



COBB COUNTY WATER SYSTEM

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

FY26-FY27 WATER METER CHANGEOUT SERVICES (RESIDENTIAL / LIGHT COMMERCIAL)

PROGRAM NO. MC2026

June 26, 2026

COBB COUNTY, a political subdivision of the State of Georgia
Cobb County Water System
Engineering & Records Division
660 South Cobb Drive
Marietta, GA 30060-3113
(770) 419-6325

**COBB COUNTY WATER SYSTEM
STANDARD CONTRACT DOCUMENTS
for
FY26 – FY27 WATER METER CHANGEOUT SERVICES
(RESIDENTIAL/LIGHT COMMERCIAL)
PROGRAM NO. MC2026**

TABLE OF CONTENTS

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

ADVERTISEMENT FOR BIDS	00 11 13
INSTRUCTIONS TO BIDDERS	00 21 13
BID	00 41 13
MEASUREMENT AND PAYMENT	00 41 13
SPECIAL CONDITIONS	00 41 13
STATEMENT OF QUALIFICATIONS.....	00 42 10
BID BOND	00 43 13
AGREEMENT/CONTRACT	00 43 14
NON-COLLUSION AFFIDAVIT	00 45 19
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.....	00 45 53
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION	00 45 54
PERFORMANCE BOND	00 61 13.13
PAYMENT BOND	00 61 13.16
GENERAL CONDITIONS	00 72 13
INSURANCE REQUIREMENTS	00 73 16
BUSINESS LICENSE	00 73 17

DIVISION 1 - GENERAL REQUIREMENTS

SCOPE OF WORK	01 11 00
PROJECT PROCEDURES	01 12 00

APPENDICES

Cobb County Water System Customer Notification Letter	Appendix A
---	------------

DIVISION 0

BIDDING AND CONTRACT DOCUMENTS

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

**FY26-FY27 WATER METER CHANGEOUT SERVICES
(RESIDENTIAL/LIGHT COMMERCIAL)
PROGRAM NO. MC2026
for
COBB COUNTY, GEORGIA**

Separate, sealed bids for furnishing all materials, labor, tools, equipment, and incidentals necessary for the construction of the aforementioned project will be received by **COBB COUNTY**, a political subdivision of the State of Georgia, herein referred to as "Owner", through the County's eProcurement Portal at <https://procurement.opengov.com/portal/cobbcoga>, before 12:00 Noon (local time) on **July 23, 2026**. **No bids will be accepted after the 12:00 Noon deadline.** Physical, emailed, or telegraphic/faxed bids will not be considered.

Bids will be opened at 2:00 PM (local time) on **July 23, 2026**, and may be viewed by visiting <https://www.cobbcounty.gov/communications/cobbtv>.

The Project consists of the changeout (replacement) of up to 30,000 (annually) 5/8-inch, 3/4-inch, 1 1/2-inch to 2-inch, and 3-inch residential and light commercial water meters. Contract duration includes Cobb County fiscal years 2026 and 2027 (through September 30, 2027) with provisions for Owner option to extend for three additional one year periods.

All qualified contractors are invited to bid on this project; however, the Owner will adjudge qualification based on the "Bidder's Statement of Qualifications" submitted with the bid. Only those bidders deemed qualified by the Owner will be considered for award.

Each bid must be accompanied by a bid bond prepared on accepted form, duly executed by the bidder, in the amount of \$25,000 and scanned in with their bid through the eProcurement Portal.

Owner reserves the right to waive any informality or to reject any or all bids, to evaluate bids, and to accept any bid which in its opinion may be for the best interest of Owner. Any bids submitted that do not include a copy of the bid bond as specified in the Instructions to Bidders may be rejected. Owner has the right to add to and delete from the contract once it has been awarded. Award, if award is made, will be to the lowest responsive, responsible bidder.

The successful bidder for this contract will be required to furnish a satisfactory performance bond and labor and material payment bond, each in the amount of \$75,000.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

END OF SECTION

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

COBB COUNTY, a political subdivision of the State of Georgia, herein called the "Owner", invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids from Bidders included on the Cobb County Water System's Plan Holders List will be received through the OpenGov Portal on the Cobb County Procurement Services' website. Physical, emailed, or telegraphic/faxed bids will not be considered. Unsigned bids will not be considered. Bids will be received up until the date and the time indicated on the Advertisement for Bids. After such time on the same day, bids will be publicly opened and read aloud. Bids received after the designated time will not be considered.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Bids are to be submitted through the County's eProcurement Portal at <https://procurement.opengov.com/portal/cobbcoga>. Physical, emailed or telegraphic/faxed bids will not be considered.

3. METHOD OF BIDDING

The unit or lump sum price of each of the items in the bid shall include the actual cost to perform the work item and the item's pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement, such as unit prices which in the opinion of the Owner do not represent a reasonable cost for the work, will be considered unbalanced. Unbalanced bids may be rejected at the discretion of the Owner.

A bid in which a unit or lump sum price for an item is not entered, or for which a unit price of \$0.00 is entered, will be regarded as non-responsive and the bid will be rejected.

Bid prices shall include everything necessary for the completion of the work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for Federal, state and local taxes.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in the bid schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications including any addenda.

After bids have been submitted, the Bidder shall not assert that there has been any misunderstanding concerning the quantities of work or of the nature of the work to be done.

The quantities listed in the unit price bid form shall be considered as approximate and will be used only for comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract, and it is understood that the quantities may be increased or decreased as provided in the General Conditions without in any way invalidating the unit bid prices.

4. MODIFICATION OR WITHDRAWAL OF BIDS

A submitted bid may be Unsubmitted by a bidder or its authorized representative before the scheduled closing time for receipt of bids. If the bid is retrieved for modification, the sealed bid must be resubmitted through the portal prior to the scheduled closing time for receipt of bids. If the bid is not resubmitted, it will be considered as withdrawn.

5. ADDENDA

Addenda will be posted on the OpenGov Portal. Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to the bid submittal. Each bid schedule shall include specific acknowledgement in the space provided of receipt of all addenda issued by the Owner during the bid period.

6. LAND ACQUISITION

The Work on this Project is to be performed on property owned and easements acquired by the Owner and within public road right-of-way.

Pursuant to the requirements of OCGA § 36-91-20(b)(4)(B), detailed information on project specific easements can be found in the Summary of Work (Section 01 11 00).

7. BID GUARANTY

Each bid must be accompanied by a bid bond attached hereto, duly executed by the bidder as principal and issued by a surety listed in the latest issue of U.S. Treasury Circular 570, registered in the State of Georgia, and approved by the Owner in the amount of **\$25,000**, as a guarantee that the Bidder will enter into a Contract and furnish bonds and evidence of insurance coverage, within twenty-one days after the issuance of the Notice of Award of the Contract to him. This bond shall be uploaded along with the bid into the eProcurement Portal.

The successful Bidder, upon his failure or refusal to execute and deliver the Contract, bonds and evidence of insurance coverage required within twenty-one days after the issuance of the Notice of Award of the Contract to him, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. MISTAKES; CORRECTIONS AND WITHDRAWAL OF BIDS

After bids are opened, if the low Bidder claims a serious and honest error in bid preparation, and can support such claim with evidence satisfactory to the Owner, withdrawal of the bid will be permitted. As a condition of this release, the low bidder will be prohibited from:

- A. Subcontracting or furnishing labor or equipment on this project.
- B. Bidding on any Cobb County Water System projects within ninety (90) days of release by Owner.

9. INTERPRETATIONS

No interpretation of the meaning of the drawings, specifications or other pre-bid documents will be made to any Bidder orally. All questions must be submitted through the County's eProcurement Portal at <https://procurement.opengov.com/portal/cobbcoga>. Every request for such interpretation must be received by the close of business on the Tuesday, **July 14, 2026**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the bid. All addenda so issued shall become a part of the Contract Documents.

10. SITE EXAMINATION

The site of the proposed work is shown on the drawings. The Bidder, before making his bid, shall examine the drawings, specifications and the site and shall make such examinations on the ground as may be necessary to thoroughly familiarize himself with the nature and extent of the proposed construction and with all local conditions affecting the work. The Bidder shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The Owner will not be responsible for Bidder's errors and misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto.

At the time of the opening of bids, each Bidder will also be presumed to have read and to be thoroughly familiar with the drawings, Contract Documents (including all addenda) and the construction specifications. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid.

11. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and specifications which deal with the following:

- A. Insurance requirements
- B. Surveys, permits and regulations

The Federal and state regulations herein referred to supersede all conflicting requirements of the Contract Documents.

12. LAWS AND REGULATIONS; LICENSING

The Bidder's attention is directed to the fact that all applicable Federal and state laws, county and municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

The State of Georgia has requirements for the licensing of contractors engaged in specific types of construction, including electrical, plumbing, and underground utility work [re: OCGA § 43-14]. Any contractor performing regulated work on this project shall furnish proof of valid and current

registration to the Owner. Similarly, the State requirements concerning local business licenses shall be met (see also Section 00 73 17 of these documents).

13. STATUS OF PERMITS

The following status of permits related to this project is presented pursuant to the requirements of OCGA § 36-91-20(b)(4)(A).

- A. Refer to the Summary of Work (Section 01 11 00) for the status of permits for which the Owner is responsible.
- B. The Contractor is responsible for obtaining any necessary building permits or individual trade permits from the Cobb County Community Development Department. Contact the Development and Inspections Division at (770) 528-2039 for further information.
- C. Other permits necessary for construction shall be the full responsibility of the Contractor. These may regularly include, but not limited to:
 - Cobb County Trenching and Excavation Permit
 - Cobb County Department of Transportation Lane Closure / Road Closure Permit
 - Cobb County and State of Georgia permits associated with the use of explosives (blasting)

14. NON-COLLUSION AFFIDAVIT

The Georgia statute concerning public works construction contracting requires that any person who procures such work by bidding or proposal shall make an oath in writing that he/she has not prevented or attempted to prevent competition in such bidding. [OCGA § 36-91-21(d),(e)]. Pursuant to this requirement, the Bidder shall submit before commencing work, an executed copy of the Non-Collusion Affidavit form included in 00 45 19, completed by all persons materially involved in the procurement on this project. If the Bidder is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall make the oath and complete the Affidavit. If the Bidder is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath and complete the Affidavit. If such oath is false, the Contract shall be void, and all sums paid by the County on the Contract may be recovered by appropriate action.

15. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

The Georgia Security and Immigration Compliance Act (O.C.G.A. § 13-10-91) requires that contractors who enter into a contract for physical performance of services for a political subdivision of the state must register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees. Further Contract provisions regarding this Act are included herein as Section 00 45 53.

The Contractor Affidavit and Agreement (See Section 00 45 53), signed and notarized by the Bidder, must be scanned and submitted with the Bid in the eProcurement Portal. Bids received without an executed affidavit will be deemed non-responsive and will be disqualified from further consideration.

16. CONTRACTOR'S QUALIFICATION STATEMENT

All Bidders are required to fully complete the enclosed Contractor's Qualification Statement in Section 00 42 10 and submit the Statement with their Bid. Failure to do so will result in Bidder being deemed non-responsive

17. EXECUTION OF BID DOCUMENTS

The Contractor, in signing his bid on the whole or any portion of the work, shall conform to the following requirements:

- A. Bids which are not signed by individuals providing said bid shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- B. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. There should be attached to the bid a power of attorney executed by the partners evidencing authority to sign the bid.
- C. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____." The corporate seal shall also be affixed to the bid.

17. METHOD OF AWARD

The Contract will be awarded to the responsive, responsible Bidder submitting the lowest base bid complying with the conditions of the invitation to bid. Award will be made on the basis of the prices given in the base bid (not including alternates). Alternates may be awarded at the discretion of the Owner. The Bidder to whom the award is made will be notified at the earliest possible date following Board of Commissioners approval. The Owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.

A responsive Bidder shall be one who submits his bid in the proper form without qualification as called for in the specifications and on the Contract Drawings; and who binds himself on behalf of his bid to the Owner with the proper bid bond or certified check completed and attached; and who properly completes all forms required to be completed and submitted at the time of the advertised bid opening.

A responsible Bidder shall be one that has the capability in all respects to perform fully and reliably the contract requirements. The responsibility of the Bidder will be adjudged by the Owner based on the information presented in the Contractor's Statement of Qualifications. If the solicitation for this project is limited to Pre-qualified Cobb County Water System Contractors, the Statement of Qualification information on file is used in the evaluation of responsibility. If a Statement of Qualification is included as part of the bidding documents for this project, the form and all attachments must be properly completed and submitted with the Bid.

18. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and

competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had a program in place to ensure participation of DBE vendors and suppliers on federally-funded contracts. The State of Georgia has established a similar program whereby DBE firms are defined, certified, and made known. This effort is managed by the Georgia Department of Transportation (GDOT). Additional information regarding this State program can be found at <http://www.dot.state.ga.us/doingbusiness/dbePrograms/Pages/default.aspx>.

While the Cobb County Government does not administer a DBE certification program, the County does desire to identify DBE participation in our contracts and to quantify that participation. The Bidder is requested to advise of DBE status (if any) by completing the *Disadvantaged Business Enterprise (DBE) Identification Form* in Section 00 41 13 of these Documents and to report the participation of any DBE subcontractors (See Section 00 45 54 and Section 00 73 18).

19. CONTRACT PERFORMANCE BOND AND PAYMENT BOND

The Contractor will be required to furnish a contract performance bond and a payment bond executed by a surety company listed in the latest issue of U.S. Treasury Circular 570, registered and duly authorized to do business in the State of Georgia, and signed (or countersigned) by a local agent, each in an amount of **\$75,000**, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing material in connection with the Contract.

The surety shall be acceptable to the Owner and the bond shall be executed on the form attached. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond.

The Contractor will be required to provide the Owner a one-year guarantee covering workmanship and materials of the project. The contract performance bond shall remain in force for one year from date of acceptance by the Owner. The cost of this bond shall be paid by the Contractor.

20. INSURANCE PROOF OF COVERAGE

Prior to execution of Contract Documents, a certificate of insurance will be required as outlined in Section 00 73 16 of these specifications, Insurance Requirements for Contractors.

21. AWARD OF CONTRACT

The Bidder to whom the Contract is being awarded will be required to execute the agreement, accompanying affidavits and forms, and obtain the performance bond, payment bond and insurance within twenty-one (21) calendar days from the date when the notice of award is issued to the Bidder. In case of failure of the Bidder to execute the agreement, affidavits and forms, and furnish the required bonds and insurance documents, the Owner may consider the Bidder in default, in which case the bid bond or check accompanying the bid shall become payable to the Owner.

END OF SECTION

BID

MADE TO: COBB COUNTY, a political subdivision of the State of Georgia
COBB COUNTY WATER SYSTEM
660 SOUTH COBB DRIVE
MARIETTA, GA 30060-3105

PROGRAM NAME: **FY26-FY27 WATER METER CHANGEOUT SERVICES
(RESIDENTIAL / LIGHT COMMERCIAL)**

PROGRAM NUMBER: **MC2026**

The undersigned, as **Bidder**, hereby declares that the only person or persons, company or parties interested in this bid is or are named herein; and that this bid is made without connection with any other person, company or parties making bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The **Bidder** further declares that he has carefully examined the site of the work, has read and understands the plans, specifications and Contract Documents relative thereto, and has read all special provisions and addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions and requirements pertaining to the work.

The **Bidder** proposes and agrees, if this bid is accepted, to enter into agreement with the Owner in the form of the Contract specified and to furnish all materials, labor, tools, equipment and incidentals necessary to complete the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that, at the time of signing the Contract, he will furnish the performance bond and payment bond in the forms attached hereto, each in the amount of \$75,000. Bidder will also furnish all of the required insurance certificates.

The undersigned agrees, unless hereinafter stated otherwise, to furnish all materials shown and specified in the specifications and bid schedule.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

BID SCHEDULE

**FY26-FY27 WATER METER CHANGEOUT SERVICES
(RESIDENTIAL / LIGHT COMMERCIAL)
MC2026**

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>
1.	Project Initiation Fee	1	LS	\$ _____
2.	5/8-inch or 3/4-inch diameter "simple" water meter changeout	1	EA	\$ _____
3.	5/8-inch or 3/4-inch water meter changeout utilizing meter setter / resetter assembly with dual check backflow prevention device	1	EA	\$ _____
4.	5/8-inch or 3/4-inch diameter water meter changeout with dual check backflow prevention device installation by cut-in and reconnection to customer side service piping	1	EA	\$ _____
5.	1 1/2-inch – 2-inch "simple" water meter changeout	1	EA	\$ _____
6.	3-inch - "simple" water meter changeout	1	EA	\$ _____
7.	Curb stop replacement	1	EA	\$ _____
8.	Meter connector replacement	1	EA	\$ _____
9.	12"/18" Meter Resetter	1	EA	\$ _____

Contractor's Name: _____

BID BOND IS REQUIRED FOR THIS PROJECT.

WATER MEASUREMENT AND PAYMENT

GENERAL

Only those pay items identified in the bid schedule, or added by Addendum or Supplemental Agreement, will be measured for payment by the units listed in the bid schedule and/or supplemental agreement and paid for at the Contract prices.

The cost of all Work not directly covered by the pay items shall be considered incidental to the construction and is to be included and distributed among the bid unit prices of the pay items listed in the Contract.

Contract unit prices represent the installed, complete-in-place, tested and accepted cost, including, but not limited to:

- * All required labor, tools, and equipment, unless otherwise noted.
- * All materials, unless specifically noted to be furnished by the Owner or by others, or specifically identified for payment under another pay item.
- * All required traffic control consistent with MUTCD, including lane closures from the proper authorities.
- * Disposal of all surplus or waste materials, unsuitable materials, and debris.
- * Protection of existing utilities, including but not limited to locating, diligent care in handling and working around, relocating, and repairing.
- * Miscellaneous associated work necessary to complete the work in place.
- * Notification of affected customers.
- * All required erosion and sedimentation control Best Management Practices implementation.
- * All required coordination with Owner in regard to scheduling work, use of allowances, etc.
- * All required restoration of disturbed areas to original conditions.
- * Accurate recording of information and timely submittal to the Owner of meter identification numbers and meter readings, etc.

PROJECT INITIATION FEE

Lump sum price is for initial mobilization, bonding, insurance, and all other fees associated with initiating the project. This line item shall not exceed two (2) percent of the total bid price and is a one-time only payment.

5/8-INCH OR 3/4-INCH, 1 1/2-INCH, AND 3-INCH DIAMETER "SIMPLE" WATER METER CHANGEOUT

Unit price each is for the labor and equipment to remove existing water meter and replace with new, Owner furnished 3/4-inch meter. No additional piping, fittings, valves, nor other materials are anticipated. Work includes all required pre and post notifications with the affected customer, pick-up and installation of new water meter and return of existing water meter at the Owner's meter maintenance facilities; resetting of existing meter box; replacement of missing or damaged box lid; completion and submittal of information for updating meter account records; and disturbed area restoration.

**5/8-INCH OR 3/4-INCH DIAMETER WATER METER CHANGEOUT
UTILIZING METER SETTER / RESETTER ASSEMBLY WITH DUAL CHECK BACKFLOW
PREVENTION DEVICE**

Unit price each is for the labor, miscellaneous incidental materials, and equipment to remove existing water meter; replace with new, Owner furnished 3/4-inch meter setter / resetter assembly with integral dual check backflow prevention device; and new, Owner furnished 3/4-inch water meter. Minor piping modification is considered incidental. Work includes all required pre and post notifications with the affected customer, pick-up of new water meter, meter setter / resetter with dual check backflow prevention device, and return of existing water meter at the Owner's meter maintenance facilities; resetting of existing meter box; replacement of missing or damaged box lid; completion and submittal of information for updating meter account records; and disturbed area restoration.

**5/8-INCH OR 3/4-INCH DIAMETER WATER METER CHANGEOUT WITH DUAL CHECK
BACKFLOW PREVENTION DEVICE INSTALLATION BY CUT-IN AND RECONNECTION TO
CUSTOMER SIDE SERVICE PIPING**

Unit price each is for the labor, miscellaneous incidental materials, and equipment to remove existing water meter; modify piping lengths to replace with a new, Owner furnished, 3/4-inch water meter, a new, Owner furnished, dual check backflow prevention device; and reconnect to existing customer side service piping. Piping modifications or other related piping repairs are considered incidental. Work includes all required pre and post notifications with the affected customer, pick-up of the new water meter and dual check backflow prevention device, and return of the existing water meter at the Owner's meter maintenance facilities; resetting of meter box; replacement of missing or damaged box lid; completion and submittal of information for updating meter account records; and disturbed area restoration.

CURB STOP REPLACEMENT

Unit price each is for the labor and equipment to remove existing damaged curb stop and replace with new, Owner furnished curb stop.

METER CONNECTOR REPLACEMENT

Unit price each is for the labor and equipment to remove existing damaged meter connector and replace with new, Owner furnished meter connector. Includes all required related activities in conjunction with concurrent meter changeout responsibilities noted above.

12"/18" METER RESETTER

Unit price each is for the labor and equipment to install a new, Owner furnished 12" to 18" meter resetter to accommodate desired meter depth within the meter box.

ADDITIONAL WORK ALLOWANCE

This allowance will only be utilized for additional work as directed by the Owner. The scope and cost must be approved by the Owner prior to performance of any work to be paid under this allowance.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SPECIAL CONDITIONS

The following project specific Special Conditions take precedent over plans and specifications. Section numbers shown refer to the appropriate section of the Cobb County Water System Contract Documents. All other requirements remain in full effect.

1. The Owner will not withhold retainage from payments (Section 00 72 13, ¶7.02.C.3).
2. Builder's Risk insurance is not required for this project (Section 00 73 16, ¶13.C).
3. No subcontractors will be permitted to perform any portion of the work under this contract.

END OF SPECIAL CONDITIONS

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
IDENTIFICATION FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. See *Instructions to Bidders* (Section 00 21 13) and *Disadvantaged Business Enterprise (DBE) Participation* (Section 00 45 54) for additional information related to periodic reporting guidelines.

If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response in the eProcurement Portal:

Name of Firm: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

DBE Certification Number: _____

Name of Certifying Organization: _____

**This information is acquired for documentation of participation only and
will have no bearing on the award unless otherwise stated in the
Advertisement for Bids.**

**SECTION 00 42 10
STATEMENT OF QUALIFICATION**

**FY26 – FY27 WATER METER CHANGEOUT SERVICES
(RESIDENTIAL / LIGHT COMMERCIAL)**

INSTRUCTIONS

The nature of this contract necessitates that the Contractor have adequate ability in changeout (replacement) of 5/8-inch, 3/4-inch, 1 ½-inch to 2-inch, and 3-inch residential meters and light commercial water meters. Any Bidder who submits a bid on this project must provide information regarding their qualifications demonstrating such ability. All Bidders must complete the entire form and furnish all required information.

The information presented herein will serve as the basis of the Owner's evaluation of the responsibility of the Bidder. The review of the Contractor's qualifications for this project will take the following factors into consideration:

1. Work previously completed by the Contractor; and,
2. Whether the Contractor:
 - a. Has adequate facilities and equipment to do the work properly and expeditiously,
 - b. Has the financial resources to meet all obligations incidental to the work,
 - c. Has appropriate technical experience, and
 - d. Has an acceptable safety record.

All information submitted for the qualification process shall become the property of the Owner. To the extent allowed by law, the financial information will be considered confidential. The Owner reserves the right but does not have the obligation to request additional information.

Bidders are required to submit financial information to enable the Owner to adjudge the firm's financial stability. The financial information required may be submitted in one of the following two formats:

1. Copies of financial statements included as an attachment to the Bid.
2. A Financial Information Form included with the Statement of Qualification, completed by an independent certified public accountant using data extracted from the Bidder's financial statements.

Note that whether submitting copies of financial statements or information extracted from these statements, the statements must be audited or reviewed; compiled or self-prepared financial statements are not acceptable.

The information requested must be submitted on the forms provided within the Contractor's Qualification Statement. Any additional pages attached to the form must include the Applicant's name and cross references to item numbers on the application form. The Contractor's Qualification Statement shall be filled out in full by typing or legible hand lettering in ink. All pages may be copied as needed. An original and one copy of the Application and required attachments must be submitted with the bid.

A Qualification Statement which has not been completed properly or does not include the necessary information or forms will result in the Bidder being deemed non-responsive.

