

PROJECT MANUAL

FOR

SB003-27

Lawrenceville Lawn Pedestrian Improvements

CITY OF LAWRENCEVILLE
LAWRENCEVILLE, GEORGIA

*The drawings, specifications, and other bidding documents of the City of Lawrenceville for the **Lawrenceville Lawn Pedestrian Improvements** are provided for your use in offering bids in response to the Owner's invitation to bidders. Supplying these documents for bidding purposes does not convey any type of license for copying or transfer of ownership or intellectual property right, including copyright, to plan holders. No electronic devices, including photocopy, may be used to copy any part of these documents without the written permission of the Architect / Engineer or other copyright holder.*

OWNER

CITY OF LAWRENCEVILLE
70 S. CLAYTON STREET
LAWRENCEVILLE, GEORGIA 30046

SPECIFICATIONS

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS

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DIVISION 1 GENERAL REQUIREMENTS

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END OF SECTION



LAWRENCEVILLE

GEORGIA

June 25, 2026

**NOTICE TO BID
FOR
Lawrenceville Lawn Pedestrian Improvements**

SB003-27

The City of Lawrenceville is soliciting competitive sealed bids from Contractors for the **Lawrenceville Lawn Pedestrian Improvements**. Sealed bids will be received by the Lawrenceville Purchasing Office, 70 S. Clayton Street, Main Level, Room M46A Lawrenceville, Georgia 30046 until **2:00 P.M. local time on Thursday, August 6, 2026**. Any bids received after this date and time will not be accepted. Bids will then publicly be opened and read aloud. Any bid received after 2:00 P.M. will not be accepted. Bid envelope should be marked on the outside with Bid Number, name of Bidder, date and time of opening.

The work to be performed by the General Contractor and consist of but is not limited to the following major items:

- **TRAFFIC CONTROL** for both vehicular and pedestrians following the latest MUTCD and GDOT standards.
- **EROSION CONTROL** BMP's including mulch, temporary grassing, and sodding.
- **SITE WORK** including clearing & grubbing, remove and replace existing signs, grading and excavation.
- **CONCRETE PAVING** including construct concrete curb & gutter, construct sidewalk/plaza and ADA ramps.
- **CRACK SEALING, SEAL COATING, AND THERMOPLASTIC STRIPING.**
- **42" PAINTED HANDRAIL.**
- **REMOVABLE BOLLARDS.**
- Site clearing.
- The equipment and materials to be furnished by the Contractor will be installed at the locations shown on the Drawings and as described in the respective section of these specifications.
- All work shall comply with all Federal, State, and local requirements and specifications.
- The latest GDOT Standard Specifications for Road and Bridge Construction of the Georgia Department of Transportation, shall govern the construction of this project.

Copies of the Plans, Specifications and Contract Documents may be obtained from the Lawrenceville City website <https://www.lawrencevillega.org/purchasing> .

A **pre-bid conference** is scheduled for 10:00 A.M. on **Tuesday, July 21, 2026** at Lawrenceville City Hall located at 70 South Clayton Street, 4th floor City Council Chambers, Lawrenceville, GA. 30046. **All bidders are urged to attend.**

Questions regarding bids should be submitted to Kenneth Morris, Purchasing Director, via email at purchasing@lawrencevillega.org no later than 3:00 p.m. local time, **Friday, July 24, 2026**. Bids are legal and binding upon the bidder when submitted.

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Lawrenceville Lawn Pedestrian Improvements
Date: August 6, 2026
Bid Number: SB003-27

Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper certification stating that said Corporation is authorized to do business in the State of Georgia.

No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from 10 days from the date of the "Notice to Proceed".

A five percent (5%) bid bond must be submitted with the bid. Successful contractor will be required to provide a one hundred percent (100%) payment and one hundred percent (100%) performance bond as well as an insurance certificate fulfilling requirements as stated in the bid documents. Surety and insurance companies must have an AM Best rating of A-5 or greater, be listed in the Federal Registry of Companies holding Certificate of Authority and acceptable sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

All bonds must be submitted on forms provided by the City of Lawrenceville and agencies providing bonds and insurance should provide proof that they meet the criteria outlined in the bid and contract documents.

The City of Lawrenceville does not discriminate on the basis of disability in the admission or access to its programs or activities. The written Bid Documents supersede any prior verbal or written communications between the parties.

Award will be made to the contractor submitting the lowest responsive and responsible bid. The City of Lawrenceville reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety.

All companies submitting a bid will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Lawrenceville.

END OF SECTION 00100

**SECTION I
INSTRUCTIONS TO BIDDERS**

1. Each bidder must examine the Notice to Bid, Instructions to Bidders, Contract, Contract General Conditions, Specifications, Bid Schedule, Drawings, and Addenda. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish all information required by the bidding requirements. The authorized representative must sign the bid as well as print or type his/her name on the bid schedule. Erasures or other changes must be initialed by the authorized representative signing the bid. Bids can only be signed by a person authorized to commit company resources.
3. Bids are legal and binding upon the bidder when submitted. Receipt of addenda should be acknowledged on the bid schedule. No oral interpretations or information can be considered as binding.
4. Bid envelope should be marked on the outside with Bid Number, name of Bidder, date and time of opening. Faxed bids cannot be considered.
5. Bidding Requirements will consist of the following:
 - a) Bid Schedule
 - b) Bid Bond
 - c) Non-Collusion Affidavit
 - d) Statement of Bidder's Qualifications
 - e) Statement of Equipment
6. Award will be made to the bidder submitting the lowest responsive and responsible bid. The City reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City, all such information for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.
7. Bids may be withdrawn only the case of mathematical error. The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the

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contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Bidder has up to forty-eight (48) hours to notify the City of Lawrenceville Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the City of Lawrenceville's discretion.

8. The City of Lawrenceville reserves the right to reject any or all bids, to waive technicalities, and to make an award as deemed in its best interest.
9. The City is exempt from federal excise tax and Georgia sales tax with regard to goods purchased directly by the City. Nevertheless, contractors are responsible for federal excise tax and Georgia sales taxes, including taxes for materials incorporated in City construction contracts.
10. The attention of all bidders is directed to the fact that all applicable federal state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written.
11. Information submitted by a bidder in the bidding process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act of Compulsory Process.
12. Failure to observe any of the Instructions to Bidders or conditions in the Invitation to Bid may constitute grounds for rejection of the bid. Failure to use City Bidding Form and to acknowledge applicable addenda may result in a bid being deemed non-responsive an automatic rejection.
13. The Work shall be completed within **30 consecutive calendar days**. The completion of the work will be computed from the date of the Notice to Proceed or as stated in the pre-construction meeting.
14. Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
15. "Liquidated Damages" shall mean the negotiated sum of which the Bidder agrees to pay for each consecutive working day beyond the Contract Time required to complete the work.
16. Construction areas min. safety requirements & important issues:
 - The contractor shall post warning signs at all construction zones for pedestrians to be aware of their surroundings.
 - The contractor shall prevent any damage to adjacent sidewalks, utilities, or private property during construction.
 - Construction entrance, silt fences and any other required erosion control device shall be in place prior to clearing, construction or demolition operations.
 - All structures to be demolished shall be completely removed above and below grade.
 - Abandoned service lines to the existing structures shall also be removed.

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17. Standard Specifications:

All work shall comply with all Federal, State, and local requirements and specifications.

The latest **GDOT** Standard Specifications for Road and Bridge Construction, and as amended herein, shall govern the construction of this project.

18. Addenda and Interpretations:

No interpretation of the meaning of the Drawings, Specifications or other bid documents will be made to any bidder orally. Every request for such interpretation should be made in writing. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications. Failure of a bidder to receive any addendum shall not relieve him of any obligation under his bid. All addenda shall become part of the Contract Documents.

19. Site Examination:

The Bidder is advised to examine all the locations of the work and to inform himself fully as to its conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the execution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. The Plans are based on field run survey provided by the City of Lawrenceville, accuracy of this information shall be verified by the Bidder.

Failure to examine the site will not relieve the successful bidder of his obligation to furnish all products and labor necessary to carry out the provisions of his contract.

The Bidder shall notify the Owner of the date and time he proposes to examine the location of the work. The Bidder shall confine his examination to the specific areas designated for the proposed construction, including easements and public rights-of-way. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by his examination of the site.

PART II – BONDS AND INSURANCE

- A) A Certified or Cashier's Check payable to the City of Lawrenceville or a Bid Bond in the amount of five percent (5%) of the total bid must be submitted with the bid. Successful bidder will be required to furnish a payment and performance bond each in the amount of one hundred percent (100%) of the bid amount.
- B) Bonding Company must be listed in the Federal Registry of Companies Holding certificates of authority as acceptable sureties on Federal bonds and must be listed in the AM Best catalog with a listing of A-5 or higher. Bonding company must also be licensed to do business by the Georgia Insurance Department.

The successful bidder, shall obtain, maintain and furnish to the City certificates or insurance for the entire duration of the contract period. Insurance requirements starting on the next page.

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STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. The City of Lawrenceville should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
7. Certificate Holder should read:

City of Lawrenceville
70 S. Clayton St.
PO Box 2200
Lawrenceville, Georgia 30046
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European

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markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the City of Lawrenceville as to form and content has been filed with the City. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the City of Lawrenceville, the Mayor, City Council members, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds

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All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

PART III – CONTRACT AWARD AND EXECUTION

- A. Within ten (10) days from receipt of the Notice of Award from the City, the successful bidder is required to:
1. Return to the City's Purchasing Office contract documents executed by the authorized representative and attested by the corporate secretary of the bidder.
 2. Provide insurance certificates as specified in the bidding documents; and
 3. Provide a performance bond and a payment bond as specified in the bidding documents.

The City may extend this ten-day period at its discretion.

- B. The successful bidder's failure to execute the contract, provide a performance bond and a payment bond and furnish satisfactory proof of coverage of the insurance required within a ten-day period or any extension thereof may be just cause for annulment of the award and forfeiture of the bid guaranty to the City of Lawrenceville, not as a penalty but as liquidation of damages sustained. At the discretion of the City the award then may be made to the next lowest, responsible bidder, or the work may be re-advertised.
- C. Samples of the payment bond and performance bond are included in Sections 00610 and 00620, Bonds
- D. The contract documents, including the payment bond, performance bond, and insurance certificate, shall be executed and furnished to the City in duplicate.

END OF SECTION 00200

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STATEMENT OF EQUIPMENT

Show machinery and other equipment available to Contractor for prosecuting the Work included in Contract.
(To be filled in by Contractor and submitted with Bid.)

[illegible]

The above is a true statement of the equipment available to the undersigned Bidder for prosecuting the Work included in the Contract. Where it is shown that the equipment is not owned by the Bidder, arrangements have been made with the owners to furnish the equipment.

Signed: _____

Name: _____

Title: _____

END OF SECTION

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Failure to return this page as part of bid document may result in rejection of bid.

Bidder submits the following lump-sum/unit prices for the **Lawrenceville Lawn Pedestrian Improvements** identified in Bid Form as part of this Bid. Failure to utilize and return this form as a part of the bidding documents may result in rejection of bid.

BIDDING FORM

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	WARRANTIES & BONDS	1	LS		
2.	MOBILIZATION, SITE SAFETY	1	LS		
3.	TRAFFIC CONTROL	1	LS		
4.	GRADING COMPLETE	1	LS		
5.	HARDWOOD MULCH	15	CY		
6.	CONCRETE WASHOUT	1	EA		
7.	GRIND EXISTING ADA RAMP AND INSTALL TRUNCATED DOME	2	EA		
8.	3,500 psi CONC SIDEWALK AND PAVEMENT, 4 IN. EXPANSION JOINTS AND CONTRACTION JOINTS INCLUDED	3,600	SF		
9.	3,500 psi MODIFIED SIDEWALK (VARIOUS THICKNESS) SEE DETAIL. EXPANSION JOINTS AND CONTRACTION JOINTS INCLUDED	790	SF		
10.	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	25	LF		
11.	ADA CONCRETE RAMP WITH TRUNCATED DOME	6	EA		
12.	42 IN METAL SAFETY RAIL PAINTED IN BLACK	170	LF		
13.	THERMOPLASTIC STRIPING. CONTRACTOR TO VERIFY ON FIELD MEASUREMENTS. CONTRACTOR TO PERFORM HALF LOT AT THE TIME.	1	LS		
14.	SEAL COATING. CONTRACTOR TO VERIFY ON FIELD MEASUREMENTS. CONTRACTOR TO PERFORM HALF LOT AT THE TIME.	4,275	SY		

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15.	CRACK SEALING. CONTRACTOR TO VERIFY ON FIELD MEASUREMENTS. CONTRACTOR TO PERFORM HALF LOT AT THE TIME.	1	LS		
16.	SOD (AS NEEDED, PER ENGINEER DIRECTION)	1,500	SF		
17.	PAINTED REMOVABLE BOLLARDS. (LOCATION TO BE DEFINED ON-SITE), INCLUDE BASE INSTALLATION PER MANUFACTURER GUIDANCE. FOUR (4) WOULD BE INSTALLED NEAR LAWRENCEVILLE ARTS CENTER (125 N CLAYTON) – SEE DETAIL.	8	EA		
TOTAL					\$

Amounts are to be shown in numbers only. It is understood; that the estimated quantities in the Bid Proposal are approximate and are used only for comparison of bids, and are subject to increase or decrease as required to properly complete the Contract work. Low bidder shall be determined on the basis of the TOTAL BID PRICE. Furthermore, the Contractor shall be responsible for including all items required to perform the project as indicated on the plans and specifications and including all costs into the most appropriate unit prices, if not explicitly described in the Payment paragraph of each section.

NOTES

*Individuals, firms and businesses seeking an award of a City of Lawrenceville contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Purchasing Manager named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Council. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

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Failure to return this page as part of bid document may result in rejection of bid.

BIDDING FORM CONTINUED

(This Bid Form is part of the Bid Documents)

BID NUMBER: SB003-27

BID DATE: August 6, 2026

SUBMITTAL DATE: _____

BY: _____
(Bidder)

PROJECT DESCRIPTION: Lawrenceville Lawn Pedestrian Improvements.

THIS BID IS SUBMITTED TO: City of Lawrenceville, Georgia (hereinafter called Owner)

This bid is submitted to the City of Lawrenceville in accordance with the instructions, requirements, and forms included in the bidding documents, and the bidder agrees to complete all work for the bid price and substantially complete the work within **30 calendar days** from the written notice to proceed.

The bidder agrees if the bid is accepted by the City of Lawrenceville within ninety (90) days of the date of bid opening, the bidder shall within ten (10) days after receipt of notification of this acceptance execute a contract upon the terms, conditions, and prices set forth herein and in the form and manner required by the City of Lawrenceville. The bidder further accepts the terms and conditions contained in the bidding requirements for disposition of bid security.

In submitting this bid, bidder makes representations required by Instructions to Bidders and further warrants and represents:

- a. Bidder has examined Bid Document Package, including Advertisement for Bids and Instructions to Bidders, and following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

- b. Bidder has examined site and locality where the work is to be performed and legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting work cost, difficulty, progress, or performance and has made independent investigations as bidder deems necessary.
- c. Bidder has carefully studied reports and drawings indicating subsurface conditions and drawings depicting physical conditions as identified in General Conditions and accepts

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determination concerning technical data contained in reports and drawings on which bidder is entitled to rely.

- d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in "c." above) pertaining to subsurface or physical conditions at site or otherwise affecting cost, progress, performance, or furnishing work as bidder considers necessary for performing or furnishing work at contract price, within contract time, and in accordance with terms and conditions contained in bid document package, including specifically provisions stated in General Conditions and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by bidder.
- e. Bidder has reviewed and checked plans and data shown or indicated on bid document package with respect to existing underground facilities at or contiguous to site and assumes responsibility for accurately locating underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by bidder in order to perform and furnish work at contract price, within contract time, and in accordance with terms and conditions contained in bid document package, including specifically provisions stated in General Conditions.
- f. Bidder has correlated results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in bid document package.
- g. Bidder has given Owner written notice concerning conflicts, errors, or discrepancies discovered in bid document package and written resolution by Owner is acceptable to bidder.
- h. This bid is genuine and not made in interest of or for any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules produced by any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.
- i. The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.
- j. By submitting a bid to the City, contractor agrees that they are in compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the City at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.
- k. An affidavit of such compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be initiated by the City, signed by the contractor, and will become part of the contract.

