in The Facility Owner's Standard Specifications, current published edition.

### 670.3.3 Preparation

General Provisions 101 through 150.

### 670.3.4 Fabrication

General Provisions 101 through 150.

### 670.3.5 Construction

#### A. Finding Existing Underground Utilities and Obstructions

1. Comply with Subsection 107.13 and Subsection 107.21.
2. According to the best information available to OWNER, all known water lines, sewer lines, gas lines, telephone conduits, drainage structures, etc. are shown on the Plans. However, to find such installations, use an electronic pipe and cable finder in locating existing installations or obstructions to the work.
3. When unforeseen conflicts require Plan changes, perform the work as altered according to Subsection 104.03 and Subsection 104.04.
4. Follow all Facility Owner customer notification requirements and obtain approval from the Facility Owner and OWNER Project Manager prior to disrupting any existing water services as required to install the water facilities shown on the Plans.

#### B. Jack and Bore

Comply with Section 615 for water main installations by jack and bore.

#### C. Directional Drilling

1. Install water mains and services by means of directional drilling at locations shown on the Plans or where approved by OWNER or Facility Owner. Provide submittals and follow all relevant procedures and requirements set forth in The Facility Owner's Standard Specifications.
2. The Contractor shall not initiate horizontal directional drilling until all submittals are received, reviewed, and accepted by OWNER and the Facility Owner, and all required permits are obtained.
3. The Contractor shall select drilling additives and fluid mixture proportions to ensure continuous circulation, bore stability, reduce drag on the pipe, and completely fill the annular space between the bore and the pipe to ensure stability and control settlement.
4. The Contractor shall submit contingency plans for remediation of potential problems that may be encountered during the drilling operations. The contingency plans shall address the observations that would lead to the discovery of the problem and the methods that would be used to mitigate the problem. Potential problems that shall be addressed include:
  - a. Loss of returns/loss of circulation of drilling fluid.
  - b. Encountering obstruction during pilot bore or reaming/pullback.
  - c. Drill pipe or product pipe cannot be advanced.
  - d. Deviations from design line and grade exceed allowable tolerances.
  - e. Drill pipe or product pipe broken off in borehole.
  - f. Product pipe collapse or excessive deformation occurs
  - g. Utility strike.
  - h. Hydrolock occurs or is suspected.
  - i. Excessive ground settlement or heave of ground surface or existing utilities.
  - j. Inadvertent returns / hydrofracture or surface spills resulting in drilling fluids entering water or reaching the surface.

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5. Pipe damaged in directional drilling operations shall be removed and replaced at no additional expense to OWNER or the Facility Owner.
  6. Voids developed or encountered during the installation operation shall be pressure grouted with a grout mix approved by OWNER.
  7. Installation shall include a locatable conduit system, with identification markers on each side of OWNER right-of-way where applicable. Two (2) insulated 8 gauge solid copper tracers wire shall be attached to the leading end of the pipe pulling head and shall extend the full length of the installed pipe.
  8. The location and alignment of the pilot drill progress shall be continuously monitored for compliance with the proposed installation alignment and for verification of the depth of the bore. Monitoring shall be accomplished by computer generated bore logs which map the bore path based on x, y, z coordinate information provided by the locating/tracking system. Readings or plots shall be obtained on every drill rod, and shall be provided to the Inspector on a daily basis. Deviations between the recorded and design bore path shall be calculated and reported on the daily log. If the deviations exceed tolerances specified elsewhere, such occurrences shall be reported immediately to OWNER. The Contractor shall undertake all necessary measures to correct deviations and return to design line and grade.
  9. Upon completion of the directional drill the Contractor shall furnish OWNER and the Facility Owner an as-built drawing along with a report of the monitoring of the drilling fluids during the pilot hole and back reamed hole.
  10. Drilling fluid pressures, flow rates, viscosity, and density shall be monitored and recorded by the Contractor. The pressures shall be monitored at the pump. These measurements shall be included in daily logs submitted to OWNER. The Contractor shall document modifications to the drilling fluids, by noting the types and quantities of drilling fluid additives and the dates and times when introduced. The reason for the addition of drilling fluid additives or other modifications shall be documented and reported.
  11. Management and disposal of drilling fluids shall be the Contractor's responsibility. Excess drilling fluids shall be contained at the entry and exit points until recycled or removed from the site. All drilling fluids shall be disposed of in a manner acceptable to the appropriate local, state and federal regulations. The Contractor's work will be immediately suspended by OWNER whenever drilling fluids seep to the surface other than in the boring entrance or exit pit, or when a paved surface is displaced.
  12. Surfaces damaged by the work shall be restored to their preconstruction conditions at no additional cost to OWNER or Facility Owner, and with no increase in contract time.
  13. The following items shall be as shown on the Plans, unless otherwise approved in writing by OWNER:
    - a. Entry / exit points
    - b. Drill entry / exit angles
    - c. Pilot bore path
      - 1) Radius of Curvature
      - 2) Entry / exit tolerances: Contractor shall be solely responsible for all work necessary to correct excessive deviations from line and grade, including re-drilling, redesigning connections, and acquiring additional easement, at no additional cost to OWNER or Facility Owner and without schedule extension.
  14. The pilot bore shall be pre-reamed and reamed using equipment and methods submitted by the Contractor. The Contractor shall completely ream the bore to the final diameter prior to pullback.
  15. Pullback: The pipe shall be installed by pulling it into the reamed bore path in a continuous operation, behind a final reaming tool selected by the Contractor. The pipe shall be isolated from excessive torsional and axial stresses by a swivel device with a pre-established breakaway tensile capacity that is lower than the allowable tensile strength of the pipe. The maximum pull (axial tension force) exerted on the pipelines shall be measured continuously and limited to the maximum allowed by the pipe manufacturer with an appropriate factor of safety so that the pipe or joints are not overstressed. The end of the pipe shall be closed during the pull back operation.
  16. Pipelines shall be adequately supported during installation so as to prevent overstressing or buckling. The Contractor
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shall provide adequate support/rollers along the pipe layout area to support the required length of pipe for the bore.

The pipe layout area shall be cleared of all large stones, construction debris, or other foreign objects that could damage the pipe during pullback. The Contractor shall monitor and inspect pipe rollers and method for suspending pipe at entry during the pullback operation to avoid damage to the pipe.

17. The end of the pipe shall be closed during the pull back operation.
18. Each length of pipe shall be inspected and cleaned as necessary to be free of debris immediately before joining.
19. The Contractor shall at all times handle the pipe in a manner that does not overstress or otherwise damage the pipe. Vertical and horizontal curves shall be limited so that wall stresses do not exceed 50% of yield stress for flexural bending of the pipe. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the Contractor at his expense. The Contractor shall take appropriate steps during pullback to ensure that the pipe and tracer wires will be installed without damage.
20. If necessary, the pipe shall have water added as it enters the bore to achieve neutral buoyancy and reduce pullback loads and to ensure that adequate internal pressure is maintained at all points to counter balance collapse pressures.
21. The Contractor shall cease pullback operations if the pipe is damaged and shall remove the pipe from the bore and repair the pipe using the manufacturer's recommended procedure or replace the damaged pipe before resuming installation.
22. Damage to the pipe resulting from manufacturer defects, installation, or grouting is the responsibility of the Contractor, including costs for replacement and labor and materials. To confirm no damage to the pipe, upon completion of pull back, the Contractor shall pull a sphere or pig through the entire length of the pipeline. The pig shall be one inch less in diameter than the internal diameter of the product pipe, capable of allowing water to pass through it, complete with a pulling cable on either side. If the pig or sphere cannot pass through the pipe, it shall be considered collapsed and damaged.
23. After the carrier pipe is completely pulled through the bore, a sufficient relaxation period as recommended by the pipe manufacturer shall be provided before the final pipe tie-in.
24. The Contractor shall conduct a final hydrostatic test of the installed pipeline. Final test shall be in accordance with these specifications. The Contractor shall repair any defects discovered during this test, and repeat until the pipe passes the test.