The enclosed Bidder's Checklist is intended to serve as a reminder of the required information and forms to be submitted. The required forms to be completed and submitted are:

- Affidavit for Contractor - Certification of Qualification Application content
- Financial Information Form (alternate to submittal of financial statements)
- Forms for similar projects and references.
- Bidder's Checklist

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

**SECTION 00 42 10
STATEMENT OF QUALIFICATION**

FY26 – FY27 WATER METER CHANGEOUT SERVICES
(RESIDENTIAL / LIGHT COMMERCIAL)

1. Name of Contractor: _____
(AS REGISTERED WITH THE SECRETARY OF STATE)
2. Contact Information:
 - a. Mailing Address: _____

 - b. Business Address: _____

 - c. Telephone number: (____) _____
 - d. Fax number: (____) _____
 - e. Primary Contact Person:
Name: _____
Email Address: _____
3. Licensing Information:
Business License Number: _____ County of Issue: _____
4. Type of Organization (check appropriate block):
☐ Corporation ☐ Partnership ☐ Sole Proprietorship
 - a. If corporation, indicate:
State of incorporation: _____ Date: _____
 - b. If partnership, indicate date of organization: _____
 - c. If sole proprietorship, indicate number of years in continuous business: _____
 - d. List names of officers or partners and their length of time with the firm.

_____ years

_____ years

_____ years
_____ years

5. How many persons does your company permanently employ? _____
6. How many years of experience in the proposed type and size of construction work has your organization had as a general contractor? _____

A minimum of five years of active experience in the changeout of residential and light commercial water meters is required.

7. List all names previously used by your firm:

8. List all companies, firms, or organizations that own any part of your organization:

9. Is your firm currently prequalified with other municipalities or public utilities for the type of work included in this project?

Yes: _____ No: _____

If yes, list names of municipalities or public utilities:

10. Provide a summary of the background and experience of the members of your organization who will perform management and supervisory functions on this project. The summary must include the individual's name, position and number of years with the firm, details regarding work experience with project names and dates, information about education, specialized training and/or certifications, and other pertinent information.

➔ *Provide background and experience summaries.*

11. Submit an audited or reviewed financial statement for each of the past three years, including the most recent fiscal year activity. The statements must be prepared by an independent, licensed certified public accountant. Financial statements must include balance sheets, income statements, and a statement of retained earnings, supporting schedules, and notes.

As an alternate, submit a completed Financial Information Form prepared by an independent, licensed certified public accountant. The form must include information for each of the past three years, including the most recent fiscal year activity.

- ➔ *Provide Financial Statements for the last three years, including the most recent fiscal year.*
- ➔ *As an alternate, provide Financial Information Form.*
- ➔ *Include SASE or delivery account number for return shipment of financial statements, if return is desired.*

12. Have you ever been refused surety, bond, or liability insurance?

Yes: _____ No: _____

- ➔ *If yes, attach an explanation.*

13. Safety Information:

a. Does your firm have a written Safety, Health, and Environmental Program?

Yes: _____ No: _____

b. Obtain from your insurance agent/broker/carrier your Experience Modification Rate (EMR) for the past three years and list these Rates in the spaces provided below.

Year	Experience Modification Rate
20__	
20__	
20__	

- ➔ *Provide a copy of your workers compensation insurance carrier's documentation showing calculation of your EMR for the most current year.*

c. Has your firm received any OSHA violations (citations) in the past three years?

Yes: _____ No: _____

- ➔ *If yes, attach a separate page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation was issued, the amount of penalty paid, if any. This question must be answered "Yes" and information provided if citations have been appealed or contested, but have not yet been resolved. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.*

14. Do your firm's business policies conform with government regulations regarding nondiscrimination of employment and employment practices on the basis of sex, race, color, national origin, ancestry, age, religious conviction, veteran status, handicap status, political beliefs or non-job related criteria?

Yes: _____ No: _____

15. Has your firm ever failed to complete any work awarded to you?
- Yes: _____ No: _____
- ➔ *If yes, attach a detailed explanation.*
16. Has your firm been assessed liquidated damages on any project in the past five years?
- Yes: _____ No: _____
- ➔ *If yes, attach a detailed explanation.*
17. Has your firm been involved in claims, arbitration, mediation, and lawsuits on public works projects, either a plaintiff or defendant, in the last five years?
- Yes: _____ No: _____
- ➔ *If yes, attach a separate sheet listing the name of the claim, the nature of the claim, when and where filed, status, final disposition if resolved, and the name and location of the project involved.*
18. Does your firm (including any member, officer, partner, subsidiary or affiliate thereof) have a pending citation for violating any provision of The Official Code of Cobb County, Georgia at the current time?
- Yes: _____ No: _____
- ➔ *If yes, attach a separate sheet with a detailed explanation of the Code violation and the status of the resolution of the citation.*
19. Submit information regarding your experience (use the attached Form for Similar Projects and References) for a minimum of three projects completed by your firm over the past six years. The names, addresses, location of the jobs performed, contract amounts, dates, project superintendent, and reference contact names with telephone numbers must be indicated on the form. Please be complete and ensure that all reference contact information is accurate and current. The submittal of Letters of Reference is encouraged; but only in addition to the current reference contact information.
- One Form for Similar Projects and References shall be completed for each project, using the blank form attached. Supplemental information in other formats may also be attached to the Form if desired; however, a completed Form must be submitted for each project.
20. Forms: The forms to be completed and submitted with the Application follow this page.
- ➔ Affidavit for Contractor – Certification of Prequalification Application Content
- ➔ Financial Information Form (alternate to submittal of financial statements)
- ➔ Form for Similar Projects and References (copy as needed)
- ➔ Applicant's Checklist

Note: This symbol (➔) indicates required attachments.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

**COBB COUNTY WATER SYSTEM
CONTRACTOR'S STATEMENT OF QUALIFICATION**

**AFFIDAVIT FOR CONTRACTOR
CERTIFICATION OF CONTENT**

I, the undersigned, _____ (typed name) as the authorized representative for _____ (typed company name), a contractor submitting a bid on Cobb County Water System projects, do hereby attest that all statements and representations made herein are true and correct to the best of my knowledge. These statements are made openly and freely without intent to influence or embellish actual conditions or circumstances that occurred.

I understand that the Cobb County Water System will investigate any and all statements and representations in this Statement of Qualification made by my firm and me and we freely give our permission for them to do so. Should releases be required by any of our professional, financial, or bonding institutions to release verification of the enclosed data, I have provided them in the application package. I agree to waive any claims against the Cobb County Water System for the release of the information necessary to evaluate this application.

I am hereto sworn _____ (signature)

_____ (title)

_____ (firm name)

This date _____, _____

County of _____ State of _____

The foregoing instrument was acknowledged before me this _____ day of _____

_____ (Notary signature)

_____ (typed Notary name)

My commission expires _____

(Notary Seal)

**COBB COUNTY WATER SYSTEM
CONTRACTOR'S STATEMENT OF QUALIFICATION
FINANCIAL INFORMATION FORM**

All Applicants must provide an audited or reviewed Financial Statement or must submit this Financial Information Form, completed by an independent certified public accountant. The ratios and other information listed hereon must be calculated from data included in audited or reviewed Financial Statements prepared for the Applicant by an independent certified public accountant. The use of compiled or self-prepared financial statements is not acceptable.

Name of Applicant _____

Item	Value by Year		
	20__	20__	20__
Current Ratio ¹			
Quick Ratio ²			
Solvency Ratio ³			
Total Debt Ratio ⁴			
Debt to Equity Ratio ⁵			
Profitability ⁶			
Stockholder's Equity ⁷			

¹Current Ratio = Current Assets / Current Liabilities

²Quick Ratio = Cash + Accounts Receivable / Current Assets - Current Liabilities

³Solvency Ratio = Shareholder's Equity / Total Assets

⁴Total Debt Ratio = Current Liabilities + Long-term Liabilities / Total Assets

⁵Debt to Equity Ratio = Current Liabilities + Long-term Liabilities / Shareholder's Equity

⁶Profitability = Profit before Taxes x 100 / Total Assets

⁷Stockholder's Equity – indicate range of value based on the following categories:

Less than \$500K = 1; \$500K to \$1M = 2; \$1M to \$2M = 3; \$2M to \$4M = 4; Greater than \$4M = 5

Accountant's Certification

I (we) have examined this Financial Information Form and the Applicant's original audited or reviewed financial statements, and find that the all information presented hereon is based on data extracted from those financial statements. I understand that this form is intended solely for use by the Cobb County Water System during review of the Application for Prequalification for Water and Sewer Line Construction submitted by the Applicant. In addition, I have no personal financial interest or affiliation with this organization or individual.

Firm Signature: _____ Date: _____

Independent Certified Public Accountant:

Firm Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

FORM FOR SIMILAR PROJECTS AND REFERENCES

Name of Contractor:		
Project Name: _____		
Location: _____		
Project Owner: _____		
Contact Person: _____		
Title: _____		
Telephone Number: _____		
Email Address: _____		

Contract Dates:	Date of Notice to Proceed:	Date of Final Completion:
Contract Amount:	Original: \$	Final: \$
Brief Description of Project		
Type of Project (check appropriate box): ☐ Public Works ☐ Private Owner		
Contractual Status on Project (check appropriate box): ☐ Prime Contractor ☐ Subcontractor		
If subcontractor, provide name of Prime Contractor:		
Did you provide performance and/or payment bonds on this project? Yes ____ No ____		
Was this project completed within the original contract period? Yes ____ No ____		
Is a letter of reference from the project owner included with this application? Yes ____ No ____		

Copy this form for additional Similar Projects

**COBB COUNTY WATER SYSTEM
STATEMENT OF QUALIFICATION**

Bidder's Checklist

Contractor Name: _____ Date Submitted: _____

- | | |
|--|--------------------------|
| Contractor's Qualification Statement form filled out in its entirety? | ☐ |
| Background and experience summaries for key personnel attached? | ☐ |
| Financial statements or <u>Financial Information Form</u> attached? | ☐ |
| Information regarding inability to obtain surety, bond, or liability insurance attached (if applicable)? | ☐ |
| Documentation showing calculation of EMR | ☐ |
| OSHA citation information attached (if applicable)? | ☐ |
| Information regarding failure to complete work attached (if applicable)? | ☐ |
| Liquidated damages assessment information attached (if applicable)? | ☐ |
| Information regarding claims, arbitration, mediation, and lawsuits attached (if applicable)? | ☐ |
| Information regarding pending County Code violation citations attached (if applicable)? | ☐ |
| <u>Form for Similar Projects and References</u> completed in its entirety and attached? | ☐ |
| Letters of Reference attached? (optional) | ☐ |
| Signed and notarized <u>Affidavit for Contractor</u> attached? | ☐ |
| An original and one copy of forms and attachments submitted? | ☐ |
| <u>Bidder's Checklist</u> included with submittal? | ☐ |

SECTION 00 43 13
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter called the Bidder, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **COBB COUNTY**, a political subdivision of the State of Georgia, as Obligee, hereinafter called Owner, in the sum of **Twenty-Five Thousand Dollars, (\$25,000)**, for the payment of which sum well and truly to be made, the said Bidder and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Bidder has submitted a bid for construction of this project located in Cobb County, Georgia, identified by the Cobb County Water System as **Program No. MC2026** and known as **FY25 – FY26 Water Meter Changeout Services (Residential/Light Commercial)** and consisting of the changeout (replacement) of up to 30,000 (annually) 5/8-inch, ¾-inch, 1 ½-inch to 2-inch, and 3-inch residential and light commercial water meters. Contract duration includes Cobb County fiscal years 2026 and 2027 (through September 30, 2027) with provisions for Owner option to extend for three additional one-year periods.

NOW THEREFORE, if the Owner shall accept the bid of the Bidder and the Bidder shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the execution thereof, or in the event of the failure of the Bidder to enter such Contract and give such bond or bonds, if the Bidder shall pay the Owner the penalty hereof, then this obligation shall be null and void, otherwise to remain in full force and effect, unless returned by Owner to Bidder; until Owner shall demand payment by Surety, all as allowed in Contract Documents.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

Signed and sealed this _____ day of _____ A.D. _____.

Attest:

_____ (SEAL)

Principal (Bidder)

By:

Signature

Typed Name

Title

Attest:

_____ (SEAL)

Surety

By:

Signature, Attorney-in-Fact

Typed Name

(Attach Certified Copy of Power of Attorney)

SECTION 00 43 14
AGREEMENT/CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____ in the year 2026, by and between **COBB COUNTY**, a political subdivision of the State of Georgia, hereafter called the Owner, and _____, hereinafter called the Contractor.

W I T N E S S E T H

That the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the project generally described as **FY26-FY27 Water Meter Changeout Services (Residential/Light Commercial), Program No. MC2026**.

The Owner shall not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contract or alteration which may be required in the work, release the Contractor from the obligation to finish the work within the time allowed.

2. CONTRACT TIME

The Contractor shall commence work promptly and coordinate satisfactorily with the Owner to meet the time schedule specified in each Work Order.

3. CONTRACT COMPENSATION

The Contractor agrees to perform all work specified in each Work Order and described in the Contract Documents for the unit prices as shown in the Bid Schedule.

The unit prices under the terms of this contract are valid through September 30, 2027. For each additional year the Contract is extended past September 30, 2027, an annual increase up to three (3) percent will be allowed over the duration of the Contract. No further increases to these unit prices will be allowed over the duration of the Contract.

4. PAYMENTS

It is hereby mutually agreed that the Owner is to pay and the Contractor is to receive the prices bid in the proposal herein contained, or hereto annexed, as full compensation for furnishing all materials, supplies, machinery, equipment, tools, apparatus and other means of construction, maintenance and repairs, and all management, supervision, and labor, and perform all construction maintenance and repair necessary to complete the work under the conditions herein specified and for fully complying with the terms and conditions of this Contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State tax against any item entering into the work of this Contract exclusive of profits, may be reimbursed to the Contractor by the Owner as provided hereunder.

5. PROGRESS AND FINAL PAYMENTS

The Contractor shall submit a Payment Application for each Work Order upon completion of all the work items contained in the Work Order. No partial Payment Application will be accepted unless specifically allowed in the Work Order. The Owner will make payments to the Contractor within a reasonable period of time after receipt of the Payment Application; but may withhold payment if the Owner determines there is unsatisfactory job progress, defective work, disputed work, actual or potential third party claims, failure to make timely payments for labor or materials, damage to other entities connected with the Work or reasonable evidence that the Work cannot be completed for the balance authorized in the Work Order. Payments that are not unreasonably delayed will bear no interest penalties. The terms of this paragraph and the entire Contract Documents are intended to supersede all provisions of the Prompt Pay Act, O.C.G.A. 13-11-1 through 13-11-11.

The Contractor shall present to the Owner the final request for payment within forty-five (45) days of the final inspection of the work performed under this Contract. The Owner reserves the right to reject any and all payment claims made by the Contractor after the forty-five (45) day period. In connection herewith and by execution of this document, the Contractor hereby agrees to waive any and all rights to such payments, the claims for which have not been submitted to the Owner within the required forty-five (45) day period.

6. CONTRACT DOCUMENTS

The Contract Documents which comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. ADVERTISEMENT FOR BIDS (00 11 13)
- B. INSTRUCTIONS TO BIDDERS (00 21 13)
- C. BID (00 41 13)
- D. STATEMENT OF QUALIFICATION (00 42 10)
- E. BID BOND (00 43 13)
- F. AGREEMENT/CONTRACT (00 43 14)
- G. NON-COLLUSION AFFIDAVIT (00 45 19)
- H. GEORGIA SECURITY AND IMMIGRATION ACT COMPLIANCE (00 45 53)
- I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION (00 45 54)
- J. PERFORMANCE BOND (00 61 13.13)
- K. PAYMENT BOND (00 61 13.16)
- L. GENERAL CONDITIONS (00 72 13)
- M. INSURANCE REQUIREMENTS FOR CONTRACTORS (00 73 16)
- N. BUSINESS LICENSE (00 73 17)
- O. SPECIFICATIONS: Divisions 1
- P. ADDENDA: No ____ Dated ____

7. TERM OF CONTRACT

The term of the Contract shall commence on the date of execution by the Board of Commissioners and terminate September 30, 2027. The Contract may be renewed for up to three (3) additional one-year periods at the discretion of the Owner.

8. MISCELLANEOUS

- A. Terms used in this Agreement/Contract are defined in the General Conditions and shall have the meanings described therein.
- B. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- C. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- D. Contract Documents constitute the entire Agreement/Contract between Owner and Contractor and may be altered, amended or repealed only by a duly executed written instrument, in the form of a change order.
- E. This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state and venue shall lie in Cobb County, Georgia. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement/Contract the day and year first above written. The Cobb County Board of Commissioners authorized the Chairwoman to execute this Agreement/Contract, the same being recorded in Minutes of Meeting of Board of Commissioners.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original.

Recommended:

Date of BOC approval:

Alicia S. Giddens
Director, Cobb County Water System

Approved as to form:

County Attorney's Office

CONTRACTOR

By:

Signature

Typed Name

Title

Date

Attest:

By: _____
Secretary

AFFIX SEAL

COBB COUNTY
OWNER

By:

Signature

Lisa N. Cupid
Typed Name

Chairwoman, Cobb County
Board of Commissioners

Date

Attest:

By: _____
Clerk

**SECTION 00 45 19
NON-COLLUSION AFFIDAVIT**

STATE OF GEORGIA
COUNTY OF COBB

PROJECT NAME: FY26-FY27 Water Meter Changeout Services (Residential/Light Commercial)

PROGRAM NO.: MC2026

(Name) Affiant

the _____
(Title or relationship to Bidding Entity)

Of _____
(Bidder's Company Name)

Affiant states upon oath that he/she has not, by himself or herself or otherwise, prevented or attempted to prevent competition in the bidding on this project by any means whatever, either directly or indirectly.

Affiant further states that he/she has not, by himself or herself or for another, prevented or endeavored to prevent anyone from making a bid therefore by any means whatsoever, nor has caused or induced another to withdraw a bid for the work.

(Signature of Affiant)

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

Notary Public

County

My commission expires: _____

SECTION 00 45 53
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
(Revised 07/01/13; supersedes all previous versions)

1. GENERAL

- A. The Georgia Security and Immigration Compliance Act (O.C.G.A. § 13-10-91) requires every contractor of a public employer and every subcontractor of a public employer's contractor that enters into a contract for the physical performance of services must register and participate in a federal work authorization program to verify employment eligibility of all newly hired employees. The applicable federal work authorization program is currently "E-Verify", an internet-based system operated by the Department of Homeland Security in partnership with the Social Security Administration, pursuant to the Immigration Reform and Control Act of 1986 (IRCA).
- B. Compliance with the requirements of the Georgia Security and Immigration Compliance Act (O.C.G.A. § 13-10-91), Rule 300-10-1 of the Georgia Department of Labor, and the following Procedures and Requirements of Cobb County are conditions of this Contract for the physical performance of services.
- C. Definitions.

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

2. PROCEDURES AND REQUIREMENTS

- A. **The attached CONTRACTOR AFFIDAVIT & AGREEMENT (Exhibit A), signed and notarized by the Bidder, must be submitted with the Bid to attest the Bidder's compliance with the Act.**

BIDS RECEIVED WITHOUT AN EXECUTED AFFIDAVIT WILL BE DEEMED NON-RESPONSIVE AND WILL BE DISQUALIFIED FROM FURTHER CONSIDERATION.

- B. The Contractor (or any subcontractor, regardless of tier) shall notify the Owner within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier.
- C. The Contractor shall obtain and provide to the Owner the attached Subcontractor Affidavit & Agreement (Exhibit A-1) and Immigration Compliance Certification (Exhibit A-2) from each subcontractor, regardless of tier, employed or retained for work under the Contract prior to the commencement of any work under the Contract or any subcontract.

- D. The Owner reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s).
- E. The Contractor and/or subcontractor retaining any other subcontractor to perform services under the Contract shall provide legal notice to any subcontractor of the requirements of the Owner for immigration compliance and further provide notice that the Owner reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s).
- F. Failure to comply with any of the Procedures and Requirements of the Owner (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by the Owner or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the Contract and shall entitle the Owner to dismiss the Contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements.
- G. Upon notice of a material breach of these provisions, the Contractor (or subcontractor, regardless of tier) is entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the Owner shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.
- H. Prior to commencing work under this Contract for the physical performance of services, the Contractor shall complete the attached Immigration Compliance Certification (Exhibit A-2) form and submit the same to the Owner.
- I. Prior to allowing any other subcontractor to perform work under the Contract, the Contractor shall obtain a completed Immigration Compliance Certification (Exhibit A-2) from each subcontractor (regardless of tier) and submit the same to the Owner.

AFFIDAVITS AND FORMS ON FOLLOWING PAGES

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit & Agreement (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 20__

Notary Public Commission Expires: _____

Effective 07/01/2013

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned subcontractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit & Agreement (EXHIBIT A-1) form prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME

ON THIS THE ____ DAY OF _____, 20____

Notary Public Commission Expires: _____

Effective 07/01/2013

IMMIGRATION COMPLIANCE CERTIFICATION
(To be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

FY26-FY27 WATER METER CHANGEOUT SERVICES (RESIDENTIAL/LIGHT COMMERCIAL)
(Project Name/Description)

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 20____

Notary Public Commission Expires: _____

Effective 07/01/2013

SECTION 00 45 54

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

As indicated in the *Instructions to Bidders* (Section 00 21 13), the Cobb County Government does not administer a Disadvantaged Business Enterprise (DBE) certification program; however, the County does desire to identify individuals/businesses certified and/or meeting the definition of a DBE who are providing products and/or services to Cobb County.

The Cobb County Government addresses DBE participation in the following ways:

1. All Contracts:

- a. DBE firms are requested to identify such status at the time they register as a Vendor with the County. (Contact the Procurement Services Department at 770-528-8400 or go to <https://www.cobbcounty.org/procurement-services/vendor-registration> for Vendor application instructions and forms.)
- b. DBE firms are requested to identify themselves at the time they propose to do business with the County. Contractors are to indicate their status on the DBE Identification Form included in Section 00 41 13 of these Contract Documents and submit this form with their bid.
- c. Contractors are requested to identify the DBE status and participation of any subcontractors that will be working on the project. This information is to be indicated on the Subcontractor Notification List (Section 00 73 18) submitted following award at the time of execution of the Contract Documents.
- d. Contractors are requested to submit a *Cobb County Government Disadvantaged Business Participation Monthly Report* with each request for payment. A copy of this form and instructions for its use follow this page.

2. Specifically Identified Contracts:

- a. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.
- b. This Disadvantaged Business Enterprise Plan applies only to projects which are clearly identified at the time of advertisement for bids.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REPORTING

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principal certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor(s).

*** Instructions ***

1. Complete the following *DBE Participation Monthly Report* form and submit with each request for payment.
2. Upon receipt of a Contractor/Vendor payment request, County staff will record the information. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to the Procurement Services Department (Attn.: DBE Report).

*** DBE Definition ***

A Disadvantaged Business Enterprise (DBE):

1. Is a firm that is under the control of someone in an ownership position (at least 51%) that:
 - a. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
 - b. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.; and,
 - c. Has a personal net worth which does not exceed \$1.32 million.
2. Meets the Small Business Administration's size standard for a small business and the average gross annual receipts for the three previous fiscal years does not exceed \$23.98 million; and,
3. Is organized as a for-profit business.

Note that the business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program participant.

COBB COUNTY GOVERNMENT DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
MONTHLY REPORT

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Procurement Services Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor From/To:

Cobb County Project Name: FY26-FY27 Water Meter Changeout Services (Residential/Light Commercial)

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Payment amount requested at this time: \$ _____

1. Are YOU, the Prime Contractor, a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

SECTION 00 61 13.13
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **COBB COUNTY**, hereinafter called Owner, in the sum of **Seventy-Five Thousand, (\$75,000)**, for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the ____ day of _____, 2026, with the Owner for **FY26-FY27 Water Meter Changeout Services (Residential/Light Commercial), Program No. MC2026**, in accordance with drawings and specifications prepared by the Cobb County Water System.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions; or,
- B. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The Contractor is required to provide the Owner a one-year guarantee covering workmanship and materials of the Project. This Performance Bond shall remain in force for one year from the date of Acceptance of the Project by the Owner.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2026.

Attest:

Principal (Bidder) (SEAL)

Signature

Typed Name

Title

Attest:

Surety (SEAL)

Signature Attorney-in-Fact

Typed Name

(Attach Certified and Dated Copy of Power of Attorney)
DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY BOC.
(Bond must not be dated prior to date of Agreement)

SECTION 00 61 13.16
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **COBB COUNTY**, hereinafter called Owner, in the sum of **Seventy-Five Thousand, (\$75,000)**, for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the ____ day of _____, 2026, with the Owner for **FY26-FY27 Water Meter Changeout Services (Residential/Light Commercial), Program No. MC2026**, in accordance with drawings and specifications prepared by the Cobb County Water System.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by

registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any 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.