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1. It is the policy of the City of Lawrenceville that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on City-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. 13-10-90(2) to verify information of all new employees.
- m. The Purchasing Manager shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Manager shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. 13-10-90(2), the City of Lawrenceville may direct the contractor to terminate that subcontractor. A contractor's failure to follow the City's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. 13-10-90(2) may be sanctioned by termination of the contract.

- n. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the City Council within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted within the time specified in the bid schedule.

Legal Business Name _____

Federal Tax ID _____

Address _____

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

BIDDER'S ACKNOWLEDGEMENT

The undersigned bidder acknowledges all requirements outlined in the above "Instructions to Bidders Package" and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

SIGNATURE: _____ DATE: _____
(President, Vice President or Corporate Officer)

PRINTED NAME: _____ TITLE: _____

EMAIL: _____

ATTESTED BY: _____ DATE: _____
(Secretary of Corporation)

PRINTED NAME: _____ TITLE: _____

EMAIL: _____

SEAL

(Corporate Seal Required if Bidder is a Corporation)

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO.: _____

Lawrenceville Lawn Pedestrian Improvements

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

City of Lawrenceville
(Name of Obligee)

70 S. Clayton Street, Lawrenceville, Georgia 30046
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Lawrenceville, Georgia, a proposal for furnishing materials, labor, and equipment for:

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Lawrenceville, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Lawrenceville, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Lawrenceville, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Lawrenceville, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 6-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

_____	_____
(Principal Secretary)	(Principal)
(SEAL)	By: _____

	(Address)

(Witness as to Principal)

(Address)

	(Surety)
ATTEST:	By: _____
	(Attorney-in-Fact)

_____ Resident or Nonresident Agent	_____
(SEAL)	(Address)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder:
2. Permanent main office address:
3. When organized:
4. If a Corporation, where incorporated:
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion. Attach copy of the contracts on hand).
7. General description of work performed by your company. Attach copy.
8. Have you ever failed to complete any work awarded to you? _____ If so, where and why _____.
9. Have you ever defaulted on a contract? _____ If so, where and why? _____.
10. List the most important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Attach copy.
11. Experience in construction work similar in importance to this project. Attach copy.
12. Background and experience of the principal members of your organization, including officers: Attach copy.
13. List any litigation the firm or any parent firm has been in or is currently involved in and state the status and/or outcome: _____

MINIMUM REQUIREMENTS

The bidder must:

- Maintain a permanent place of business.
- Have the appropriate technical experience and working knowledge, to perform the work.
- Have the right equipment and personnel to perform the work.
- Have suitable financial means to meet obligations incidental to the work.
- Show proof of no less than THREE Contracts of similar character to the work being bid for a public agency, each with an original contract price of no less than \$50,000.00 within the past five years.
- Have visited and examined the location of the work.
- Have Underground Utility Contractor's license & or Utility Manager license. (**A copy must be attached to the "Statement Of Builders Qualifications" sheet**)
- Enter into a binding contract with the City to perform the work.
- Sign the City's affidavit verifying compliance with O.C.G.A. 13-10-91 and Georgia Dept. of Labor Rule 300-10-1.02

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

Dated this _____ day of _____, 20__.

(Name of Bidder)

By: _____

Title: _____

State of _____

County of _____

_____ being duly sworn deposes and says that he or she is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this _____ day of _____, 20__.

(Notary Public)
My Commission Expires:

_____ (SEAL)
(Date)

END OF SECTION

FORM OF NON-COLLUSION AFFIDAVIT

BID DATE: August 6, 2026

STATE OF _____) SS.
COUNTY OF _____)

(Sole owner, partner, president, secretary, etc.)

(Affiant)

Subscribed and Sworn to before me this Day of 20

(Notary Public in and for)

(County)

My Commission expires _____, 20____

NON-COLLUSION AFFIDAVIT

CONTRACT

This **CONTRACT** made and entered into this _____ day of _____, 20____ by and between the City of Lawrenceville, Georgia, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia (Party of the First Part, hereinafter called the City), and _____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the Contractor has agreed, and by these presents does agree, with the City for the consideration herein mentioned to furnish all equipment, tools, material, skill, knowledge and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner the work required under the Contract Documents and under the provisions of the Performance Bond and Payment Bond. The term Contract Documents shall include: the Drawings and Specifications of the project, the Proposal made by the Contractor, the Advertisement, the Instructions to Bidder, the Bid Form, the General Conditions and this Contract. The work shall be performed in strict conformity with the Contract Documents and said Contract Documents shall all form essential parts of the Contract. The work covered by this Contract includes all work shown on the plans and specifications and listed in the conditions and specifications to wit:

Lawrenceville Lawn Pedestrian Improvements

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder **within 30 consecutive** calendar days from and after said date.

CITY and CONTRACTOR recognize that time is the essence of this Agreement. If the WORK is not substantially complete within the time specified (plus any extension of time allowed in the General Conditions), the CITY will suffer damage and loss that is difficult to calculate. The CITY and CONTRACTOR recognize and agree that the damage and loss that CITY will suffer if the WORK is not completed in a timely manner in accordance with the contract terms is difficult or impossible to accurately calculate. Therefore, CITY and CONTRACTOR agree that a reasonable amount to fully compensate CITY for damage and loss it would incur as a result of the failure of CONTRACTOR to complete the WORK in the time allowed by this Agreement shall be the sum of \$500.00 per day. The amount in this provision is an amount CITY and CONTRACTOR agree upon as a reasonable amount of damages to fully compensate the CITY for any damage or loss it would suffer from a delay in the timely completion of the WORK, and is intended to provide CITY with reasonable liquidated damages and is not intended as a penalty.

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

rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the City to the payment of such just claims.

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

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

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

(Signatures Next Page)

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

LAWRENCEVILLE, GEORGIA

By: _____
David R. Still, Mayor
City of Lawrenceville, Georgia

ATTEST:

Signature

Karen Pierce, City Clerk
City of Lawrenceville, Georgia

APPROVED AS TO FORM:

Signature
City of Lawrenceville Attorney

CONTRACTOR: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary

(Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

City of Lawrenceville
(Name of Obligee)

70 S. Clayton Street, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter referred to as Obligee are held and firmly bound unto said Obligee and all persons doing
work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the
Contract

referred to, in the penal sum of _____ Dollars(\$ _____) in lawful money
of the United States, for the payment of which sum will and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Lawrenceville Lawn Pedestrian Improvements

Performance Bond Page 2

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

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

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

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A.36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

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Performance Bond Page 3

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By: _____

(Address)

(Witness to Principal)

(Address)

(Surety)

ATTEST:

By: _____

(Attorney-in-Fact)

(Resident Agent)

(Address)

(SEAL)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

City of Lawrenceville

(Name of Obligee)

70 S. Clayton Street, Lawrenceville, Georgia 30046

(Address of Obligee)

hereinafter called the Obligee for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars(\$ _____)

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

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

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

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

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

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

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery, and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of

Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By: _____

(Address)

(Witness to Principal)

(Address)

(Surety)

ATTEST:

By: _____

(Attorney-in-Fact)

(Resident Agent)

(Address)

(SEAL)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____



LAWRENCEVILLE

GEORGIA

Solicitation Name & No. SB003-27 Lawrenceville Lawn Pedestrian Improvements

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Public Employer

Street Address

City/State/Zip Code

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

STATE OF GEORGIA
CITY OF LAWRENCEVILLE

**GENERAL CONDITIONS
FOR CITY OF LAWRENCEVILLE CONSTRUCTION CONTRACTS**

GC-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

GC-2 CONTRACT DOCUMENTS

This agreement consists of the City of Lawrenceville's request for proposals, instructions to bidders, Contractor's proposal, construction contract, Performance Bond, Payment Bond, general conditions, special provisions, specifications, plans, drawings, addenda, and written change orders.

GC-3 DEFINITIONS

The following terms as used in this agreement are defined as follows:

Change Order - a written order to the Contractor, prepared by the Engineer and issued by the City for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

City - Lawrenceville, Georgia, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia.

Day - a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Notice to Proceed - written communication issued by the City to the Contractor authorizing it to proceed with the work and establishing the date of commencement and completion of the work.

Substantial Completion - the date certified by the engineer when all or a part of the work, identified in the engineer's certification, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work - all of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

GC-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest additions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

GC-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the City, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the

engineer any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the engineer that have become a part of the contract documents appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency, or omission to the City, has properly stopped the effected work until instructed to proceed, and has otherwise followed the instructions of the engineer, the Contractor shall not be liable to the City for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work.

GC-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the City or engineer shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents.

GC-7 APPLICABLE LAW

All applicable State laws, City ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. All work performed within the right of way of the Georgia Department of Transportation shall be in accordance with DOT regulations, policies and procedures. The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees, as well as the engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

GC-8 PERMITS & LICENSES

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

GC-9 TAXES

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, city, 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 City at all reasonable times for inspection and copying.

GC-10 DELINQUENT CONTRACTORS

The City shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the City for taxes. The City shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the City to offset any taxes owed against said debt.

GC-11 LIEN WAIVERS

The Contractor shall furnish the City with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. In the event that such evidence is not furnished, the City may retain sufficient

sums necessary to meet all lawful claims of such laborers and materialmen. The City assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

GC-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be measured and certified by the Engineer.

GC-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due therefrom without the prior written consent of the City. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement.

GC-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

GC-15 INDEMNIFICATION

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

GC-16 SUPERVISION OF WORK

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the engineer. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

GC-17 RESPONSIBILITY FOR WORK

The Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the engineer, including inspections, tests or approvals required or performed pursuant to this agreement.

GC-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement. All areas within the

limits of the Project which are determined by the Engineer to be unnecessarily damaged, due either directly or indirectly to the process of construction, shall be responsibility of the Contractor to correct and repair. This is not a payment item and shall be done without additional compensation.

GC-19 PAYMENT FOR LABOR AND MATERIALS

Unless otherwise provided in this agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

GC-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The engineer may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the engineer to be incompetent.

GC-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours, except upon the engineer's prior written consent to other work hours.

GC-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions, which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the City relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The City assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

GC-23 RIGHT OF ENTRY

The City reserves the right to enter the site of the work by such agent as it may elect for the purpose of inspecting the work or installing such collateral work as the City may desire.

GC-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

(1) Upon personal delivery to the Contractor, its authorized representative, or the engineer on behalf of the City. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

(2) Three days after depositing in the United States mail a certified letter addressed to the Contractor, the City, or the engineer. For purposes of mailed notices, the City's mailing address shall be 70 S. Clayton St., P.O. Box 2200, Lawrenceville, Georgia 30046-2200. The Contractor's mailing address shall be the address stated in its proposal, and the engineer's mailing address shall be its address listed in the Notice to Begin Work.

GC-25 SAFETY

The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the Contractor shall erect and maintain, as required by existing conditions and the progress of the work, all reasonable safeguards for the safety and protection of persons in the vicinity of the project.

GC-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

GC-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. 46-3-30 through 46-3-40 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

GC-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. 34-1-1 and agrees to comply with said provisions.

GC-29 CLEAN-UP

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.

GC-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the City.

GC-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the engineer for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the City. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

GC-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the City or the engineer to commence and continue correction of such default or neglect with diligence and promptness, the City or the engineer may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, make good such deficiencies and complete all or any portion of any work through such means as the City may select, including the use of a new Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City on demand.

GC-33 NEW MATERIALS

The Contractor warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality,

free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

GC-34 CONTRACTOR'S WARRANTY

If within one year after the date of substantial completion and final acceptance of the work by the City, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City to do so. This obligation shall survive both final payment for the work and termination of the contract.

GC-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the City. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the City. All such warranties shall be directly enforceable by the City.

GC-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

GC-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the City, or the engineer, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the City or engineer to stop work shall not give rise to any duty on the part of the City or the engineer to execute this right for the benefit of the Contractor or for any other person or entity.

GC-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, or fails to supply sufficient properly skilled workers, materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the City may, after ten days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The City may finish the work by whatever methods the City deems expedient. In such case, 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 the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future City contracts.

GC-39 TERMINATION FOR CONVENIENCE

The City may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the City. Said termination shall be without prejudice to any right or

remedy of the City provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

GC-40 TERMINATION FOR CONVENIENCE - PAYMENT

In the event that the City terminates this agreement for the convenience of the City, the City shall only be liable to the Contractor for those costs reimbursable to the Contractor plus a mark-up of ten percent on the actual fully accounted cost recovered pursuant to this paragraph. In the event that it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. In the event of termination for the convenience of the City, the City shall pay the Contractor the following amounts determined by the engineer:

- A. An amount for supplies, services, or property accepted by the City for which payment has not previously been made. The price to be paid for these items shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price specified in this agreement appropriately adjusted for any saving of freight or other charges; and
- B. The total of:
 - (1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies or services previously paid;
 - (2) The costs of settling and paying claims arising pursuant to the termination of the work under said contracts or orders which are properly chargeable to the terminated portion of the contract (exclusive of the amounts paid or payable on account of completed items or equipment delivered or services furnished by a subcontractor or vendor prior to the effective date of the notice of termination, which amounts shall be included in the costs payable pursuant to (A); and
 - (3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable and necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this agreement.

GC-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

In the event of termination for the convenience of the City, the total sum to be paid to the Contractor shall not exceed the contract price as reduced by the amount of payments otherwise made, by the contract price for work not terminated, and as otherwise permitted by the contract. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the engineer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to another buyer.

GC-42 COST TO CURE

If the City terminates the whole or any part of the work pursuant to this agreement, then the City may procure upon such terms and in such manner as the engineer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such

similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

GC-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the City such reasonable attorney's fees as the City may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

GC-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the City, and except as otherwise directed by the engineer, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the City in the manner, at the times, and to the extent directed by the engineer, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the engineer, to the extent the engineer may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the City, in the manner, at the times, and to the extent, if any, directed by the engineer, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - (a) The fabricated or unfabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - (b) The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the engineer, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor pursuant to this agreement.

8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the engineer may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the City has or may acquire an interest.

GC-45 RECORDS

The Contractor shall preserve and make available to the City all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

GC-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the City may have against the Contractor, the amount determined by the engineer to be necessary to protect the City against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the City.

GC-47 REIMBURSEMENT OF THE CITY

In the event of termination, the Contractor shall refund to the City any amount paid by the City to the Contractor in excess of the costs reimbursable to the Contractor.

GC-48 TERMINATION FOR CONVENIENCE - DELAY

The Contractor shall be entitled to only those damages and that relief from termination by the City as specifically set forth in this agreement. The City or the engineer may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the City may determine to be appropriate for the convenience of the City. If the performance of the work is interrupted for an unreasonable period of time by an act of the City or engineer in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the engineer in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the engineer within ten days after the termination of such suspension, delay or interruption.

GC-49 COMMENCEMENT AND DURATION OF WORK

The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed by the City. The Contractor shall diligently prosecute the work to completion within the time specified therefore. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the specified time. The Contractor and City hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work.

GC-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

GC-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the City its agents or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

GC-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act of neglect of the City with the engineer.

GC-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the engineer that there was greater than normal inclement weather considering the full term of the contract using a ten-year average of accumulated mean values for climatological data compiled by the U.S. Department of Commerce for Atlanta, Georgia and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefor.

GC-54 NOTICE OF DELAY

The Contractor shall not receive an extension of time unless a notice of a claim is filed with the City and the engineer within ten days of the first instance of such delay, disruption, interference or hindrance and a written statement of the claim is filed with the engineer and the City within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim, which it may have for an extension of time pursuant to this agreement.

GC-55 NOTICE OF DELAY - CONTENTS

The notice of delay referenced in the preceding paragraph shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

GC-56 PROGRESS OF WORK

To the extent that the Contractor is entitled to additional compensation for delay, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time herein. If the work actually in place falls behind the currently updated and approved project network schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the engineer, take action at no additional cost to the City to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

GC-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the City or engineer that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the City shall have the right to furnish such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the City.

GC-58 SET-OFFS

Any monies due to the City pursuant to the acceleration provisions of this agreement may be deducted by the City against monies due from the City to the Contractor.

GC-59 ACCELERATION - REMEDIES

The remedies of the City concerning acceleration are in addition to and without prejudice to all of the rights and remedies of the City at law, in equity, or contained in this agreement.

GC-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

GC-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

GC-62 ENGINEER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the engineer unless the requirement therefor is waived in writing. The engineer may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

GC-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources, which are currently manufacturing such materials, except as otherwise specifically approved by the engineer.