### D. Excavating Trenches

1. The Contractor shall provide all necessary shoring and bracing materials as required to assure safe working conditions and to protect the excavations. The Contractor shall be required to fully comply with all applicable OSHA Excavation Safety Standards. No separate payment shall be made for any special procedure used in connection with the excavation.
2. Excavate trenches to the proper depth and width as follows:
  - a. Trench to Grade: Excavated trench bottoms shall be firm, free from boulders, and conform to the established grade. Limit open trench excavation to a maximum of three 300 feet (90 m) ahead of completed backfill.
  - b. Care shall be taken not to over excavate except where necessary to remove unstable material, irregularities, lumps, rock, and projections. Unnecessary over excavation shall be replaced at the Contractor's sole expense and in accordance with Subsection 670.3.05.
  - c. Excavation carried below the established grade lines shown or established by the Facility Owner shall be backfilled according to Section 207 and Subsection 670.3.05. Use Class I or Class II Soils (defined in Section 810) and firmly compact the soil.
  - d. Where the established grade of a trench is in rock, undercut the bottom of the trench by at least 6 inches (150 mm) beneath the pipe or conduit and the greater of 24 inches (600 mm) wider than the pipe/conduit (12 inches or 300 mm each side) or 42 inches (1050 mm) wide, then backfill and compact according to



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- e. Excavation in pavement and pavement patching shall be according to GA Standard No. 1401. Remove the pavement according to Section 444, except no separate payment shall be made for sawed joints.
  - f. Dewatering: Remove all water from excavations and maintain the excavations free of water while construction therein is in progress. Provide dewatering equipment as necessary to conform to this requirement. Dewatering procedures must meet all state and local regulatory requirements.
3. Minimum Trench Depth
- a. Excavate trenches to provide at least 48 inches (1.2 m) cover depth directly above the pipe to the finished pavement surface, sidewalk, grass, etc. unless indicated otherwise on the Plans or by the Facility Owner and OWNER Project Manager. In order to avoid existing utilities, it may be necessary for the pipe to be laid or deeper than the minimum cover specified. At such time the Contractor shall not be allowed extra compensation for additional excavation necessary for deeper installations.
  - b. Side slopes of the trenches shall be as nearly vertical as practicable. Trenches in excess of 5 feet (1.5 m) deep shall either have the trench sides laid back to conform to OSHA requirements for trench safety, if such area is available within the limits of excavation, or, alternatively, trenches deeper than 5 feet (1.5 m) shall be excavated via trench box or shored and braced.
  - c. If any part of a water main is to be placed in or under a new embankment, finish the embankment to at least a 2-foot plane above the outermost portion of the pipe barrel before excavating the trench.
4. Trench Width: Excavate trenches to uniform widths wide enough to allow proper installation of pipe, fittings, and other materials, a minimum of 6 inches (150 mm) and a maximum of 12 inches (300 mm) each side of the pipe or conduit.
5. Trench Bell Holes: Excavate bell holes deeply and widely enough to make joints and to allow the pipe barrel to rest firmly on the trench bottom.
6. Trench bottom: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduits. Shape subgrade to provide continuous support of bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits/pipes. Remove projecting stones, tree roots, debris, and sharp objects along trench subgrade. Abrupt changes in grade of the trench bottom shall be avoided. Unless otherwise indicated in the Plans or The Facility Owner's Standard Specifications, trenches for water mains shall be graded as much as possible to avoid high and low points that necessitate air release valves.
7. Excavations may be completed and refilled either by hand or by machinery. Hand tool excavation shall be conducted where necessary to protect existing utilities and structures.
8. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the Plans, the Facility Owner and OWNER Project Manager shall be notified. Such material shall be removed and replaced with suitable material in accordance with Section 205 by the written request of the OWNER Manager.

### **E. Connecting to Existing Mains**

1. Connect to an existing main with the appropriate fittings according to the Plans or the Facility Owner and OWNER Project Manager. When making connections under pressure, (i.e. when normal water service must be maintained), furnish and use a tapping sleeve and valve assembly or line stop fittings as indicated. Coordinate with Facility Owner 72 hours in advance for water service interruptions and temporary shut-offs. Evening or weekend work may be required to complete direct connections and tie-ins. Connect to existing mains as follows:
  - a. Before opening new pipeline trenches, locate the various points of connection to be made into existing pipelines. If necessary, uncover pipelines for the Facility Owner and OWNER Project Coordinators to prescribe the connections and fittings needed.
  - b. Connect to existing pipelines only to meet operating requirements. Cut existing lines only after obtaining the Facility Owner and OWNER Project Manager's permission.
  - c. Provide temporary line stops, associated fittings, and bypass pumping as indicated on the Plans and as necessary when cutting and plugging existing water mains to prevent service interruptions. Line stop and associated fittings shall be suitable for working pressures of 250 psi.

- d. Connections to existing asbestos cement pipe shall be installed as indicated on the Plans or in The Facility Owner's Standard Specifications. Cutting, removing, handling, and disposing of asbestos cement pipe shall be in accordance with requirements established by EPA, OSHA, GDOT, NIOSH, and the State of Georgia Environmental Protection Division, and any other applicable laws and ordinances.

### F. Laying Water Mains and Appurtenances

#### 1. Preparing and Handling Pipes

- a. Thoroughly clean the pipe and fittings before laying them. Keep them clean until accepted.
- b. Use suitable tools and equipment. Do not damage the pipe, especially the cement lining inside the pipe.
- c. Cut pipe in a manner to avoid damage to pipe or lining, leaving a smooth end at right angles to pipe axis. Smooth and bevel edges of cut pipe for push-on, gasket type joints.
- d. Bedding shall be provided as specified by the Facility Owner or pipe manufacturer for the type of conditions encountered. Bedding typically consists of granular soil free of lumps, clods, cobbles, and frozen materials, and shall be graded to a firm-but-yielding surface without abrupt changes in bearing value. Unstable soils and rock ledges shall be undercut from the bedding zone and replaced with suitable material.
- e. Bed pipe on coarse granular material in flat bottom trench with entire pipe barrel bearing uniformly on coarse granular material, except for an approximately 18-inch (450 mm) gap at pipe balance point for sling removal. Hand excavate and backfill as required to provide uniform and continuous bearing and support for the pipe. Do not support pipe on hubs or end bells. Consolidate coarse granular material under and around pipe up to pipe centerline by tamping.
- f. Join pipe with bells facing direction in which laying operation is progressing. Lay pipe upgrade wherever line grade exceeds 10%.
- g. Carefully examine pipe for cracks and other defects and do not lay defective pipe. If pipe or castings appear to be cracked, broken, or defective after laying, remove and replace those sections.