2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

PROVIDED FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2026.

Attest:

_____(SEAL)
Principal (Bidder)

Signature

Typed Name

Title

Attest:

_____(SEAL)
Surety

Signature Attorney-in-Fact

Typed Name

(Attach Certified and Dated Power of Attorney)
DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY BOC.
(Bond must not be dated prior to date of Agreement)

SECTION 00 72 13
GENERAL CONDITIONS

TABLE OF CONTENTS

Section No.	Description	Page No.
PART 1 GENERAL		
1.01	DEFINITIONS OF WORDS AND TERMS	00 72 13-3
1.02	JOINT VENTURE CONTRACTOR	00 72 13-6
1.03	CONTRACT REQUIREMENTS	00 72 13-7
1.04	LABOR STANDARDS	00 72 13-7
1.05	LAWS, REGULATIONS AND PERMITS	00 72 13-8
1.06	HEADINGS	00 72 13-9
1.07	SUBCONTRACTS	00 72 13-9
PART 2 OWNER-CONTRACTOR AUTHORITY/RESPONSIBILITY		
2.01	AUTHORITY OF OWNER	00 72 13-9
2.02	RESPONSIBILITIES OF OWNER	00 72 13-12
2.03	AUTHORITY OF CONTRACTOR	00 72 13-12
2.04	RESPONSIBILITIES OF CONTRACTOR	00 72 13-13
2.05	OWNER-CONTRACTOR COORDINATION	00 72 13-21
PART 3 SPECIFICATIONS AND DRAWINGS		
3.01	INTERPRETATION OF SPECIFICATIONS AND DRAWINGS	00 72 13-24
3.02	DIVISION OF SPECIFICATIONS AND DRAWINGS	00 72 13-24
3.03	DISCREPANCIES IN SPECIFICATIONS AND DRAWINGS	00 72 13-25
3.04	SUBMITTALS	00 72 13-27
3.05	CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS	00 72 13-27
PART 4 MATERIALS, EQUIPMENT AND WORKMANSHIP		
4.01	GENERAL	00 72 13-28
4.02	PRODUCT DATA	00 72 13-28
4.03	QUALITY	00 72 13-28
4.04	MATERIAL AND EQUIPMENT SPECIFIED BY NAME	00 72 13-28
4.05	REQUESTS FOR SUBSTITUTION	00 72 13-29
4.06	DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS	00 72 13-30
4.07	STORAGE OF MATERIALS AND EQUIPMENT	00 72 13-31
4.08	MANUFACTURER'S DIRECTIONS	00 72 13-32
4.09	DEFECTIVE WORK	00 72 13-32
4.10	GUARANTEE	00 72 13-32

4.11	MATERIALS AND EQUIPMENT FURNISHED BY OWNER	00 72 13-33
------	--	-------------

PART 5 LIABILITY AND INSURANCE

5.01	LIABILITY OF CONTRACTOR	00 72 13-33
------	-------------------------	-------------

5.02	BONDS	00 72 13-34
------	-------	-------------

5.03	INSURANCE	00 72 13-35
------	-----------	-------------

PART 6 PROGRESS AND COMPLETION

6.01	NOTICE TO PROCEED	00 72 13-35
------	-------------------	-------------

6.02	CONTRACT TIME	00 72 13-35
------	---------------	-------------

6.03	SUSPENSION PROCEDURES	00 72 13-40
------	-----------------------	-------------

6.04	TERMINATION PROCEDURES	00 72 13-41
------	------------------------	-------------

6.05	SUBSTANTIAL COMPLETION	00 72 13-43
------	------------------------	-------------

6.06	POSSESSION OF PORTIONS OF THE PROJECT	00 72 13-45
------	---------------------------------------	-------------

6.07	ACCEPTANCE OF THE PROJECT	00 72 13-45
------	---------------------------	-------------

PART 7 MEASUREMENT AND PAYMENT

7.01	LIMITATIONS OF FUNDS	00 72 13-46
------	----------------------	-------------

7.02	PAYMENTS TO CONTRACTOR	00 72 13-47
------	------------------------	-------------

7.03	CHANGES IN THE WORK	00 72 13-50
------	---------------------	-------------

7.04	CHARGES TO CONTRACTOR	00 72 13-59
------	-----------------------	-------------

7.05	COMPENSATION TO OWNER FOR TIME EXTENSION	00 72 13-59
------	--	-------------

PART 1 GENERAL

1.01 DEFINITIONS OF WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

- A. Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the Contract and in notifying the Contractor in writing of the acceptability of the work.
- B. Act of God. A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone. Rain, wind, high water, or other natural phenomenon that might reasonably have been anticipated from historical records of the general locality of the Work shall not be construed as acts of God.
- C. Addenda. Supplemental written specifications or drawings issued prior to execution of the Contract that modify or interpret the Contract Documents by addition, deletion, clarification, or corrections.
- D. Bid. Offer of a bidder submitted on the prescribed form setting forth the price or prices of the Work to be performed.
- E. Bidder. Individual, partnership, corporation, or a combination thereof, including joint venturers, offering a bid to perform the Work.
- F. Construction Manager. The person designated, in writing, by the Owner to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Contact by the Contractor with the Owner and Engineer shall be through the Construction Manager.
- G. Contract. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the Work.
- H. Contract Documents. The Contract comprises the documents listed below. Approved shop drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 - 1. Advertisement for Bids
 - 2. Instructions to Bidders
 - 3. Bid
 - 4. Bid Bond
 - 5. Agreement
 - 6. Noncollusion Affidavit
 - 7. Georgia Security and Immigration Compliance Affidavit
 - 8. Performance Bond
 - 9. Payment Bond

10. Subcontractor Notification List
 11. General Conditions
 12. Specifications
 13. Contract Drawings
 14. Addenda
 15. Notice of Award
 16. Notice to Proceed
 17. Change Orders
 18. Directives
- I. Contract Drawings. The drawings included in the Contract Documents plus those prepared by the Owner pursuant to the terms of the Contract. They include:
1. Drawings.
 2. Modifying drawings issued by addenda.
 3. Drawings submitted by the Owner to the Contractor during the progress of the Work either as attachments to the change orders or as explanatory supplements to drawings and modifying drawings issued by addenda.
- J. Contract Price. Amount payable to the Contractor under the terms and conditions of the Contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the Contract.
- K. Contract Time. Number of calendar days stated in the Contract for the completion of the Work; such completion as evidenced by the Owner's Acceptance.
- L. Contractor. The individual, partnership, corporation, or combination thereof, including joint venturers who enter into the Contract with the Owner for the performance of the Work.
- M. Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.
- N. County. Cobb County, Cobb County Board of Commissioners, Cobb County Water System or any combination thereof. Also referred to as the Owner.
- O. Day. Calendar day.
- P. Direct. Action of the Owner or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.
- Q. Directive. Written documentation of the actions of the Owner or Construction Manager in directing the Contractor.
- R. Engineer. The entity designated by the Owner to address issues deferred to it that affects the design and intent of the design of the Project.

- S. Equipment. Mechanical, electrical, instrumentation or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.
- T. Furnish. To deliver to the job site or other specified location any item, equipment or material.
- U. Herein. Refers to information presented in the Contract Documents.
- V. Holidays. Legal holidays are New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Day.
- W. Install. Placing, erecting, or constructing complete in place any item, equipment, or material.
- X. May. Refers to permissive actions.
- Y. Owner. Cobb County, a political subdivision of the State of Georgia and/or Cobb County Water System (may be used interchangeably).
- Z. Owner's Representative. The person designated in writing by the Owner to act as its agent on specified matters relating to this Contract.
- AA. Paragraph. For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs, called out by section number and alphanumeric designator. For example, this definition is found in paragraph 00 72 13-1.02; permits and licenses are discussed in paragraph 00 72 13-1.06 B.
- BB. Person. The term, person, includes firms, companies, corporations, partnerships, and joint ventures.
- CC. Project. The undertaking to be performed under the provisions of the Contract.
- DD. Provide. Furnish and install, complete in place.
- EE. Punch List. List of incomplete items of Work and of items of Work that are not in conformance with the Contract.
- FF. Resident Project Representative. See Construction Manager. The Construction Manager shall function as the Resident Project Representative (RPR).
- GG. Shall. Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.
- HH. Shown. Refers to information presented on the Drawings, with or without reference to the Drawings.

- II. Specifications. That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship.
- JJ. Specify. Refers to information described, shown, noted or presented in any manner in any part of the Contract.
- KK. Submittals. The information that is specified for submission to the Engineer through the Construction Manager in accordance with Division 1 of the Contract Documents.
- LL. Substantial Completion. Sufficient completion of the Project or the portion thereof to permit utilization of the Project, or portion thereof for its intended purpose. Substantial completion requires not only that the Work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed Work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the Contract nor shall substantial completion of all or any part of the Project entitle the Contractor to acceptance under the Contract.
- MM. Substantial Completion Date. Date when the Owner puts into service the Project, or that portion of the Project that has been determined to be substantially complete.
- NN. Utility. All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, casings, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or aboveground to furnish products or services related to, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications including fiber optics, cable television, sanitary sewer, storm sewer, water, and traffic control systems.
- OO. Will. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.
- PP. Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the Contract.

1.02 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the Contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication required to be or that may be given by the Owner or the Construction Manager to the Contractor under this Contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to the Owner or the Construction Manager under this Contract shall be deemed to have been given by and shall bind all persons being the Contractor.

1.03 CONTRACT REQUIREMENTS

A. SUCCESSORS' OBLIGATIONS:

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the Owner and their respective heirs, executors, administrators, successors and assigns.

B. ASSIGNMENT OF CONTRACT:

The Contract shall not be assigned in whole or in part without the written consent of the Owner. Involuntary assignment of the Contract as caused by the Contractor being adjudged bankrupt, assignment of the Contract for the benefit of Contractor's creditors or appointment of a receiver on account of Contractor's insolvency shall be considered as failure to comply with the provisions of the Contract and subject to the termination provisions contained herein.

C. WAIVER OF RIGHTS:

Except as herein provided, no action or want of action on the part of the Contractor, Owner, Owner's Representative, Engineer or Construction Manager at any time with respect to the exercise of any right or remedies conferred upon them under this Contract shall be deemed to be a waiver on the part of the Contractor and Owner of any of their rights or remedies. No waiver shall be effective except in writing by the party to be charged. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

D. AMENDMENT OF GENERAL CONDITIONS:

These general conditions may be amended only by mutual consent of the Owner and the Contractor in writing.

1.04 LABOR STANDARDS

No work shall be performed between the hours of 6:00 p.m. and 7:00 a.m. or on Saturdays, Sundays or holidays except as such work as is necessary for the proper care and protection of the Work already performed, in the case of an emergency, or during approved, scheduled, and planned connections to existing facilities.

It is understood that the proposed construction schedule is based upon a normal 40-hour, five-day workweek, less recognized holidays. The Contractor may schedule his operations as desired within the designated core work hours and may work up to 50 hours per week. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request through the Construction Manager to the Owner, a minimum of five days prior to the desired work date.

1.05 LAWS, REGULATIONS AND PERMITS

A. GENERAL:

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the Drawings, Specifications or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, he shall promptly notify the Construction Manager in writing of such variance. The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules or regulations.

B. PERMITS AND LICENSES:

Unless otherwise specified herein, permits and licenses from governmental agencies that are necessary only for and during the prosecution of the Work and the subsequent guarantee period, including the Cobb County Building Permits, shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies that are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner. Water and sewer impact fees are not applicable to this Project.

The Cobb County Land Disturbance Permit for this Project will be obtained by the Owner and will be made available to the Contractor. The Contractor shall be responsible for complying with all of the terms and special conditions of permit approvals.

C. PATENTS AND ROYALTIES:

The costs involved in fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Work under this Contract or with the use of completed Work by the Owner, shall be paid by the Contractor. The Contractor and his sureties shall protect and hold the Owner, the Engineer, and the Construction Manager, together with their officers, agents and employees, harmless from any and all loss, defense cost, and expenses and against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, his agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract.

Descriptive information of these substitutions shall be submitted to the Engineer through the Construction Manager for determination of general conformance to the design concept and the construction Contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, his officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

1.06 HEADINGS

Headings to parts, divisions, sections, paragraphs, subparagraphs and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

1.07 SUBCONTRACTS

The Contractor shall perform with his own organization not less than one-half of the Work and shall not sublet to one subcontractor more than one-third of the Work without the previous written consent of the Owner. The Contractor shall obtain the Owner's written consent of all subcontractors who will perform subcontract work.

PART 2 OWNER-CONTRACTOR AUTHORITY/RESPONSIBILITY

2.01 AUTHORITY OF OWNER

A. GENERAL:

The Owner, acting through the Owner's Representative, the Engineer and the Construction Manager, shall have the authority to act as the sole judge of the work and materials with respect to both quantity and quality as set forth in the Contract. It is expressly stipulated that the Drawings, Specifications and other Contract Documents set forth the requirements as to the nature of the completed work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent on the method of performance.

B. AUTHORITY OF OWNER'S REPRESENTATIVE:

1. General: The Owner's Representative has the authority to act on behalf of the Owner on change orders, directives, progress payments, contract decisions, acceptability of the Contractor's work, and early possession.
2. Change Orders: The Owner's Representative has the authority to make recommendations to the Board of Commissioners to accept or reject change orders proposed by the Construction Manager, the Engineer, or the Contractor.

3. Directives: The Owner's Representative has the authority to issue Directives to the Contractor and to accept or reject Directives that have been proposed by the Construction Manager.
4. Progress Payments: The Owner's Representative has the authority to accept or reject requests for progress payments that have been submitted by the Contractor and recommended by the Construction Manager.
5. Contract Decisions: Should the Contractor disagree with the Construction Manager's decision with respect to the Contract, the Contractor may request that the Owner's Representative review the Construction Manager's decision and make a determination on behalf of the Owner in the manner provided under paragraph 00 72 13-2.05 F.
6. Acceptability of Work: The Owner's Representative has the authority to make the final determination of the acceptability of the Work as provided under paragraph 00 72 13-6.05 and 00 72 13-6.07. The Owner's Representative also has the authority to accept or reject the Construction Manager's recommendations regarding retention of defective work as provided in paragraph 00 72 13-4.09 B.
7. Early Possession: The Owner's Representative has the authority to take early possession in accordance with paragraph 00 72 13-6.06.

C. **AUTHORITY OF CONSTRUCTION MANAGER:**

1. General: The Construction Manager is the construction site representative of the Owner employed to act as advisor and consultant to the Owner in construction matters related to the Contract. The Owner has delegated his authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the Work under the Contract. The Construction Manager interprets the intent and meaning of the Contract and makes initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract. The Construction Manager's decisions are subject to review by the Owner's Representative in accordance with paragraph 00 72 13-2.05 F.
2. Inspection of Construction: The Construction Manager shall have access to the Work and to the site of the Work and to the places where work is being prepared or where materials, equipment, and machinery are being obtained for the Work. If requested by the Construction Manager, the Contractor shall provide the assistance necessary for obtaining such access, and shall provide information related to the inspection of construction.
3. Change Orders and Use of Allowances: The Construction Manager has the authority to initiate or recommend change orders or use of allowances. Such

change orders and use of allowances are subject to review and approval by the Owner.

4. Limits of Construction Manager's Responsibility: The Construction Manager shall not be responsible for the acts or omissions of any contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work. The Construction Manager shall not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Services provided by Construction Manager during construction shall not impose on Construction Manager responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, Construction Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

D. AUTHORITY OF THE ENGINEER

1. General: The Engineer will assist the Owner by providing technical and engineering support services and coordinating with the Construction Manager during project coordination. The engineering support services will consist of technical reviews of requests for information submitted by the Contractor, development of Designer Clarifications, providing technical evaluations of Contractor-initiated and Owner-initiated change orders, review of Contractor-initiated substitution requests for equipment and/or materials, review of submittals, attendance at weekly progress meetings, periodic site visits, review of manufacturers' operations and maintenance manuals, development of an Operations Manual and assisting in plant start-up and operator training.
2. Limits of Engineer's Responsibility: The Engineer shall not be responsible for the acts or omissions of any contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work. The Engineer shall not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Services provided by Engineer during construction shall not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Engineer is not responsible for providing Resident Engineering services. Site visits/inspections are periodic. As such, the Engineer's professional

opinions rendered pursuant to site visits/inspections shall be based solely upon the information provided, observations reported on, knowledge and belief, formulated in accordance with commonly accepted procedures consistent with applicable standards of practice, and as such does not constitute a guaranty or warranty, either expressed or implied.

2.02 RESPONSIBILITIES OF OWNER

A. ATTENTION TO WORK:

The Owner shall notify the Contractor in writing of the name of the Owner's Representative and of the Construction Manager. The Construction Manager normally will be at the site of the Work. During his absences, the Contractor may contact a previously designated representative of the Construction Manager.

B. OWNER'S EMPLOYEES:

The Owner shall be responsible for the adequacy, efficiency, and sufficiency of his employees and of any consultant, supplier or subcontractor employed by the Owner.

C. REFERENCE POINTS:

The Owner or Engineer will provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable the Contractor to proceed with the Work.

2.03 AUTHORITY OF CONTRACTOR

A. CONTRACTOR'S REPRESENTATIVE:

The Contractor shall notify the Owner in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matters relating to this Contract. This person shall have authority to carry out the provisions of the Contract and to supply materials, equipment, tools and labor without delay for the performance of the Work.

B. CONSTRUCTION PROCEDURES:

The Contractor will supervise and direct the Work. He has the authority to determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the Contract, a means, method, technique, sequence or procedure for construction of that item of work.

C. SUBCONTRACTORS:

Subcontractors will not be recognized as having a direct relationship with the Owner. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in the Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the Owner, the Engineer or the Construction Manager shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

2.04 RESPONSIBILITIES OF CONTRACTOR

A. SUBCONTRACTORS, MANUFACTURERS AND SUPPLIERS:

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees.

The Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

The Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with the Construction Manager through the Contractor.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

B. CONTRACTOR'S EMPLOYEES:

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of his employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them. Upon written notification from the Owner, Contractor shall immediately remove from the job, for its duration, any laborer, worker, mechanic, foreman, superintendent or other person employed who is found to be intemperate, troublesome, disorderly or otherwise objectionable. The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the Work.

C. PAYMENT FOR LABOR AND MATERIALS:

The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials

used by him and his subcontractors during the performance of Work under this Contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner.

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the Owner at all reasonable times for inspection and copying.

The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

D. PROSECUTION OF THE WORK:

1. Attention to the Work: The Contractor, acting through his representative, shall give personal attention to and shall manage the Work so that it shall be prosecuted faithfully. When his representative is not personally present at the Project site, his designated alternate shall be available and shall have the authority to act on the Contract.
2. Protection of the Work: The Contractor shall take all necessary precautions and provide the necessary protection to prevent damage or loss to the Work, including work partially complete and stored materials and equipment to be incorporated into the Work, whether in storage on or off the site.
3. Extent of the Work: Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
4. Lines and Grades. All Work shall be done to the lines, grades, and elevations indicated on the Drawings. Basic horizontal and vertical control

points will be identified by Construction Manager to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.

The Contractor shall provide an experienced instrument person, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish, without charge, competent persons and such tools, stakes, and other materials as the Construction Manager may require in checking survey, layout, and measurement work performed by the Contractor.

The Contractor shall keep the Construction Manager informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that horizontal and vertical control points may be established, and any checking deemed necessary by the Construction Manager may be done with minimum inconvenience to the Construction Manager and minimum delay to the Contractor.

The Contractor shall remove and reconstruct work which is improperly located.

The Contractor shall protect all horizontal and vertical control points identified by the Construction Manager from damage. Contractor shall relocate all horizontal and vertical control points which will be impacted by the construction operations to a location on the Site which is acceptable to the Owner and the Construction Manager. Contractor shall replace all horizontal and vertical control points which are damaged.

5. Connections to Existing Facilities.

- a. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from Owner or the owning utility prior to undertaking connections. Contractor shall protect facilities against deleterious substances and damage.
- b. Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.
- c. At least 21 days prior to each connection to an existing facility, the Contractor shall submit to the Construction Manager for review and approval a detailed shutdown and connection plan in accordance with

Section 01 33 00 – Submittals. A separate submittal is required for each connection to an existing facility. The shutdown and connection plan shall provide the Contractor's schedule for the shutdown and connection, sequencing details and sketches indicating the sequence of the Work to be performed, as well as a listing of the materials required for the Work. The Contractor's schedule for shutdowns and connections shall be acceptable to the Owner and the Construction Manager.

- d. Approximately 14 days prior to the scheduled shutdown, a coordination meeting shall be conducted to review the Contractor's shutdown and connection plan. The Contractor, Construction Manager, Engineer, and Owner shall attend the meeting. The Construction Manager shall preside at the meeting. The purpose of the meeting will be to review the schedule/sequence of activities for the shutdown and connection, establish coordination efforts, and develop contingency plans.
- e. A minimum of 7 days prior to the scheduled shutdown, based on discussions from the coordination meeting, the Contractor shall submit a revised shutdown and connection plan and a detailed responsibility matrix to the Construction Manager for review and approval. The Contractor shall also provide certification that all required materials for the connection to the existing facility are onsite and ready for use.
- f. Within three days of receipt of an acceptable shutdown and connection plan and certification from the Contractor that all required materials to make the connection are onsite and ready for use, Owner shall grant permission to Contractor to make the connection; notwithstanding granting of permission, the Owner reserves the right to unilaterally cancel any planned shutdown if prevailing circumstances warrant such action.
- g. Prior to the commencement of each connection, the existing facility or pipeline to which the connection is being made and any other facilities connected thereto, shall be isolated from service and prepared for connection (e.g., evacuated, dewatered, etc.) by the Contractor at no additional cost to the Owner.
- h. Unless otherwise acceptable to the Owner and Construction Manager, each connection to an existing facility shall be scheduled independently of one another and shall not occur concurrently. The Contractor shall provide adequate equipment and workforce to ensure that the connection is completed within the required timeframe.
- i. The Contractor shall provide any additional temporary plugs, sleeves, couplings, closure pieces, restraining devices, bulkheads, dewatering pumps and systems, and any other miscellaneous appurtenances required to perform the Work in the specified sequence at no additional cost to the Owner.

E. USE OF THE SITE

1. Operating/Staging Area: Contractor shall confine all operations, including storage of materials on the site, to Owner-approved areas as shown on the Drawings.
2. Temporary Buildings: Temporary buildings (including storage sheds, shops, and offices) may be erected by the Contractor on the site only with the consent of the Owner and without expense to the Owner. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the Work. When the Contractor uses any portion of the site as a shop, the Contractor shall be responsible for any repairs, patching, or cleaning arising from such use and for obtaining any necessary permits to establish such shop or temporary storage facilities.
3. Use of Roadways: The Contractor shall use only established roadways or temporary roadways authorized by the Owner. When materials are transported during prosecution of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation. Any damage to existing roadways caused by the Contractor's activities during prosecution of the Work shall be repaired by the Contractor.
4. Clean-up and Disposal/Removal of Materials: The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the Work shall present a neat, orderly and workmanlike appearance at all times. The Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal of all such materials and components. The Contractor shall provide the Owner with a copy of all manifests and receipts evidencing proper disposal when required by the Owner or applicable law.
5. Employee Parking: On-site parking for the vehicles of the Contractor's or subcontractors' employees shall be restricted to those areas specifically designated for that purpose on the Drawings. If no such areas are shown, or if additional parking areas are required, it shall be the sole responsibility of the Contractor to arrange and pay for off-site employee parking and to provide transportation from the parking area to the Work site. Violations of on-site parking requirements will result in the impoundment and towing of vehicles, with all costs thereof to be paid by the owner of the vehicle(s). Repeated violations will result in the revocation of any on-site employee parking privileges.
6. Sanitary Facilities: The Contractor shall furnish temporary sanitary facilities at the site for the needs of all construction workers and others performing work or furnishing services on the Project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If

toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site. The use of restroom facilities in any existing building on the site by employees of the Contractor or his subcontractors is prohibited.