GC-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

GC-65 PAYROLL REPORTS

The Contractor shall be required to furnish weekly payroll reports to the engineer certifying conformance with the wage rates listed in the specifications.

GC-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the engineer in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the engineer,

and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other employee in charge of the work shall be an authorized representative of the Contractor.

GC-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. Neither the Contractor nor any subcontractor shall award work to any subcontractor without the prior written consent of the City. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

GC-68 INSPECTION BY ENGINEERS

All work pursuant to this agreement shall be subject to inspection by the engineer for conformity with contract drawings and specifications. The Contractor shall give the engineer reasonable advance notice of operations requiring special inspection of a portion of the work.

GC-69 WORK COVERED PRIOR TO ENGINEER'S INSPECTION

In the event that work is covered or completed without the approval of the engineer, and such approval is required by the specifications or required in advance by the engineer, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

GC-70 ENGINEER'S AUTHORITY

The engineer shall have the authority to decide all questions concerning interpretation and fulfillment of contract requirements, including, without limitation, all questions concerning the prosecution, progress, quality and acceptability of the work. Any oral decision or instruction of the engineer shall be confirmed in writing. All communications between the City and the Contractor shall be made through the engineer. The Contractor shall submit to the engineer a complete schedule of values of various portions of the work, including quantities and unit prices, aggregating the contract price. The schedule shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule of values, when approved by the engineer, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the contract amount.

GC-71 PROGRESS ESTIMATES

The Contractor shall also prepare a written report for the engineer's approval, on City forms, of the total amount of value of work performed to the date of submission. No progress estimate or payment shall be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for suitably stored materials.

GC-72 PROGRESS PAYMENTS

Upon completion of each monthly estimate of work performed and materials furnished, the engineer shall recommend payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and all liquidated damages. The Contractor will be paid 100 percent of the cost of materials received and properly stored but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the City's title to such materials or equipment. No progress estimate or payment need

be made when, in the engineer's judgment, the increment in the estimated value of work performed and materials furnished since the preceding estimate is less than \$10,000.00.

GC-73 TIME OF PAYMENT

When the contractor has performed in accordance with the provisions of this Agreement, the City shall pay to the contractor, within 30 days of receipt by the City of any payment request based upon work completed or service provided pursuant to the contract and the sum so requested in this Agreement. In the event that the City fails to pay the contractor within 60 days of the City's receipt of a pay request based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of 1/2 percent per month or pro rata fraction thereof beginning the 61st day following the City's receipt of the pay request. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments. The provisions of this agreement are intended to supersede all provisions of the Georgia Prompt Pay Act as provided by law.

GC-74 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the City. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner.

GC-75 CITY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the City nor the engineer shall have any obligation to pay any subcontractor except as otherwise required by law.

GC-76 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the City's acceptance of work performed pursuant to this agreement.

GC-77 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

GC-78 JOINT PAYMENTS

The City reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

GC-79 RIGHT TO WITHHOLD PAYMENT

The engineer may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the City against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the City or any other contractor on the project.

GC-80 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of substantial completion, the engineer shall inspect the work and determine whether the work is substantially complete. If the work is substantially complete, the engineer shall issue a certificate of substantial completion of the work which shall establish

the date of substantial completion, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

GC-81 FINAL PAYMENT

Upon substantial completion of the work and upon application by the Contractor and approval by the engineer, the City shall make payment reflecting adjustments for the work as provided in this agreement.

GC-82 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project unless otherwise provided in the certificate of substantial completion.

GC-83 FINAL PAYMENT - WAIVER OF CLAIMS

The acceptance of the substantial completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at substantial completion. Following the engineer's issuance of the certificate of substantial completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the engineer a written notice that the work is ready for final inspection and acceptance and shall also forward to the engineer a final application for payment. When the engineer finds the work acceptable and determines that the contract has been fully performed, the engineer shall issue a certificate for payment which shall approve final payment to the Contractor.

GC-84 DOCUMENTATION OF COMPLETION OF WORK

The final payment shall become due until the Contractor submits the following documents to the engineer:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;
- B. The surety's consent to final payment; and
- C. Any other data reasonably required by the City or engineer establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the City or engineer, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the City all moneys that the City may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

GC-85 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Lawrenceville, Georgia and that the contract is to be performed in Lawrenceville, Georgia. Each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Gwinnett Superior Court.

GC-86 CHANGES AND EXTRA WORK

GC-86.1 AUTHORITY FOR CHANGES

The City may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Contract

C-86.2 CHANGE ORDERS

Without invalidating the Contract, the City may at any time or from time to time, by written order, order additions, deletions, or revisions in the Work related to the original scope of the Work. Change Orders will authorize these. Upon receipt of the Change Order, Contractor shall promptly proceed with the work involved. If any price or scope of the Work or an extension or shortening of the Contract Time is involved, an equitable adjustment will be made within the Change Order. In the event the Change Order increases the contract price, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Section GC-15. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Contract Documents.

GC-86.3 WRITTEN NOTICE

The City may, at the request of the Contractor, issue interpretations, clarifications and other instructions as to the intent of the Contract Documents, in the form of Written Notices. The City may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations, clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Contract Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Contract Price or Time, or both, he shall give the City notice in writing thereof within seven (7) days after receipt of the Written Notice. Thereafter within thirty (30) days, Contractor shall document the basis for the change in Contract Price or Time. The City shall render a timely, written decision on the Contractor's request for a change in Contract Price or Time. Should the City determine that the Contractor is not entitled to a change in Contract Time or Price, the Contractor shall proceed as directed upon receipt of the City's decision. Failure to proceed shall constitute a breach of Contract and shall be a cause for the termination of the Contract. Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Contract.

GC-86.4 EXTRA WORK

Extra work consists of new and unforeseen work determined by the City not to be covered by any of the various items for which there is a bid price or by combination of such items.

GC-86.5 VARIATION IN QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by City to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

GC-87 CHANGE ORDERS

GC-87.1 GENERAL

The Contract Price may only be changed by a Written Change Order. Each change will be set forth in a Change Order prepared by the City and approved by City. Change Orders will specify (a) all additional work to be done and work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted work; and (c) any adjustment of the time of completion of the Work. If the City determines that a change requiring additional work will cause delay in completion of Work, he will grant an equitable time extension for the changed work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of work set forth therein, furnishing all labor, material, and equipment necessary therefore, in the same manner as if such work were originally included in the Contract. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

GC-87.2 METHODS OF PAYMENT

The value of any work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by the following method which is most advantageous to City, as determined by the City:

- A. Where the work involved is covered by unit prices contained in Contract Documents, by application of unit prices to the quantities of the items involved.
- B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit.
- C. On the basis of the actual cost of the work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as force account work. Contractor's fee for force account work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted work shall be as defined hereinafter.

GC-87.3 LUMP SUM CHANGE ORDER WORK

Contractor shall prepare an estimate of all extra and deleted work as described by Written Notice, using established unit prices where they are stated in the Bidding Documents. Estimates for labor, bonds, insurance, materials, and equipment required shall otherwise be based on the provisions set forth hereinafter.

GC-87.4 CHANGE ORDERS LIMITED

Except as provided herein, no order, statement or conduct of the City or the Construction Program Manager shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Contract Price or Contract Time.

GC-87.5 NO WORK STOPPAGE

Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

GC-87.6 CONTRACT AMENDMENT

The amount payable to the Contractor under the Contract, the Contract Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Contract.

GC-88 FORCE ACCOUNT WORK

Force account work is an Owner-defined emergency, a sudden or unforeseen failure or malfunction of an existing system, which results in the Contractor being obligated to respond to the site of the emergency as Owner-directed. Contractor may perform work on a force account basis and will be paid for properly allocated charges which may include labor, bond premium, supplies and materials, equipment and subcontract billings, incurred in the performance of such force account work as more particularly described below:

A. Labor: All labor shall be billed at the hourly rates specified in the bid. Regular rates will apply during normal business hours, defined as Monday through Friday, 7a.m.–5p.m. Overtime rates will apply during non-normal business hours. If premium rates apply, then overtime rates shall be defined as Monday through Friday, 5p.m.–8p.m. Accordingly, premium rates, if applicable, shall be defined as Monday through Saturday, 8p.m.–7a.m., all hours on Sundays and all City recognized holidays. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the City. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the force account work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.

C. Materials: For materials accepted by the City and used as an integral part of the finished Work, Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If materials are procured by Contractor by a method which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials 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.

For other materials used in the construction which 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 City before such work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

D. Equipment: Contractor will be paid for the use of Contractor owned or rented equipment at seventy percent (70%) of the suggested monthly rental rates listed for such equipment in the Blue Book Rental Rates for Construction Equipment (published by Equipment Guide-Book Company of Palo Alto), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the force account work. Hourly rental rates shall be calculated by dividing the listed monthly rates as modified above by 176 hours. The rental rate for equipment used in excess of

eight (8) hours per day, shall be at the rate of fifty percent (50%) of the hourly rates as calculated above. The rental rates for standby equipment, when authorized by the City, shall be at the rate of fifty percent (50%) of the hourly rate for equipment in use eight (8) hours per day. No payment of rentals for standby equipment will be made for more than eight (8) hours per working day and no payment will be made for weekend days or holidays. If it is deemed necessary by 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 City for its use in establishment of such rental rate(s). Equipment must be in good operating condition. The rental rates paid as above provided shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance. Equipment operators will be paid for as stipulated herein.

The rental time to be paid for equipment on the Work site shall be the time the equipment is required for the force account work being performed. The time shall include the time required to move the equipment to the location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid if the equipment is used at the site of the force account work on other than such force account work. Loading and transporting costs will be allowed, in lieu of 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 force account work on other than such force account work. Compensation will not be allowed while equipment is inoperative due to breakdown.

For the use of equipment moved in on the work and used exclusively for work paid for on a force account basis, providing the City has agreed to said move, Contractor will be paid the equipment use rates provided for in this clause, for the cost 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 of transporting equipment shall not exceed the applicable minimum established rates by the State of Georgia Public Service commission.
2. The equipment use period shall begin at the time the equipment is unloaded at the site of the force account work, shall include each day that the equipment is at the site of the force account work, excluding Saturdays and Sundays and other legal holidays unless the force account work is performed on such days, and shall terminate at the end of the day on which the City instructs Contractor to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight (8) hours unless the equipment is in operation for a longer time.

E. Subcontract Work: Where the Change Order applies to work being performed under a subcontract, reimbursement, including the fee for small tools, overhead and profit for the subcontractor's work performed on a force account basis shall be computed in precisely the same manner as if performed by Contractor as indicated herein. One additional allowance of five percent (5%) 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 change order 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 City reserves the right to direct the Contractor to contract directly with third (or lower) level subcontractors and suppliers of purchased equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) subcontractors and suppliers of purchased equipment. If similar work is not being

performed at the Work site, and if required by City, Contractor shall obtain three (3) competitive bids for the requirements of the Change Order and the Contract Documents from Subcontractors acceptable to the City. Selection of the Subcontractor shall be subject to the approval of the City.

F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for work done on a force account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a force account basis.

G. Statements: No payment will be made for work performed on a force account basis until Contractor furnishes the City itemized statements of the cost of such force account work detailed as to the following:

1. Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman.
2. Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and equipment.
3. Materials - quantities of supplies and materials, prices, including transportation cost and extensions.
4. Bonds and insurance premiums.
5. Subcontract work - force account detail as above, or progress quantities and prices of unit price or lump sum subcontracts.
6. Payments for items under paragraphs (a) to (f) inclusive shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account 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 which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost.

H. If, in the City's opinion, Contractor or any of his subcontractors, in performing force account work, are not making efficient use of labor, material, or equipment and/or are proceeding in a manner which is expensive to the City, the City 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 City may independently determine the reasonable cost of the work and the Contractor will be entitled only to the reasonable cost so estimated by the City.

GC-89 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the City, at such time as the order is set forth in the form of

a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Clause GC-88, Change Orders.

GC-90 CHANGED CONDITIONS

Contractor shall notify the City in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed:

- A. Subsurface or latent physical conditions at the site of Work differing materially from those represented in this Contract; or
- B. Unknown physical conditions at the Site of the Work 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.

The City will promptly investigate conditions of which it is so notified or conditions discovered by it which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If the City determines that the conditions materially differ and that they will materially increase or decrease the costs of any portion of Work, it will issue a Change Order adjusting the compensation for such portion of Work.

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SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the City of Lawrenceville Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of this CONTRACT. All provisions of the General conditions that are not changed, amended, or supplemented, remain in full force.

- 1.01 Certificate for Payment Forms
- 1.02 Conflict of Interest
- 1.03 Protection of Lives and Property
- 1.04 Remedies
- 1.05 Gratuities
- 1.06 Audit and Access to Records
- 1.07 Small, Minority and Women's Businesses
- 1.08 Anti-Kickback
- 1.09 Violating Facilities
- 1.10 State Energy Policy
- 1.11 Equal Opportunity Requirements

1.01 CERTIFICATE FOR PAYMENT FORMS

- A. Section 00900, "Certificate for Payment", or similar form approved by the City of Lawrenceville shall be used when estimating monthly payments due to the CONTRACTOR.
- B. The OWNER may after consultation with the ENGINEER withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:
 - 1. Defective work not remedied.
 - 2. Claims filed.
 - 3. Failure of CONTRACTOR to make payments properly to subcontractors or suppliers.
 - 4. A reasonable doubt that the WORK can be completed for the balance then unpaid.
 - 5. Damage to another CONTRACTOR.
 - 6. Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.
- C. Where WORK on unit price items is substantially complete but lacks testing, clean up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, clean-up and/or corrections.
- D. When the items in B and C are cured, payment shall be made for amounts withheld because of them.

- E. Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the CONTRACTOR.

1.02 CONFLICT OF INTEREST

- A. Unacceptable bidders. An ENGINEER or ARCHITECT (individual or firm including persons they employ) who has prepared plans and specifications will not be considered an acceptable bidder. Any firm or corporation in which such ENGINEER or ARCHITECT (including persons they employ) is an officer, employee, or holds or controls a substantial interest will not be considered an acceptable bidder. Contracts or purchases by the CONTRACTOR shall not be awarded or made to a supplier or manufacturer. Bids will not be awarded to firms or corporations who are owned or controlled wholly or in part by a member of the governing body of the OWNER or to an individual who is such a member.
- B. The OWNER'S officers, employees, or agents shall not engage in the award or administration of this CONTRACT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of their immediate family; (c) their partner or (d) an organization which employs, or is about to employ, any of the above has financial or interest in the CONTRACTOR. The OWNER'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or subcontractor.

1.03 PROTECTION OF LIVES AND PROPERTY

- A. In order to protect the lives and health of its employees under the CONTRACT, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.
- B. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage that may result from their failure or their improper construction, maintenance or operation.

1.04 REMEDIES

Unless otherwise provided in this CONTRACT, all claims, counterclaims, disputes, and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this CONTRACT or the breach thereof will be heard in the Superior Court of Gwinnett County, Georgia. All parties hereby waive any defenses of lack of personal or subject matter jurisdiction or lack of venue in the Superior Court of Gwinnett County and agree to have all disputes heard in the Superior Court of Gwinnett County.

1.05 GRATUITIES

- A. If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR'S agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, agent of the OWNER, the State, or Gwinnett County officials in an attempt to secure this CONTRACT or favorable treatment in awarding, amending, or making any determinations related to the performance of this CONTRACT, the OWNER may, by written notice to the CONTRACTOR, terminate this CONTRACT. The OWNER may also pursue other rights and remedies that the law or this

CONTRACT provides. However, the existence of the facts on which the OWNER bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this CONTRACT.

- B. In the event this CONTRACT is terminated as provided in paragraph A the OWNER may pursue same remedies against the CONTRACTOR as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

1.06 AUDIT AND ACCESS TO RECORDS

For all negotiated contracts (except those of \$10,000 or less), the City of Lawrenceville, the Comptroller General, the OWNER or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR, which are pertinent to the CONTRACT, for the purpose of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.

1.07 SMALL, MINORITY AND WOMEN'S BUSINESSES

If the CONTRACTOR intends to let any subcontracts for a portion of the work, the CONTRACTOR shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of (1) including qualified small minority, and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) CONTRACTORS are encouraged to procure goods and services from labor surplus area firms.

1.08 ANTI-KICKBACK

The CONTRACTOR shall comply with the Copeland Anti-kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The OWNER shall report all suspected or reported violations to FmHA.