#### 2. Alignment and Gradient

- a. Pipe alignment and gradient shall conform to the Plans. Deflect pipe lines only where indicated on the Plans, within allowable horizontal and vertical deflection angles according to the manufacturer.
- b. Water mains shall be laid at least 10 feet (3 m) horizontally from any existing or proposed sanitary sewer, storm sewer or sewer manhole. The distance shall be measured edge-to-edge. When local conditions prevent a horizontal separation of 10 feet (3 m), the water main may, on a case-by-case basis, be laid closer to a sewer provided the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the water main is at least 18 inches (450 mm) above the top of the sewer.
- c. Maintain a vertical separation of at least 18 inches (450 mm) between the crown of sanitary sewers and the invert of existing or proposed water mains with the sewer located below the water main. Where a vertical separation of 18 inches (450 mm) cannot be provided, and the water main cannot be relocated to provide adequate clearance, center one full length of water main over the sewer so that both joints of the water main will be as far from the sewer as possible.
- d. The water main, when installed below the sewer, shall be encased in concrete with a minimum six (6) inch concrete depth, to the first joint in each direction.

#### 3. Special Requirements for Laying Water Mains

- a. Excavate, clean, lay, joint, and backfill progressively and uniformly according to these requirements:
  - 1) Never leave pipe in the trench overnight without completely jointing and capping.
  - 2) Do not leave completed pipeline exposed in the trench. Backfill and compact the trench as soon as possible after laying, jointing, and testing are complete.
  - 3) At the close of work each day and when laying pipe, close the exposed end of the pipeline in the trench with an approved wood or metal head or barrier.

- 4) If necessary to cover the end of an incomplete pipeline with backfill, close the end of the pipe with a satisfactory cap or plug in accordance with the Facility Owner's Standard Specifications.

### **G. Installing Water Mains by Open Cut**

1. Use the following flexible joints for connections inside the roadway shoulders or curbs and gutters:
  - a. Mechanical Joints:
    - 1) When using mechanical joints, thoroughly wash bell sockets, spigots, gland, gasket, nuts, and bolts with soapy water before assembly. Keep these parts wet until the jointing operation is complete.
    - 2) Tighten nuts within the torque range recommended by the manufacturer. Check the tightening tolerance with a torque wrench.
    - 3) If effective sealing is not attained at the maximum recommended torque, disassemble, thoroughly clean, then reassemble the joint.
    - 4) Do not overstress bolts to compensate for improper installation or defective parts.
  - b. Push-On Type Joints
    - 1) Use push-on joints made according to the manufacturer's recommendations.
    - 2) Install PVC pipe in accordance with AWWA C605.
    - 3) Install ductile iron pipe in accordance with AWWA C600.
2. Restraints for pipe joints and fittings shall be provided as specified and as shown on the Plans. Restraints shall be installed per manufacturer's recommendations.
3. Buried ductile iron pipe and fittings shall be polyethylene encased as specified and as indicated on the Plans. Polyethylene encasement tubing shall be secured with polyethylene tape and installed in accordance with ANSI/AWWAC105/A21.5.
4. Detection tape shall be composed of a solid aluminum foil encased in a protective plastic jacket. Tapes shall be color coded in accordance with APWA color codes with the following legends: Water Systems, Safety Precaution Blue, and "Caution Water Line Buried Below". Colors may be solid or striped. Tape shall be permanently printed with no surface printing allowed. Tape width shall be a minimum of two (2) inches when buried less than ten (10) inches below the surface. Tape width shall be a minimum of three (3) inches when buried greater than ten (10) inches and less than twenty (20) inches. Detection tape shall be equal to Lineguard Type III Detectable or Allen Systems Detectatape. After backfilling is complete, test electrical continuity of each tracer wire segment and provide test results to Facility Owner and OWNER Project Coordinators.
5. Install continuous underground warning tape during backfilling of trench for underground water distribution piping. Install 12 inches (300 mm) below finished grade, or 6 inches (150 mm) below subgrade under pavements and walkways, and buried directly over piping.
6. Use pipe cutters when cutting pipe or special castings. Do not use a hammer, chisel, or a cutting torch.
7. Locations where water mains do not meet minimum depth of cover requirements shall include a steel casing or concrete encasement installed per The Facility Owner's Standard Specifications.
8. If HDPE pipe is to be installed where high groundwater table or water surrounding the pipe is expected, precautions shall be taken to provide neutral buoyancy to prevent floatation or a change in alignment.
9. Isolation Valves on Water Mains: Install and joint gate and butterfly valves as specified in [Subsection 670.2.01](#) in accordance with AWWA C600. Include the valve box and valve marker where required.
10. Air release valves shall be located at high elevation points on the pipeline. Air release valves shall be installed at locations indicated in the Plans and in accordance with manufacturer's recommendations.
  - a. Air release valves shall be installed in a shallow manhole or vault as indicated in the Plans and The Facility Owner's Standard Specifications. Automatic air relief valves shall not be used in areas where flooding of the manhole or vault may occur.
  - b. An isolation valve shall be installed between the air release assembly and the connection to the main.

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- c. The Contractor shall furnish and install at no additional cost to OWNER or Facility Owner all necessary fittings for the installation of air release valves at high points.
11. Pressure reducing/sustaining valves of the size and type indicated shall be installed as shown on the Plans per manufacturer's recommendations and The Facility Owner's Standard Specifications.
12. Fire Hydrants: Install and joint hydrants as specified in Subsection 670.2.01 and in accordance with AWWA C600 and the Facility Owner's Standard Specifications. Include required vertical extension sections. Also, include pipe strap installation, restraints, crushed stone drain, and backfill according to the Plans and this Section. Spacing of fire hydrants shall be as indicated in The Facility Owner's Standard Specifications.
13. Concrete Thrust Collars and Thrust Blocks: If required, furnish materials and install thrust collars or concrete blocking according to Subsection 670.2.01. Form and pour concrete thrust collars or blocks in accordance with the Plans and The Facility Owner's Standard Specifications. Blocking shall be poured against undisturbed earth and all forms shall be removed before backfilling.
14. Backfilling
  - a. Furnish equipment, labor, and when necessary material required for backfilling the pipe line trenches according to Section 207, and as follows:
    - 1) When testing for visual leaks in open trenches, do not backfill until testing is complete and leaks are eliminated.
    - 2) When retaining pavement adjacent to trenches, replace removed pavement with the same or better material when approved in accordance with the appropriate Section for the pavement type replaced.
    - 3) Place backfill on subgrades free of mud, frost, snow, or ice.
    - 4) Place and compact bedding course on trench bottoms and where indicated. Shape the bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits/pipes.
    - 5) Backfill shall include Class I or Class II Soils as defined in Section 810 or suitable material that conforms with The Facility Owner's Standard Specifications.
    - 6) Backfill shall be placed in two stages: first, side fill to a height of 12 inches (300 mm) above the top of pipe; second, overfill to former surface grade. Side fill shall consist of granular material laid in 6-inch (150 mm) layers each consolidated by mechanical tamping and controlled addition of moisture, to a density of 95% as determined by as determined by the Standard Proctor test (AASHTO T-99 Method D) or GDT 67. Overfill shall be layered and consolidated to match the entrenched material in cohesion and compaction. The top 12 inches (300 mm) shall be compacted to 100% of specified density. Consolidation by saturation or ponding shall not be permitted.
    - 7) Soil Moisture Control: Uniformly moisten and aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2% of optimum moisture content. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2% and is too wet to compact to specified dry unit weight.
    - 8) Initial backfill shall be carefully compacted under pipe haunches and evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Place and compact fill and backfill of satisfactory soil to final subgrade elevation. Backfill voids with satisfactory soil while removing shoring and bracing and/or trench boxes.
    - 9) After backfilling, maintain temporary surface restoration per GA Standard No. 1401 until permanent repaving is complete. No separate payment shall be made for replaced pavement.
15. Disinfection of Water Mains
  - a. New and existing pipelines and appurtenances shall be disinfected before placing into service. Disinfection shall be in accordance with the Facility Owner's Standard Specifications.