7. Hazardous Materials, Fuel/Oil Storage: All hazardous materials shall be locked up in approved storage areas and containers, and in compliance with the latest EPA regulations. Fuel and oil storage areas on site shall be configured and maintained in strict conformance with federal, state, and local fire safety regulations and requirements.
8. Concrete Wastes. Waste concrete shall be deposited, and mix trucks washed out, in a properly designed and operated Concrete Waste Management area installed by the Contractor in a location approved by the Construction Manager and the Owner. Collected waste materials shall be disposed of by the Contractor in conformance with applicable laws and regulations, and in a manner acceptable to the Owner.
9. Temporary Residence. Travel trailers, recreational vehicles, mobile homes or similar means to provide overnight accommodations will not be allowed at the site of the Work. Workmen will not be allowed to remain on the site before or after work hours. Overnight use of the site will only be allowed when construction scheduling may require 24-hour shifts or when otherwise approved by the Owner.
10. Owner's Security Program. The Contractor and his employees, subcontractors, vendors, and other persons employed by the Contractor for the execution of the Work, shall comply with the Owner's security program related to the site of the Work and the operation of the facility. Security measures will involve proper identification of persons and vehicles, controlled access to the facility during certain hours of the day and/or days of the week, maintenance of site fencing, and other related requirements. The Owner assumes no responsibility for the security of the Contractor's plant and equipment, nor for any materials or equipment stored by the Contractor on the site of the Work.
11. Dust Control. The Contractor shall be responsible for the control of fugitive dust emissions from the construction site, implementing measures such as appropriate planning, sequencing, and training, development of consistent materials handling procedures, application of dust suppressants, use of wind barriers, and other project-specific measures. The Contractor shall make adequate provision to fully protect the surrounding area from damage by dust, fumes, or spray caused by construction activities. Protect all of the Owner's existing facilities (indoors or out), including motors, bearings, electrical gear, instrumentation, HVAC equipment, and building surfaces by enclosure, masking, covering, exhausting, containment, dust palliatives, or other effective means. The disposable intake filters of existing HVAC units with the impact zone of construction activities shall be replaced by the

Contractor on a monthly basis for the duration of the Project, or until adequate stabilization of surfaces is attained in the opinion of the Construction Manager.

F. PROTECTION OF WORK, PROPERTY, AND PERSONS:

1. The Contractor shall be responsible for conditions of the site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the site. This obligation shall apply continuously and shall not be limited to normal working hours. The Owner's inspection of the Work or presence at the site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.
2. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction bearing on the safety of persons or property or their protection from damage, injury, or loss.
3. Unless otherwise required in the Contract Documents, the Contractor shall protect and be responsible for any damage or loss to the Work or to the materials and equipment associated with the Work until the date of Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, subcontractors, suppliers, or third parties authorized or allowed on the site by the Contractor until Acceptance of the Project.
4. The Contractor shall also be solely and completely responsible for damages arising from the Work that affect property adjacent to the site.
5. The Contractor shall repair or replace without cost to the Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of the Owner.
6. The Contractor shall erect and maintain adequate signs, fencing, barricades, lights, or security measures and persons to protect the Work until the Owner's Representative authorizes in writing the removal of signs, fencing, barricades, lights, or security measures.

G. PROTECTION OF PERSONS:

1. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be

affected by such work. The Contractor shall designate a responsible member of its organization at the site whose duty shall be to manage and coordinate the safety programs and to prevent accidents of the Contractor and subcontractors.

2. Except as otherwise stated in the Contract, if the Contractor encounters, on the site, material reasonably believed to be Hazardous Material including but not limited to asbestos, lead, or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and give Notice of the condition to the Owner. Work in the affected area shall not be resumed without written direction by the Owner.
3. The Contractor shall maintain in a reasonable number of conspicuous and accessible places at the site all materials necessary for giving first aid to the injured. The Contractor shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, of persons who may have been injured on the site. The Contractor shall ensure that at least one of its employees on site has adequate training in first aid. Employees shall not be permitted to work on the site before the Contractor has:
 - a. Provided all materials necessary for giving first aid at the site; and,
 - b. Established and made known procedures for removal of injured persons to a hospital or doctor's care.
4. In order to protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments, and regulations issued thereunder, and the provisions of state and local safety and health regulations. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA or other safety requirements applicable to the Work may be considered a breach of this Contract.
5. The Contractor's attention is drawn to the fact that additional hazards are present at facilities that convey, pump, and treat wastewater. These hazards arise from the presence of pathogens in the wastewater and from the slime and scum layer that coat walking, working, and other surfaces. In dealing with these hazards, the Contractor shall take special precautions appropriate for the prevailing conditions to ensure worker safety.
6. Work in Confined Spaces:
 - a. The provisions of OSHA Regulation Standards – 29 CFR Section 1910.146, "Permit-Required Confined Spaces", have been adopted by Owner and shall apply to Work under this Contract. The Owner has established a confined-space entry program for its own use, and will be responsible for enforcement of the program for Owner's personnel only.

- b. The Contractor is hereby notified that the existing manholes and other structures on the site, included under the confined-space definition of 29 CFR 1910.146, shall be considered as hazardous locations with hazardous atmospheric conditions. The structures may contain methane, hydrogen sulfide, carbon dioxide, and other gases which are dangerous to life or health. Contractor shall allow its personnel or subcontractors to enter these confined spaces only through compliance with an entry permit program as specified herein.
 - c. The Contractor shall establish and maintain a confined-space entry program appropriate to the structures and conditions encountered. The program shall meet the requirements of 29 CFR 1910.146 and shall specifically address the provisions of Paragraph (d) therein. The Contractor shall enforce the requirements of Paragraphs (e) and (f), shall establish and conduct a training program in accordance with Paragraph (g), and shall comply with all other applicable requirements of the referenced regulation.
 - d. Upon request, the Owner's confined-space entry program will be made available to the Contractor for review, but Owner's program shall not be considered as necessarily addressing all steps and measures to be taken into account. Contractor shall cooperate with Owner for coordination of activities whenever Contractor's personnel and Owner's personnel will both be working in or near the confined spaces at the same time.
7. Lockout/Tagout. The Contractor is advised that the Owner has established a "Lock-out / Tag-out" program for the facility. The Contractor shall establish and adhere to a "Lock-out / Tag-out" program for new facilities and shall be responsible for adhering to the provisions of the Owner's program for existing facilities.
8. Hazardous Areas. The Contractor is advised that certain hazardous chemicals may be stored, handled, and used at wastewater treatment facilities. The Owner will make copies of MSDS sheets and other information about the chemicals, their uses and hazards available to Contractor's personnel, upon request of the Contractor. The Contractor shall be fully responsible for the safety of his employees and any subcontractors and shall develop and adhere to a site-specific safety program which accounts for the hazards of the facility.

H. COOPERATION WITH CONSTRUCTION MANAGER:

The Contractor, when requested, shall assist the Construction Manager in obtaining access to work that is to be inspected. The Contractor shall provide the Construction Manager with information requested in connection with the inspection of the Work.

2.05 OWNER-CONTRACTOR COORDINATION

A. SERVICE OF NOTICE:

Notice, order, direction, request or other communication given by the Construction Manager or Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of his officers, clerks or employees or posted at the site of the Work or mailed to any post office addressed to the Contractor at the address given in the Contract or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor a day after the day of mailing.

B. SUGGESTIONS TO CONTRACTOR:

Plan or method of work suggested by the Owner or the Construction Manager to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Owner and the Construction Manager assume no responsibility therefor and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of work.

C. COOPERATION:

The Contractor agrees to permit entry to the site of the Work by the Owner or other contractors performing work on behalf of the Owner. The Contractor shall afford to the Owner, other subcontractors and their employees, reasonable facilities and cooperation and shall arrange his work and dispose of his materials in such a manner as to not interfere with the activities of the Owner or of others upon the site of the Work. The Contractor shall promptly make good any injury or damage that may be sustained by other contractors or employees of the Owner at his hands. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner shall arrange meetings with other contractors performing work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other contractors.

Differences or conflicts arising between the Contractor and other contractors employed by the Owner or between the Contractor and the workers of the Owner with regard to their work shall be submitted to the Construction Manager for his decision in the matter. If the work of the Contractor is affected or delayed because of any act or omission of other contractors or of the Owner, the Contractor may submit for the Owner's consideration, a documented request for a change order.

D. DEVIATION FROM CONTRACT:

The Contractor shall not make an alteration or variation in, addition to, or deviation or omission from the terms of this Contract without the written consent of the Owner.

E. APPEAL TO THE CONSTRUCTION MANAGER FOR RECONSIDERATION OR FOR COMPENSATION:

1. In the event the Contractor disagrees with a decision of the Construction Manager or considers that the decision requires extra Work which causes additional costs or cause additional time on the critical path, he shall, within 5 calendar days, notify the Construction Manager in writing of the disagreement or of the claimed extra Work involved and the associated estimated additional cost and additional time of said Work.
2. The Contractor shall prepare and submit complete documentation of the nature and cost of extra Work within 10 calendar days of submittal of written notification of disagreement.
3. The Construction Manager shall make a determination in writing to the Contractor within 10 calendar days from the receipt of the Contractor's complete submittal of the nature and cost of the alleged extra Work.

F. APPEALS TO THE OWNER'S REPRESENTATIVE:

1. In the event the Contractor disagrees with any determination or decision of the Construction Manager, the Contractor may appeal the determination or decision to the Owner's Representative.
2. A Notice of Appeal must be submitted in writing by the Contractor to the Owner's Representative within 15 calendar days of the date of such determination or decision by the Construction Manager. Failure of the Contractor to appeal the decision or determination of the Construction Manager within said 15-day period shall constitute a waiver of the Contractor's right to thereafter assert an appeal resulting from such determination or decision.
3. Within 30 calendar days following the submittal of a Notice of Appeal the Contractor must submit in writing full documentation related to the Appeal, including:
 - a. A detailed factual statement of the Appeal providing all necessary details, dates, locations, and items of Contract Work affected;
 - b. Copies of documents and a written description of the substance of any oral communications that concern or relate to the Appeal;

- c. The specific provisions of the Contract Documents on which the Appeal is based;
 - d. If an adjustment in the Contract Price is sought, the exact amount sought, accompanied with all records meeting the requirements herein for Contractor Change Proposals; and,
 - e. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought, accompanied by a schedule analysis meeting the requirements herein for Changes in Contract Time.
- 4. The Owner's Representative shall review the appeal and transmit his decision in writing to the Contractor within 45 calendar days from the date of receipt of the appeal. At the discretion of the Owner's Representative, additional information may be requested from the Contractor or the review period may be extended, following written notice to the Contractor.
 - 5. Pending final decision of an Appeal hereunder, the Contractor shall proceed diligently with the performance of the Work, including that work associated with the Appeal, and maintain its progress with the Work.
 - 6. The Contractor shall have the burden of proof to demonstrate entitlement to the relief sought through the Appeal process.

G. USE OF CONTRACTOR'S PLANT AND EQUIPMENT:

Contractor agrees to make available to the Owner his plant and equipment for the performance of work at the Project site. The Owner agrees that the use of such plant and equipment shall be considered as extra work and paid for accordingly.

PART 3 SPECIFICATIONS AND DRAWINGS

3.01 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

A. GENERAL:

The Specifications and Drawings are intended to be complementary of each other. Work specified on the Drawings and not in the Specifications, or vice versa, shall be executed as if specified in both.

B. BEFORE STARTING CONSTRUCTION:

Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer through Construction Manager any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from the Construction Manager before proceeding with any work affected thereby; however, Contractor shall not be liable to Owner, Construction

Manager or Engineer for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless Contractor knew or reasonably should have known thereof.

C. REQUEST FOR CLARIFICATION:

In the event the Work to be done or matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Engineer through the Construction Manager for further explanations as may be necessary and shall conform thereto so far as may be consistent with the terms of the Contract. In the event of doubt or question arising respecting the true meaning of the Specifications or Drawings, reference shall be made to the Construction Manager for his decision. Should the Contractor disagree with the Construction Manager's decision, he may appeal to the Owner's Representative in accordance with paragraph 00 72 13-2.05 E.

3.02 DIVISION OF SPECIFICATIONS AND DRAWINGS

Specifications and Drawings are divided into groups for the convenience of the Owner, Construction Manager and Engineer. These divisions are not for the purpose of apportioning work or responsibility for work among subcontractors, suppliers and manufacturers.

3.03 DISCREPANCIES IN SPECIFICATIONS AND DRAWINGS; DIFFERING CONDITIONS

A. ERRORS AND OMISSIONS:

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the Owner's fieldwork, he shall immediately inform the Construction Manager in writing. The Construction Manager shall promptly review the matter and if he finds an error or omission has been made, he shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, an adjustment to the Contract will be developed through the procedures outlined herein for Changes in the Work. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at his risk unless authorized by the Construction Manager. In the event the Contractor disagrees with the determination of the Construction Manager under this provision, he may appeal to the Owner's Representative in accordance with paragraph 00 72 13-2.05 F.

B. CONFLICTING PROVISIONS:

In cases of conflict between the Specifications and Drawings, the Specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two or more locations on the Drawings and in the

Specifications, the Contractor shall request a clarification from the Engineer through the Construction Manager.

C. UNDERGROUND FACILITIES:

The Owner has endeavored to determine the existence of underground facilities at the site of the Work from the records of the owners of known utilities in the vicinity of the Work and from records of previous construction activities at the site. The positions of these underground facilities as derived from such records are shown on the Drawings. No excavations were made to verify the locations shown for underground facilities. The service connections to utilities are not shown on the Drawings. It shall be the responsibility of the Contractor to determine the exact location of underground facilities, utilities, and service connections thereto. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing underground facilities, prior to commencing work which could result in damage to such facilities. The Contractor shall immediately notify the Construction Manager as to any underground facility discovered by him in a different position than shown on the Drawings or which is not shown on the Drawings.

Work on underground facilities shall be performed and paid for as follows:

1. Shown or Indicated: the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all underground facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such underground facilities, including Owner, during construction, and
 - d. the safety and protection of all such underground facilities and repairing any damage thereto resulting from the Work.
2. Not Shown or Indicated: If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith (except in an emergency), identify the owner of such underground facility and give written notice to that owner and to Owner and Construction Manager. Construction Manager will promptly review the underground facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the underground facility. During such time, Contractor shall be responsible for the safety and protection of such underground facility.

If the Construction Manager concludes that a change in the Contract Documents is required, a Directive will be processed to reflect and document such consequences. An equitable adjustment may be made in the Contract Price or Contract Times, or both, to the extent that such adjustment is attributable to the existence or location of any underground facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. The adjustment to Contract Time shall be in conformance with the requirements specified elsewhere herein regarding impact to controlling activities on the critical path of the schedule.

E. DIFFERING SITE CONDITIONS:

1. The Contractor shall promptly, in any event no later than five days, and before such conditions are disturbed, notify the Owner in writing of:
 - a. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract.
 - b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
2. Unless otherwise agreed upon in writing by the Construction Manager, within fourteen days of the Contractor's initial written notification of the Differing Site Condition to the Owner, the Contractor shall provide a change proposal in accordance with the requirements of paragraph 00 72 13-7.03 of this Section and:
 - a. A detailed description of the Differing Site Condition; and,
 - b. Substantive, contractual, and technical basis supporting the existence of the Differing Site Condition and its impacts.
3. The Owner shall promptly investigate the alleged Differing Site Conditions and respond to the Contractor's Notice of Differing Site Conditions and issue a Directive if appropriate.
4. Waiver:
 - a. If the Contractor's actions disturb the site such that the Owner or Construction Manager cannot adequately and fully investigate the alleged Differing Site Condition, the Contractor waives its right to receive any additional time or money as a result of the Differing Site Condition.
 - b. Failure by the Contractor to provide either (i) immediate notice or (ii) a change proposal shall constitute a waiver of the Contractor's right to

receive any additional time or money as a result of the Differing Site Condition.

c. The Contractor shall be responsible for any and all costs or damages incurred by the Owner resulting from the Contractor's failure to provide appropriate notice and/or the detailed description and change proposal.

5. The Contractor shall not disturb the condition until receipt of written authorization from the Construction Manager that work can resume at the location of the alleged Differing Site Condition. The Contractor shall continue with the performance of all other Work.

3.04 SUBMITTALS

Where required by the Specifications, the Contractor shall submit specified information which will enable the Engineer to determine and advise the Owner whether the Contractor's proposed materials, equipment or methods of work are in general conformance with the design concept and in compliance with the Drawings and Specifications.

3.05 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS

The Owner will furnish the Contractor four sets of Contract Documents, including full-size drawings, within 14 days after the issuance of the Notice-To-Proceed. The Contractor is advised that revisions incorporating changes by addenda may not be incorporated into the reduced or full-size drawings furnished under the provisions of this paragraph. Additional copies of the Contract Documents, if required by the Contractor, will be furnished by the Owner at cost. The Contractor shall keep at the construction site at least one set of the Contract Documents, including full-size drawings.

PART 4 MATERIALS, EQUIPMENT AND WORKMANSHIP

4.01 GENERAL

Unless otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the Work within the specified time. Material and equipment shall be new and of a quality equal to that specified. Equipment offered shall be current modifications which have been in successful regular operation under comparable conditions. This requirement does not apply to minor details, nor to thoroughly demonstrated improvements in design or in materials of construction. Construction work shall be executed in conformity with the standard practice of the trade.

4.02 PRODUCT DATA

Data required by the Owner for inspecting, testing, operating or maintaining parts of the Work shall be provided by the Contractor when specified. Unless otherwise specified,

such information shall consist of three copies and shall be provided at the time the referenced material or equipment is delivered to the job site. The data shall be as specified and include such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists and record drawings. When applicable, information and data to be provided shall be identified by the specified equipment number. Extraneous material on the pages or drawings provided shall be crossed out, and the equipment or material to be supplied shall be clearly marked. Such information is to be provided as part of the Work under this Contract and its acceptability determined under normal inspection procedures.

4.03 QUALITY

Where the Contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the Work using materials and equipment of the best grade in quality and workmanship obtainable in the market, from firms of established good reputations, and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment of work as a whole and in part.

4.04 MATERIAL AND EQUIPMENT SPECIFIED BY NAME

A. GENERAL:

When material or equipment is specified by reference to two or more patents, brand names, or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other materials or equipment, of equal capacities, quality and function shall be considered by the Owner upon the Contractor's request for substitution. Requests for substitution shall be made in accordance with paragraph 00 72 13-4.05.

B. SINGLE SOURCE PRODUCTS:

If material or equipment is specified by only one patent or proprietary name, or by the name of only one manufacturer, it is for the purpose of standardization, or because the Owner knows of no equal. If standardization is the reason for using one name to specify any material or equipment, the specifications will so state that substitutions will not be considered. In other cases, the Contractor may offer substitutions of products considered to be equal to that specified. Such substitutions shall be requested in accordance with paragraph 00 72 13-4.05.

4.05 REQUESTS FOR SUBSTITUTION

The Contractor may offer material or equipment of equal or better quality and performance in substitution for those specified. The Owner will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers

of substitution shall be made in writing to the Engineer through the Construction Manager and shall include sufficient data to enable the Engineer to assess the acceptability of the material or equipment for the particular application and requirements. All requests for substitution must be made within 120 days of the receipt of notice to proceed. Requests for substitutions submitted after this 120-day period will not be considered unless evidence is submitted to the Engineer through the Construction Manager that all of the following circumstances exist:

1. The specified product is unavailable for reasons beyond the control of the Contractor. Such reasons shall consist of strikes, bankruptcy, discontinuance of manufacturer, or acts of God.
2. The Contractor placed, or attempted to place, orders for the specified products within 30 days after Notice to Proceed.
3. Request for substitution is made in writing to the Engineer through the Construction Manager within 10 days of the date on which the Contractor ascertains that he cannot obtain the item specified.
4. Complete data as set forth herein to permit complete analysis of the proposed substitution is submitted with the request.

The Engineer's decision regarding evaluation of substitutions shall be considered final and binding. Requests for time extensions and additional costs based on submission of, acceptance of, or rejection of substitutions will not be allowed.

If the offered substitution necessitates changes to or coordination with other portions of the Work, the data submitted shall include drawings and details showing such changes.

Contractor agrees to perform these changes as part of the substitution of material or equipment at no additional cost to the Owner. Within 30 calendar days after receipt of the offer of substitution, the Engineer will review the material submitted by the Contractor and advise the Contractor of objections, if any, to the proposed substitution or if further information is required. Upon notification by the Engineer, the Contractor shall either provide material or equipment that complies with Project Specifications or furnish requested additional information. While the Engineer might not take any objections to the proposed substitution, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the offer and the Contract Documents shall be modified by Changes in the Work procedures.

4.06 DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS

A. INSPECTION:

To demonstrate his compliance with the Contract requirements, the Contractor shall assist the Construction Manager in his performance of inspection work. The Contractor shall grant the Construction Manager access to the Work and to the site

of the Work, and to the places where work is being prepared, or whence materials, equipment or machinery are being obtained for the Work. The Contractor shall provide information requested by the Construction Manager in connection with inspection work.

If the Contract Documents, laws, ordinances, or any public regulatory authority having jurisdiction requires parts of the Work to be specially inspected, tested or approved, the Contractor shall give the Construction Manager adequate prior written notice of the availability of the subject work for examination.

If parts of the Work are covered in contravention of the Construction Manager's directive, the cost of exposing the work for inspection and closing shall be borne by the Contractor regardless of whether or not the work is found to be in compliance with the Contract.

If any work is covered in the absence of the Construction Manager's directive to the contrary, the Contractor shall, if directed by the Construction Manager, uncover, expose or otherwise make available for inspection, portions of covered work. If it is found that such work is defective, the Contractor shall bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the Contract, the Contractor will be allowed equitable compensation or an extension in the Contract Time, or both, except that extensions in Contract Time must meet the Contract requirements for impact on controlling activities. Recovery for such expense and/or time shall follow the procedures set forth herein for Changes in the Work.

B. SAMPLES OF MATERIALS:

In cases where compliance with Contract requirements for materials to be incorporated in the Work requires laboratory examination or special testing, the Contractor shall provide samples or specimens as requested by the Construction Manager. Such samples or specimens shall be provided in ample time to permit making proper test analysis and examinations before the time at which it is desired to incorporate the material into the Work. Tests of material will be conducted in accordance with the technical Specifications. In the absence of a specific test requirement, the Construction Manager will determine the appropriate standard test to be used. Unless stated otherwise in the Contract Documents, the costs of such examination or testing shall be borne by the Contractor.

C. CERTIFICATION:

In cases where compliance of materials or equipment to Contract requirements is not readily determinable through inspection and tests, the Construction Manager shall request that the Contractor provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications and proofs shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

D. INSPECTION AT POINT OF MANUFACTURING:

If inspection and testing of materials or equipment in the vicinity of the Work by the Owner is not practicable, the Specifications may require that such inspection and testing or witnessing of tests take place at the point of manufacture. In this case and in the event the remote inspection and testing is not specified and is requested by the Owner, the required travel, subsistence, and labor expenses shall be paid by the Owner. If the Contractor requests the Owner to inspect and test material or equipment at the point of manufacture, then the additional cost to the Owner for travel, subsistence, and labor expenses shall be paid by the Contractor.

4.07 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the Work and so as to be protected from weather, damage, theft, and vandalism. Control panels, switchgear, drives, and other sensitive electrical and electronic equipment shall be stored indoors in a climate controlled environment. The Contractor shall be responsible for damages due to any cause that occur in connection with the care and protection of materials and equipment until Acceptance of the Work.

The Contractor is responsible for complying with the requirements of any manufacturer pertaining to the storage of their equipment, including but not limited to, motor rotation and lubrication, provision of temporary power for moisture control, provision of climate-controlled storage facilities, compliance with warranty restrictions on the use of the equipment for temporary construction-related purposes, and other special provisions as dictated by the manufacturer.

Stored equipment and materials shall be located so as to facilitate inspection. If space is available, materials and equipment may be stored on site in areas approved by the Owner; however, they shall be stored so as not to interfere with the Owner's operations or with other work, block passageways, or obstruct access/exits to buildings or facilities. Materials and equipment may be stored off site with the Owner's consent, if the Owner's interest in those materials and equipment is protected through insurance and the Contractor provides documentation of such insurance.

4.08 MANUFACTURER'S DIRECTIONS

Manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified. Manufacturer's installation instructions and procedures shall be provided prior to installation of the manufactured articles, material and equipment.