1.09 VIOLATING FACILITIES.

CONTRACTOR shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Water Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15 which prohibit the awarding of non-exempt federal contracts, grants, or loans to facilities included on EPA's list of violating facilities, The CONTRACTOR will report violations to the EPA.

1.10 STATE ENERGY POLICY

The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in the State Energy Conservation Plan, shall be utilized.

1.11 EQUAL OPPORTUNITY REQUIREMENTS

For all contracts, the CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

END OF SECTION

SECTION 00805

SPECIAL ASSURANCES
FOR UTILITY CONTRACT WORK
WITHIN PUBLIC RIGHT-OF-WAY

All work under this contract, which is to be performed on property under control and permit of the City of Lawrenceville shall be done in compliance with the terms and conditions of the City of Lawrenceville Right of Way permit, including its utility installation standards and specifications. The City of Lawrenceville shall have the right to inspect the work and to require any action necessary to correct all deviations from said terms and conditions.

Contractor agrees that the City of Lawrenceville shall not be held liable for any extra expenses or damages to the contractor as a result of the requirement for compliance with the City of Lawrenceville standards and specifications or any corrective action which the City of Lawrenceville may order in enforcement thereof.

Company

Contractor's Authorized Representative

Printed Name

Title

Date

END OF SECTION

PARTIAL PAYMENT ESTIMATE		Contract No. _____
		Partial Payment Estimate No. _____
		Page 1
OWNER: CITY OF LAWRENCEVILLE, GA	CONTRACTOR:	PERIOD OF ESTIMATE FROM _____ TO _____

CONTRACT CHANGE ORDER SUMMARY				ESTIMATE
No.	CITY Approval Date	Additions	Deductions	
1				1. Original Contract 2. Change Orders 3. Revised Contract (1+2) 4. Work Completed* 5. Stored Materials * 6. Subtotal (4+5) 7. Retainage 8. Previous Payments
Totals				9. Amount Due (6-7-8) _____
Net Charge				* Detailed breakdown attached

CONTRACT TIME		
Original (days) _____	On Schedule	Starting Date _____
Revised _____	_____ yes	Projected Completion _____
Remaining _____	_____ no	

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief that work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and the current payment shown herein is now due.

Contractor _____

Name _____

By _____

Date _____

CERTIFIED AND APPROVED BY CITY OF LAWRENCEVILLE:

Name _____

By _____

Date _____

END OF SECTION

TYPICAL UNIT PRICE BREAKDOWN

CONTRACT (REVISED)					THIS PERIOD		TOTAL TO DATE		
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	% COM- PLETE
	TOTALS								

TYPICAL LUMP SUM PRICE BREAKDOWN

TYPICAL STORED MATERIAL AND RETAINAGE BREAKDOWN

WORK COMPLETED						MATERIALS STORED AT END OF THIS PAYMENT PERIOD			
ITEM	DESCRIPTION	SCHEDULED VALUE	THIS PERIOD	TO DATE	% COM- PLETE	DESCRIPTION	QUANTITY	UNIT VALUE	AMOUNT
								\$	\$
							THIS ESTIMATE \$	PERCENT %	RETAINED
						WORK COMPLETED:			
						STORED MATERIALS:			
						OTHER (explain)			
	TOTALS					TOTAL			

END OF SECTION

PAY REQUEST FORM
00901-1

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 DESCRIPTION

The work to be performed by the General Contractor consist of but is not limited to the following major items:

- **TRAFFIC CONTROL** for both vehicular and pedestrians following the latest MUTCD and GDOT standards.
- **EROSION CONTROL** BMP's including mulch, temporary grassing, silt fence, and sodding.
- **SITE WORK** including clearing & grubbing, remove and replace existing signs, grading and excavation.
- **CONCRETE PAVING** including construct concrete curb & gutter, construct 5.00' sidewalk and ADA ramps.
- **THERMOPLASTIC STRIPING.**
- **HANDRAIL.**
- Site clearing.
- The equipment and materials to be furnished by the Contractor will be installed at the locations shown on the Drawings and as described in the respective section of these specifications.
- All work shall comply with all Federal, State, and local requirements and specifications.
- The latest GDOT Standard Specifications for Road and Bridge Construction of the Georgia Department of Transportation, shall govern the construction of this project.

1.02 EQUIPMENT LOCATION

The equipment and materials to be furnished by the Contractor will be installed at save locations shown on the Drawings and or as determined by the contractor and approved by the Engineer.

1.03 QUANTITIES

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

1.04 UTILITIES

- Utility coordination shall be included in the project schedule and is the explicit responsibility of the contractor to assure that the project schedule includes the necessary relocations. The contractor will not be paid additionally for this coordination. The contractor should seek assistance from all utility companies to locate and protect their facilities.

- Utility locations are shown to the best knowledge of the engineer. Contractor is solely responsible for field verification of all utilities and will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information.
- Disconnect and seal off abandoned utilities and utilities to be removed prior to start of construction/demolition.
- Utilities shall be disconnected below existing grade at the property line or contract limits by the applicable utility owner. All costs for this work shall be borne by the contractor.
- Contractor to notify utility protection agency 72 hours prior to start of work. (**Phone: 811**)

1.05 LANDSCAPING

- Landscaping is a high priority. Proper protection of existing landscaping, fences, property corners and/or GDOT concrete right-of-way monuments shall be provided. Where damage occurs, replacement to existing condition is required. All landscaping replacement is subject to approval from the City of Lawrenceville and the Engineer. Contractor shall clearly mark and maintain property corner monuments and benchmark and will be responsible for the cost of replacing them if disturbed or destroyed.
- All buffers and tree save areas shall be clearly identified with flagging and/or fencing **prior** to commencement of any land disturbance activities.

1.06 OTHER

- All work performed on City or County right-of-way shall be in strict conformance with applicable City or Gwinnett County standards and specifications.
- Construction entrance, silt fences and any other required erosion control device shall be in place **prior** to clearing, construction or & demolition operations.
- All structures to be demolished shall be completely removed above and below grade. Abandoned service lines to the structures shall also be removed.

1.07 UTILITY PROVIDERS

AT&T

David Feeney df5867@att.com

CHARTER TELECOM TELECOMMUNICATION

Jimmy Price jimmy.price@charter.com

VERIZON BUSINESS TELECOMMUNICATION

Ash Belavadi ash.belavadi@verizon.com

POWER – Georgia Power

Henry Goodman HTGoodwi@southernco.com

WATER/SEWER - GWINNETT COUNTY PUBLIC UTILITIES

Charles Jackson Charles.Jackson2@gwinnettcountry.com

GAS - CITY OF LAWRENCEVILLE

Blake McClellan Blake.McClellan@lawrencevillega.org 770-963-3332

TRAFFIC – GWINNETT COUNTY PUBLIC UTILITIES

Taylor Cohen Taylor.Cohen@gwinnettcountry.com

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

- A. The Bid Proposal lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid Proposal.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. All costs thereof, including Contractor's overhead costs and profit, shall be considered and included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all materials, labor, equipment, tools and incidental items which are necessary for performing all operations required to complete the Work satisfactorily, in place, as specified and as indicated on the Drawings.

1.02 DESCRIPTIONS

- A. Measurement of an item of work will be by the unit indicated in the Bid and shall be measured and certified by a City of Lawrenceville representative.
- B. Payment will include all necessary and incidental related work not specifically described in the Work units listed in the bid.
- C. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the Work. The costs for all such items required should be included in the price bid for item of which it is a part.
- D. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all materials, labor, equipment, tools and incidental items and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.

1.03 CASH ALLOWANCES

- A. General
 - 1. No cash allowances will be included in this contract. The Contractor shall include in the Bid Proposal any testing or professional services required in the Contract Documents. The Contractor's handling costs, labor, overhead, profit and any other expenses shall be included in the items to which they pertain.

2. No payment will be made for additional retesting required because of failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition. The Contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting any compaction and density tests.
3. No additional payment shall be provided for services, which fail to verify required results.

B. Documentation

1. Submit copies of any test results to the owner directly from the firm providing the services.
2. Submit test results within forty-eight (48) hours after finishing the testing to the owner so data can be verified according to required results.

END OF SECTION

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SCOPE

The work under this Section includes preparation and submittal of a schedule of values of items that are not unit prices in the Bid Proposal.

1.02 GENERAL

- A. Timing of Submittal: Submit to the Owner, a schedule of values allocated to the various portions of the Work, within three business days after Notice to Proceed. The Contractor shall not start any work until the Owner has approved the schedule of values. The Owner has two business days to approve the Contractor' schedule of values.
- B. Supporting Data: The contractor shall submit the supporting data, which will substantiate the correctness of the schedule of values.
- C. Use of Schedule of Values: The schedule of values shall be used only as a basis of the Contractor's Certificate of Payment.

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Form and Identification

- 1. Type schedule of values on 8-1/2" x 11" (inch) white paper
- 2. Contractor's standard forms and automated printout may be used
- 3. Identify schedule with:
 - a. Title of project and location
 - b. Name and address of Contractor
 - d. Contract designation
 - e. Date of submission

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction. Breakdown shall be by structure, then by specification section, for ease of field verification of quantities completed in each structure.

C. Format

- 1. Follow the Table of Contents of the Contract Documents as the format for listing the component items.

2. Identify each item with the number and title of the respective major section of the Specifications.
- D. For each major line-item list sub-values of major products or operations under the item.
- E. For the Various Portions of the Work:
1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials delivered and unloaded, with taxes paid.
 - b. The total installed value, including Contractor's overhead and profit, less item a. above.
- F. The sum of all values listed in the schedule shall equal the Bid Total.

END OF SECTION

SECTION 01027

TESTING

PART 1 **GENERAL**

1.01 **SCOPE**

The Work under this Section includes all of the testing needed for the entire project.

1.02 **GENERAL**

- A. The Contractor will submit with his project schedule to the ENGINEER a testing schedule and testing agency to be used for the entire project. The Owner will select one laboratory for the testing.
- B. **The Contractor will pay for all of the testing.** All testing costs shall be included with each bid item in the Bid Proposal.
- C. Contractor shall provide all of the material required by the Owner to perform all of the testing according to schedule. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials and approved by **GDOT**, except as otherwise specifically approved by the Engineer.
- D. The testing agency shall provide a copy of the testing results to the Owner within forty eight (48) hours after finishing the testing.
- E. The Contractor shall pay for any re-testing required by the Owner as a result of failed testing and any direct or indirect cost associated with the re-testing.
- F. Contractor shall be responsible for replacing any item because of failed testing data. The Contractor will not receive any additional compensation as a result of replacing the item in question.
- G. The Owner may hire its own laboratory to perform any test at its own expense.

PART 2 **MANUFACTURER'S QUALIFICATIONS**

2.1 **NEW MATERIAL**

The source of supply for each material used for this project shall be subject to approval by the Engineer before delivery by the Contractor.

2.2 **INSPECTION AND TESTING**

- A. Representative samples of materials intended for incorporation in the work shall be submitted for examination when so specified or requested by the Project Engineer.

- B. All materials to be used in the work shall be sampled, inspected, and tested in accordance with current ASTM specifications (**NOTE: HDPE pipes that does not meet ASHTO M-294 & MP7 Type S & D, ASTM F2648 specifications shall NOT be accepted**)
- C. Connections shall use a rubber gasket, which conforms to ASTM F-477, and/or with section 550 **GDOT** latest standard specifications roads and bridges.
- D. The performance or cost of all testing is incidental to the work and shall be done at no cost to the City.
- E. All materials not conforming to the requirements of these Specifications shall be considered as defective and rejected for use and shall be removed from the site of the work.

PART 3 **NOT USED**

PART 4 **PAYMENT**

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01046

CONSTRUCTION SEQUENCING

PART 1 **GENERAL**

1.01 **SCOPE**

The Contractor shall provide a detailed schedule coordinating all work to be done on the project. Schedule will detail the work to be done, sequencing, contractor and all subcontractor work including all time frames for the completion of each task. The detailed schedule must be generated and submitted to the Engineer for review prior to beginning any construction activities. This section includes all the work and materials required to construct/build as per the drawings and finish the project that are not included in the Bid Proposal.

PART 2 **NOT USED**

PART 3 **NOT USED**

PART 4 **PAYMENT**

The Contractor shall **NOT** be paid any additional money for the work under this section.

END OF SECTION

SECTION 01055

CONSTRUCTION STAKING

PART 1 **GENERAL**

1.01 SCOPE

- A. Construction staking shall include all of the surveying work required to layout the Work and control the location of the finished construction. The full responsibility for holding to alignment and grade shall rest upon the Contractor. All work under this Contract shall be performed in accordance with the lines and grades on the Drawings or as given by the Engineer or Owner.
- B. The Contractor shall be responsible for setting benchmarks, offsets, locate the R/W and any other surveying required for the Work.
- C. The Contractor shall bare the cost of establishing the benchmarks if disturbed and shall assume the entire expenses of rectifying work improperly constructed due to failure to maintain and protect the benchmarks.

1.02 QUALITY ASSURANCE

- A. The Contractor shall furnish documentation prepared by a surveyor currently registered in the State of Georgia confirming that staking is being done to the lines and grades as shown in the Contract Documents. This requires that the Contractor hire, at the Contractor's own expense, a currently registered surveyor, acceptable to the Owner, to provide ongoing confirmation of construction staking.
- B. Any deviations from the Drawings shall be confirmed by the Engineer prior to construction.
- C. Quantities for payments measured under this Contract shall be certified by a Georgia Registered Surveyor.

1.03 JOB CONDITIONS

An as-built and topographic survey is required in this contract. This data shall be provided in digital format with an extension DXF or DWG prior to final payment.

1.04 EQUIPMENT

The Contractor shall furnish and use surveying equipment and supplies maintained in good working order.

PART 2 **NOT USED**

PART 3 **NOT USED**

PART 4 PAYMENT

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01060

REGULATION REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, and for complying with any applicable federal, state, county, and municipal laws, codes and regulations, in connection with the execution of the Work. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. Any license required by the City of Lawrenceville will be issued at no cost to the Contractor.
- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others. The Contractor shall keep in his office ready for immediate use, all articles necessary for giving first aid to the injured. He shall also have standing arrangements for the immediate removal and hospital treatment of any employee who may be injured during performance of the Work.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of construction thereof which may heretofore have been accepted.

PART 2 NOT USED

PART 3 NOT USED

PART 4 PAYMENT

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01091

CODES AND STANDARDS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of Advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

1.02 STANDARD ORGANIZATIONS

A. Piping and Valves

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
	Uni-Bell PVC Pipe Association

B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute

ASTM American Society for Testing and Materials

C. Painting and Surface Preparation

NACE National Association of Corrosion Engineers
SSPC Steel Structures Painting Council

D. Electrical and Instrumentation

AEIC Association of Edison Illuminating Companies
AIEE American Institute of Electrical Engineers
EIA Electronic Industries Association
ICEA Insulated Cable Engineers Association
IEEE Institute of Electrical and Electronic Engineers
IES Illuminating Engineering Society
IPC Institute of Printed Circuits
IPCEA Insulated Power Cable Engineers Association
ISA Instrument Society of America
NEC National Electric Code
NEMA National Electrical Manufacturers Association
NFPA National Fire Protection Association
TIA Telecommunications Industries Association
UL Underwriter's Laboratories
VRCI Variable Resistive Components Institute

E. Aluminum

AA Aluminum Association
AAM American Architectural Manufacturers Association

F. Steel and Concrete

ACI American Concrete Institute
AISC American Institute of Steel Construction, Inc.
AISI American Iron and Steel Institute
CRSI Concrete Reinforcing Steel Institute
NRMA National Ready-Mix Association
PCA Portland Cement Association
PCI Prestressed Concrete Institute

G. Welding

ASME American Society of Mechanical Engineers
AWS American Welding Society

H. Government and Technical Organizations

AIA American Institute of Architects
ADA Americans with Disabilities Act of 1990
APHA American Public Health Association
APWA American Public Works Association

ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
NFPA	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association

NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single-Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code
J. Roadways	
AREA	American Railway Engineering Association
DOT	Department of Transportation
SSCTS	Standard Specifications Construction of Transportation Systems, Georgia Department of Transportation
K. Plumbing	
AGA	American Gas Association
NSF	National Sanitation Foundation
PDI	Plumbing Drainage Institute
SPC	SBCC Standard Plumbing Code
L. Refrigeration, Heating, and Air Conditioning	
AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
TEMA	Tubular Exchangers Manufacturers Association
M. Equipment	
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AGMA	American Gear Manufacturers Association
ALI	Automotive Lift Institute
CEMA	Conveyor Equipment Manufacturers Association
CMAA	Crane Manufacturers Association of America
DEMA	Diesel Engine Manufacturers Association
MMA	Monorail Manufacturers Association
OPEI	Outdoor Power Equipment Institute, Inc.
PTI	Power Tool Institute, Inc.