- b. Before the main is chlorinated, it shall be filled to eliminate air pockets and shall be flushed to remove particulates.
- c. During disinfection of the water mains, an appropriate cross-connection control device, consistent with the degree of hazard, shall be provided for backflow protection of the active distribution system.
- d. Chlorination: Sterilize using only potable water with calcium hypochlorite (HTH), 1% chlorine solution, or other products acceptable to the Facility Owner and OWNER Project Manager and Department of Public Health. Comply with AWWA C651 including Section 9 procedures on final connections to existing mains.
  - 1) The chlorine solution used for disinfection of water mains shall have a free chlorine residual concentration not less than 25 mg/L or in accordance with The Facility Owner's Standard Specifications.
  - 2) Add enough disinfectant to provide a chlorine residual of not less than 10 parts per million (ppm) in 24 hours or as required in The Facility Owner's Standard Specifications. All valves and hydrants shall be operated to ensure disinfection of the appurtenances.
  - 3) At the end of 24 hours, check the chlorine residual. If it is less than 10 ppm, add additional chlorine and check the line again after 24 hours.
- e. After the applicable retention period, the chlorinated water must not be disposed in a manner that will harm the environment. Neutralizing chemicals, such as Sulfur Dioxide, Sodium Bisulfite, Sodium Sulfite or Sodium Thiosulfate can be used to neutralize the chlorine residual remaining in the water to be wasted.
- f. After sterilization, flush the line with potable water until the chlorine residual is equal to the existing system.
  - 1) After final flushing and before the water main is placed into service, water samples shall be collected from the main and tested for microbiological quality in accordance with the Georgia Rules for Safe Drinking Water. Samples shall be taken in the presence of the Facility Owner and OWNER Project Manager.
  - 2) When test results are not satisfactory, the pipeline shall be flushed and disinfected again as necessary without additional compensation until satisfactory results are obtained.

### **H. Laying Service Lines and Appurtenances**

1. Except as modified in this Section, construct and install service connection assemblies and lines according to the Plans and the requirements for laying water mains. Install service lines at locations shown on the Plans or where designated by the Facility Owner and OWNER Project Manager.
2. Install new pipe from the water main to the final location of the meter or to points designated by the Facility Owner and OWNER Project Manager to connect with existing or future service lines on abutting property.
3. No water service connections shall be performed until the main is tested and disinfected. Water service lines shall be tested and disinfected prior to connection to the main.
4. If required, install water service line inside casing pipe according to the Plans or The Facility Owner's specification document.
5. At roads, paved drives, retaining walls, and other paved areas, install service tubing or casing pipe by pushing, pulling, or augering techniques. At all other locations, install service tubing by trenching and backfilling unless directed otherwise by OWNER or the Facility Owner.
6. Service line installation includes all connections using saddles, unions, valves, fittings, corporation stops, curb stops, casing, and any and all appurtenant work required to provide a complete water service connection.
7. Excavate for service lines as specified in Subsection 670.3.05 with the following exceptions:
  - a. Ensure that trenches under pavements and across driveways are deep enough to provide at least 48 in (1.2 m) of cover, unless otherwise specified by The Facility Owner's Standard Specifications or directed by the Facility Owner and OWNER Project Manager.
  - b. At other areas, trench depth and backfill cover may be adjusted at the discretion of the Facility Owner and OWNER Project Manager to provide at least 18 in (450 mm) of cover.

8. Backfill service lines as specified in Subsection 670.3.05.
9. All service lines, fittings, and appurtenances necessary for the water service connections shall be installed and backfilled in accordance with the manufacturer's recommendations and as per The Facility Owner's Standard Specifications and standard details.

### **I. Cutting and Capping Existing Water Mains**

1. Disconnect by sawing or cutting and removing a segment of existing pipe where cutting and capping or plugging is shown on the Plans or directed by the Facility Owner or OWNER Project Manager. Provide a watertight pipe cap or plug and restraint mechanism to seal off existing mains indicated to remain in service. If water main is to be abandoned or removed and not specified to be grout filled, seal ends with a pipe cap or plug or with a masonry plug and minimum 6-inch (150 mm) cover of concrete on all sides around the end of the pipe.
2. The Contractor shall be responsible for uncovering and verifying the size and material of the existing main to be capped or plugged.
3. Abandoned manholes and water mains greater than 6-inch (150 mm) shall be filled with flowable fill per Section 600 at the locations indicated on the Plans. Air release valves and water service connections along the abandoned main shall be plugged prior to grouting. Prior to backfilling, the bottom of the manhole shall be broken up in such a manner that water will readily pass through. The top portion of the manhole structure shall be removed in order to establish a minimum of 3 feet cover from subgrade or finished grade when not under the pavement and filled with sand or suitable backfill.
4. Water mains shall be flushed prior to placement of flowable fill. Use concrete or grout pumps capable of continuous delivery at planned placement rate with sufficient pressure to overcome friction and fill the sewer main.

### **J. Relocating, Adjusting, and Removing**

1. Fire Hydrant Assemblies
  - a. Relocate, adjust to grade, or remove fire hydrant assemblies including valve and valve boxes according to the Plans or as designated by the Facility Owner and OWNER Project Manager.
  - b. Protect items during removal and relocation. Replace lost or damaged Items at no expense to OWNER or the Facility Owner.
  - c. Disconnect each joint before removing items from the trench.
  - d. Install relocated fire hydrant assemblies with tapping sleeve, and as specified herein for new fire hydrant assemblies.
  - e. Test for leakage, adjust, and retest until no leaks appear.
  - f. Backfill as specified in Subsection 670.3.05.
  - g. Consider valve boxes part of the valve assembly and remove them intact with the valve.
2. Water Valves and Boxes
  - a. Adjust or remove water valves and valve boxes according to the Plans or as designated by the Facility Owner and OWNER Project Manager.
  - b. Protect items during adjustment or removal. Replace lost or damaged Items at no expense to OWNER or the Facility Owner.
  - c. Disconnect each joint before removing items from the trench.
  - d. Test for leakage, adjust, and retest until no leaks appear.
  - e. Backfill as specified in Subsection 670.3.05.
  - f. Consider valve boxes part of the valve assembly and remove them intact with the valve.
3. Existing Water Meters and Boxes
  - a. Relocate existing water meters and boxes according to the Plans or the Facility Owner and OWNER Project Manager.
  - b. To relocate water meters, remove the existing meter, associated backflow preventer, and box and replace with a short section of pipe.

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- c. Inspect along with the Facility Owner and OWNER Project Manager each meter and backflow preventer before removal to determine the condition of each.
  - d. Unless specified otherwise in the Plans or The Facility Owner’s Standard Specifications, new water meters and backflow preventers shall be furnished by the Contractor as necessary if these devices are deemed unsuitable for reuse. Contractor shall provide new water meter boxes if deemed unsuitable for reuse. The Contractor shall coordinate delivery of the water meters and backflow preventers to correspond to construction operations to minimize service interruptions.
  - e. Relocation of water meters and boxes shall include without additional compensation, required pipe, unions and appurtenances, adapter fittings, necessary storage protection, and installation of meter, backflow preventer, meter box, and curb stop in the existing service line.
4. Existing Water Service Lines
    - a. Water lines shall be adjusted to grade by excavating the existing lines, lowering or raising the lines, and backfilling according to the Plans or the Facility Owner and OWNER Project Manager.
    - b. Furnish new materials or fittings required for the adjustment without additional compensation.
    - c. Change connections at the main that result from this work.
    - d. Repair leaks and damage caused by the operations at no expense to OWNER.
    - e. When retaining a water meter where an existing service line is to be adjusted, adjust the existing meter and box to the proper grade without additional compensation.
  5. Other Water Appurtenances
    - a. Relocate, adjust to grade, or remove water main appurtenances including but not limited to air release valves, backflow preventers, pressure reducing/sustaining valves according to the Plans or as designated by the Facility Owner and OWNER Project Manager.
  6. Utility related items identified on the Plans to be salvaged are the property of the Facility Owner. Contractor shall coordinate with Facility Owner on delivery of salvaged materials. Should the Facility Owner choose to not accept these materials they shall be removed from the project site as soon as practical.