4.09 DEFECTIVE WORK

A. CORRECTION OF DEFECTIVE WORK:

When, and as often as the Construction Manager determines through his inspection procedures, material, equipment or workmanship incorporated in the

Project do not meet the requirements of the Contract, the Construction Manager shall give written notice of the noncompliance to the Contractor. Within five days from the receipt of such notice, the Contractor shall undertake the work necessary to correct the deficiencies, and to comply with the Contract. If the Contractor disagrees with the Construction Manager's determination and believes that the corrective work should be covered at the Owner's expense, he shall immediately notify the Owner's Representative, in writing, setting forth his position in accordance with the Appeals procedure in paragraph 00 72 14-2.05 F. If the Owner's Representative determines that the corrective work is required to comply with the Contract, the Contractor shall proceed with such work.

B. RETENTION OF DEFECTIVE WORK:

Prior to acceptance of the Project, the Owner may, at his option, retain work which is not in compliance with the Contract if the Owner determines that such defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable. The Owner also may retain defective work, if, in the opinion of the Construction Manager, and with concurrence of the Owner's Representative, removal of such work is impractical or will create conditions that are dangerous or undesirable. Just and reasonable value for such defective work shall be judged by the Owner and appropriate deductions shall be made in the payments due, or to become due to the Contractor. Acceptance of the Project shall not act as a waiver of the Owner's right to recover from the Contractor an amount representing the deduction for retention of defective work.

4.10 GUARANTEE

The guarantee period shall be for 365 days. Except for Work accepted as substantially complete, the guarantee period shall commence on the date of Acceptance of the Project. For Work described as substantially complete, the guarantee period shall commence on the date of substantial completion. During the guarantee period, the Contractor shall, upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship or equipment. The Owner is hereby authorized to make such repairs, if ten days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of an emergency, where, in the opinion of the Owner, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the expenses in connection therewith shall be charged to the Contractor.

For the purpose of this paragraph, "acceptance of the Work" shall mean the acceptance of the Project or a portion of the Project by the Owner, in accordance with paragraph 00 72 13-6.07. "Acceptance of the Work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

4.11 MATERIALS AND EQUIPMENT FURNISHED BY OWNER

Materials and equipment specified to be furnished by the Owner shall be installed by the Contractor. Furnishing of material and equipment by the Owner will be considered conclusive evidence of their acceptability for the purpose intended. If the Contractor discovers defects in material or equipment furnished by the Owner, he shall notify the Construction Manager. After such discovery, the Contractor shall not proceed with work involving Owner-furnished materials and equipment unless authorized by the Construction Manager. Unless otherwise noted or specifically stated, materials and equipment furnished by the Owner, which are not of local occurrence, are considered to be FOB railroad station or truck terminal nearest to the site of the Work. After receipt by the Contractor at the point of destination, all risk of loss and damage to such materials and equipment shall be borne by the Contractor, as if it had been supplied and stored by the Contractor himself. The Contractor shall unload, transport, store and protect such material and equipment from damage.

PART 5 LIABILITY AND INSURANCE

5.01 LIABILITY OF CONTRACTOR

The Contractor shall be liable for any and all losses or damages from whatever cause which, prior to Acceptance of the Project, may occur on or to any part of the Work. The Contractor shall not be liable for losses or damages caused solely by the act of the Owner.

The Contractor shall be liable for damages and injury which shall be caused to persons owning property, on or in the vicinity of the Work, or which shall occur to a person, or persons, or property whatsoever, arising out of the Contractor's performance of this Contract. The Contractor's liability shall not be dependent upon whether or not such damage or injury is caused by the negligence of the Contractor, and whether or not such damage or injury be caused by the inherent nature of the Work as specified.

The Contractor shall indemnify and hold the Owner, the Construction Manager, the Engineer, and their officers, principals, agents, subcontractors, and employees, harmless from any and all loss, defense cost, expense, claims, demand or liability whatsoever, arising from allegations of injuries to persons or damage to property related to the performance of this Contract, regardless of concurrent negligence on the part of such indemnities. The indemnification obligation 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 workers compensation acts, disability benefit acts, or other employee benefit act, nor shall it be limited to the limits of the liability insurance required by this Contract.

In case suit or legal proceeding shall be brought against the Owner, the Construction Manager, the Engineer, or their officers, principals, agents, subcontractors, or employees, on account of loss or damage sustained by person, or persons, or property, as a result of the performance of the Work covered by this Contract, the Contractor agrees to assume the defense thereof, and to pay the expenses connected therewith, and the judgments that may be obtained against the Owner, the Construction Manager, the Engineer, or their officers, principals, agents, subcontractors, or employees, in such

suits. In the event that a lien is placed against the property of the Owner, the Construction Manager, the Engineer, or their officers, principals, agents, subcontractors, or employees, as a result of such suits, the Contractor agrees to at once cause the same to be dissolved and discharged by giving bond or otherwise. The Contractor's agreement to defend and to pay the related expenses shall exist whether or not such injuries or damage be due to the negligence of the Contractor, and whether or not such injuries or damage be caused by the inherent nature of the Work, as specified.

The mention of specific duties or liabilities imposed on the Contractor shall not be construed as a limitation or restriction of general duties or liabilities imposed upon the Contractor by the Contract. Reference to specific duties or liabilities is made herein, merely for the purpose of explanation.

5.02 BONDS

The Contractor shall provide two bonds, each in the amount of 100 percent of the Contract Price. One shall serve as security for the faithful performance of the Work and the other as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the Work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Georgia. Such bonds shall remain in force throughout the period required to complete the Work, and thereafter for a period of 365 calendar days after Acceptance of the Project. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. The Surety Company shall be licensed to do business in the State of Georgia. No surety's liability on the bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the forms thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Contractor to the Owner as set forth herein.

Companies providing Bonds under this Contract must have a current Best's rating not less than A and current Best's Financial Size Category less than Class IX. These requirements conform to the ratings published by A. M. Best & Company in the current Best's Key Rating Guide – Property-Casualty.

5.03 INSURANCE

The Contractor shall maintain throughout the Contract Period, all insurance coverage specified in Section 00 73 16. Evidences of insurance shall be provided to the Owner prior to execution of the Contract.

All policies shall contain provisions to the effect that in the event of payment of any loss or any damage, the insurers will have no right of recovery against the insured or additionally named insured thereunder.

PART 6 PROGRESS AND COMPLETION

6.01 NOTICE TO PROCEED

After execution of the Contract by the Owner, written Notice to Proceed will be given by the Owner to Contractor. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform work, and the Owner shall not be obligated to accept or pay for work performed by the Contractor, prior to date of the Notice to proceed. The Owner's knowledge of work being performed prior to date of the Notice to Proceed shall not obligate the Owner to accept or pay for such work.

6.02 CONTRACT TIME

A. GENERAL:

Time shall be of the essence of the Contract. The Contractor shall promptly start the Work after the date of the Notice to Proceed and shall prosecute the Work so that the Project as a whole and portions of the Project shall be complete within the times specified in Section 00 43 14. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work where acceptable quality or efficiency will be affected by unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for completion of the Work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time may be changed only with a Change Order and in compliance with this Section and Section 00 72 13, Article 7.03 of these Specifications.

B. CONSTRUCTION SCHEDULE:

The Contractor shall provide a construction schedule and reports as specified in Section 01 32 16, Construction Progress Documentation, for scheduling and coordinating the Work within the Contract Time. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence. Failure of the Contractor to comply with these requirements for submittal of the construction schedule and reports may be cause for delay in review of progress payments by the Construction Manager.

C. CONSTRUCTION PROGRESS:

The Contractor shall furnish such manpower, materials, facilities and equipment as may be necessary to insure the prosecution and completion of the Work in accordance with the accepted schedule. If work falls 14 days or more behind the accepted construction schedule, the Contractor agrees that he will take some or all of the following actions to return the Project to the accepted schedule. These actions may include the following:

1. Increase manpower in quantities and crafts.

2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing.
3. Reschedule activities.

If requested by the Construction Manager, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and ensure completion of the Work within the Contract Time. The proposed revision shall be submitted to the Construction Manager in accordance with Section 01 32 16, Construction Progress Documentation. Upon receipt of an acceptable proposed schedule revision, the revision to the construction schedule shall be made in accordance with Section 01 32 16, Construction Progress Documentation. All actions to return the Project to the accepted schedule are at the Contractor's expense.

The Contractor shall pay all costs incurred by the Owner that result from the Contractor's action to return the Project to its accepted schedule. Contractor agrees that Owner shall deduct such charges from payments due the Contractor. It is further understood and agreed that none of the services performed by the Construction Manager in monitoring, reviewing and reporting Project status and progress shall relieve the Contractor of responsibility for planning and managing construction work in conformance with the construction schedule.

D. DELAYS:

1. Notice of Delays: When the Contractor foresees a delay in the prosecution of the Work and immediately upon the occurrence of a delay which the Contractor regards as unavoidable, he shall notify the Construction Manager in writing of the probability of the occurrence of such delay, the extent of the delay, and its possible cause. In any event, the Notice of Delay shall be submitted to the Construction Manager within seven days of the occurrence or of when the Contractor was aware of the likelihood of a possible delay. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. If this cannot be done, the Construction Manager shall determine how long the delay shall continue and to what extent the prosecution and completion of the Work are being delayed thereby. He shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the Contractor of his determination. The Contractor agrees that no claim shall be made for delays that are not called to the attention of the Construction Manager at the time of their occurrence. Within seven days of the submittal of the written Notice of Delay, the Contractor shall submit the following information:
 - a. Nature of the delay;
 - b. Date (or anticipated date) of commencement of delay;

- c. Activities on the construction schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
 - d. Identification of person(s) or organization(s) or event(s) responsible for the delay;
 - e. Anticipated extent of the delay; and
 - f. Recommended action to avoid or minimize the delay.
2. Avoidable Delays: Avoidable delays in the prosecution of the Work shall include:
- a. Delays that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors.
 - b. Delays which occur as a result of equipment maintenance, breakdown, or equipment that otherwise fails to operate properly.
 - c. Delays due to normal weather conditions.
 - d. Delays due to abnormal weather conditions for which the Contractor is specifically required to make provision.
 - e. Delays that may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work or the completion of the whole Work within the Contract Time.
 - f. Delays associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.
3. Unavoidable Delays: Unavoidable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors. Delays in completion of the work of other contractors employed by the Owner will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the whole Work within the Contract Time. Delays caused by acts of God, fire, abnormal weather, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes and shortages of materials shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five hours per day toward completion of the current controlling item on the accepted critical path schedule.

E. DAMAGES FOR DELAY:

For the period of time that any portion of the Work remains unfinished after the time fixed for completion in the Contract Documents, as modified by extensions of Contract Time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the amount of the liquidated damages specified in the Contract to cover the costs that the Owner suffers by failure of the Contractor to complete the Work within the stipulated time frame.

F. EARLY COMPLETION

The Contractor may complete the Project or any part of the Project earlier than is stipulated in the Contract. The Contractor may schedule its work to complete earlier than required by the Contract or stipulated in the approved schedule; however, under no circumstances shall the Contractor be entitled to added compensation for delays that occur during the originally stipulated Contract period. The Owner has purchased the entire scheduled time period by virtue of this Contract and further stipulates that only those delays that meet the tests set forth within paragraph 00 72 13 - 7.03.G.4 will be considered for adjustment and only to the extent that they delay the Work past the originally contractually stipulated milestones or completion date.

G. WEATHER DELAY

Contract Time will be extended as a result of weather delays based only on the following criteria.

General Requirements: Delays caused by abnormal weather shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five hours per day toward completion of the current controlling item on the accepted critical path schedule. Even though a cause of delay meets any, or all, of the weather delay rules stated herein, it shall in all cases be presumed that no extension, or further extension, of time is due unless the Contractor shall demonstrate that the delay is justified and had an impact to the critical path of the updated CPM schedule for the delay period. To this end, the Contractor shall maintain adequate records supporting any claim for an extension of time and shall submit such records, including a revised CPM schedule showing the impact of the delay, with the claim.

A Notice of Alleged Weather Delay shall be submitted in writing to the Construction Manager within seven days after the month for which the delay is claimed. Full supporting documentation, including a statement of the portions of the Work affected, an explanation as to the reasons work was prevented or hindered by the weather, the dates on which such portions of Work were affected, the total number of days believed that the job in its entirety was delayed, and the schedule update shall be submitted to the Construction Manager within seven days following submittal of the Notice. Failure by the Contractor to provide either (a) Notice of alleged weather delay or (b) full supporting documentation shall constitute a waiver of the Contractor's right to receive any additional time as a result of the alleged abnormal weather, unless

the time for submitting the required information is extended in writing by the Construction Manager.

The Construction Manager will determine the Contractor's entitlement to an extension of the Contract Time, but in no event shall an extension be granted for days outside the Contract period. The daily records maintained by National Oceanic and Atmospheric Association's (NOAA) station located at the Atlanta Fulton County Airport (Charlie Brown Field), shall be the official source for weather data related to precipitation for this Project. A time extension of no more than one day will be granted for one day of lost work, regardless of the number of allowable reasons for lost time. The period of any extension of time shall be only for the portion of the Contract actually delayed due to the abnormal weather conditions. Any extension of Contract Time allowed under any of the following rules shall be considered non-compensable and have no impact on Contract Price.

1. Rule Number One: The total amount of precipitation that occurs during one calendar month.

If the actual amount of precipitation in a given month is less than the normal precipitation for that month, as stated in Figure 1, no claim will be allowed under this rule.

If the actual amount of precipitation for the month exceeds the normal amount, and the number of days having precipitation greater than one tenth (0.10") inch that is greater than the average number of precipitation days per month in Figure 2, then an application for extension is justified. One day time extension would be allowed for each day in excess of the average number of precipitation days. For each day, or period of consecutive days of "excess precipitation," a time extension of one day may be allowed for the following day as a "mud day." (See Rule Number Four.)

2. Rule Number Two: The frequency of the occurrences of precipitation during one calendar month.

Precipitation of greater than one-tenth (0.10") inch per day for three or more days of a consecutive five-day period is considered to be unusual frequency and, as such, is considered to be justification for application for a one-day extension. This rule can be used even when Rule Number One is not applicable, but may not apply concurrently with other rules. For each "frequency of precipitation" day, a one day time extension may be allowed for the following day as a "mud day." (See Rule Number Four.)

3. Rule Number Three: Unusually heavy precipitation.

Precipitation of greater than one inch during a single day is considered to be justification for application for a one-day time extension. For each "heavy precipitation" day or period of consecutive days, a one-day time extension may be allowed for the following day as a "mud day." (See Rule Number Four.) Rule Number Three is applicable only after the precipitation for the month exceeds the normal precipitation for that month as stated in Figure 1.

4. Rule Number Four: The effect of precipitation on the Project's site conditions.

Unfavorable site conditions that hamper work can result from unusual weather during that period when the work is unenclosed. This rule considers both mud and snow cover according to the season. A one day time extension for "mud" may be allowed for each day, or period of consecutive days, approved under Rule Number One, Two and Three; however, only one application of this rule, mud or snow, per day is allowed. Three inches or more of snow cover is considered to be justification for application for an extension of time. Whether or not the Contractor took reasonable precautions to provide protection for the Work will be considered in the evaluation of impacts related to abnormal weather.

5. Rule Number Five: Temperature

A daily high temperature of twenty degrees Fahrenheit or less is considered to be justification for application for a one-day time extension. This rule cannot be applied concurrently with any other rule. Temperatures above the statistical mean are not considered to be justification for an extension of Contract Time.

Figure 1											
Normal Precipitation (all measurements are in inches)											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4.15	4.57	3.93	4.18	3.70	3.32	4.26	4.03	3.25	3.92	3.43	4.99

Figure 2											
Average Number of calendar days with Precipitation of 0.1 inches or more											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6.7	7.1	6.9	6.6	6.7	6.0	7.0	6.5	4.3	4.5	4.6	7.4

[Information contained in Figures 1 and 2 is as provided by the U.S. National Oceanic and Atmosphere Administration (NOAA) Meteorological Data for Atlanta Fulton County Airport, GA US, Summary of Monthly Normals 2006-2020.]

6.03 SUSPENSION PROCEDURES

- A. The Owner may, at his convenience and at any time and without cause, suspend, delay, or interrupt all or any part of the Work for a period of not more than 90 days by notice in writing to the Contractor. The Owner shall fix the date on which the Work shall be resumed. The Contractor shall resume the Work within 10 days after receiving written notice from the Owner to do so. The Contractor will be allowed an increase in the Contract Price or an extension of Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in the paragraphs related to change of Contract Price and change of Contract Time. Compensation for costs due to Suspension of the Work shall be limited to the direct costs of the Project as specified under Time and Expense Changes, except that no allowance will be made for overhead and profit. Additionally, the Contractor shall not be paid for extended home office overhead, lost use of capital, impairment of bonding capacity, loss of potential profit or any other direct costs.

- B. If the Contractor fails or refuses to perform its obligations in accordance with the Contract, the Owner may order the Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken. The Contractor shall not be entitled to any adjustment in the Contract Time and/or Contract Price for any increased cost or time of performance attributable to the Contractor's failure or refusal to perform its obligations under the Contract.

6.04 TERMINATION PROCEDURES

A. TERMINATION BY OWNER FOR DEFAULT:

The Owner may terminate the Contract upon seven days written notice to Contractor and his surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, the Contract obligations, or is in violation of any provisions or covenants of the Contract.

For purposes of this paragraph, the Contractor shall be deemed to be in default upon the occurrence of any one or more of the following events:

1. If Contractor is unable to demonstrate financial ability to finish the Project.
2. If Contractor makes a general assignment for the benefit of creditors.
3. If a trustee or receiver is appointed for Contractor, or for any of Contractor's property.
4. If Contractor files a petition to take advantage of any debtor's act, or to reorganize under any bankruptcy chapter or law.
5. If Contractor repeatedly fails to make prompt payments to subcontractors or others for labor, materials, or equipment.
6. If Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction.
7. If Contractor disregards the authority of Construction Manager.
8. If Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time.
9. If Contractor fails to comply with Contract safety requirements.
10. If Contractor repeatedly fails to supply skilled workers or proper materials or equipment.

11. If Contractor violates in any substantial way the provisions of the Contract Documents by failing, neglecting, or refusing to proceed according to and in full compliance with the provisions and covenants of the Contract Documents.

If the Owner reasonably believes that one of the aforementioned events has occurred, the Owner will provide the Contractor with written Notice of its intent to terminate the Contractor for default, specifying within such notice the ground(s) for such termination. The Owner, at its option, shall require the Contractor to either promptly correct the deficiencies noted in the Owner's intent to terminate Notice or provide the Owner with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. If, after receipt of the proposed remedy, the Owner has a reasonable basis for concluding that the Contractor has (a) failed or is unwilling to repair, replace, or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, the Owner shall thereafter have the right to terminate this Contract for default.

After termination of Contractor for default, the Owner may exclude the Contractor from the site and take possession of the Work and all of the Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by the Contractor. The Owner may incorporate in the Work all materials and equipment stored at the site or for which the Owner has paid the Contractor, but which are stored elsewhere.

If the Owner proceeds as with the Work, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by the Owner arising out of or relating to completing the Work, such excess will be paid to the Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such claims, costs, losses, and damages incurred by the Owner will be reviewed by the Construction Manager as to their reasonableness and, when so approved by the Construction Manager, incorporated in a Change Order. When exercising any rights or remedies under this paragraph the Owner shall not be required to obtain the lowest price for the Work performed.

Where the Contractor's services have been so terminated by the Owner, the termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Owner will not release the Contractor from liability.

If the Owner terminates this agreement for default, and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way, the termination shall then be deemed to have been effected for the convenience of the Owner. In that event, any adjustment of compensation to Contractor shall be in accordance with paragraph 00 72 13-6.04 B.

B. TERMINATION BY OWNER FOR OTHER THAN DEFAULT:

The Owner may, without prejudice to any other remedy it may have under the provisions of the Contract, terminate this Contract, in whole or in part, at any time by giving written notice to Contractor or its representative by certified mail, return receipt requested. Termination shall be effective upon receipt of such notice by Contractor. Contractor shall immediately discontinue work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

In the event of termination for reasons other than default of Contractor, Contractor shall be entitled to recover all reasonable costs incurred in connection with performance of the Work, plus any cost and expense reasonably and necessarily incurred in connection with such termination, plus a percentage of the profit based on the percentage of completion of the Work. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. TERMINATION BY CONTRACTOR:

If the Work is stopped by order of a court, a public authority or the Owner for a period of 90 calendar days or more through no act or fault of the Contractor or anyone employed by him or his subcontractors, then the Contractor may terminate the Contract 10 calendar days after written notice to the Owner. Upon receipt of the written notice, the Owner shall implement procedures as set forth in paragraph 00 72 13-6.04 B.

6.05 SUBSTANTIAL COMPLETION

The Contractor, on considering the Work to be substantially complete and ready for its intended use, shall so notify the Construction Manager in writing. The notification shall include an itemized list of remaining incomplete work.

To be deemed substantially complete, the entire Project must be fully capable of providing its intended use, to the satisfaction of the Construction Manager, unless the Contract Documents expressly indicate that portions of the Project are required to be substantially complete prior to the completion of the entire Project. All portions of the Project shall be installed and operational, including accessories, controls, and safety devices. All functional testing, startup, checkout, and field performance testing (including specified equipment run-in times) shall be completed, and all manual and automatic controls shall be in place and operational as intended, including any remote reporting and control systems. All final coatings, paving, grading, and other finish items shall have been completed. Manufacturer's field test reports, O&M manuals, and warranties shall have been submitted and approved, and all required training shall have been successfully completed.

If the Construction Manager determines that the Work is not substantially complete, he will so notify the Contractor in writing identifying the reasons for such a determination. If the Construction Manager finds the Work substantially complete, he will meet with the Contractor to:

- A. Prepare a punch list;
- B. Define the division of responsibility between Owner and Contractor with respect to security, operation, maintenance, heat, utilities, insurance, and warranties; and
- C. Describe any other issues related to acceptance of the substantially completed Work.

Upon reaching agreement with the Contractor, the Construction Manager will write to the Owner, certifying that the Work is substantially complete, identifying punch list items, stating the date for completion of incomplete Work, defining the division of responsibilities, and setting forth any other terms related to acceptance.

The Owner, who has sole discretion for determination of substantial completion, will review the Construction Manager's certification that the Work is substantially complete and concurring with that certification, will notify the Contractor, in writing, that the Work is accepted as substantially complete. Except for any portion(s) of work specified for early completion or required by the Owner for early possession (paragraph 00 72 13-6.06), substantial completion will not occur for any work until the entire Project is ready for possession and use. The acceptance notice will include a punch list of incomplete work items, set the date for their completion, describe the division of responsibility between the Owner and Contractor, and describe any other terms of acceptance. The Contractor will acknowledge receipt of the acceptance notice in writing, indicating acceptance of all of its terms and provisions.

Upon receipt of the Contractor's acknowledgment letter, the Owner shall take possession of the Work or portion of the Work and put it into its intended service. The date that the Work or portion of the Work is put into service will become the date of substantial completion. Unless otherwise specified, the Contractor's guarantee period and start date for associated warranties shall be the date that the portion of Work is put into service.

Subsequent to the substantial completion date, the Owner may exclude the Contractor from the Work during such periods when construction activities might interfere with the operation of the Project. The Owner, however, shall allow the Contractor reasonable access for completion or correction of incomplete punch list items.

Release of retainage will not be applied to substantial completion of components to be utilized by Owner prior to completion of the Project; retainage release will only be applied upon substantial completion of the entire Project. Upon attainment of Substantial Completion of the Project, the Contractor shall become eligible for payment of retainage, subject to a withholding of 200 percent of the value of the outstanding Work, including punch list items, as determined by the Construction Manager.

6.06 POSSESSION OF PORTIONS OF THE PROJECT

Should the Contractor fail to meet any date specified for substantial completion of the Work or any portion of the Work requiring early possession and use by the Owner, the

Owner may, after written notice to the Contractor, take over such portion or all of the Work that is behind schedule. In such case, the Construction Manager will prepare a punch list. The Owner may allow the Contractor reasonable access to the Work at such times that the operation of the Project will not be affected or he may complete the Work himself after giving the Contractor notice of his intention to do so. The cost of Owner's work will be charged to and deducted from amounts due to the Contractor.

6.07 ACCEPTANCE OF THE PROJECT

Upon completion of the Work, including portions of the Work previously accepted as substantially complete, the Contractor shall so notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager will determine if the Work conforms to the terms of the Contract. If he finds materials, equipment, or workmanship that do not meet the terms of the Contract, he shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Construction Manager shall notify the Owner that the Work has been completed in accordance with the Contract. Final determination of the acceptability shall be made by the Owner. Upon acceptance of the Project, the Owner shall immediately notify the Contractor and Construction Manager in writing. For portions of the Project not previously accepted as substantially complete, the conditions of guarantee shall commence on the date that the Owner issues a Notice of Completion.