RIA	Robotic Industries Association
SAMA	Scientific Apparatus Makers Association

1.03 SYMBOLS

Symbols and material legends shall be as scheduled on the Contract Drawings.

PART 2 NOT USED

PART 3 NOT USED

PART 4 PAYMENT

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall NOT receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 **GENERAL**

1.01 **SCOPE**

The work under this Section includes preparation and submittal of a project-meeting schedule between the Project Engineer and the Contractor.

1.02 **GENERAL**

- A. Timing of Submittal: Submit to the Project Engineer a project-meeting schedule, between the Owner and the Contractor, within three days after the Notice to Proceed.
- B. The Owner requires one meeting per month within the first week of the month.

1.03 **MEETING LOCATION**

- A. The meeting shall be at the City of Lawrenceville - Engineer's office.
- B. The Contractor shall prepare an agenda for the meeting and submit it to the Owner five (5) days before the meeting for approval.

PART 2 **NOT USED**

PART 3 **NOT USED**

PART 4 **PAYMENT**

Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01320

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 CONSTRUCTION PHOTOGRAPHS

- A. Prior to the beginning of any work, the Contractor shall take project photographs of the work area to record existing conditions. All photographs shall be digital. A hard copy and a digital copy shall be provided to the owner two (2) days before beginning the work.
- B. All conditions that might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.
- C. A minimum of four photographs shall be taken every working day to record the general progress of the Project. Photographs shall be representative of the primary work being performed at that time. A hard copy and a digital copy shall be submitted to the owner with every pay request.
- D. Following completion of the project another series of photographs shall be submitted showing the same areas and features shown in the pre-construction photographs.
- E. All digital photographs will become property of the Owner and none of the photographs herein shall be published without express permission of the Owner.

1.02 SUBMITTALS

- A. Construction photographs shall be submitted to the Owner with each monthly Certificate for Payment (Pay Request).
- B. Submit a CD with all the digital photographs.
- C. Failure to provide the digital photographs may be cause for rejection of the Certificate for Payment.

PART 2 NOT USED

PART 3 NOT USED

PART 4 PAYMENT

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.01 SCOPE

- A. The work under this Section includes submittal to the owner of shop drawings, product data and samples required by the various sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each section.
- C. Definitions: Submittals are categorized as follows:

1. Shop Drawings

- a. Shop Drawings shall include all design drawings, technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
- b. Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawing copies without appropriate final "Action" markings by the Engineer to be used in connection with the Work.
- c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, specification section and station as shown on the Contract Drawings.
- d. Minimum assembly drawings sheet size shall be 11" x 17" (six copies).
- e. Minimum detail sheet size shall be 8-1/2" x 11" (six copies).
- f. Minimum Scale:
 - (1) Assembly Drawings Sheet, Scale: 1-inch = 30 feet.
 - (2) Detail Sheet, Scale: 1/4-inch = 1 foot.
- g. All Shop Drawings shall be submitted in digital format with extension DXF.

2. Product Data

- a. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.
 - b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.
3. Samples
- a. Samples include both fabricated and unfabricated physical examples of materials, products and units of work, both as complete units and as smaller units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
 - b. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three (3) units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where the owner's selection is required. Prepare samples to match the Engineer's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and kind by the Engineer. Engineer will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.
4. Miscellaneous submittals related directly to the Work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work but not processed as shop drawings, product data or samples.

1.02 SPECIFIC CATEGORY REQUIREMENTS

A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal.

- 1. Submittals shall contain:
 - a. The date of submittal and the dates of any previous submittals.
 - b. The Project title.
 - c. Numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.
 - d. The Names of: (1) Contractor, (2) Supplier, (3) Manufacturer

- e. Identification of the product, with the Specification section number, permanent equipment tag numbers and applicable Drawing No.
- f. Field dimensions, clearly identified as such.
- g. Relation to adjacent or critical features of the Work or materials.
- h. Applicable standards, such as ASTM or Federal Specification numbers.
- i. Notification to the Engineer in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents.
- j. Identification of revisions on re-submittals.
- k. An 8" x 3" blank space for Contractor and Engineer stamps.
- l. Contractor's stamp, initialed or signed, certifying the review of the submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.
- m. Submittal sheets or drawings showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

1.03 ROUTING OF SUBMITTALS

A. Submittals and routine correspondence shall be routed as follows:

- 1. Supplier to Contractor (through representative if applicable)
- 2. Contractor to Engineer
- 3. Engineer to Contractor and Owner
- 4. Contractor to Supplier

1.04 ADDRESS FOR COMMUNICATIONS

Nick Andryusky
Keck & Wood
30090 Premiere Pkwy Suite 200, Duluth, GA 30097
Phone: 678-417-4000

PART 2 PRODUCTS

2.01 SHOP DRAWINGS

- A. Unless otherwise specifically directed by the Engineer, draw to scale all shop drawings to illustrate all pertinent features of the item and its method of connection to the work.
- B. Submit all shop assembly drawings, 11" x 17" inches or larger, and seven copies.
- C. Submit all shop drawings, 11" x 17"-inches or larger, and seven copies.
- D. One reproducible for all submittals larger than 11 x 17-inches and no more than three prints of other submittals will be returned to the Contractor.

2.02 MANUFACTURER'S LITERATURE

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the owner's review.
- B. Submit the number of copies which are required to be returned (not to exceed three) plus three copies which will be retained by the owner.

2.03 SAMPLES

- A. Samples shall illustrate materials, equipment or workmanship and established standards by which completed work is judged.
- B. Unless otherwise specifically directed by the Engineer, all samples shall be of the precise article proposed to be furnished.
- C. Submit all samples in the quantity which is required to be returned plus one sample which will be retained by the owner.

2.04 COLORS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, wherever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the Engineer for review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

PART 3 EXECUTION

3.01 CONTRACTOR'S COORDINATION OF SUBMITTALS

- A. Prior to submittal for the owner's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:

1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
 2. Coordinate, as required, with all trades and all public agencies involved.
 3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.
- B. Each and every copy of the shop drawings and data shall bear the Contractor's stamp showing that they have been checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement.
- C. The Owner may backcharge the Contractor for costs associated with having to review particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.
- D. Grouping of Submittals
1. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items.
 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one (1) submittal to the owner along with Contractor's comments as to compliance, noncompliance or features requiring special attention.
- E. Schedule of Submittals: Within ten (10) days of the Notice to Proceed and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be the Contractor's responsibility and some time allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

3.02 TIMING OF SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for the owner's review following the receipt of the submittal.

REVIEWED SHOP DRAWINGS**A. Engineer Review**

1. Allow a minimum of thirty (30) days for the owner's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two (2) weeks for reprocessing each submittal. Advise the Engineer on each submittal as to whether processing time is critical to progress of the Work, and therefore the Work would be expedited if processing time could be foreshortened.
 2. Acceptable submittals will be marked "No Exceptions Taken". A minimum of three (3) copies will be retained by the Engineer for Engineer's and the Owner's use and the remaining copies will be returned to the Contractor.
 3. Submittals requiring minor corrections before acceptance of the product will be marked "Make Corrections Noted". The Contractor may order, fabricate and ship the items included in the submittals, provided the indicated corrections are made. Drawings must be resubmitted for review and marked "No Exceptions Taken" prior to installation or use of products.
 4. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
 5. The "Rejected - See Remarks" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
 6. Only two (2) copies of items marked "Amend and Resubmit" and "Rejected - See Remarks" will be reviewed and marked. One (1) copy will be retained by the Engineer and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.
- B.** No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain, at the job site, a complete set of shop drawings bearing the Engineer's stamp.
- C.** Substitutions: In the event the Contractor obtains the Engineer's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D.** Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the

Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

3.04 RESUBMISSION REQUIREMENTS

A. Shop Drawings

1. Revise initial drawings as required and re-submit as specified for initial submittal, with the resubmittal number shown.
2. Indicate on drawings all changes which have been made other than those requested by the Engineer.

B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.

PART 4 PAYMENT

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01540

JOB SITE FACILITIES AND SECURITY

PART 1 GENERAL

1.01 FACILITIES

- A. The Contractor shall provide adequate facilities to store materials including portable restrooms. The Contractor will be allowed the use of as much of the site designated as is necessary for his operations however, he must provide a place to store material as necessary.

1.02 BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect all necessary barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.
- B. The Contractor will be held responsible for all damage to the Work due to failure of barricades, signs and lights and whenever evidence is found of such damage; the Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Owner has accepted the Project. The cost for the work executed under this section shall be part of the traffic control item of the Bid Proposal.

PART 2 NOT USED

PART 3 NOT USED

PART 4 PAYMENT

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01570

TRAFFIC CONTROL

PART 1 **GENERAL**

1.01 **TRAFFIC CONTROL PLAN**

- A. During construction, the work shall be planned and prosecuted so that it can be performed with the least interference to all vehicular and pedestrian traffic. The Contractor shall submit to the Engineer if required within ten (10) days after award of contract, his Traffic Control Plan, which describes in detail the Contractor's procedures to control traffic during construction and to maintain coordination with the State Department of Transportation, the City of Lawrenceville Engineering Department/ Public Utilities, the City of Lawrenceville Police Department and the Gwinnett County Fire Department. The Contractor shall not start work until this plan has been submitted to the Owner."

1.02 **TRAFFIC CONTROL MEASURES**

- A. The Contractor shall be held responsible and accountable for the coordinating and scheduling of all construction work within the right-of-way.
- B. The Contractor shall make satisfactory arrangements to detour traffic around the area where work is in progress with minimum inconvenience placed on the traveling public. The Contractor shall provide suitable flagmen, watchmen, safety devices and other services and facilities as may be required by the Owner.
- C. All traffic control devices shall be made and erected in accordance with the details defined on the Georgia DOT Standard Specifications.
- D. Traffic Control shall be handled per the Georgia Department of Transportation (GDOT) Specifications. The Contractor shall also comply with the Manual on Uniform Traffic Control Devices for Streets and Highways as published by the U.S. Department of Transportation Federal Highway Administration, 1985 Edition of Work Zone Traffic Control and any current update thereof.
- E. For this contract, all flaggers must have received training and certificate upon completion of the training, from GDOT approved training program. All cost for providing certified flaggers will be borne by the Contractor and included in the overall price bid for the project. Failure to provide certified flaggers as required above shall be reason for the OWNER suspending work involving the flagger(s) and withholding all payments due until the Contractor provides certified flaggers.

PART 2 **NOT USED**

PART 3 **NOT USED**

PART 4 PAYMENT

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation/payment for the work executed under this section.

END OF SECTION

SECTION 01611

STORAGE AND PROTECTION

PART 1 GENERAL

1.01 SCOPE

The work under this Section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like for the proper and complete performance of the Work.

1.02 STORAGE AND PROTECTION

A. Storage

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the Engineer.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the Owner.
3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
4. All materials shall meet the requirements of these Specifications at the time that they are used in the Work.
5. Store products in accordance with manufacturer's instructions.

B. Protection

1. Use all means necessary to protect the materials, equipment and products of every section of the Work before, during and after installation, as well as the installed work and materials of all other trades.
2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.
3. Weather tight storage sheds with raised floors, constructed to protect materials and products stored on the site from damage by the elements, shall be provided and maintained.

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

D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel and sheet construction products shall be stored with one end elevated to facilitate drainage.

- E. Unless otherwise permitted in writing by the Engineer, building products and materials such as cement, grout, plaster, gypsum board, particleboard, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors under a properly secured waterproof covering.
- F. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps and mechanical aerators have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities, which are acceptable to the Engineer. The Contractor shall provide all special packaging, protective coverings, protective coatings, power, nitrogen purge, desiccants, and lubricants as deemed necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

PART 2 NOT USED

PART 3 NOT USED

PART 4 PAYMENT

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 SCOPE

This Section describes the Contractor's cleaning duties both during construction and before final acceptance of the Project unless otherwise described on the Drawings or indicated elsewhere in these Specifications.

1.02 QUALITY ASSURANCE

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

1.03 HAZARD CONTROL

- A. The Contractor shall store volatile wastes in covered metal containers and remove from premises daily.
- B. The Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of volatile wastes into sanitary or storm sewers shall not be allowed.

1.04 DISPOSAL OF SURPLUS MATERIALS

- A. Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose of all surplus excavated materials and equipment from demolition, as well as provide Contractor's own suitable, off-site spoil area, or utilize a site designated by the Owner.
- B. The Owner shall have the opportunity to inspect any removed equipment or materials prior to disposal by the Contractor. If said equipment and/or materials are determined to be salvageable by the Owner, the Contractor shall transport said equipment and material to a building or area designated by the Owner.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.02 COMPATIBILITY

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Owner.

PART 3 EXECUTION

3.01 PROGRESS CLEANING

A. General

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic and providing the required protection of materials.
2. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
3. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restock or otherwise service all arrangements to meet the requirements of paragraph 3.01 above.
3. At all times maintain the site in a neat and orderly condition which meets the approval of the Owner. The street shall be cleaned as often as required to prevent dirt and mud accumulation.

3.02 FINAL CLEANING

- A. Definitions: Except as otherwise provided, "clean" for the purpose of this Section shall be interpreted as meaning the level of cleanliness generally provided by road construction subcontractors using DOT maintenance standards.
- B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.

- D. Restoration of Landscape Damage: Any landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. The Owner will decide what method of restoration shall be used.
- E. Post-Construction Cleanup or Obliteration: The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Owner.
- F. Timing: The Owner shall schedule the final cleaning to guarantee that the Owner receive a completely clean Project.

PART 4 PAYMENT

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SCOPE

- A. The work under this Section includes, however is not necessarily limited to, the maintenance, recording and submittal of project record documents as herein specified.
- B. Maintain at the site for the Owner one (1) record copy of:
 - 1. Drawings,
 - 2. Specifications,
 - 3. Change orders and other modifications to the Contract,
 - 4. Field orders or written instructions,
 - 5. Reviewed shop drawings, product data and samples,
 - 6. Field test records.
 - 7. Copies of all permits.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Storage
 - 1. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 2. Provide files and racks for storage of documents.
 - 3. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with format of these Specifications.
- C. Maintenance
 - 1. Maintain documents in a clean, dry, legible condition and in good order.
 - 2. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by owner.

1.03 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large printed letters.
- B. Recording
 - 1. Record information concurrently with construction progress.
 - 2. Do not conceal any work until required information is recorded.
- C. Drawings: Record drawings shall be reproducible, shall have a title block indicating that the drawings are record drawings, the name of the company preparing the record drawings and the date the record drawings were prepared. The Contractor will provide at no additional cost a digital file of the as built information to the Owner and one hard copy. The digital copy shall have an extension DXF.
 - 1. Depths of various elements of foundation in relation to final grades datum using the state coordinate system.
 - 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Requests for Information (RFI), field order or by change order.
 - 6. Details not on original Contract Drawings.
- D. Specifications: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Requests for Information (RFI), field order or by change order.

1.04 SUBMITTAL

- A. At Contract closeout, deliver record documents to the Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 - 1. Date,
 - 2. Project title and number,
 - 3. Contractor's name and address,
 - 4. Title and number of each record document,
 - 5. Signature of Contractor or Contractor's authorized representative.

PART 2 NOT USED

PART 3 NOT USED

PART 4 **PAYMENT**

Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 PROJECT MAINTENANCE AND WARRANTY

- A. Maintain and keep in good conditions all the work covered by these Drawings and Specifications until acceptance by the Owner.
- B. The Contractor shall warrant for a period of three (3) years from the date of Owner's written acceptance of certain segments of the Work and/or Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty product or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defect with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one-year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components, which may have been damaged or rendered non-serviceable as a consequence of the failure, shall be replaced. A new 12-month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failures shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one year.
- E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals, perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work

performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.

- F. The Contractor shall be responsible for work executed in all the areas according to the plans and specifications for a period of three (3) years from the date of final acceptance. In the event of repairs the contractor has forty-eight (48) hours to address the problems. If it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for cost of such repairs.
- G. In the event the Contractor is notified of defects and fails to proceed to remedy the defects within two (2) days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- H. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- I. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law, as it relates to the construction site.
- J. This section includes all the labor and materials required to obtain a bid, performance and payment bonds and all insurance required by this set of specifications and plans.