### K. Aerial Crossings

1. Support must be provided for all joints in pipes utilized for aerial crossings. The supports must be installed to prevent frost heave, overturning, and settlement. Precautions against freezing, such as insulation, shall be provided.
2. When the aerial crossing is accomplished by attachment to a bridge or drainage structure, the crossing shall meet all requirements of the agencies that own or have jurisdiction over such structures.
3. Aerial installations shall be installed to avoid or minimize stream blockage during normal high water events.
4. Underground valves shall be provided at both ends of the aerial crossing so that the section can be isolated for testing or repair. The valves shall be restrained, easily accessible, and not subject to flooding. An air release/vacuum relief valve shall be installed at all high points along the aerial crossing.
5. Appropriate guards shall be installed at both ends of the aerial crossing to prevent public access to the pipe.

### 670.3.6 Quality Acceptance

#### A. Materials Certification

For certain products, assemblies and materials, not on GDOT QPL List, and in lieu of normal sampling and testing procedures by the Contractor, the Facility Owner, and OWNER may accept from the Contractor the manufacturer’s certification with respect to the product involved under the conditions set forth in the following paragraphs:

1. Material certifications shall be provided to OWNER, who shall distribute to the Facility Owner. Material certifications shall be approved by OWNER and the Facility Owner prior to construction. The certification shall state/specify that the named product conforms to these specifications and requirements of the Facility Owner and OWNER, and representative samples thereof have been sampled and tested as specified.
2. The certification shall either:

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- a. Be accompanied by a certified copy of the test results, or
  - b. Certify such test results are on file with the manufacturer and will be furnished to the Facility Owner and OWNER Project Coordinators upon demand.
3. The certification shall state/specify the name and address of the manufacturer and the testing agency and the date of tests; and sets forth the means of identification which shall permit field determination of the product delivered to the project as being the product covered by the certification.
  4. Submit certification in triplicate with two copies of the covered product to the OWNER Project Coordinator, and one copy sent to Facility Owner. The certification shall specify the project number and contract ID number. No certificate shall be required for Portland cement when furnished from a manufacturer approved by OWNER.
  5. OWNER or the Facility Owner will not be responsible for any costs of certification or for any costs of the sampling and testing of products in connection therewith.
  6. OWNER and the Facility Owner reserve the right to require samples and test products for compliance with pertinent requirements irrespective of prior certification of the products by the manufacturer. Any materials that fail to meet specification requirements will be rejected.
  7. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.
    - a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
    - b. Records to be provided by the Contractor for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
    - c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

### **B. Flushing**

1. Prior to testing, water mains shall be cleaned and flushed to remove all sand and foreign matter. Water used for filling and cleaning shall be from an approved potable water source. Sufficient flushing water shall be introduced into the mains to produce a scouring velocity of not less than 3.5 feet per second to resuspend the solids, and this rate of flow shall be continued until the discharge is clear and no evidence of silt or foreign matter is visible. The Contractor shall dispose of all water used for flushing without causing a nuisance or property damage.
2. In the event that the Contractor cannot obtain the flushing velocity, a poly-pig swab may be used to clean the pipeline. The Contractor shall submit pigging plan to the Facility Owner and OWNER for review. The plan shall include type of pig material, water flow rate, discharge points, poly-pig detector and retrieval options.

### **C. Hydrostatic Testing of Water Mains**

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1. When the Facility Owner and OWNER Project Manager approve a section of pipe for testing, the Contractor shall furnish the materials, equipment, and labor to conduct the pressure and leakage tests. Use a test pump, pressure gauge, and a means of measuring the water necessary to maintain the required pressure during the prescribed testing time. All pressure and leakage testing shall be done in the presence of the Facility Owner and OWNER Project Coordinators as a condition precedent to the approval and acceptance of the system. All pipes shall have been thoroughly flushed prior to testing. Simultaneous or separate pressure and leakage tests may be performed.
2. All water for testing and flushing shall be potable water provided by the Contractor, at no cost to the Facility Owner or OWNER, from an approved source. Flow velocity during line filling shall not exceed 2 feet (0.6 m) per second (fps).
3. Testing Requirements
  - a. Water mains shall be tested in sections between valves, thereby, testing each valve for secure closure. Testing shall be done immediately after installation and backfilling has been completed.
  - b. The mains shall be tested in accordance with the latest revision of AWWA C600 for ductile iron and C605 for PVC under an average hydrostatic pressure of the greater of 1.5 times the maximum working pressure or 200 psi as measured at the lowest point in the system for a minimum of 2 hours. Pressure shall be maintained until all sections under testing have been checked for evidence of leakage.
  - c. While the system is being filled with water, air shall be carefully and completely exhausted. If permanent air vents are not located at all high points, the Contractor shall install corporation stops or fittings and valves at such points at no additional expense to the Utility so the air can be expelled as the pipe system is slowly filled.
  - d. Makeup water shall be added, as required, to maintain the pressure within 5 psi of the test pressure. The quantity used shall be measured by pumping from a calibrated container. The maximum amount of makeup water allowed shall be determined by the following formula:

$$L = \frac{SD}{200} \text{ In which,}$$

p0.5 133,

L = Allowable Leakage in gallons per hour S = Length of pipe being

tested in feet

D = Nominal pipe diameter in inches

P = Average test pressure during the test in psi gauge

- e. Visible leaks shall be corrected regardless of total leakage shown by test. All pipe fittings and other materials found to be defective under test shall be removed and replaced. Lines which fail to meet test requirements shall be repaired and retested as necessary until test requirements are met. No additional compensation shall be made for repairs or retesting.

### D. Compaction Testing

1. Engage at Contractor's expense, a qualified, independent, geotechnical engineering testing agency to perform tests and inspections. Testing agency shall be qualified according to ASTM E 329 to conduct soil and materials testing, as documented according to ASTM D 3740 and ASTM E 548.
2. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
3. Testing agency shall test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM 2922, and ASTM D 2937 as applicable. Tests shall be performed in accordance with Section 207 and GDT 7 – Determining Maximum Density of Soils at the locations and frequencies according to the Department's Standard Specifications, Section -2324 – Trenching and Trench Backfilling.

4. When the testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### **670.3.7 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

### **670.4 Measurement**

Incidentals including excavation, rock removal, backfilling, disinfection, testing, temporary water connections, pavement removal, pavement replacement, and other incidentals required for the installation of water distribution items are not measured for separate payment and shall be included in the applicable Pay Items below. Water mains, service lines, and other associated Items of work in this Specification, complete, in place, and accepted, are measured for payment as follows:

#### **A. Ductile Iron Water Mains**

Ductile iron water mains shall be measured in linear feet (meters) for each size, thickness class, and type (restrained, non-restrained) installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

#### **B. PVC Water Main**

PVC water mains shall be measured in linear feet (meters) for each size and type (restrained, non-restrained) installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

#### **C. Fusible PVC Water Main**

Fusible PVC water mains shall be measured in linear feet (meters) for each size and type installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

#### **D. HDPE Water Main**

HDPE water mains shall be measured in linear feet (meters) for each size and type installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

#### **E. Ductile Iron Fittings**

Ductile iron fittings are considered subsidiary to the water line in which they are used and are not measured for separate payment. This Item includes, but is not limited to, wyes, tees, bends, crosses, sleeves, plugs and caps, and reducers.