The final application for payment shall be accompanied by all required documentation called for in the Contract including complete and legally effective releases or waivers of liens in a form acceptable to Owner. Subject to prior approval of Owner, Contractor may submit in lieu of the lien releases and waivers:

- A. Receipts of releases in full;
- B. An affidavit that the releases and receipts cover all labor, services, materials, and equipment for which a lien could be filed and that all payrolls, materials, and equipment bills and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied; and
- C. Consent of the surety, if any, to final payment.

If any subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

If, after reviewing the Contractor's final application for payment including all documentation required, the Construction Manager determines that the Work is complete, he will recommend that the Owner make final payment, including retainage. The final payment will be due and payable by the Owner within 45 days after any legal notice periods have expired.

PART 7 MEASUREMENT AND PAYMENT

7.01 LIMITATIONS OF FUNDS

A. TERMS OF CONTRACT AND MONETARY OBLIGATION OF THE OWNER

1. Term: This Contract is for a term not to exceed one year and will terminate absolutely and without further obligation on the part of the Owner at the close (December 31) of the calendar year in which it was executed and at the close (midnight, December 31) of each succeeding calendar year in which it is renewed. This Contract will automatically renew at 12:01 AM, January 1 of the following calendar year unless the Owner notifies the Contractor in writing 10 days prior to the termination that the Contract will not be renewed.
2. Total Monetary Obligation: The total monetary obligation of the Owner under this Contract is shown above as the Contract Price. This Contract will terminate immediately and absolutely at such time as appropriated or unobligated funds are no longer available to satisfy the obligations of the Owner. This Contract does not create a debt of the Owner for payment of any sum beyond the calendar year of execution or, in the event of a renewal, beyond the calendar year of such renewal.
3. Annual Monetary Obligation: The amounts of the annual obligation indicated in the Contract/Agreement at the time of award and execution are percentages of the Contract Price, based on the Owner's perception at the time of award of the probable cash flow requirements for the Project. The Contract will be amended by a Supplemental Agreement at the beginning of each renewal year to adjust the amount of the monetary obligation, based on the Contractor's current schedule and cash flow projections. The cash flow projections will be determined by the Construction Manager from an evaluation of the Contractor's periodic schedule update, submitted in accordance with the requirements of Section 01 32 16, Construction Progress Documentation, of these Contract Documents.

B. ADMINISTRATION OF FUNDS

1. Appropriations: The initial amount indicated in the Agreement/Contract has been appropriated for this Project and is available for payments to the Contractor during the first calendar year of the Contract. It is expected that the Owner will make appropriations for future renewal years and that the Contract will be amended as necessary.
2. Earnings in Excess Of Appropriations: If earnings will be such that funds appropriated for the Contract will be exhausted before the end of any calendar year, the Contractor shall give written notice to the Construction Manager of the estimated date of exhaustion and the amount of additional funds that will be needed to meet payments due to or to become due under the Contract during that calendar year. This notice shall be given no later than 60 days prior to the estimated date of exhaustion.

3. Suspension of Work: An equitable adjustment, in conformance with the Suspension Procedures clause of these Contract Documents, shall be made if suspension of the Work is made necessary by the exhaustion of funds. However, any suspension, delay or interruption of the Work arising as a result of an exhaustion of funds shall not constitute a breach of this Contract.
4. Excess Funds: If at any time it becomes apparent that the funds appropriated for any given calendar year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed or to be performed under the Contract during the calendar year, the Owner reserves the right to reduce said appropriation by the amount of such excess.

7.02 PAYMENTS TO CONTRACTOR

A. BREAKDOWN OF CONTRACT PRICES:

Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within 14 days of receipt of the Notice to Proceed, submit a breakdown of the Contract Price for the Construction Manager's review and approval showing the value assigned to each part of the Work including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the Work represents his estimate of the actual cost, including profit and overhead, of performing that part of the Work. The breakdown shall be sufficiently detailed to permit its use by the Construction Manager as one of the bases for evaluating requests for payment.

B. PROJECT STATUS REVIEW:

Contractor and Construction Manager shall meet each month prior to the Contractor submitting the progress payment request for the previous month. The purpose of the meeting is to review Project status in relation to the construction schedule; review values of Work completed during the previous month; and, if applicable, review Contractor's plans to return Project status to that required by the schedule. Within five days following this meeting, the Contractor shall submit a written progress report comprising:

1. A copy of the current construction schedule marked up to indicate percent complete, actual completion or start dates since the previous review, and the estimated remaining duration for each activity in progress.
2. Reasons any activities are behind schedule and of the corrective steps being taken.

C. PROGRESS PAYMENTS:

1. Payment Request Procedures: Each month, the Contractor shall submit to the Construction Manager a partial payment estimate filled out and signed by the

Contractor covering acceptable Work performed during the previous month, or since the last partial payment estimate was submitted. If requested by the Construction Manager, the Contractor shall provide such additional data as may be reasonably required to support the payment estimate. Such data may include satisfactory evidence of payment for equipment, materials and labor including payments to subcontractors and suppliers. Request for payment for delivered and stored equipment and material shall be accompanied by certified invoices by the suppliers and, in the case of equipment stored off site, documentation of insurance coverage. Such equipment and material shall be suitably and safely stored at the site of the Work or at an off-site location previously approved by the Owner. The Owner reserves the right to accept or reject pay requests for stored equipment or to limit payments to stored equipment which, in his opinion, is necessary for continuing satisfactory Project progress.

The monthly payment request shall be accompanied by a separate submittal consisting of the invoices received during the pay period for materials and equipment incorporated or to be incorporated into the Work. The invoices should include the amount of Georgia sales tax paid. If sales tax is not included in the invoiced amount, the Contractor shall submit documentation evidencing the amount of sales tax paid to the State for the purchased materials and equipment. During the progress of the Work, each request for payment shall be accompanied by Contractor's updated Project schedule, progress photographs, required invoices, and other data specified herein or reasonably required by Engineer and/or Construction Manager.

2. Review Procedures: Within 10 days after receipt of the partial payment estimate, the Construction Manager will review the estimate and either indicate in writing to the Owner's Representative his concurrence with the estimate and his recommendation that payment be made, or indicate in writing to the Contractor his reasons for not concurring with the estimate. If the Construction Manager recommends payment and the Owner's Representative concurs, the Owner will, after receipt of the Construction Manager's recommendation, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The payments will take into account the retention provisions provided for herein.

In the event the Construction Manager does not concur with the estimate, the Contractor may make the changes necessary to obtain the Construction Manager's concurrence and resubmit the partial payment estimate, or submit the original progress payment estimate directly to the Owner's Representative, indicating in writing his reasons for refusing to make the changes necessary to obtain concurrence.

3. Retention: The Owner shall retain a percentage of each payment except as specified below. The retained amount is available for the protection and payment of the person, or persons, mechanics, subcontractors, or materialmen who shall perform labor upon the Contract or work thereunder, and persons

who shall supply such person, or persons, or subcontractors with components and supplies for carrying on such work.

The Owner shall retain 5 percent, or such other amount as permitted by law, of each progress payment. Monies in retainage shall not become due the Contractor until after Substantial Completion is attained. The Construction Manager shall make their recommendation to the Owner's Representative for final approval of reduction of retainage. If there are any remaining incomplete items at the time Substantial Completion is attained, an amount equal to 200 percent of the value of each item, as determined by the Construction Manager, shall be withheld until such item or items are completed.

Retainage will be invested by the Owner and any interest earned will be paid to the Contractor when the Project has been completed within the time limits and for the price specified in the Contract or any approved amendments or change orders.

4. Withholding: The Construction Manager may refuse to recommend the whole or any part of any payment if in the Construction Manager's opinion it would be incorrect to make such recommendation to the Owner. The Construction Manager may also refuse to recommend any such payment, or because of subsequently discovered evidence or the result of tests, may nullify any such payment previously recommended to such extent as may be necessary in the Construction Manager's opinion to protect the Owner from loss as a result of:
 - a. Defective or damaged work.
 - b. A deductive change order.
 - c. Persistent failure of the Contractor to perform the Work in accordance with the Contract Documents, including failure to maintain the progress of the Work in accordance with the construction schedule. Persistent failure to maintain the progress of the Work shall mean that for a period of two consecutive months following a written notice from the Construction Manager, the Contractor fails to correct a behind-schedule condition at a rate that would reasonably indicate that he will finish the Project on schedule.
 - d. Disregard of authority of the Construction Manager or the laws of any public body having jurisdiction.

The Owner may refuse to make payment of the full amount recommended by the Construction Manager because of claims made against the Owner on account of Contractor's performance or furnishing the Work or because liens have been filed in connection with the Work or there are other items entitling Owner to reduce the amount recommended. In such case, the Owner shall give Contractor prompt written notice with copy to the Construction Manager stating the reasons for each action.

D. FINAL PAYMENT:

The Owner will make final payment to the Contractor in the manner provided by law following the expiration of 45 calendar days after acceptance of the Work and issuance of the Notice of Completion by the Owner providing no liens or claims are outstanding. Final payment shall include the entire sum found to be due hereunder after deducting from previous payments and such other lawful amounts as the terms of this Contract describe. Prior estimates and payments, including those relating to extra work or work omitted, shall be subject to correction by the final payment.

Acceptance by the Contractor of final payments shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts that may be specifically excepted by the Contractor for things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Payment by the Owner shall not release the Contractor or his surety from any obligation under the Contract or under the Performance Bond and Payment Bond.

7.03 CHANGES IN THE WORK

A. GENERAL:

The Owner may, at any time, without notice to any surety, order additions, deletions or revisions in the Work. At the Owner's discretion, these changes may be compensated for from allowance monies included in the Contract Price, from credits for omitted Work, or from an increase in the Contract Price by a Change Order approved by the Board of Commissioners. Upon receipt of a Directive issued by the Owner's representative or the Construction Manager, the Contractor shall promptly proceed with the Work.

1. Owner-Initiated Changes: When the Owner desires a change in the Work, the Construction Manager will issue a Request for Proposal to the Contractor. The Contractor shall respond within the time indicated by the Construction Manager, or 15 days, whichever is less. If the Contractor fails to meet the submittal time required by this provision, the CONTRACTOR will be solely liable for any delays or impacts caused by the delayed submittal of the proposal.

If the Owner and the Contractor agree on the value of any work and the modification to the Contract Time that should be allowed as a result of the Contractor's response to a Request for Proposal, the Contractor shall proceed with the change upon receipt of a written notice from the Construction Manager. The final approval of any extension of Contract Time must be made by action of the Board of Commissioners.

2. Contractor-Initiated Changes: Any request by the Contractor for a change in the Contract Price or Contract Time shall be based upon a written notice of intent delivered by the Contractor to the Construction Manager promptly, but in

no event later than 7 days after the start of the occurrence giving rise to the request for adjustment.

A notice of the amount of the request for adjustment in cost and/or time with supporting data shall be delivered within 14 days after the start of the occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

3. Contractor Change Proposal Requirements: The Contractor's change proposal submitted for any potential change to the Contract shall be in a form acceptable to the Construction Manager. The Contractor's itemized estimate shall detail all applicable elements of cost, including, but not limited to, labor man-hours and payroll costs, quantities, crew mixes, production rates, material costs, subcontractor and supplier costs, equipment costs and supplemental costs. The proposal shall include sales tax. Where a change in Contract Time is sought, the proposal shall include a detailed schedule analysis demonstrating the impact to the controlling item(s) in the schedule. With respect to work during other than normal hours, the labor charges associated with such work shall consist of straight time wages and burden plus the appropriate overtime or shift premium with no additional burden (i.e. fringe benefits) on the premium portion.

The submittal shall cover all aspects of the Work involved, whether deleted, added or revised. Amounts for subcontractors or suppliers of any tier shall be similarly supported.

No submittal for an adjustment in Contract Price or Contract Time shall be valid unless submitted in accordance with this Section.

The Contractor is required to comply with the Construction Manager's documentation requirement regarding format and level of detail for the change order process.

The Owner reserves the right to direct the Contractor to solicit competitive bids for additional work. If required by Owner, the Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner who will determine, with the advice of the Engineer and Construction Manager, which bids will be accepted.

B. EXTRA WORK:

Extra work means the providing of materials and equipment and the performing of work not directly or by implication called for by the Contract. Changes in measured quantity under a unit price contract or item shall not be considered extra work. If the Owner requires extra work he may:

1. Do it himself,
2. Employ others to do it,
3. Direct the Contractor to perform the extra work at unit bid price or a combination of such items,
4. Direct the Contractor to perform the extra work at a mutually agreed upon lump sum, or
5. Direct the Contractor to perform the extra work on a time and expense basis, or
6. Direct the Contractor to perform the extra work at a lump sum amount determined by the Owner. Such lump sum amount determined by the Owner may be subject to appeals provisions of Article 2.05 of these General Conditions.

C. OMITTED WORK:

The Owner may, by written order to the Contractor, omit work, equipment and material to be provided under the Contract, and the value of the omitted work, equipment and material, including allowances for overhead and profit as described in paragraph 00 72 13-7.03.E, will be deducted from the Contract Price. The deducted value will be a lump sum or unit bid price agreed upon in writing by the Contractor and Owner based on breakdown and cost information submitted by the Contractor and will be deducted from the Base Bid amount of the Contract Price and added to the contract allowances amount.

D. UNIT BID PRICE CHANGE:

Increases or decreases in the quantity of a Contract item of Work will be made by comparing the total pay quantity of such item of Work with the Construction Manager's estimate therefore. When changes in quantities exceed 25 percent above or below the original bid quantity and the total dollar change of that bid item is significant, the Owner will review the unit price to determine if a new unit price should be negotiated. Adjustment in the unit price shall be applied only to the quantities above 125 percent or below 75 percent of the estimated quantity. The total payment for any item adjusted for decreased quantity shall not exceed 75 percent of the total amount originally bid for the item.

E. LUMP SUM CHANGES:

Changes in the Base Bid amount or the Contract Price resulting from extra work will be determined by a mutually agreed upon lump sum price. The Contractor's proposal for such changes shall be as outlined in paragraph 00 72 13 - 7.03.A.3. Construction equipment costs shall be computed as outlined in paragraph 00 72 13 - 7.03 F.5.

If the change involves extra work to be performed entirely by the Contractor, compensations for such extra work shall be based on the direct costs as listed in the detailed proposal, plus 15 percent of direct costs for overhead and profit, plus 1 percent of such direct costs for bond. When the extra work involves subcontractors, compensation for such work shall be based on direct costs as listed by the subcontractor plus 15 percent of such direct costs for the subcontractor's overhead and profit. The Contractor may add 5 percent to the subcontractor proposal for overhead and profit, and 1 percent for bond. The 5 percent subcontractor markup shall be applied only once regardless of the number of tiers of subcontractors. The above allowances for overhead and profit shall include full compensation for overhead, including superintendence, and additional overhead attributable to a time extension granted because of the change order. For extra work that is funded from contract allowances, the 1 percent additional cost for bonds shall not be applied.

F. TIME AND EXPENSE CHANGES:

1. General: Whenever the Contractor is directed to perform extra work on a time and expense basis, he has a duty to control costs and to maintain accurate records. Each day a record of labor, materials and equipment costs will be submitted to the Construction Manager for verification. These records will reflect the actual and necessary expenses pertaining to the extra work and shall be available for audit. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

Payment to the Contractor for extra work performed on a time and expense basis shall consist of the actual necessary expense for doing the extra work, plus an allowance of 15 percent of labor, material and equipment rental for overhead, general superintendence and profits, plus 1 percent for bond. This basis of payment applies to work done directly by the Contractor and to work done by a subcontractor, except the 1-percent allowance for bond shall not apply to work performed by a subcontractor. When a subcontractor does the work, the Contractor may add 5 percent to the subcontractor's charges to cover overhead and profit and 1 percent for bond. For extra work that is funded from contract allowances, the 1 percent additional cost for bonds shall not be applied.

In determining time and expense compensation, the term "actual necessary expense" shall mean the sum of:

- a. Materials,
- b. Labor,
- c. Supervision,
- d. Construction equipment,

- e. Professional services, and
- f. Other costs.

Charges for such items shall mean the actual cost whether incurred by the Contractor, a subcontractor or others. The items making up "actual necessary expense" are defined as follows.

2. Materials:

- a. For materials accepted by the Construction Manager and used as an integral part of the finished Work, Contractor shall receive the actual cost of such materials delivered to the Work site, including transportation charges paid by the Contractor, exclusive of machinery rentals as hereinafter set forth.
- b. If materials are procured by Contractor by a method that is not a direct purchase from and a direct billing by the actual supplier, the cost of such material shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned and delivered to the site of the Work.
- c. For other materials used in the construction that are not an integral part of the finished Work, such as but not limited to sheeting, false work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the Construction Manager before such work is begun. The salvage value of such material shall be taken into consideration in determining the amount of reimbursement.

3. Labor:

- a. The cost of labor shall be the sum of actual wages, labor surcharge, and subsistence and travel allowances. Actual wages paid shall include employer payments to or on behalf of the worker for health and welfare, pension, vacation and similar purposes. The labor surcharge includes applicable labor related taxes, Workers Compensation Insurance premiums, public liability and property damage insurance premiums, and other legally required costs directly related to labor. Where subsistence and travel allowance are required for performance of extra work, the charges shall consist of the actual amount paid to each worker for these items.
- b. For all labor and for authorized foreman supervision in direct charge of the specific operations, Contractor shall receive the actual rate of wage in effect at the time the work is performed for each and every hour that said labor force is actually engaged in such work.
- c. The charges for labor shall NOT include charges for such overhead personnel as assistant superintendents, superintendents, office personnel,

timekeepers, QA/QC manager, safety manager and maintenance mechanics.

4. Supervision: If, in the Owner's judgment, full-time supervision of the extra work above the level of foreman is required, it will be authorized in writing by the Construction Manager and charges for such supervision will be included as an actual necessary expense.
5. Construction Equipment:
 - a. Individual pieces of equipment or small tools having a replacement value of \$500 or less shall be considered expendable and no payment therefor shall be made.
 - b. Contractor shall be paid for the use of Contractor-owned or rented equipment at seventy percent of the suggested monthly rental rates listed for such equipment in the Rental Rates for Construction Equipment Blue Book (published by Equipment Watch, PRIMEDIA), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the time and expense work. Hourly rental rates shall be calculated by dividing the listed monthly rates by 176 hours. The rental rate of equipment used in excess of eight hours per day shall be fifty percent of the hourly rates as calculated above. The rental rates for standby equipment, when authorized by the Construction Manager, shall be at the rate of fifty percent of the hourly rate for equipment in use eight hours per day. No payment for standby equipment shall be made for more than eight hours per day and no payment shall be made for weekend days or legal holidays. No payment for standby equipment shall be made when the equipment has been used at least eight hours in a 24-hour period. If it is deemed necessary by the Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, Contractor shall furnish the necessary cost data and paid invoices to the Construction Manager for his use in establishment of such rental rate(s).
 - c. Equipment must be in good operating condition. The rates paid for operating the equipment shall be in addition to the rental rates identified above and shall be calculated at one-hundred percent of the operating rates as provided for in the Rental Rates for Construction Equipment Blue Book (published by Equipment Watch, PRIMEDIA). The operating costs shall cover the costs of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, and all incidentals. The Contractor will be paid the equipment operating rate only for those hours the equipment is actually used. No payment of operating costs shall be made for standby equipment.
 - d. The rental time to be paid for equipment on the Work site shall be the time the equipment is required for the time and expense work being performed. The time shall include the time required to move the equipment to the location of the time and expense work and return it to the original location or

to another location. Moving time will not be paid if the equipment is used at the site of the time and expense work on other than such time and expense work. Loading and transporting costs will be allowed, in lieu of the moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is used at the site of the time and expense work on other than such time and expense work. Compensation will not be allowed while equipment is inoperative due to breakdown.

- e. For the use of equipment moved in on the Work and used exclusively for work paid for on a time and expense basis, providing the Construction Manager has agreed to such move, Contractor will be paid the equipment use rate provided for herein, for the costs of transporting the equipment to the location of the Work and its return to its original location, and for the cost of loading and unloading the equipment, all in accordance with the following provisions:

- 1) The cost for transporting equipment shall not exceed the applicable minimum established rates by the Georgia Public Service Commission.
- 2) The equipment use period shall begin at the time the equipment is unloaded at the site of the Work and shall include each day the equipment is at the site of the Work excluding weekends and legal holidays unless the time and expense work is performed on those days and shall terminate at the end of the day on which the Construction Manager instructs the Contractor to discontinue the use of such equipment. The maximum time to be paid per day shall not exceed eight hours unless the equipment is in operation for a longer time.

- 6. Subcontract Work: Where the Change applies to work being performed under a subcontract, reimbursement, including overhead and profit for the subcontractor's work performed on a time and expense basis shall be computed in precisely the same manner as if performed by Contractor. One additional allowance of five percent of the subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the subcontractor.

If the subcontractor elects to contract out changed work to a third (or lower) level contractor or supplier of purchased equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level work or materials.

The Owner reserves the right to direct the Contractor to contract directly with a third (or lower) level subcontractor or supplier of purchased equipment in order to avoid paying multiple fees, overhead and profit for such third (or lower) level subcontractor or supplier of purchased equipment.

If similar work is not being performed at the Work site and if required by the Construction Manager, Contractor shall obtain three competitive bids for the

requirements of the Change and the Contract Documents from subcontractors acceptable to the Construction Manager. Selection of the subcontractor shall be subject to the approval of the Construction Manager and the Owner.

7. Professional Services: Professional services shall be included in "actual necessary expense" provided both the Owner has determined that such services are necessary and the Construction Manager has authorized in writing the provision of such services.
8. Other Costs: Charges for items not included in paragraphs 7.03 F.1 through 7 may be included as "actual necessary expense" if such additional items are authorized in advance and in writing by the Construction Manager.
9. Compensation: The compensation as set forth above shall be received by the Contractor as payment in full for work done on a time and expense basis. At the end of each day, the Contractor and Construction Manager shall compare records of the work performed including classification of laborers, ordered on a time and expense basis.
10. Statements: No payment shall be made for work performed on a time and expense basis until Contractor furnishes the Construction Manager itemized statements of the cost of such time and expense work. Time and expense work lasting more than one day shall require the Contractor to submit and receive the approval of the itemized statements, detailed to the satisfaction of the Construction Manager as to its contents. The itemized statements will typically include:
 - a. Labor – Name, classification, date, daily hours, total hours, rate and extension of each laborer and foreman.
 - b. Equipment – Size, type, identification number, date, daily hours, total hours, rental rate and extension of each unit of machinery and equipment.
 - c. Materials – Quantities of supplies and materials, prices including transportation costs and extensions.
 - d. Bonds and insurance premiums, as applicable.
 - e. Subcontract work – time and expense details as above, or progress quantities and prices of unit price or lump sum subcontracts.
 - f. Payment for items listed above shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the time and expense work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor that shall certify that such materials were taken from his stock and that the price and transportation of the material as claimed represents actual cost.

11. If, in the Construction Manager's opinion, Contractor or any of his subcontractors, in performing time and expense work, is not making efficient use of labor, material or equipment and/or is proceeding in a manner that is expensive to the Owner, the Construction Manager may request the Contractor to make more efficient use of labor, material and equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the Construction Manager may independently determine the reasonable cost for the work and the Contractor will be entitled only to such costs.