PART 2 **NOT USED**

PART 3 **NOT USED**

PART 4 **PAYMENT**

Contractor shall receive a **LUMP SUM** payment **IF SO SPECIFIED IN THE BID FORM** for the performance, payment and bid bonds, all insurances, one year warranty for all the work described in this section, any other work expense, incidentals required to complete the job and profit, according to item **SECTION 01740 "WARRANTIES AND BONDS"** of the Bid Proposal.

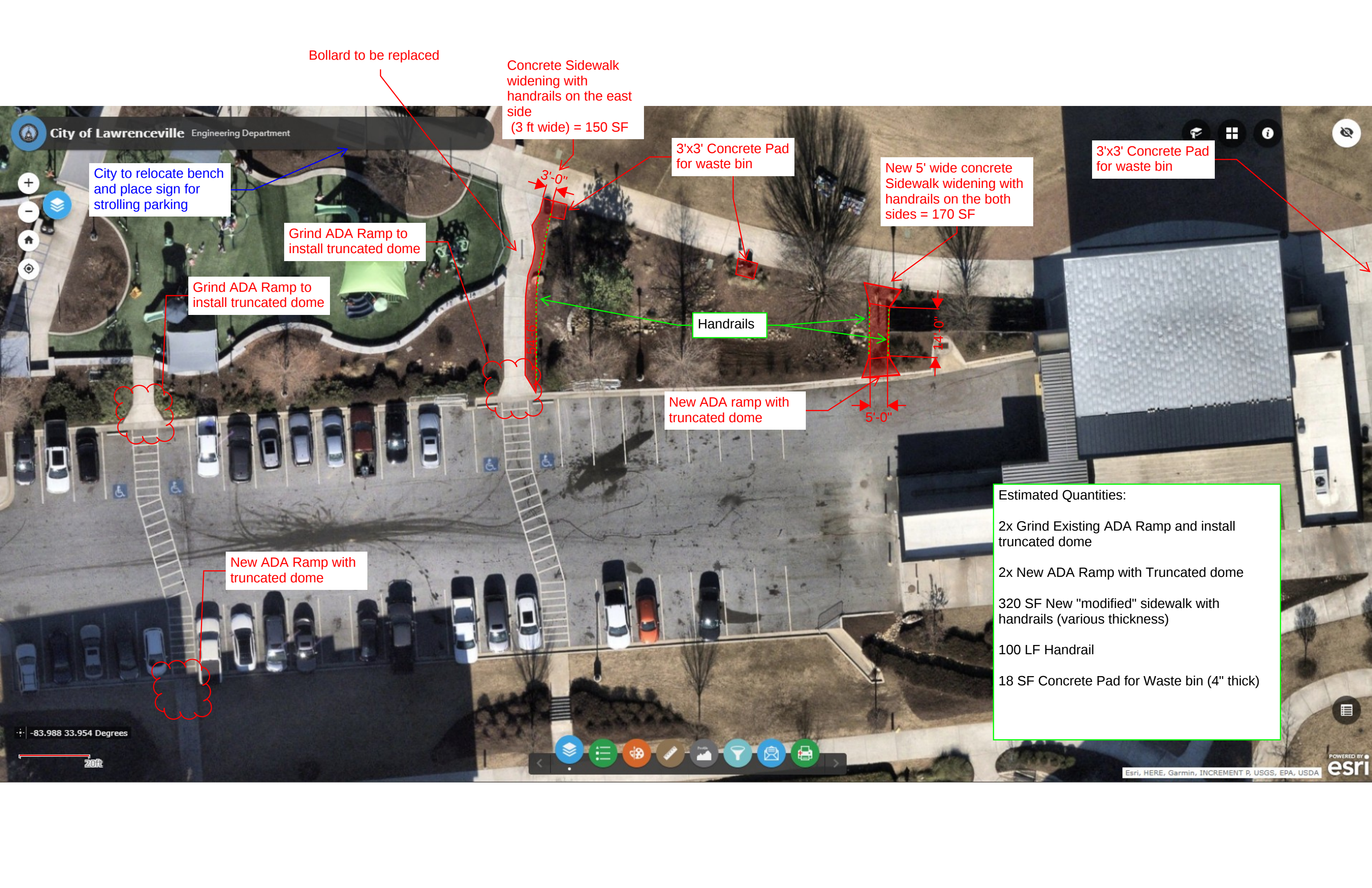
Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. Contractor shall **NOT** receive any additional compensation for the work executed under this section.

END OF SECTION

NOTICE TO ALL BIDDERS

**CONTRACTOR TO UTILIZE GEORGIA DEPARTMENT OF
TRANSPORTATION STANDARD SPECIFICATIONS FOR
CONSTRUCTION, LATEST EDITION, (WHERE APPLICABLE)
FOR ALL TECHNICAL SPECIFICATIONS NOT REFERENCED
IN THESE CONTRACT DOCUMENTS.**

**CONTRACTOR TO UTILIZE ALL CURRENT APPLICABLE
SPECIAL PROVISIONS AND SUPPLEMENTAL GEORGIA
DEPARTMENT OF TRANSPORTATION SPECIFICATIONS,
LATEST EDITION (WHERE APPLICABLE).**



City of Lawrenceville Engineering Department

City to relocate bench and place sign for strolling parking

Grind ADA Ramp to install truncated dome

Grind ADA Ramp to install truncated dome

New ADA Ramp with truncated dome

Bollard to be replaced

Concrete Sidewalk widening with handrails on the east side (3 ft wide) = 150 SF

3'x3' Concrete Pad for waste bin

New 5' wide concrete Sidewalk widening with handrails on the both sides = 170 SF

3'x3' Concrete Pad for waste bin

Handrails

New ADA ramp with truncated dome

Estimated Quantities:

2x Grind Existing ADA Ramp and install truncated dome

2x New ADA Ramp with Truncated dome

320 SF New "modified" sidewalk with handrails (various thickness)

100 LF Handrail

18 SF Concrete Pad for Waste bin (4" thick)

-83.988 33.954 Degrees

20ft

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

POWERED BY
esri



3 ft Concrete sidewalk widening (4" thick)

Estimated Quantities:
1,070 SF of 3ft concrete sidewalk widening (4" thick)



New ADA Ramp with truncated dome

Concrete Sidewalk widening with handrails = 100 SF

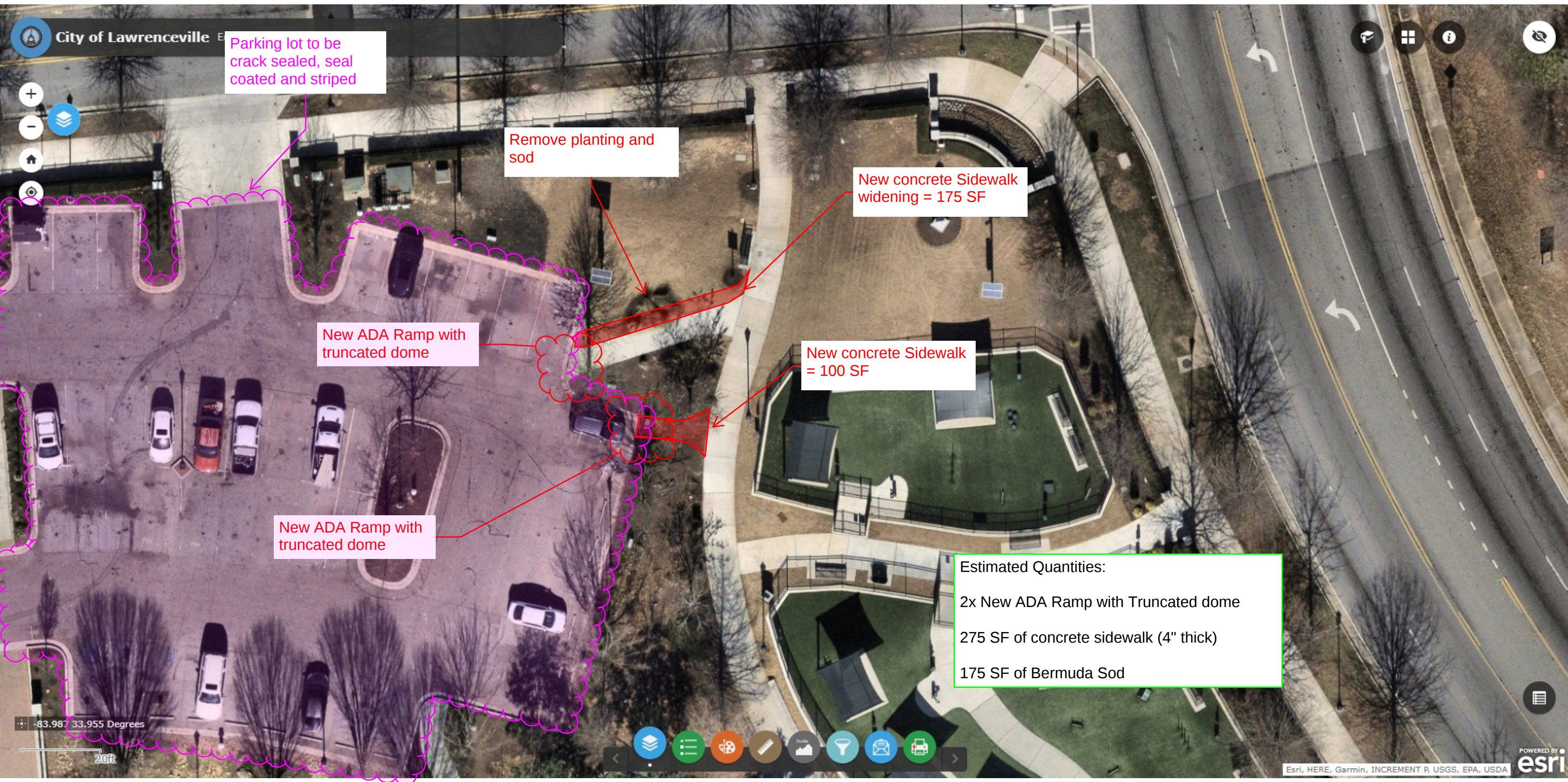
Handrails

Concrete Sidewalk widening with handrails = 150 SF

Bollard to be replaced

6'x3' Concrete Pad for waste bin

Estimated Quantities:	
1x	New ADA Ramp with Truncated dome
250 SF	New "modified" sidewalk with handrails (various thickness)
55 LF	Handrail
18 SF	Concrete Pad for Waste bin (4" thick)



Parking lot to be crack sealed, seal coated and striped

Remove planting and sod

New concrete Sidewalk widening = 175 SF

New ADA Ramp with truncated dome

New concrete Sidewalk = 100 SF

New ADA Ramp with truncated dome

Estimated Quantities:
2x New ADA Ramp with Truncated dome
275 SF of concrete sidewalk (4" thick)
175 SF of Bermuda Sod

-83.987 33.955 Degrees

20ft

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

POWERED BY
esri



Concrete sidewalk plaza (4" thick)
= 1560 SF

Remove Bike Rack

3 ft Concrete sidewalk widening (4" thick)
= 425 SF

Parking lot to be crack sealed, seal coated and striped

Estimated Quantities:

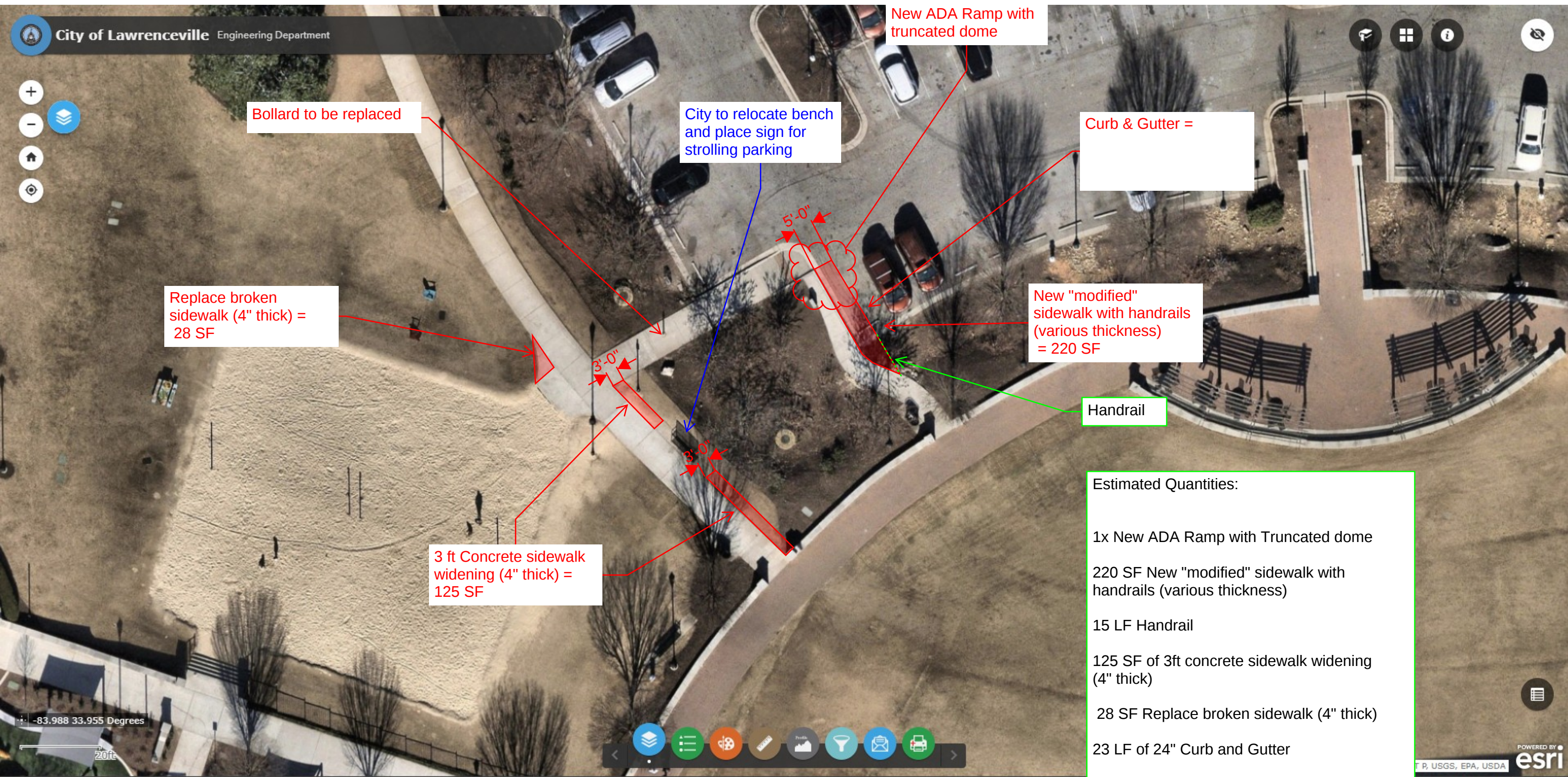
1985 SF concrete sidewalk widening (4" thick)

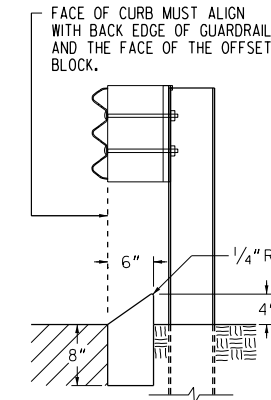
1 EA of Remove Bike Rack

-83.988 33.955 Degrees

20ft





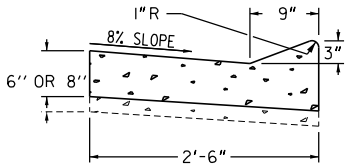


TYPE 8

TYPE 8 HEADER CURB IS USED IN CONJUNCTION WITH GUARDRAIL CONNECTIONS TO CONCRETE BARRIER AS NOTED ON GA. STD. 4382.

CURB TYPE	h	d
1	3" OR 4"	6" min.
2	6"	8" min.
3	8"	10" min.
4	10"	12" min.
6	6"	7" min.
7	6"	8" min.
9	3" OR 4"	8" min.