#### **F. Restrained Joints**

Joint restraints used with the installation of PVC or ductile iron pipe are considered subsidiary to the water line in which they are used and are not measured for separate payment.

#### **G. Gate Valves**

Gate valves shall be measured on an individual basis for each size valve and box assembly acceptably installed.

#### **H. Butterfly Valves**

Butterfly valves shall be measured on an individual basis on the number of each size valve and box assembly acceptably installed.

#### **I. Tapping Sleeve and Valve Assembly**

Tapping sleeve and valve assemblies shall be measured on an individual basis on the number of each size tapping sleeve and valve assembly acceptably installed.

#### **J. Double Strap Saddle**

Double strap saddles shall be measured on an individual basis on the number of each size double strap saddle acceptably installed.

**K. Fire Hydrant Assemblies**

Fire hydrant assemblies shall be measured on an individual basis on the number of hydrants acceptably installed.

**L. Water Service Lines**

Service lines shall be measured in linear feet (meters) for each size of service pipe installed. Measurements are made from end to end and from center of lines to ends of branches and include tapping saddle, sleeve, valves, service connection assemblies, sleeves, adapters, and fittings.

**M. Air Release Valve Assembly**

Air release valve assemblies shall be measured on an individual basis on the number of each size and type of air release valve assembly acceptably installed.

**N. Pressure Reducing / Sustaining Valve**

Pressure reducing/sustaining valve shall be measured on an individual basis on the number of each pressure reducing/sustaining valves acceptably installed.

**O. Blow-Off Assemblies**

Blow-off assemblies shall be measured on an individual basis on the number of each blow-off assembly acceptably installed.

**P. Backflow Prevention Assembly**

Backflow prevention assemblies shall be measured on an individual basis on the number of each size and type backflow preventer acceptably installed.

**Q. Water Meter**

Water meters shall be measured on an individual basis on the number of each size meter acceptably installed.

**R. Steel Casing**

Steel casing pipe of the wall thickness and diameter specified shall be measured by the linear foot for each size and thickness of steel casing pipe installed. Measurement shall be horizontally above the centerline of the casing.

**S. Relocation of Existing Fire Hydrant Assemblies, Air Release Valves, Water Meters, Water Backflow Preventers, Pressure Reducing or Sustaining Valves, Water Valves and Water Meter including Bypass and Vault**

Relocation of existing fire hydrant assemblies, air release valves, water meters, backflow preventers, pressure reducing or sustaining valves, water valves, and water meter including bypass and vault shall be measured on an individual basis on the number of each acceptably relocated including relocation and final adjustment of boxes.

**T. Adjustment of Existing Meter Boxes and Valve Boxes to Grade**

Adjustment of existing meter boxes and valve boxes adjusted to grade in their original locations shall be measured on an individual basis on the number of each acceptably adjusted in accordance with Section 611.

**U. Adjustment of Blow-Off Assembly**

Adjustment of blow-off assembly to grade in their original locations shall be measured on an individual basis on the number of each acceptably adjusted.

**V. Adjustment of Existing Fire Hydrant Assembly**

Adjustment of existing fire hydrant assembly to grade in their original locations shall be measured on an individual basis on the number of each acceptably adjusted.

**W. Adjustment of Existing Backflow Preventers**

Adjustment of existing backflow preventers to grade in their original locations shall be measured on an individual basis on the number of each acceptably adjusted.

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**X. Removal of Water Meters, Fire Hydrant Assemblies, Backflow Preventers, Water Valves, and Air Release Valves**

Removal of existing water meters and boxes, fire hydrants assemblies, backflow preventers, water valves, and air release valves, shall be measured on an individual basis on the number of each removed.

**Y. Adjustment of Water Service Lines**

Adjustment of water service lines shall be measured in linear feet (meters) of service line pipe lowered or raised, and shall include the length of valves, fittings, meters, boxes, and other appurtenances. Measurements are made from end to end of actual adjustments.

**Z. Concrete Thrust Blocks**

Concrete thrust blocking installed shall be measured as indicated in Section 500 per cubic yard of concrete acceptably installed. When Concrete Thrust Blocks is not shown as a pay item, include the cost of the work in the bid price for the appropriate item.

**AA. Concrete Thrust Collars**

Concrete thrust collars shall be measured on an individual basis on the number of each size thrust collar acceptably installed. When Concrete Thrust Collars is not shown as a pay item, include the cost of the work in the bid price for the appropriate item

**BB. Cut and Plug Existing Water Main**

Cutting and plugging of existing water mains shall be measured on an individual basis per each instance of cutting and plugging existing mains as shown on the Plans.

**CC. Removal of Water Mains**

Unless specified removal of water mains shall be removed in accordance with Section 210. If specified removal of water mains shall be measured per linear foot for each size pipe actually removed in accordance with Section 610. Measurement shall be horizontally above the centerline of the pipe removed and shall include the length of valves and fittings.

**DD. Line Stop**

Line stops shall be measured on an individual basis on the number of each size line stop actually installed.

**EE. Flowable Fill**

Flowable fill shall be measured as indicated in Section 600 per cubic yard of flowable fill acceptably installed. When flowable fill is not shown as a pay item, include the cost of the work in the bid price for the appropriate item.

**FF. Insertion Valve**

Insertion valves shall be measured on an individual basis on the number of each size valve acceptably installed.

**GG. Three-Dimensional (3D) Survey**

Three-dimensional survey shall be measured as one lump sum for a complete and accepted survey. This item will be included in the overall pipe measurement. No separate payment for this work.

**670.4.01 Limits**

General Provisions 101 through 150.

**670.5 Payment**

The Contract Unit Price for each Item, complete and accepted, shall include all costs incidental to the construction of the Item according to the Plans and as specified in this Section. The unit prices bid shall include due allowance for the salvage value of all materials removed from existing or temporary lines and not installed in the completed work. All such surplus items shall become the property of the Contractor unless such surplus items are specified to be salvaged. Payment for any Item listed below is full compensation for the Item or Items complete in place.

### **A. Ductile Iron Water Mains**

Ductile iron mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of pipe, joints and jointing materials, anchoring, warning tape, polyethylene encasement, protection of existing utilities, connections to existing water mains, sampling taps, temporary blow-offs, flushing, cleaning, pigging, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration and all work and materials necessary to place the pipe into service.

### **B. PVC Water Main**

PVC water mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of pipe, anchoring, tracer wire, warning tape, protection of existing utilities, connections to existing water mains, sampling taps, temporary blow-offs, flushing, cleaning, pigging, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the pipe into service.

### **C. Fusible PVC Water Main**

Fusible PVC water mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, entry/exit pits, installation of pipe, joints and jointing materials, tracer wire, warning tape, mechanical joint adapters, protection of existing utilities, connections to existing water mains, fusion process materials and equipment, directional drilling materials and equipment, tracking system, assembling, welding, supporting, stringing, pulling, pigging, cleaning, sampling taps, temporary blow-offs, flushing, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, and restoration, and all incidentals necessary to place the pipe into service except where such items are shown to be paid for under a separate Pay Item.

### **D. HDPE Water Main**

HDPE water mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, entry/exit pits, installation of pipe, tracer wire, warning tape, mechanical joint adapters, protection of existing utilities, connections to existing water mains, fusion process materials and equipment, directional drilling materials and equipment, tracking system, assembling, welding, supporting, stringing, pulling, pigging, cleaning, sampling taps, temporary blow-offs, flushing,

chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, and restoration, and all incidentals necessary to place the pipe into service except where such items are shown to be paid for under a separate Pay Item.