G. CHANGES IN CONTRACT TIME

1. Critical Path Schedule Analysis: An extension in Contract Time will not be granted unless the Contractor can demonstrate through an analysis of the critical path method progress schedule that the increases in the time to perform the Work beyond the Contract Time arise from causes beyond the control of the Contractor and his/her subcontractors or suppliers. The Contractor must demonstrate that such causes lead to completion of the Work beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to guard against those effects.
2. Avoidable Delays: The Owner may grant an extension of time for avoidable delay if he deems it in his best interest. If the Owner grants an extension of time for avoidable delay, the Contractor agrees to pay actual costs, including charges for engineering, construction management, inspection, and administration, as specified in paragraph 00 72 13 - 7.05 incurred during the extension.
3. Unavoidable Delays: For delays that the Contractor considers to be unavoidable, he/she shall submit to the Construction Manager complete information demonstrating the effect of the delay on the controlling item in his/her construction schedule. The Construction Manager shall review the Contractor's submission and determine the number of days of unavoidable delay and effect of such on controlling operations of the Work. The Owner will grant an extension of time to the extent that unavoidable delays affect controlling operations in the construction schedule. During such extensions of time, engineering, construction management, inspection and administration costs, nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and Owner that time extensions due to unavoidable delays will be granted only if such unavoidable delays involve controlling operations that would prevent completion of the whole Work within the specified Contract Time.
4. Use of Float: Total float and Contract float are not for the exclusive benefit of the Contractor, but is an expiring resource available to the Owner, Construction Manager, Engineer, their consultants, or the Contractor, to accommodate changes in the Work, however originated, or to mitigate the effects of events that may delay performance or completion of all or part of the

Work within the scheduled late dates, the Contractor's anticipated completion, or Contract Time. Contract Time extensions for Contract performance will be granted only to the extent that delays or disruptions to affected work paths exceed total float along those paths when the baseline or revised baseline schedule is compared against the working schedule in effect at the time of delay or disruption and will be limited to those provisions related to the extension of time identified within this Section. Delays and disruptions must cause the end date of the Work to exceed the Contract completion date and must be beyond the control and without fault or negligence of the Contractor or any subcontractor or supplier of any tier to be considered for time extension. In the event that the delays or disruptions impact an already negative float path, the Contractor shall not receive a time extension unless and until the activity with the highest negative float is driven even further negative. Delays or disruptions are not considered a basis for time extension to this Contract unless such delays or disruptions qualify for time extensions as set forth within this Section.

H. ALLOWANCES

The amounts listed in the Bid Form for designated Allowance Items are part of the Contract Price; however the use of these funds will follow the procedures set forth herein for Changes in the Work. If the item involves Owner-initiated work, a request for proposal will be issued to the Contractor and, following receipt and review of the proposal and negotiation of the scope of work and cost, a Directive will be issued. If the work involves the response to eligible unforeseen conditions, the scope of the work and method of payment will be determined by the Construction Manager following notification by the Contractor and an assessment of the situation.

7.04 CHARGES TO CONTRACTOR

The Contractor shall pay everything charged to the Contractor under the terms of this Contract to the Owner on demand. Such charges may be deducted by the Owner from money due or to become due to the Contractor under the Contract. The Owner may recover such charges from the Contractor or from his surety.

7.05 COMPENSATION TO OWNER FOR TIME EXTENSION

The Owner, in exchange for granting an extension of time for avoidable delay, shall be compensated by the Contractor for the actual costs to the Owner of engineering, construction management, inspection, and administration expenses which are directly chargeable to the work and which accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final estimate by the Owner.

END OF SECTION

SECTION 00 73 16
INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Attention: The Contractor is advised that certain provisions contained herein require specific endorsements of your insurance policy. Do not assume that your standard policy will be suitable to meet the requirements of Cobb County. The submittal of incomplete or non-conforming documents will delay the execution of the Contract/Agreement and the issuance of the Notice-to-Proceed for the Project.

1. MINIMUM LIMITS OF INSURANCE

- A. Statutory Workers' Compensation Insurance. The statutory limits as established by the General Assembly of the State of Georgia shall be met by Contractor and/or subcontractor. The workers' compensation policy must include Coverage B - Employer's Liability with minimum limits of:

Bodily Injury by Accident -\$1,000,000 each accident

Excess liability coverage may be used in combination with the base policy to obtain these limits. The Contractor shall require all subcontractors, of any tier, performing work under the contract to obtain an insurance certificate showing proof of Workers' Compensation and Employers Liability Coverage or shall certify that the subcontractors are covered by the Contractor's insurance.

- B. Commercial General Liability Insurance. The Contractor shall procure and maintain a Commercial General Liability Insurance Policy covering bodily injury, property damage liability and personal injury. The policy or policies must be on an "occurrence" basis ("Claims Made" coverage is not acceptable) insuring personal injury and property damage against the hazards of premises and operations, products and completed operations, blasting and explosion, collapse, underground damage, independent contractor's and contractual liability (specifically covering the indemnity) and have the minimum limits of liability listed below. The Commercial General Liability policy shall also include contractual liability coverage. The Commercial General Liability policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the following limits.

Premises and Operations	\$1,000,000 per Occurrence
Products and Completed Operations	\$1,000,000 per Occurrence
Personal Injury	\$1,000,000 per Occurrence
Contractual	\$1,000,000 per Occurrence

- C. Auto Liability Insurance. The Contractor shall procure and maintain a Business Automobile Liability Policy with liability limits of not less than \$1,000,000 per

person and \$1,000,000 per occurrence or a policy with a Combined Single Limit of not less than \$1,000,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits. The form of coverage must be as follows and/or cover the following areas:

Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
Additional Insured Endorsement
Contractual Liability

- D. Commercial Umbrella Liability Insurance. The Contractor shall provide Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability, and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The Umbrella coverage shall follow form with the Umbrella limits required as follows:

\$2,000,000 Combined Single Limits per Occurrence

- E. Builder's Risk Insurance. The Contractor shall secure "All-Risk" type of Builder's Risk insurance covering work performed under the Contract, and materials equipment or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be for 100% of the value of the Contract. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke or other cataclysmic events, until the date of final acceptance of the work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or his subcontractors or the insurance company or companies providing the coverage described herein of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

2. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement – General Liability, Automobile Liability, and Umbrella Liability
1. The "Owner, Construction Manager, Engineer and their respective officers, officials, employees, and volunteers" are to be covered as Additional Named Insureds as respects all liabilities to be insured against by the policies described in Subsections 1.B, 1.C, and 1.D above.
 2. The coverage shall contain no special limitation on the scope of protection afforded to the Owner, Construction Manager, Engineer and their respective officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Contractor to provide liability insurance coverage to the Owner, Construction Manager, or Engineer for

claims asserted against the Owner, Construction Manager, or Engineer for their sole negligence.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Provide a separate endorsement for each policy, citing individual policy numbers.
5. The coverage shall be primary and shall contain no special limitations on the scope of protection afforded to the Certificate Holder/Additional Insured.
6. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
7. In lieu of a separate endorsement, a copy of the declaration page for the Umbrella Liability Policy may be provided, listing the policy numbers for each type of insurance covered by the Umbrella.

B. Waiver of Subrogation Endorsement – Each policy of insurance required by this Contract.

1. The insurer shall agree to waive all rights of subrogation against the Owner, Construction Manager, Engineer and their respective officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Owner under the Contract.
2. Provide a separate endorsement for the policy, citing individual policy number.

C. Notice of Cancellation Endorsements – Each policy of insurance required by this Contract.

1. Each insurance policy shall be endorsed to state that should any coverage be suspended, voided, cancelled or reduced in coverage or in limits, thirty days prior written notice will be given to the Certificate Holder. Notice of cancellation for non-payment of premium shall be not less than ten days.
2. Provide a separate endorsement for each policy, citing individual policy numbers.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, Construction Manager, Engineer and their respective officers, officials, employees, or volunteers.

D. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, Construction Manager, Engineer and their respective officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

All deductibles shall be paid by the Contractor.

E. Failure of Insurers

The Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of coverage in the prescribed form. The summary table shown below in paragraph 4.C can serve as a checklist to confirm the submittal of all required endorsements.

F. Contractor's Property and Equipment

The Contractor is responsible for insuring its own property and equipment.

3. ACCEPTABILITY

- A. The insurance purchased by the Contractor must be issued by a company licensed by the Insurance Commissioner to transact business in the State of Georgia or by a company acceptable to the State if the company is an alien insurer.
- B. Insurance is to be placed with insurers with a Best Policyholders Rating of "A" or better and with a financial size rating of Class VII or greater, or be otherwise acceptable to the Owner.

4. VERIFICATION OF COVERAGE

- A. The Contractor shall furnish the Owner with four original Certificates of Insurance, each with endorsements effecting coverage required by this Section of the Contract Documents. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- B. The insurance certificate must provide the following:
 - 1. Name and address of authorized agent.
 - 2. Name and address of insured. Name of insured must appear exactly as shown on Contractor's seal on Contract with Owner.
 - 3. Name of insurance company(ies).
 - 4. Description of policies.
 - 5. Policy number(s).
 - 6. Policy period(s).

7. Name and address of Owner as Certificate Holder (see Subsection D below).
8. Cobb County Water System Program Name and Number.
9. Signature of authorized agent.
10. Telephone number of authorized agent.

C. The required endorsements to be submitted are summarized in the following table:

ENDORSEMENT SUMMARY TABLE

Type of Insurance	Endorsement
Commercial General Liability	Owner, etc. as Additional Insured
Commercial General Liability	Waiver of Subrogation
Commercial General Liability	Notice of Cancellation
Automobile Liability	Owner, etc. as Additional Insured
Automobile Liability	Waiver of Subrogation
Automobile Liability	Notice of Cancellation
Commercial Umbrella Liability	Owner, etc. as Additional Insured ¹
Commercial Umbrella Liability	Waiver of Subrogation
Commercial Umbrella Liability	Notice of Cancellation ¹
Workers' Compensation	Waiver of Subrogation
Workers' Compensation	Notice of Cancellation
Builder's Risk	Waiver of Subrogation
Builder's Risk	Notice of Cancellation

¹Declarations pages may be submitted for Umbrella policies.

D. The Certificate Holder must be shown as:

Cobb County, Georgia
 Attention: Cobb County Water System
 Engineering & Records Division
 660 South Cobb Drive
 Marietta, GA 30060-3105

E. The certificates and endorsements naming additional insureds and indicating required waivers are to be submitted with the executed Agreement/Contract and Performance and Payment Bonds, for approval by the Owner before work commences. The Owner reserves the right to require the submittal of complete, certified copies of all required insurance policies at any time.

5. SUBCONTRACTORS

Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Coverage for subcontractors shall be subject to all of the requirements stated herein. Owner may request evidence of subcontractor's insurance. Contractor shall ensure that all subcontractors comply with the insurance requirements and provisions of this Section.

END OF SECTION

SECTION 00 73 17
BUSINESS LICENSE

Attention is drawn to Section 78-31 of the Official Code of Cobb County, Georgia which reads as follows:

Sec. 78-31. Scope and Levy.

- (a) *Generally.* Pursuant to O.C.G.A. § 36-1-22, O.C.G.A. § 48-13-6 et seq., the authority of 1986 Ga. Laws (Act No. 1364), page 5450, and H.B. 175, 1995 Ga. Laws, page 419 et seq., all persons, including professional corporations, engaged in business in the unincorporated area of the county are hereby required to register their business or office and obtain a business registration certificate therefore, and pay the amount now or hereafter fixed as the occupation tax thereon. The occupation tax levied in this section is for revenue purposes only and is not for regulatory purposes. The occupation tax applies only on businesses and occupations which are covered by the provisions of O.C.G.A. §§ 48-13-5 through 48-13-26. Other applicable businesses and occupations are subject to county taxes pursuant to pertinent general law and/or county ordinance.
- (b) *Businesses with no location or office in state.*
 - (1) The provisions of this article shall apply to those businesses and practitioners of professions and occupations with no location or office in the state if the business or practitioner:
 - a. Has one or more employees or agents who exert substantial efforts within the unincorporated part of the county for the purpose of soliciting business or serving customers or clients; or
 - b. Owns personal or real property which generates income and which is located in the unincorporated part of the county.
 - (2) In no event shall a business or practitioner subject to this subsection be required to pay an occupation tax to more than one local government in the state and then only to the local government in which the largest dollar volume of business is done or service is performed by the individual business or practitioner.
 - (3) If a business or practitioner subject to this subsection provides to the supervisor of the business license office proof of payment of a local business or occupation tax in another state, or county or municipality of this state which purports to tax the business's or practitioner's sales or services in this state, the business or practitioner shall be exempt for the levy of any occupational tax under this section.
- (c) *Permit for persons exempted from paying tax.* Even though a person may be exempt under state or other law from paying an occupation tax, nevertheless, such person must apply to the business license office for a free permit to engage in or carry on any business provided for in this article and submit proper and lawful credentials exempting applicant from paying the occupation tax.

(Ord. of 10-25-94; Code 1977, § 3-7-1(a)--(c); Ord. of 6-27-95(1))

State law references: General authority to levy occupation tax, O.C.G.A. §§ 48-13-5--48-13-9.

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01 11 00 – SCOPE OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Description of Project

This project involves the related services for changing out approximately 30,000 small water meters (at a rate of up to 30,000 annually). The Contractor will provide complete water meter changeout services to support water service distribution, and meter reading and billing services.

The Contractor shall install 3/4-inch meter assemblies and backflow prevention devices, where so directed, by either (1) simple replacement, (2) replacement using a meter setter / resetter assembly with integral backflow prevention device, or (3) replacement by cut-in method with backflow prevention device in series with meter and reconnection to existing customer service. In conjunction with a meter changeout, the meter box shall be reset, relocated, or replaced as necessary.

The Owner will supply the meters, backflow prevention devices, and meter setter / resetter assemblies/ boxes and lids.

B. Work Orders will be issued by the Owner for the water meter changeout.

C. Meter changeout data shall be submitted in an electronic format compatible to be uploaded to current CCWS software.

1.02 PERFORMANCE REQUIREMENTS

A. Water Meter Changeouts

Water meters identified for changeout will be provided by the Owner to the Contractor via work orders. The Owner will assign meter changeout locations based on meter reading cycles. The Owner has 21 meter reading cycles. The maximum number of daily meter changeouts performed by the Contractor shall be limited to 100 meters per day.

B. Typical Water Meter Changeout

The typical water meter will be either a 5/8" or 3/4" water meter either in a typical residential or light commercial pit setting. Typical meter locations will be within existing road right-of-ways or adjacent to right-of-ways within designated easements. Meter service line material varies but is primarily copper.

C. Changeout Scheduling Requirements

The Contractor shall coordinate its scheduling to accomplish an annual rate of up to 30,000 water meter changeouts, and to do so in a manner that allows the Owner to provide formal written notice to affected customers, 60 to 75 days in advance of meter changeout and/or backflow device installation. A copy of the proposed notice is enclosed in Appendix A for information purposes. No additional cost will be considered for contractor expedited scheduling. All scheduling must allow for the 60 day (minimum) notification of customers.

D. Normal Business Days

The Owner's normal business hours are 8 a.m. to 5 p.m. (Monday through Friday). All work must be performed during these business hours (unless mutually agreed by the Owner and Contractor to change the time) Monday through Friday. Exceptions to the above hours (including holidays, Saturdays and Sundays) must have prior approval by the Owner. For purposes of this contract, until otherwise notified recognized holidays will include:

Martin Luther King's Birthday	Thanksgiving Day
Easter Holiday (Good Friday)	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Day
Labor Day	

E. Quality of Work

All work must be of acceptable quality, professional and accurate. This shall involve arriving at the correct location, changing out the correct meter by either simple replacement, replacement using a meter setter / resetter assembly with integral backflow prevention device, or replacement by cut-in method with backflow prevention device in series with meter and reconnection to existing customer service. Work responsibility also involves obtaining the correct meter reading from the old meter, obtaining the new meter serial number, new meter reading and certifying that there were no leaks in the associated plumbing when finished. This shall be done with an error level of no greater than one error per 500 water meter change outs. Errors are defined as misreads found by field audit rereads, or errors identified by office staff in updating the customer database which, after investigation, information error is confirmed.

Complete and accurate meter changeout information shall be documented at all locations and shall include as a minimum the information specified in Paragraph 1.04. P of this Section 01 11 00.

The Contractor shall submit a daily electronic transmittal of the changeout information to the Owner by 10:00 a.m. each business day.

The Contractor shall provide a Quality Assurance/Quality Control Plan prior to beginning any of the contract work which addresses workmanship standards and the procedures for maintaining the integrity of Owner's reading and billing operations with no disruptions.

F. Completion of Work

Time is of the essence in relation to the work to be performed. All meter changeouts are to be completed as scheduled. All completed work orders, meter lists, and old water meters must be returned to the Owner by 10:00 am of each business day for the prior business day's work. If the Contractor misplaces work assignment list or work orders, it will be responsibility of the Contractor to recreate the list or work orders with all of the appropriate data. Failure to do this will be reason for the Owner to withhold payment for associated work on subsequent periodic payment requests. Weather conditions must not prevent the accomplishment of services under this contract unless otherwise agreed to by the Owner.

Individual accounts that for some reason cannot have the water meter changed out must be identified as such and reported to the Owner. The Owner will determine the appropriate changes to make to the meter installation or location. Meter locations that have meters in the fence, presence of animals, shrubs that require pruning, or debris to be removed from the site are not valid reasons for not completing the work.

All locations, when work is complete shall have a sturdy current meter box consistent with the Owner's specification and with a box lid that fits securely. As the work is being performed and it is determined that a meter box or box lid need replacing, replacement shall be made at the time of meter change out. If the curb stop or meter connectors appear to be fragile or broken, replacement shall be made at the time of meter change out. All meter boxes shall be cleared of dirt, debris, and/or root intrusion, creating a flat, level base. All meter boxes shall be set such that tops are flush with existing ground surfaces. Any debris removed from box for completion of work shall be removed from jobsite.

G. Unusual Conditions

If the Contractor finds any unordinary conditions prior to starting the work, such as illegal hookups (straight pipes), existing leaks in the service line or customer's plumbing, incorrect meter information (meter number), meter box locations in submerged areas on outside of road right-of-way, etc., the Contractor shall make immediate notification to the Owner. If the Contractor fails to notify the Owner of existing problems prior to start of work, such as leaks in customer's plumbing, and determination cannot be made that condition was existing prior to the initiation of the work, the Contractor will be responsible for making any necessary repairs to fix the leak or correcting other problems associated with the meter changeout.

H. Old Water Meters

All water meters are the property of the Owner and shall remain the same. All old water meters that are replaced shall be returned to Owner by the next business day. Meters shall be returned to the Cobb County Water System Meter Shop located at 680 South Cobb Drive, Marietta, GA 30060.

Contractor shall take care in removal, handling, storage, and delivery to the Owner of replaced meters. The integrity of these devices must be maintained for subsequent Owner testing.

1.03 SUBMITTALS

Submittals are required for the following items and shall be submitted prior to the commencement of any meter changeouts.

- Quality Assurance/Quality Control Plan
- Water service pipe materials
- Water service pipe couplings and connectors
- New water meter installation notice card

1.04 CONTRACTOR RESPONSIBILITIES

A. Staffing

The Contractor will provide a staff of employees, including supervisory personnel, as proposed in its staffing plan for the efficient operation of the services hereunder. Contractor represents that all its employees, agents, and suppliers who perform services under this contract shall be qualified and competent to perform such services. All persons employed by the Contractor in connection with such operation will be on the Contractor's payroll and will be deemed employees of the Contractor's for all purposes including taxes and insurance. The Contractor's employees will comply with all rules promulgated by Owner for the safe and orderly conduct of the activities carried out within the Owner. The Contractor's employees, agents and suppliers will have reasonable access to such parts of Owner Facilities as necessary to enable the Contractor to carry out its responsibilities hereunder, consistent with the security requirements provided for in the bid.

As a condition of the contract, the Contractor covenants that the Contractor will take all necessary actions to ensure that in connection with any work under this contract the Contractor, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly, or

through contractual or other arrangements. Use of local labor resources is preferred. The Contractor shall keep and safeguard all records relating to this contract or work performed hereunder for a minimum period of three (3) years from final contract completion with full access allowed to authorized representatives of the Owner upon requests for purposes of evaluating compliance with this and other provisions of the contract.

If the Owner objects to the continued use of any of Contractor's employees it will so notify the Contractor in writing, stating the reason for its objection. The Contractor will immediately remove such employee from activities related to this contract or any other Owner related activities.

1. Training:

Contractor must demonstrate that trained, responsible people will be used for this contract. Employee training should include classroom and field work with a qualified instructor. It is expected that actual field experience will be a part of the training.

Owner will provide initial training and overview of Owner service district for Contractor selected personnel prior to start of contract.

2. Supervision:

Contractor is an independent contractor and will provide full time supervision of all personnel. Responsibilities include but are not limited to arranging for work assignments and follow-up monitoring of water meter change out staff in the field, scheduling, monitoring meter change out activity from reports and immediate follow-up and resolution of customer complaints within a reasonable time of receiving complaint or as Owner discretion dictates. Problems encountered in the field which could result in schedule delays must be coordinated through the Contract Administrator.

3. Employee Identification:

Personnel assigned will be clearly identifiable as to be employed by the Contractor. This can also be accomplished by them being provided uniform and picture identification badge. The design of the uniform is subject to approval of the OWNER.

Contractor's employees must maintain a neat and clean appearance while providing water meter change out. Appropriate personnel protective safety equipment is required.

4. Driver's License:

Contractor is responsible for checking the contract employee for proof of valid Georgia driver's license every six (6) months if they are required to drive.

5. Criminal History Check:

Contractor shall perform a Criminal History Check (CHC) for each employee.

6. Substance Abuse:

Contractor must ensure that Contractor's employees will not consume alcohol during working hours and will not work while under the influence of alcohol, a controlled substance or a dangerous drug. A random drug testing policy is recommended.

B. Customer Relations

The Contractor is responsible for ensuring that its employees conduct themselves in a courteous and professional manner when dealing with all customers of the OWNER. The Contractor shall ensure that OWNER customers and their property shall be treated with respect at all times.

All problems or complaints from customers that are a result of work performed by the Contractor in completing this contract shall be resolved by the Contractor within a reasonable time of receipt of complaint or at the Owner's discretion.

The Contractor shall promptly notify the Owner of any unresolved or persisting problems or complaints.

C. Vehicles

Contractor will be responsible for all transportation needs necessary to complete the work. All vehicles must be maintained to provide a clean, mechanically sound, professional, and uniform image. Safety equipment, such as placards (Caution - Frequent Stops), four-way flashers, and lighted flashing beacons must be provided for each vehicle used for intended purposes in completing this contract. All vehicle mileage charges shall be incorporated into the per meter cost as bid.

Contractor must furnish vehicle identification (to be approved by the Owner) clearly indicating its use in water meter change out services for the Owner. All signs to be provided by Contractor.

D. Materials and Supplies

The Owner will provide replacement meter boxes, meter box lids, curb stops, meter connectors, water meters and washers, and meter setter / resetter assemblies, dual check backflow devices, and 4-inch long brass

FY26-FY27 Water Meter Changeout Services

pipe nipples. Owner furnished materials will be picked-up at the Cobb County Water System Warehouse located at 680 South Cobb Drive, Marietta, GA 30060. The Contractor is responsible for the off-site secure storage of these materials.

The Contractor shall take care in handling, delivery, and installation of the meters and other components. The integrity of the components must not be compromised for acceptable long-term operation.

Contractor must furnish all other tools, materials and supplies necessary to complete the work including, but not limited to: miscellaneous pipe, couplings, fittings, meter key, pliers, vault key, reading tubes, hand pump, shovel, etc. No PVC, plastic, galvanized steel, or black iron pipe fittings and materials shall be allowed.

All piping that is damaged by Contractor or its' associates shall be repaired using Owner approved materials and methods by the Contractor at the Contractors expense. This includes but not limited to broken customer service line, broken customer irrigation lines, damaged sprinkler heads, stopped up customer plumbing, clogged PRV valves, etc.

The Contractor is prohibited from tampering with any of the Owner issued water meters. The Contractor shall be responsible and held accountable for all materials and water meters issued to him from the Owner.

E. Contract Termination

Upon completion of services under this contract, the Contractor must return all materials and supplies and all other associated equipment to the Owner by 3:00 p.m. (unless mutually agreed by the Owner and Contractor to change the time) on the contract termination date.

Upon termination of this contract, the Contractor agrees to return to the Owner all such information in its possession or control and the provisions of this paragraph shall survive termination of this agreement and remain in full force and effect.

F. After Hours Emergency Contact

The Contractor must provide a reliable means for contact and be available for emergency work 24 hours per day, seven (7) days per week.

After hours, emergency contact information shall be maintained throughout the contract period and communicated to Owner's staff. After hours contact requirements are mandatory.

G. Storage Facilities

The Contractor is responsible for providing any necessary staging or storage facilities.

H. Information Disclosure:

The Contractor or Contractor's employees shall not, without the prior written consent of the Owner, disclose to any other person any information regarding customers of the Owner acquired by the Contractor in the course of providing the Services or deal with or make use any such information except in the course of and for the purpose of providing the Services.

1.05 INSTALLATION REQUIREMENTS

A. Manufacturer Specifications

The Contractor will replace existing meters and/or install meter setters / resetters, backflow prevention devices, etc. in accordance with manufacturer's instructions. Installation shall be in a neat and skillful manner by technicians who have been trained and informed of the technical and procedural requirements of the work.