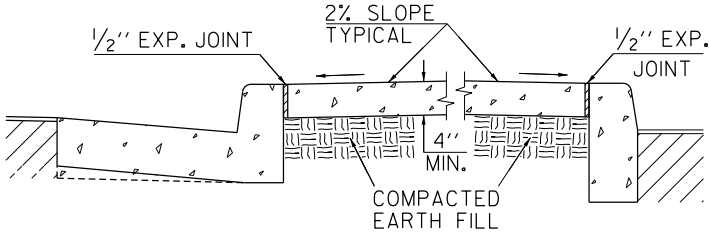
RAISED EDGE WITH CONCRETE GUTTER



RAISED EDGE TO BE CONSTRUCTED WITH SAME CONCRETE MIX AS THE GUTTER AND SHALL BE FORMED MONOLITHIC WITH GUTTER. JOINTS IN RAISED EDGE SHALL MATCH THOSE IN THE GUTTER.

CONCRETE MEDIAN (Between Curbs)

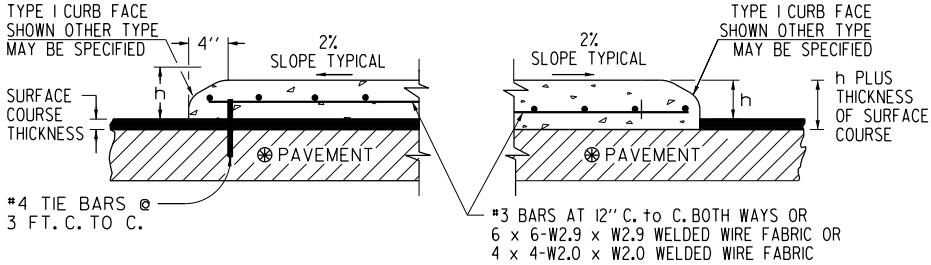
NOTE: CURB TYPES SHOWN ARE TYPICAL. OTHER TYPES MAY BE SPECIFIED.



NOTE: WIDTH OF CONCRETE MEDIAN WILL BE AS SHOWN IN PLANS

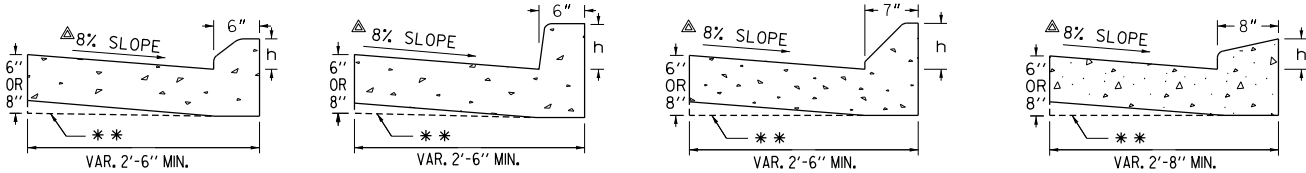
NOTE: IF CONCRETE MEDIAN INTERCEPTS PEDESTRIAN CROSSWALKS, WHEELCHAIR RAMPS (CONSTRUCTION DETAIL A-3 AND A-4) WILL BE REQUIRED.

CONCRETE MEDIANS (Integral)
-WITH TIE BARS-
-WITHOUT TIE BARS-



NOTE: IF FINAL SURFACE COURSE IS PRESENT OR MUST BE INSTALLED BEFORE THE CONCRETE MEDIAN CAN BE INSTALLED, THEN DOWELED IN CONCRETE MEDIAN IS REQUIRED.

CONCRETE CURB & GUTTER



TYPE 1

TYPE 2, 3 OR 4

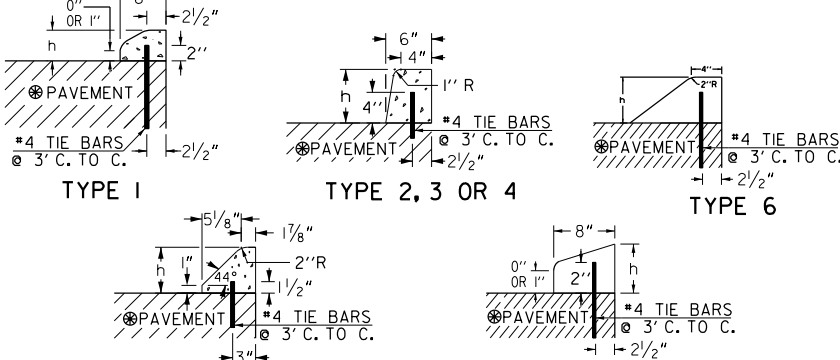
TYPE 7

TYPE 9

** AT CONTRACTOR'S OPTION THE GUTTER THICKNESS MAY BE INCREASED AT EDGE OF PAVEMENT TO MAKE BOTTOM OF GUTTER PARALLEL WITH PAVING OF BASE COURSE, BUT THE GUTTER THICKNESS MUST NOT BE LESS THAN THE SPECIFIED 6" OR 8" AT ANY POINT.

Δ WHEN POSITIVE SUPERELEVATION IS REQUIRED, THE SLOPE OF THE GUTTER ON THE HIGH SIDE SHALL BE A CONTINUATION OF THE SLOPE OF THE SUPERELEVATED PAVEMENT.

CONCRETE DOWELED INTEGRAL CURBS



TYPE 1

TYPE 2, 3 OR 4

TYPE 6

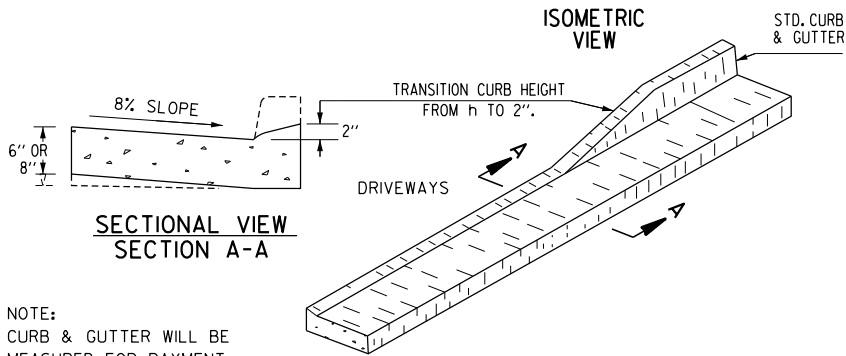
TYPE 7

TYPE 9

- NOTES:
1. CONCRETE CURB CAN BE INSTALLED AFTER INITIAL SET AS LONG AS TIE BARS ARE DRILLED INTO UNDERLYING CONCRETE PAVEMENT.
 2. CONCRETE CURB CAN BE INSTALLED BEFORE INITIAL SET WITH DOWELS THAT ARE DRIVEN INTO UNDERLYING CONCRETE PAVEMENT. JOINTS IN CURB AND CONCRETE MEDIAN WILL MATCH THOSE IN THE CONCRETE PAVEMENT.
 3. ALL TYPES OF CONCRETE CURB CAN BE PLACED ON ASPHALT PAVEMENTS WHERE TIE BARS MAY BE EITHER DRIVEN OR DRILLED INTO THE UNDERLYING PAVEMENT. CONTRACTION JOINTS SHALL BE CONSTRUCTED IN CURB OR CONCRETE MEDIAN AT 20 FT. SPACING.
 4. TIE BARS FOR DOWELED CURBS MAY BE UNCOATED PLAIN OR DEFORMED BILLET-STEEL BARS (GRADE 40) AS USED FOR CONCRETE REINFORCEMENT. (AASHTO M-31)

MINIMUM TIE BAR LENGTHS (FOR CONC. DOWELED CURBS OR CONC. MEDIAN)		
CURB TYPE	P.C. CONC. PAV.	ASPHALT PAV.
1	6"	8"
2, 3 OR 4	8"	12"
6	6"	8"
7	6"	8"
9	6"	8"

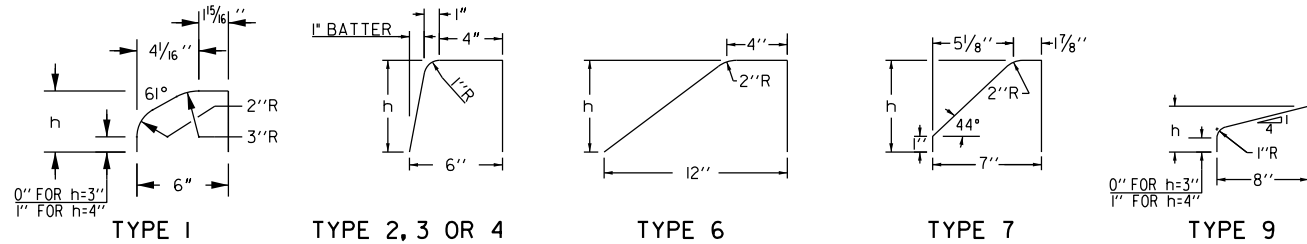
DETAILS OF RECESSED CURB FOR DRIVEWAYS



NOTE:
CURB & GUTTER WILL BE MEASURED FOR PAYMENT THRU THE DRIVE

(SEE SEPARATE CONSTRUCTION DETAILS FOR DRIVEWAYS)

CURB FACE DESIGN



TYPE 1

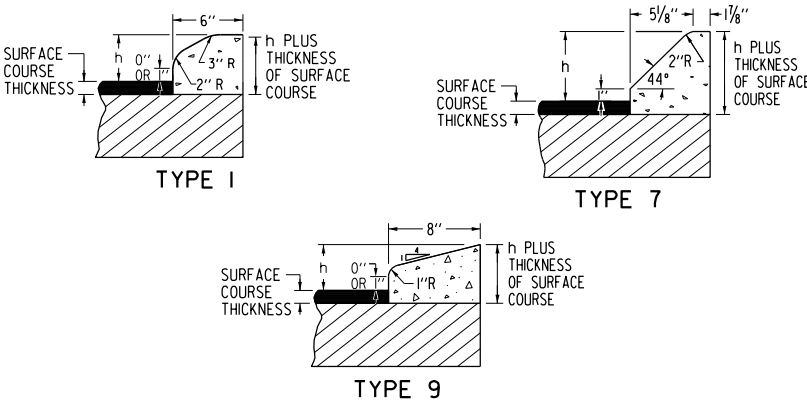
TYPE 2, 3 OR 4

TYPE 6

TYPE 7

TYPE 9

CONCRETE INTEGRAL CURB



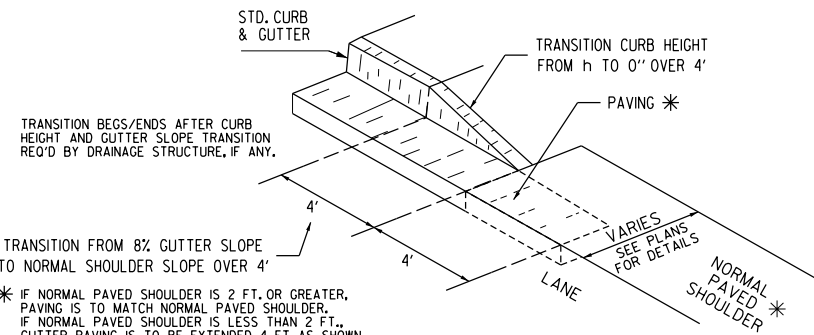
TYPE 1

TYPE 7

TYPE 9

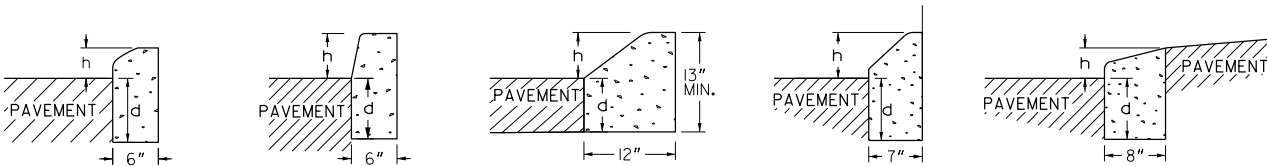
DETAILS OF CURB AND GUTTER TRANSITION TO RURAL SHOULDER

AT DOWNSTREAM ENDS OF CURB AND GUTTER CARRYING RUNOFF, A STRUCTURE MUST BE PROVIDED TO DIRECT OR DISSIPATE CONCENTRATED FLOW



* IF NORMAL PAVED SHOULDER IS 2 FT. OR GREATER, PAVING IS TO MATCH NORMAL PAVED SHOULDER.
* IF NORMAL PAVED SHOULDER IS LESS THAN 2 FT., GUTTER PAVING IS TO BE EXTENDED 4 FT. AS SHOWN.

CONCRETE HEADER CURBS



TYPE 1

TYPE 2, 3 OR 4

TYPE 6

TYPE 7

TYPE 9
TRUCK APRON
IN ROUNDABOUTS

THE DIMENSION d MAY BE INCREASED AT CONTRACTOR'S OPTION SO BOTTOM OF HEADER CURB WILL ALIGN WITH BOTTOM OF PAVEMENT TYPICAL SECTION.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

STANDARD
CONCRETE CURB & GUTTER
CONCRETE CURBS, CONCRETE MEDIANS

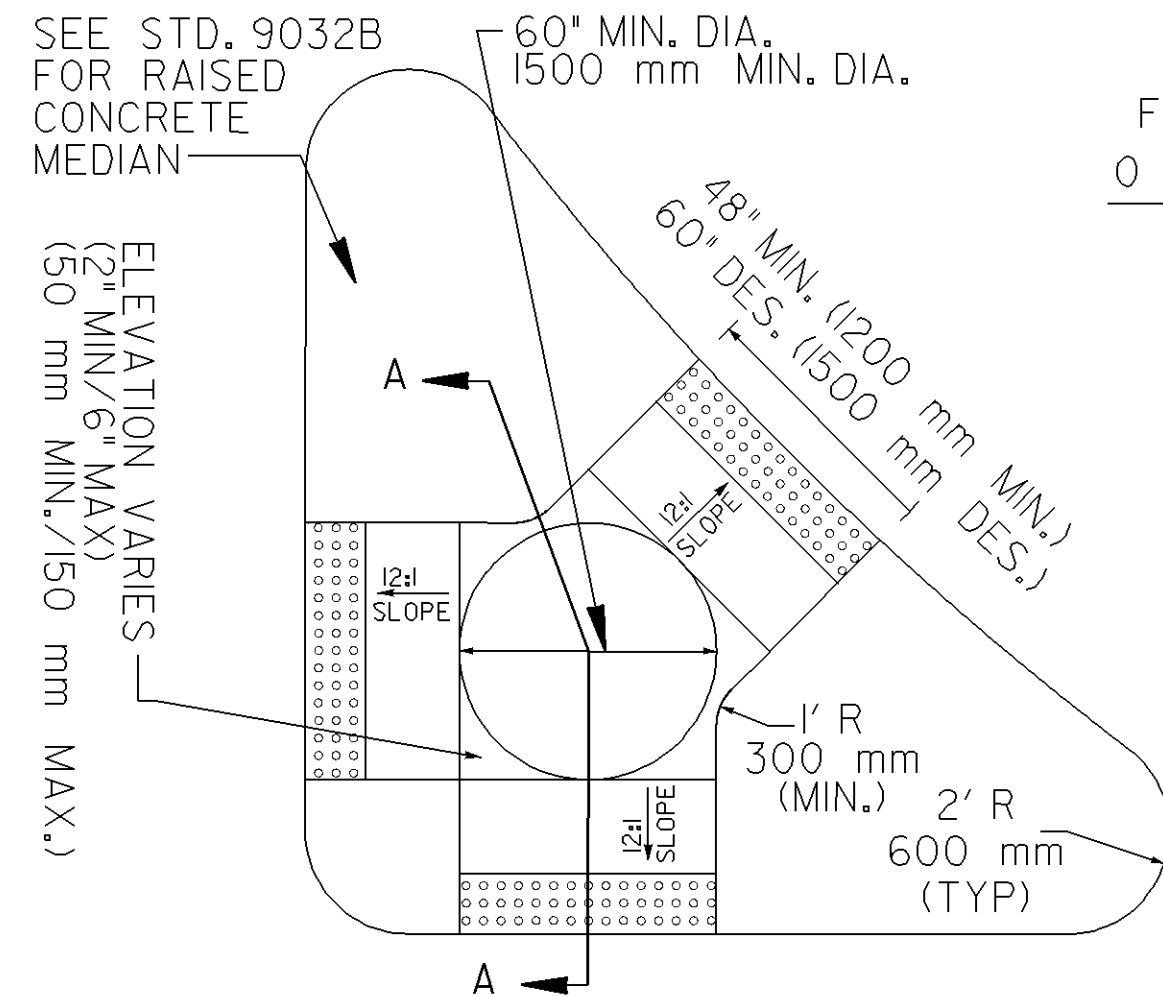
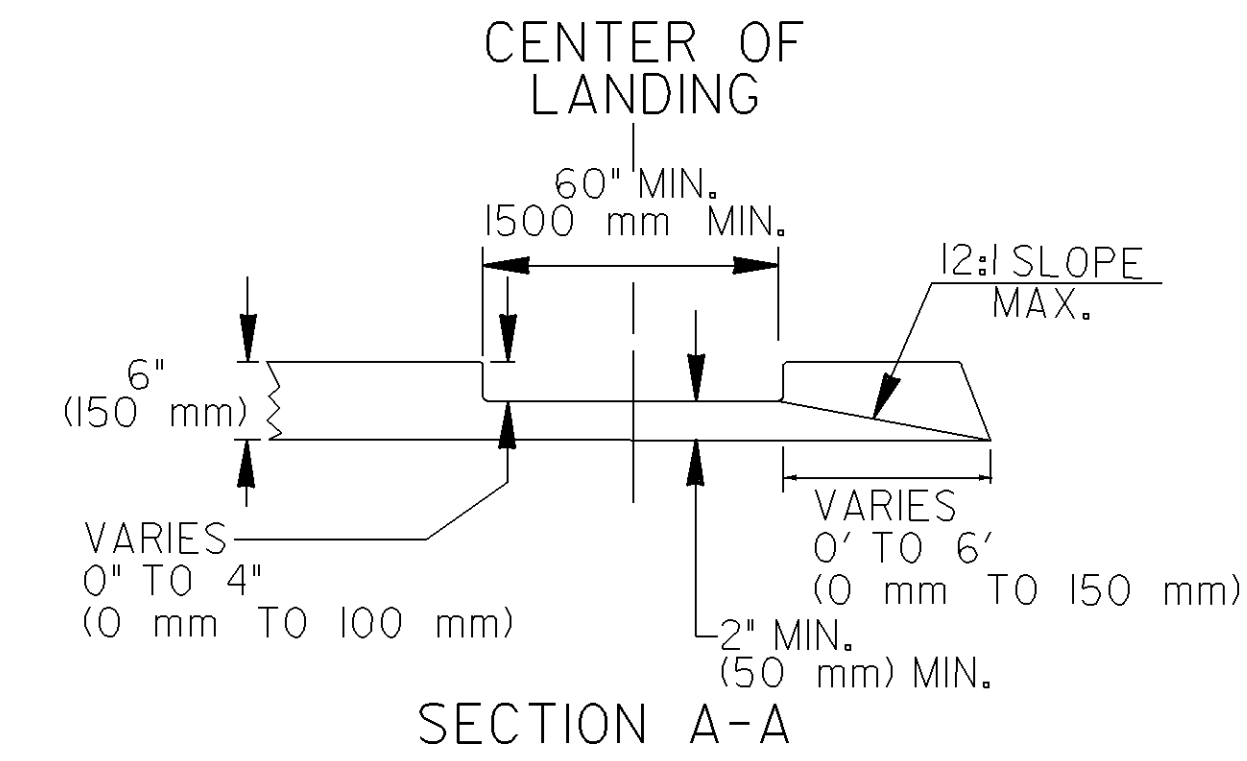
NOT TO SCALE