### **E. Ductile Iron Fittings**

Ductile iron fittings are considered subsidiary to the water line in which they are used and are not measured for separate payment as outlined in the manufacturers' catalogues and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of fittings, joints and jointing materials, anchoring, warning tape, polyethylene encasement, protection of existing utilities, flushing, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, all other related and necessary materials, work and equipment required to install a complete and operable pipeline fitting. This Item includes, but is not limited to, wyes, tees, bends, crosses, sleeves, plugs and caps, couplings, and reducers.

### **F. Restrained Joints**

Restrained joints are considered subsidiary to the water line in which they are used and are not measured for separate payment as outlined in the manufacturers' catalogues and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting, shoring, installation of the restraint device, polyethylene encasement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the restrained joint.

### **G. Gate Valves**

Gate valves shall be paid for at the unit price per each size gate valve and box assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the gate valves (including valve box), concrete pad or collar, valve identification disc, valve marker, valve tag, polyethylene encasement, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the gate valve and place it in service.

### **H. Butterfly Valves**

Butterfly valves shall be paid for at the unit price per each size butterfly valve and box assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the butterfly valves including valve box, concrete pad or collar, valve identification disc, valve marker, valve tag, polyethylene encasement, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration and all work and materials necessary to install the butterfly valve and place it in service.

### **I. Tapping Sleeve and Valve Assembly**

Tapping sleeve and valves assemblies shall be paid for at the unit price per each size tapping sleeve and valve assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of tapping sleeves and valve assemblies including valve box, concrete pad or collar, valve marker, valve tag, polyethylene encasement, protection of existing utilities, tapping the potable water main, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and necessary hardware to install the tapping sleeve assembly and valve and place it in service.

### **J. Tapping Sleeve**

Tapping sleeves shall be paid for at the unit price per each size tapping sleeve installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of tapping sleeves, concrete pad

or collar, valve marker, valve tag, polyethylene encasement, protection of existing utilities, tapping the potable water main, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and necessary hardware to install the tapping sleeve and place it in service.

### **K. Double Strap Saddle**

Double strap saddles shall be paid for at the unit price per each size double strap saddle installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of double strap saddles, concrete pad or collar, valve marker, valve tag, polyethylene encasement, protection of existing utilities, tapping the potable water main, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and necessary hardware to install the double strap saddle.

### **L. Fire Hydrant Assembly**

Fire hydrant assemblies shall be paid for at the unit price per each hydrant installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the fire hydrant assemblies (all configurations), vertical extensions, tapping sleeve, valve, hydrant lead piping, joint connections, fittings, tees, restraints, crushed stone drain, polyethylene encasement, protection of existing utilities, valve box, concrete pad or collar, valve identification disc, valve marker, valve tag, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the fire hydrant assembly and place it in service.

### **M. Water Service Line**

Water service lines shall be paid for at the unit price per linear feet (meters) of the size service line installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of water service line, tracer wire, tapping saddle, sleeve, corporation stops, fittings, curb stops, casing pipe, plugging abandoned water service connection, removal of abandoned water service line, protection of existing utilities, locating and connection to existing or new water main, chlorine for disinfection, disinfection, sampling points, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the water service line into service. Water meter and box shall be paid for under a separate Pay Item.

### **N. Water Meter and Box**

Water meters shall be paid for at the unit price per each size water meter installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the meter and box, adjustment to final grade, fittings, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the meter into service except where such items are to be paid for under a separate Pay Item.

### **O. Backflow Prevention Assembly**

Back flow prevention assemblies shall be paid for at the unit price per each type backflow preventer installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the backflow preventer, concrete vault, adjustment to final grade, testing and certification, fittings, tees, restraints, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the meter into service except where such items are to be paid for under a separate Pay Item.

### **P. Air Release Valve Assembly**

Air release valve assemblies shall be paid for at the unit price per each size and type of air release valve assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the air release assembly, tapping saddle, isolation valve, reducers, piping, restraints, fittings, tracer wire, concrete manhole or vault, ring and cover, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the air release assembly into service.

### **Q. Pressure Reducing / Sustaining Valve**

Pressure reducing / sustaining valve shall be paid for at the unit price per each size and type of pressure reducing / sustaining valve installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting

and shoring, installation of the pressure reducing / sustaining valve, reducers, piping, restraints, fittings, tracer wire, concrete manhole or vault, ring and cover, tracer wire, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the pressure reducing / sustaining valve into service.

### **R. Blow-Off Assembly**

Blow-off assemblies shall be paid for at the unit price per each blow-off assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the blow-off assembly, valves, valve boxes, concrete pad or collar, piping, restraints, fittings, tracer wire, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the blow-off assembly into service.

### **S. Steel Casing**

Steel casing pipe shall be paid for at the unit price per linear foot according to the diameter and thickness of the steel casing installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, protection of existing utilities, steel casing pipe, skid, steel straps, coatings, casing spacers, end seals, boring and jacking pits, backfilling, backfill materials, disposal of unsuitable backfill material, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the steel casing except where such items are shown to be paid for under a separate Item. The carrier pipe shall be paid from other applicable Pay Item.

### **T. Relocation of Existing Air Release Valve**

Relocation of air release valves shall be paid for at the unit price per each air release valve assembly relocated and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing air release valve assembly, installation at another location, piping, restraints, tracer wire, fittings, adjustment to final grade, polyethylene encasement, protection of existing utilities, chlorine for disinfection, disinfection backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration and all work necessary to locate, remove and relocate the air release valve except where such items are shown to be paid for under a separate Pay Item.

### **U. Relocation of Existing Fire Hydrant Assembly**

Relocation of fire hydrants shall be paid for at the unit price per each hydrant assembly relocated and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing fire hydrant assembly, installation at another location, vertical extensions, hydrant lead piping, joint connections, fittings, tees, restraints, crushed stone drain, polyethylene encasement, valve box, concrete pad or collar, valve identification disc, valve marker, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work necessary to locate, remove and relocate the hydrant.

### **V. Relocation of Existing Backflow Prevention Devices**

Relocation of backflow prevention devices shall be paid for at the unit price per each backflow preventer relocated and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing backflow preventer, installation at another location, adjustment to final grade, testing and certification, fittings, tees, restraints, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work necessary to locate, remove and relocate the backflow prevention device. The service line from the main to the relocated backflow preventer shall be paid for under a separate Pay Item.

**W. Relocation of Water Meter and Box**

Relocation of existing water meter and boxes shall be paid for at the unit price of each water meter and box relocated and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of existing water meter and box, installation at another location, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to relocate the water meter and box except where such items are shown to be paid for under a separate Item.

The new service line from the main to the relocated meter shall be paid for under a separate Pay Item.

**X. Relocation of Water Meter, including Bypass and Vault**

Relocation of existing water meter including bypass and vault shall be paid for at the unit price of each water meter including bypass and vault relocated and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of existing water meter, bypass and vault, installation at another location, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to relocate the water meter including bypass and vault except where such items are shown to be paid for under a separate Item. The new service line from the main to the relocated meter, bypass and vault shall be paid for under a separate Pay Item.

**Y. Relocation of Pressure Reducing/Sustaining Valve**

Relocation of pressure reducing/sustaining valve shall be paid for at the unit price of each pressure reducing/sustaining valve relocated and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of existing water meter and box, installation at another location, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to relocate the water meter and box except where such items are shown to be paid for under a separate Item. The new service line from the main to the relocated pressure reducing/sustaining valve shall be paid for under a separate Pay Item.