B. Customer Notification

The Contractor shall inform the water meter customer prior to shutting off water service to accomplish the meter change-out. Water service shall only be shut off for the time necessary to replace the meter. The Owner shall provide timely assistance when requested by the Contractor in locating and operating shut-off valves and/or curb stops.

Contractor will send out notices to all affected water customers prior to Contractor arrival. However, before any excavation of area or disruption of water service, Contractor is to notify the customer of the water line activity and advise the customer of anticipated duration till water service is resumed. Should customer refuse to allow Contractor to disrupt water service, Contractor should attempt to arrange a schedule as to when work might occur. If this is not agreeable to the customer, Contractor will advise the Owner, and the Owner will arrange a schedule with the customer.

Should the customer be at home, Contractor will advise the customer that work has been completed. If a customer is not at home, the Contractor shall place a notice card on the customer's door advising the customer that a new meter was installed. This notice will also advise the customer that all of the particulates may not have been removed during the flushing process and further flushing may be required of the customer. The notice card shall be approved by the Owner prior to its use.

C. Inoperative Valves

If the curb stop is inoperable, the Contractor shall remove the existing curb stop and replace with new, Owner furnished curb stop. The Owner will provide assistance if the Contractor is unable to locate a curb stop.

D. Installation Defects

Any leaks or defects along the service line within 10 feet of the meter reported by the customer to either the Contractor or the Owner within seventy five (75) calendar days after completion of the replacement will be the responsibility of the Contractor to make the necessary repairs at no additional cost to the Owner. This presumption will not apply to leaks or other pre-existent conditions noted by the Contractor during the replacement, nor shall this presumption be construed as the sole basis upon which liability can be attributed to the Contractor.

E. Faulty Installations

The Contractor at no extra cost shall repair all faulty installations within the warranty period.

F. Damages

During the replacement program, some breakages are likely to occur to customer service lines. Contractor shall be prepared to repair any damage to customer service line at no expense to the Owner.

G. Faulty Plumbing

If, in the Contractor's opinion, the condition of the customer's existing service piping is such that significant damage would result from attempting to remove and replace the existing water meter, the Contractor will cease work and notify the Owner.

H. Emergency Response

Any defective installations resulting in leaking settings, low water pressure and/or no water service, if deemed to be of emergency nature by the Owner, must be investigated and corrected by the Contractor within four (4) hours of notification. Contractor must provide a reliable means for contact and be available for emergency work 24 hours per day, seven (7) days per week.

I. Project Preparation

Prior to job performance, the Contractor shall survey sample group of proposed meter changeout locations to determine necessity of any special tools or equipment needed to complete project in a prompt manner.

J. Water Supply Protection

No chemicals shall be used in, around the water service line, or within the meter pit that is harmful to humans, animals or vegetation. Weeds shall be manually removed and ants or other insects shall be flushed away from the meter replacement area with clean water only. All water lines shall be thoroughly flushed after new meter is installed to remove any dirt or debris that may have entered customer line during the installation.

K. Installation of Meter Setter / Resetter and New Meter

New meter setter / resetter with integral, dual check backflow prevention device shall be installed in accordance with manufacturer instructions and detail specifications using all new gaskets, and couplings if necessary. New meter shall similarly be installed. All coupling nuts shall be properly tightened and the meter shall rest in a horizontal position with no tilting to either side of pit.

L. Cut-in Installation of New Meter and Backflow Prevention Device

New meter and backflow prevention device installation by cut-in shall be performed when existing conditions do not allow for setter / resetter assembly (shallow service improper existing conditions, etc.). The meter and backflow prevention device shall be installed in series, in accordance with manufacturer instructions and detail specifications using all new gaskets and couplings if necessary. Customer side service piping shall be modified as necessary, supplemented with new pipe nipple from backflow prevention device, and or appropriate reconnection / coupling to the existing customer service piping.

M. Meter Box Replacement

Meter boxes that are missing, damaged, too small or have improper fitting lids shall be replaced. Owner will provide the new meter boxes and lids. The Contractor shall providing all labor, fittings, tools, equipment and all other miscellaneous associated work and materials necessary to replace a meter box. The meter box shall be set such that the top is flush with existing ground surface, the box is plump, meter is centered, and the lid fits properly on the box. After installation of the meter box, the interior of the meter box shall be clean of loose dirt, debris or other matter. Missing or damaged box lids shall be replaced as necessary. If the Contractor damages the new meter box during installation, the Contractor shall be responsible for all costs associated with replacing the meter box.

N. Meter Box Relocation

Upon Owner's direction, the Contractor shall relocate meter boxes. Owner will furnish the new meter boxes and lids. The additional costs for relocating the services lines and abandoning the old box will be compensated from the Additional Work Allowance. The Contractor shall provide all labor, fittings,

tools, equipment and miscellaneous associated work and materials necessary to complete the work. The meter box shall be such that the top is flush with existing ground surfaces, the box is plumb, meter is centered, and the lid fits properly on the box. After installation, the interior of the meter box shall be clear of loose dirt, debris, or other matter. Missing or damaged box lids shall be replaced as necessary. If the Contractor damages a meter box during installation, the Contractor shall be responsible for all costs associated with replacing the meter box.

O. Resetting of Meter Box to Existing Ground Surface

The majority of the meter boxes will require resetting. As necessary, the meter boxes shall be reset such that tops are flush with existing ground surface. The costs for resetting of the meter box shall be included in the unit prices for the water meter changeout pay items. This includes adjustments up to a total of 6 inches with the Contractor providing all labor, fittings, tools, equipment and miscellaneous associated work and materials necessary to complete the work. The meter box shall be set such that the top is flush with existing ground surface, the box is plumb, meter is centered, and the lid fits properly on the box. Missing or damaged box lids shall be replaced as necessary. Owner will provide meter box lids. Situations that require raising the box more than 6 inches shall immediately be brought to the attention of Owner for direction. After resetting, the interior of the meter box shall be clean of loose dirt, debris or other matter. If the Contractor damages a meter box while resetting the box, the Contractor shall be responsible for all costs associated with replacing the meter box.

P. Meter Depth Adjustment

All water meters shall be at a finished depth of $\pm 8"$ deep from the finished grade. Measurements will be from the register surface. If the water meter is deeper than this amount, the Owner will provide the appropriate meter riser to use. If the water meter is shallower than this, the Contractor shall notify the Owner of the address and depth. Any meter requiring more than a 12" resetter must be approved by the Owner.

Q. Curb Stop Replacement

The replacement of curb stops will be paid on a unit price each. The Contractor shall provide all labor, fittings, tools, equipment, and miscellaneous associated work necessary to complete the work. Curb stops will be provided by the Owner. The Contractor is responsible for the coordination with the customer in scheduling the replacement work and the location of utilities prior to start of work. Curb stop replacement will occur while the service line is under pressure.

R. Repressurization of Service Line

With new meter installed, Contractor shall slowly open curb stop valve checking gaskets and line for any sign of leakage. With line fully

repressurized, Contractor can move curb stop valve to a full open position.

S. Flushing of Service Line

Contractor shall locate the hose bib nearest the front of the house and place a block beneath its discharge point to prevent soil erosion. Hose bib valve shall be fully opened by the Contractor; then curb stop will be slowly opened and taken to a full open position with full discharge of water at the hose bib. The flushing process shall continue until water clears and any entrapped air has a chance to evacuate the line. This shall normally take 15 to 30 seconds, depending on line size and proximity of hose bib to meter site. After flushing is completed, the Contractor shall ensure that hose bib is fully closed.

T. Site Restoration

After all work has been inspected for proper operation, Contractor will fill in dirt around meter box and promptly restore surroundings to a like condition before work began. This will include restoration of grass, shrubs, and landscaping. The restoration of landscape features, grassing, sod replacement is required to promptly (within 14 calendar days) follow meter changeout/backflow device installation. The meter setting is to be both attractive and unobtrusive when complete. The meter box shall be set such that tops are flush with existing ground surface. All waste shall be removed from area.

Failure to comply with these restoration requirements shall result in non-payment of all work associated with those locations until restoration issues are completed.

U. Cleaning Work Site

After completion of meter installation and notice, Contractor shall return to work site area, pick up all tools and equipment, and make sure there is no debris or dirt left around the meter area. Old scrap meter will be retrieved by the Contractor and returned to Owner daily.

V. Recording Information

Once meter installation complete and re-inspected for any leaks, Contractor shall record all essential installation information. This shall include by address and premise number:

- Work Order number
- Address (provided by Owner)
- Premise number (provided by Owner)
- Existing meter number (provided by Owner)

- Existing meter reading
- New meter number
- New meter reading
- Time and date of replacement
- Backflow prevention device existing or installed during meter changeout
- Other installation notes (simple meter changeout, meter setter/resetter installation, cut-in installation, allowance items required (if any), etc.)

Meter changeout information shall be transmitted daily to Owner in a clear, legible, electronic format by 10 a.m. the following business day. A sample form for transmittal of this information is included in Appendix C.

W. Photographic Files

The Contractor shall maintain digital photograph files of all “before” and “after” conditions at each work/meter location. Photographs shall include in the frame the specific address reference for the location. Existing piping, fittings, meter, valves, etc., shall be documented as “before” conditions. Similarly, the completed installation of piping, fittings, meter, valves, etc. shall be documented as “after” conditions. In the event of questions concerning leaks, repairs, etc. the Contractor will be responsible for producing the digital photography files for the address in question.

V. Payment Application / Work Order Close-Out

All elements of the work order must be complete for processing of the payment applications. Payment application for any work order that work remains unfinished will be rejected by the Owner. No partial payment of any single work order will be made.

All essential installation information and the record drawing must be submitted prior to or accompany the payment application.

The Contractor shall promptly submit payment application upon completion of the work order.

1.06 WARRANTY

Contractor shall warranty all work for a period of one (1) year from the date of Owner’s approval of payment application. Contractor is responsible for making all necessary corrections during the warranty period and its own expense. Deficiencies shall be immediately addressed and corrected.

END OF SECTION

SECTION 01010 - PROJECT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

Section Includes:

1. Work Orders
2. Coordination requirements.
3. Construction procedures.

1.02 WORK ORDERS

- A. On an as needed basis, the Owner will issue a work order for the meter installation work at a designated location. On occasion, a work order may require more than one meter installation in a small area such as a subdivision.
- B. Each work order will specify a date for the work to be completed.
- C. The Contractor shall have sufficient resources to ensure work is completed within the time specified on the work order.

1.03 LANDS AND RIGHTS-OF-WAY

- A. Access to the work shall be limited to the right-of-way or easement area provided for execution of the work. The **Contractor** shall not enter any adjacent private property without prior written approval from the property owner. Proof of such approval shall be furnished to the **Owner** upon request.
- B. If the Contractor performs any work or service for any property owner outside the specified scope of the Contractor's agreement with the Owner or has any agreements with a private property owners for access to or for temporary use of property outside of the right-of-way or easement area, a written agreement shall be entered into, with the private property owner(s) prior to any work or service being performed or prior to any use by Contractor of the private property and such agreement shall be provided to Owner. The agreement shall contain the following language, in addition to the terms agreed to between the Contractor and the property owner.

"The Property Owner understands that Cobb County is not a party to this Agreement, exercises no control over the means, methods, and execution of this agreement, and that Cobb County assumes no responsibility for the Contractor's compliance with the terms of this agreement. The Contractor shall be solely liable for any and all claims, demands, and judgments related to loss or damage to property or person (including death) arising from or in any way related to the Contractor's acts or omissions related to the agreement".

1.04 COORDINATION REQUIREMENTS

- A. During progress of work under this Contract, it may be necessary for other contractors and persons employed by the **Owner** to work in or about the site. The scheduling of meter vault delivery and setting must be coordinated with the Owner's contractors engaged for such work. The **Owner** reserves the right to put such other contractors to work and to afford such access to the site at such times as the **Owner** deems proper. The **Contractor** shall not impede or interfere with the work of other such contractors and shall sequence and conduct his work such that such other contractors may complete their work at the earliest possible date.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONSTRUCTION PROCEDURES

- A. General Examination Requirements:
1. Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed.
 2. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.
 3. Notify the **Owner** promptly of any modifications required due to existing conditions or previous work.
 4. Before starting work which might affect existing construction, verify the existence and location of:
 - a. Underground utilities.
 - b. Other underground construction.
 - c. Location and invert elevation of points of connection to piped utilities.
 5. Verify that utility requirements of operating equipment are compatible with building utilities.
 6. Verify space requirements of items which are shown diagrammatically on the drawings or any other items that might impact construction.
- B. General Preparation Requirements:
1. The **Contractor** shall obtain and pay for all required permits.
 2. Prior to starting work, the **Contractor** shall have the limits of construction field staked by, or under the supervision of, a Georgia Registered Land Surveyor. The staking shall include, but not be limited to, easement (permanent and construction) limits, construction entrances, and any other staking that is necessary to clearly define the limits of construction.
 3. Take field measurements as required to fit the work properly.
 4. Recheck measurements prior to installing each product.
- C. General Installation Procedures:
1. Accurately install the work and components of the work.
 2. See sections describing specific parts of the work for additional requirements.
 3. Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.
 4. Install work in such manner to minimize cutting and patching.

- D. Cleaning and Protection**
1. Remove debris from concealed spaces prior to enclosing the space.
 2. Keep the site and the work free of waste materials and debris.
 3. Clean areas in which work is to be done to level of cleanliness necessary for proper execution of that work.
 4. Keep installed work clean, and clean again when soiled by other operations.
 5. Protect installed work from soiling and damage.
- E. Do not cut existing mechanical and electrical services which are to remain in use until provisions have been made to relocate or reconnect them promptly; obtain approval of the **Owner** of the time and duration of disconnection.**
- F. Installation of Components:**
1. Install products only at the time and in the sequence which will ensure the best possible results in conformance with project requirements.
 2. Install products only during environmental conditions which will ensure the best possible results.
 3. Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in writing or not.
 4. Separate incompatible materials with suitable materials or spacing.
 5. Provide all anchors and fasteners required and use methods necessary to securely fasten work.
 6. After installation, adjust operating components to proper operation.
- G. Instruction of the **Owner's** Personnel:**
1. Instruct personnel designated by the **Owner** in the operation and maintenance of equipment and systems, prior to substantial completion.
 2. Arrange times and places of instruction with the **Owner**.
 3. Provide instruction by qualified manufacturer representatives.
 4. Allow videotaping of instruction sessions by **Owner**.
- H. Final Cleaning:**
1. Remove materials and equipment which are not part of the work and all debris from the site prior to substantial completion.
 2. Dispose of debris in a lawful manner.
 3. Perform final cleaning after substantial completion has been certified, but before final payment.
 4. Clean entire project site and grounds.
 5. In spaces to be occupied, remove dirt, stains, and other foreign substances from all accessible surfaces and remove nonpermanent labels.
 6. In spaces not normally occupied, remove debris and surface dust and wipe equipment clean, removing excess lubrication, paint, and other foreign substances.
 7. Remove paint and other coatings from permanent labels and from mechanical and electrical equipment nameplates.
 8. Leave the project clean and ready for occupancy.
- I. Substantial Completion Procedures:**
Reference Section 00 72 13 - General Conditions.

- J. Final Completion Procedures
Reference Section 00 72 13 - General Conditions.

3.02 HEALTH AND SAFETY CONSIDERATIONS

- A. Take precautions to prevent fires and to facilitate fire-fighting operations.
- B. Take precautions to prevent accidents due to physical hazards.
- C. Maintain working conditions in order to keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.
- D. Maintain working conditions in order to control rodents and other pests; prevent infestation of adjacent sites and buildings due to pests on this site.
- E. Keep public streets free of debris due to this work.
- F. Provide adequate traffic control by means of signs, signals, and flaggers, as necessary.

3.03 ENVIRONMENTAL CONSIDERATIONS

- A. Take care to prevent pollution of air, water, and soil.
- B. Prevent the entry of rainwater runoff into sanitary sewer system.
- C. Control windblown dust; prevent erosion to site and nuisance to neighbors.
- D. Conduct construction operations so that waste of power, water, and fuel is avoided.
- E. Noise from the **Contractor's** operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dBA at a distance of 50 feet from the noise source between 7:30 p.m. and 7:00 a.m. and on the weekends.
- F. Any created or observed situation involving discharge / spill of raw sewage shall be immediately reported to the Cobb County Water System Emergency Dispatch at (770) 419-6201.

3.04 PROTECTION OF THE WORK

- A. Conduct construction operations so that no part of the work is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.
- B. Execute work and stockpile spoils and materials to prevent flooding of excavations, below-grade construction, and adjacent properties due to rainwater runoff.
- C. Protect existing property not indicated to be removed.

- D. Provide temporary supports as required to prevent movement and structural failure.
- E. All equipment and vehicles used on Water system projects shall be clearly marked with the **Contractor's** name and telephone number. The identifying markings may be in the form of magnetic signs, decals, or painted lettering and shall be located on both sides of the equipment/vehicle. The lettering shall be legible, of a contrasting color to the background surface, and at least two inches in height. All markings shall be in place upon initiation of the work on the project site.
- F. A copy of the project's Notice to Proceed letter issued by the Water System shall be available at all times on the job site as proof of the contractual relationship of the Contractor with the Water System. The letter shall be presented for review upon request by regulatory agencies or other County departments that visit the job site.
- G. If removal and replacement of a paved private driveway is required, the replacement shall be performed within two (2) weeks of removal. The permanent pavement replacement for public roadways shall be performed within thirty (30) days or within 7 days if the roadway is a state highway or major county arterial roadway. Temporary surface maintenance is the **Contractor's** responsibility and shall be adequate for the volume and type of traffic loads imposed. Temporary asphalt cold mix application, steel traffic plates, etc. shall be utilized as necessary.
- H. The Contractor shall maintain copies of all permits on the project site at all times.

3.05 NOTIFICATION OF SERVICE INTERRUPTION

During progress of work under this Contract, it may be necessary to temporarily interrupt water, sewer or other utility service to a limited number of customers in the vicinity of the work. It shall be the **Contractor's** responsibility to coordinate the service outage with the utility owner and to provide proper advance notification (a minimum of 48 hours) to the affected customers.

The **Contractor** is alerted to the fact that due to the nature of businesses and traffic in certain projects' areas, water outages for connections, service changeovers, and other work may not be allowable during normal work hours. Considerations of this are to be factored into bid price submitted. Coordination, special lighting, traffic control, employee overtime, special customer notification, etc. shall be included in these considerations by the **Contractor**.

3.06 WATER DISTRIBUTION SYSTEM VALVE OPERATION

All water distribution system service interruptions or outages, such as through water distribution system valve operation, either through pre-approved scheduling or in response to emergency situations, shall require the **Contractor** to notify the appropriate inspector/project engineer of the Cobb County Water System and the Cobb County Water System Dispatch/Emergency office at (770) 419-6201. Specifics of the outage shall be provided, including but not limited to the following information: **Contractor**, **Contractor** authorized representative providing the notice, contact number(s) of the Contractor or representative, anticipated duration of the outage, geographical limits of the outage, and definitive identification of the valves to be operated. The Cobb County Water System shall

log this information for reference in the event inquiries develop and to ensure valves are repositioned correctly.

Upon conclusion of the work or repair and after service has been restored, the **Contractor** shall again notify the appropriate project representative of the Cobb County Water System and the Cobb County Water System Dispatch/Emergency office to confirm and crosscheck, as appropriate, that all affected valves have been fully and correctly repositioned. Additional **Contractor** contact information shall be provided to maintain and ensure Contractor responsibility for 24 hours or the next work day, whichever is longer. Such action does not relieve the **Contractor** from overall contract warranty responsibility.

Unauthorized operation of the Cobb County Water System water distribution system valves, hydrants, or other appurtenances, or operation in which the proper notification is not provided, is expressly forbidden and subject to penalties.

3.07 TRAFFIC CONTROL

The **Contractor** shall be responsible for traffic control during the course of each phase of the work. A Cobb County Department of Transportation (CDOT) Utility Permit shall be required for all partial and full lane closures. Road closures and / or detours shall require a CDOT Road Closure Permit. **Contractor** shall submit a traffic control plan to the **Owner** a minimum of two weeks prior to partial or full lane closures and a minimum of four weeks prior to a road closure along with other pertinent information needed for the associated permit application. The **Owner** will submit the permit application to CDOT. The traffic control plan shall conform to CDOT requirements and be in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways. In the event the road or lane closure is necessary within the limits of a municipality or on a State of Georgia highway, the **Contractor** shall make direct application to the municipality or the Georgia Department of Transportation for the necessary road or lane closure permits. The **Contractor** shall install and maintain traffic control compliant with the approved permit, including but not limited to, trained and properly equipped flagmen, to safely control all traffic through the work zone(s). It is the **Owner's** intent that this work be accomplished with as little disturbance to traffic, private property, and the public as is reasonably possible, consistent with timely completion thereof.

3.08 WATER CONSERVATION

The **Contractor** is required to exercise water conservation efforts to the fullest extent possible. These efforts shall include compliance with the current Cobb County "Drought Response Plan Regulations". The **Contractor** shall otherwise stage and sequence operations to be as effective as possible in conserving water and to collect any flushing water for reuse as dust control, backfill or roadway base consolidation, watering of landscape restoration, etc. All direct use of water from fire hydrants shall be metered via fire hydrant meters obtained from the Cobb County Water System. Any observed use of non-metered water by the **Contractor** shall be immediately reported to the **Owner**. Any observed leaks from an existing water main or fire hydrant shall be immediately reported. Leaks on newly installed, but not in service water mains, shall promptly be isolated and repaired. Best practices for irrigation shall be followed.

END OF SECTION 01 12 00

APPENDIX A

COBB COUNTY WATER SYSTEM CUSTOMER NOTIFICATION LETTER

<<DATE>>

Cobb County Water Customer

<<ADDRESS>>

<<CITY>>, <<ST>> <<ZIP>>

Re: Notice of Water Meter Replacement and
Backflow Prevention Device Installation by County; and
Internal System Check by Customer

Dear Cobb County Water System Customer:

Cobb County Water System has contracted with<<contractor name>>, Inc. to replace older water meters. The water meter servicing your home is scheduled for replacement this year. Please be advised<<contractor name>>. will begin working in your area when you receive this notice.

The technicians will knock to alert you of their arrival; however, the replacement occurs outside of your home and you do not need to be present for the work to take place. Cobb County Water and<<contractor name>>. vehicles will be clearly marked, and employees will wear uniforms and carry a photo-identification badge. It is anticipated your meter replacement will take about 45 minutes and during this time the water will be off about 30 minutes. When change out is completed, the contractor will flush the service line at your outdoor faucet to remove any air or loose sediment that may appear. Faucets which are not accessible or usable may require you to flush your system internally. This can be done by allowing the cold water tap to run for a few minutes until the water is clear. It is important to note that the water will be safe to drink and will meet all Federal and State standards at all times. A door hanger notice will be provided to inform you that work has been completed.

In the event a backflow prevention device is installed with the new water meter, there are a few things you must be advised of. This device prevents the reverse flow of water from a customer's plumbing system to the public water distribution system, thereby protecting the public water distribution system from the entry of possible contaminants.

As a result of the installation of the backflow prevention device, your water heater and internal plumbing could be affected by thermal expansion. Thermal expansion occurs when water is heated; as water is heated, its volume expands. With a backflow preventer in place, a closed system is created on the customer's plumbing and the expanded water has no path to flow back to the system supply. Within this closed system, the pressure increases, possibly resulting in leaks, as well as potential damage to the water heater, pipes, and other plumbing fixtures. To eliminate this potential problem, you should determine whether you have an operational thermal expansion device on your internal plumbing system.

Water heaters installed after January 1, 2001, were required by plumbing code to include a thermal expansion device. Although water heaters are equipped with a temperature and pressure (T&P) relief valve, this T&P valve is not considered a thermal expansion device.

If you do not have a thermal expansion device, one should be installed. There are different thermal expansion devices and approaches. Any local hardware or building supply store should be able to provide guidance on these products and any associated services. Some installation alternatives may require the services of a plumbing contractor. As in all contracted work, it is suggested that you seek the services of reputable contractors and obtain several cost estimates prior to making any commitments.

For more information about Thermal Expansion, please visit our website at www.cobbwater.org and find Backflow Prevention under "Programs" on the left side of the screen; a link to Thermal Expansion is then on the right side of the page. Alternatively, you may call our Thermal Expansion information message line at (770) 528-5394 and we will be in contact with you. The Cobb County Water System appreciates your cooperation during this process.

Sincerely,

Cobb County Water System