**Relocation of Water Valve and Box**

Relocation of existing water valves and boxes shall be paid for at the unit price of each water valve and box relocated and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of existing water meter and box, installation at another location, adjustment to final grade, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to relocate the water meter and box except where such items are shown to be paid for under a separate Item.

The new service line from the main to the relocated valve shall be paid for under a separate Pay Item.

**Adjustment of Existing Water Service Line**

Adjustment of existing water service lines shall be paid in accordance with Section 611, for at the unit price per linear foot of service line adjusted and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, adjustment of service line, tracer wire and splices, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the service line except where such items are shown to be paid for under a separate Pay Item.

**Z. Adjustment of Existing Water Valve Boxes to Grade**

Adjustment of existing valve boxes shall be paid for in accordance with Section 611, at the unit price per each valve box adjusted to final grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, valve case and lid, trench adapter and operating nut extensions/reductions, tracer wire and splices, tracer wire riser and threaded plug, concrete pad, valve identification disc, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the valve box.

**AA. Adjustment of Blow-off Assembly**

Adjustment of existing blow-off assemblies shall be paid for at the unit price per each blow-off adjusted to final grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, valve case and lid, trench adapter and operating nut extensions/reductions, tracer wire and splices, tracer wire riser and threaded plug, piping, concrete pad or collar, valve identification disc, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the blow-off assembly.

**BB. Adjustment of Existing Water Meter Boxes to Grade**

Adjustment of existing meter boxes shall be paid for at the unit price per each meter box adjusted to finished grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, adjustment of water meter box to final grade, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the water meter box.

**CC. Adjustment of Backflow Preventer**

Adjustment of existing backflow preventers shall be paid for at the unit price per each backflow preventer adjusted to finished grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, adjustment of backflow preventer to final grade, adjustment of backflow preventer vault to final grade, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the water meter box.

**DD. Adjustment of Existing Fire Hydrant Assembly to Grade**

Adjustment of existing fire hydrants shall be paid for , at the unit price per each hydrant adjusted to finished grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, adjustment of hydrant, protection of existing utilities, chlorine for disinfection, disinfection, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the hydrant.

**EE. Removal of Water Valve and Box**

Removal of water valves shall be paid for at the unit price per each valve removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing water valve and box, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of removed valves identified to be salvaged, and all work necessary to remove the valve and box.

**FF. Removal of Water Meter and Box**

Removal of water meters shall be paid for at the unit price per each meter removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing water meter and box, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing,

densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of removed meters and boxes identified to be salvaged, and all work necessary to remove the meter.

### **II. Removal of Fire Hydrant Assembly**

Removal of fire hydrant assemblies shall be paid for at the unit price per each hydrant assembly removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing fire hydrant assembly, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of removed hydrants identified to be salvaged, and all work necessary to remove the hydrant.

### **JJ. Removal of Air Release Valve**

Removal of air release valves shall be paid for at the unit price per each air release valve removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of air release valve assemblies, piping, concrete manholes or vaults, and fabricated enclosures, backfilling, backfill materials, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of air release valves identified to be salvaged, and all work necessary to remove the air release valve.

### **KK. Removal of Backflow Prevention Devices**

Removal of backflow prevention devices shall be paid for at the unit price per each backflow preventer removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing backflow preventer and vault, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of removed backflow preventers identified to be salvaged, and all work necessary to remove the backflow preventers.

### **LL. Concrete Thrust Blocks**

Concrete thrust blocks shall be paid for at the unit price per cubic yard of concrete complete in place as indicated in Section 500 and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, concrete, forming, reinforcement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install a complete thrust block. When Concrete Thrust Blocks is not shown as a pay item, include the cost of the work in the bid price for the appropriate item

### **MM. Concrete Thrust Collars**

Concrete thrust collars shall be paid for at the unit price per each size of thrust collar and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, reinforced concrete thrust collars, retainer glands, reinforcement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install a complete thrust collar. When Concrete Thrust Collar is not shown as a pay item, include the cost of the work in the bid price for the appropriate item.

### **NN. Removal of Water Main**

Removal of water mains shall be paid for at the unit price per linear foot of the size of water main to be removed in accordance with Section 610 and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill

materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, bypass pumping (as required), restoration, and all work and materials necessary to locate, remove and dispose of the pipe and associated appurtenances. Unless indicated for removal in a separate Pay Item, appurtenances to be removed shall include but not be limited to

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fittings, isolation valves, air release valves, valve boxes, blow-offs, steel casings, casing spacers, fire hydrant assemblies, water service lines, water meter boxes, thrust blocks, and concrete. All such surplus items shall become the property of the Contractor unless specified to be salvaged by the Facility Owner.

**OO. Cut and Plug Existing Water Main**

Cutting and plugging of existing water mains shall be paid for at the unit price per each installation and shall cover all materials, transportation, labor, equipment, excavation, sheeting and shoring, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to cut and plug existing water mains, except where such items are shown to be paid for under a separate Pay Item.

**PP. Line Stops**

Line stops shall be paid for at the unit price per each size line stop installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the line stop assemblies, valves, valve boxes, fittings, restraints, protection of existing utilities, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the gate valve and place it in service.

**QQ. Flowable Fill**

Flowable fill shall be paid for at the unit price per cubic yard of flowable fill complete in place as indicated in Section 600 and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, flushing, plugging air release valves and service connections, installation of flowable fill, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the gate valve and place it in service. When flowable fill is not shown as a pay item, include the cost of the work in the bid price for the appropriate item

**RR. Insertion Valve**

Insertion valves shall be paid for at the unit price per each size valve inserted and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the valve, valve boxes, fittings, restraints, concrete pad or collar, valve identification disc, valve marker, polyethylene encasement, protection of existing utilities, chlorine for disinfection, disinfection, sampling points, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the insertion valve and place it in service.

**SS. Three-Dimensional (3D) Survey**

Three-dimensional survey cost will be included in the overall pipe measurement and no separate payment for this work will be made, and it shall cover the costs for all non-destructive methods of locating installed utilities and associated electronic deliverables per Facility Owner specifications.

**670.5.01 Adjustments**

General Provisions 101 through 150.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

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

**(Name of Obligee) City of Dunwoody Georgia**  
**(Address of Obligee) 4800 Ashford Dunwoody Rd**  
**Dunwoody, Georgia 30338**

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

**ITB 26-04: MT VERNON RD MULTI-USE TRAIL**

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

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

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

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

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

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

ITB 26-04: MT VERNON RD MULTI-USE TRAIL

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ATTEST:**

\_\_\_\_\_  
(Principal Secretary)  
(Seal)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

**ATTEST**

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Principal)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

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

(Attorney-in-Fact) and Resident Agent

ITB 26-04: MT VERNON RD MULTI-USE TRAIL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

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

**(Name of Obligee) City of Dunwoody Georgia**  
**(Address of Obligee) 4800 Ashford Dunwoody Rd**  
**Dunwoody, Georgia 30338**

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

ITB 26-04: MT VERNON RD MULTI-USE TRAIL

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

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

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

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_

MAINTENANCE BOND

CITY OF DUNWOODY, GEORGIA

PROJECT NO: \_\_\_\_\_ DEKALB COUNTY, GEORGIA

BOND NO: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF DUNWOODY, GEORGIA, as Obligee in the sum of one-third of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Dunwoody for **MT VERNON RD MULTI-USE TRAIL** construction. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

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

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Witness:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Attorney-in-fact)