MAR. 2003

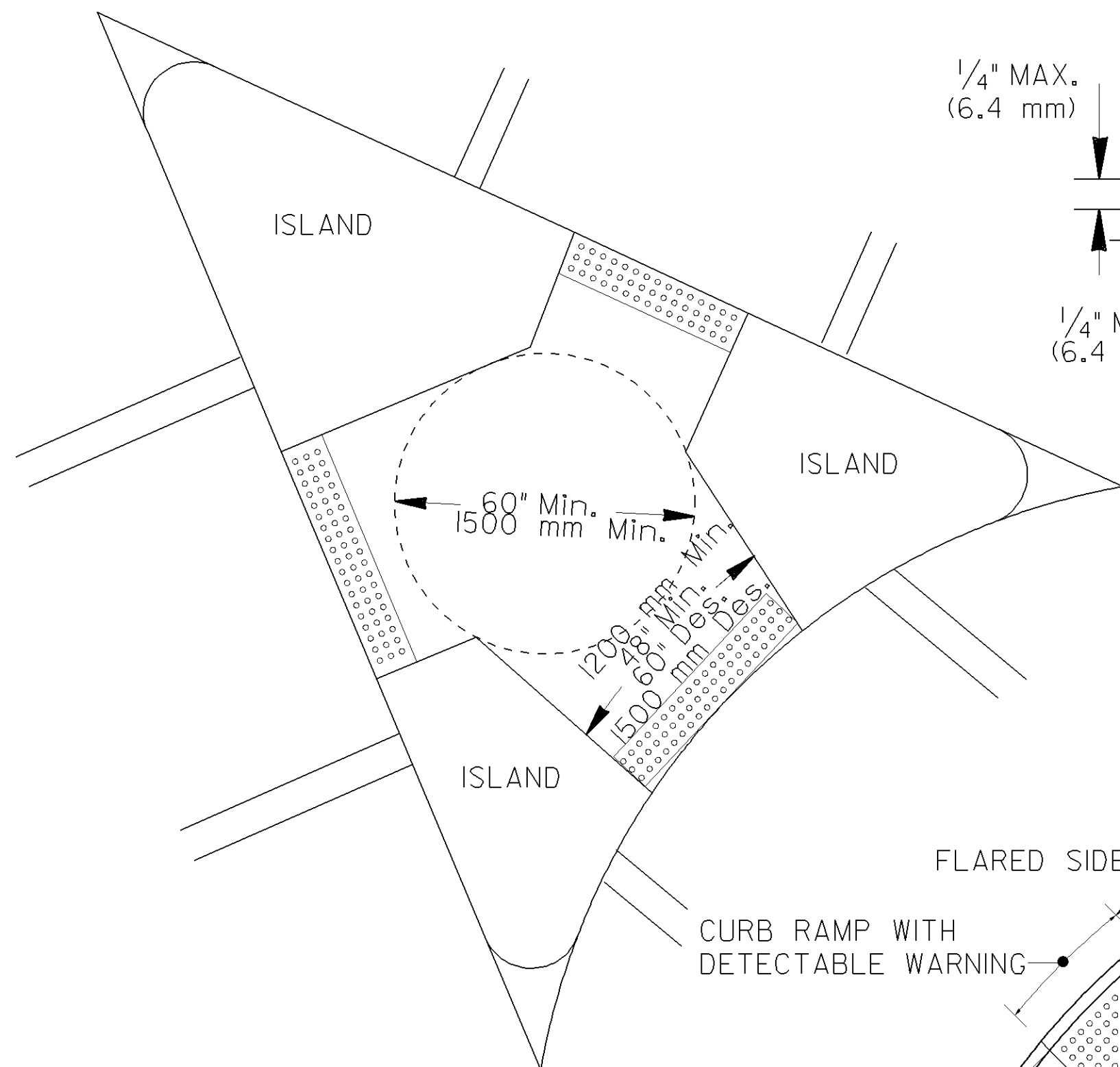
DES. _____ (SUBMITTED) *Daniel C. Rose*
STATE DESIGN POLICY ENGINEER
TRA. _____ (APPROVED) *Magnus B. Pardo*
CHIEF ENGINEER

NUMBER
9032B

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			



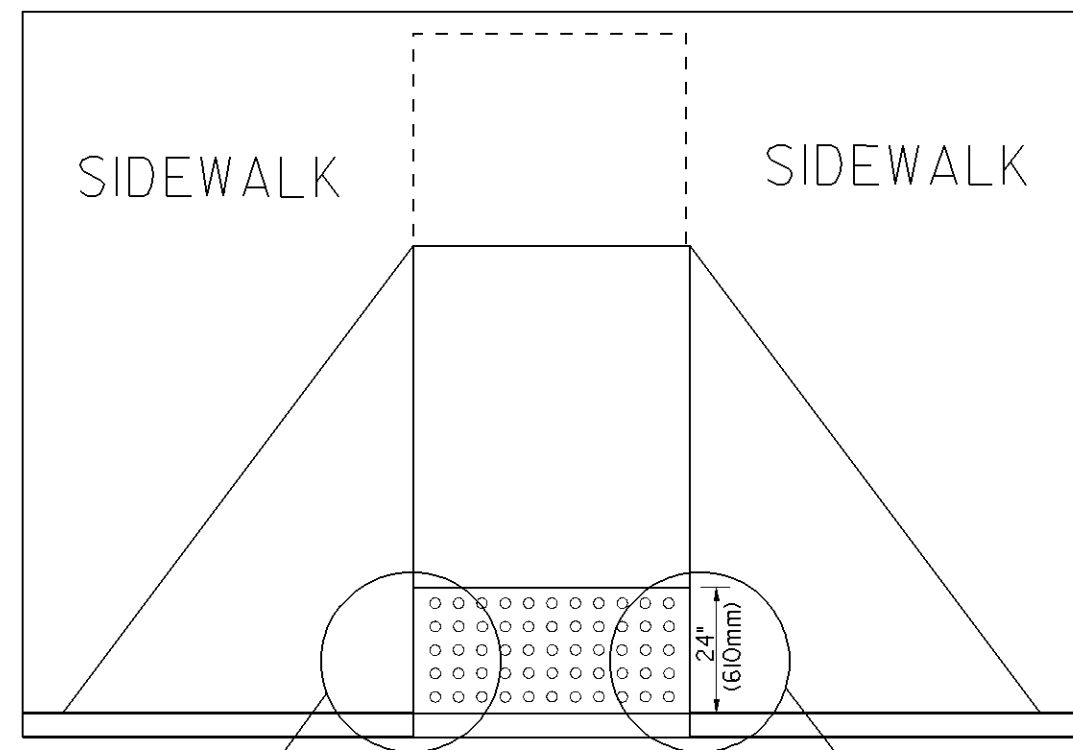
CONCRETE ISLAND WITH ELEVATED CUT THROUGH



NO SEPARATE PAYMENT WILL BE MADE FOR THE DETECTABLE WARNINGS. THE COST SHALL BE INCLUDED IN THE PRICE BID FOR SIDEWALK (OR CURB CUT RAMP IF THE ITEM IS INCLUDED IN THE PROPOSAL).

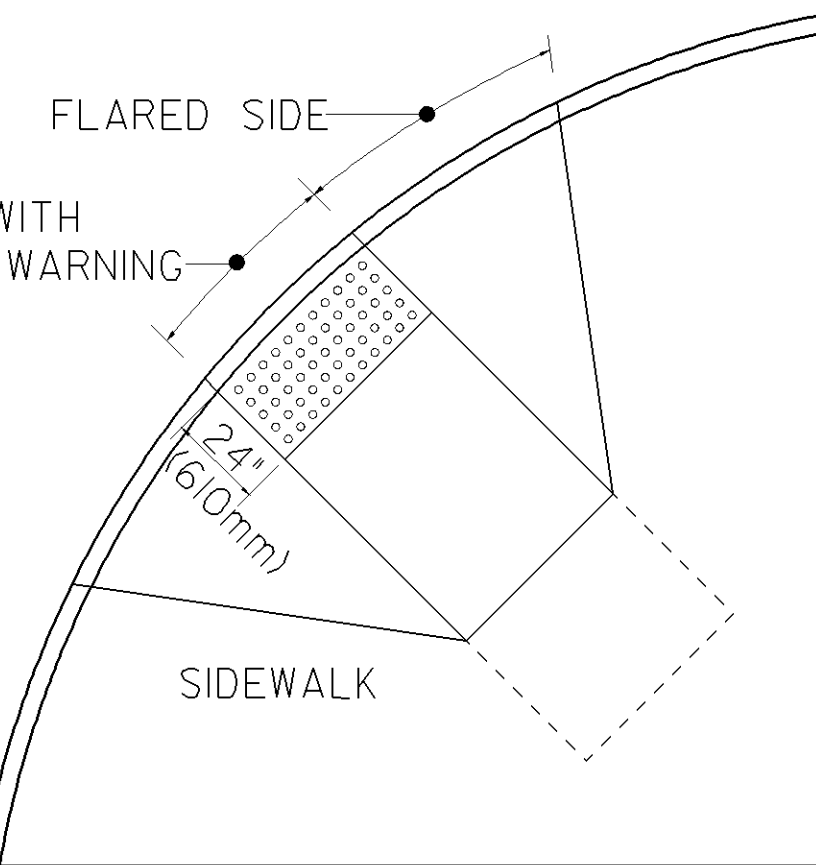
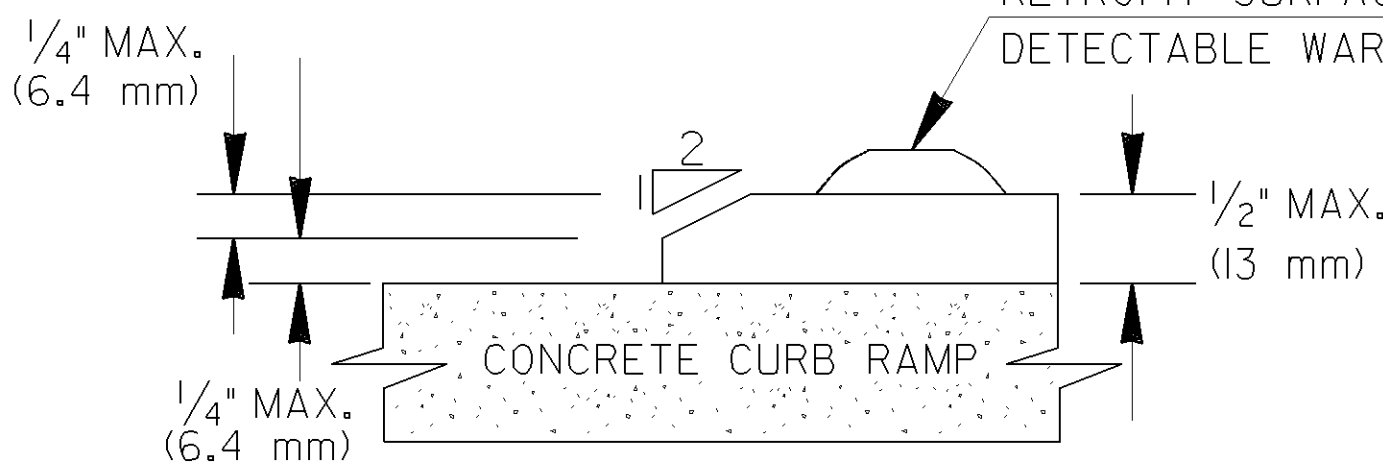
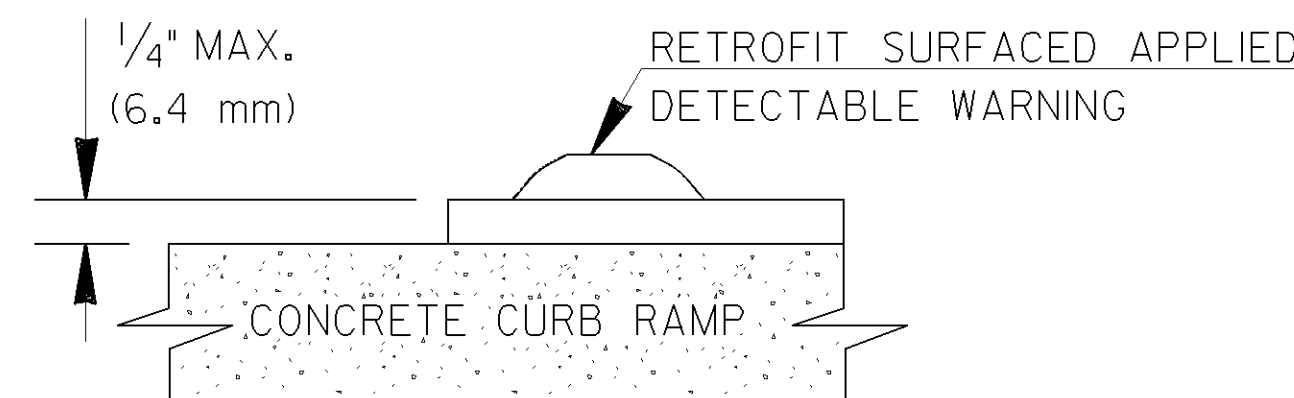
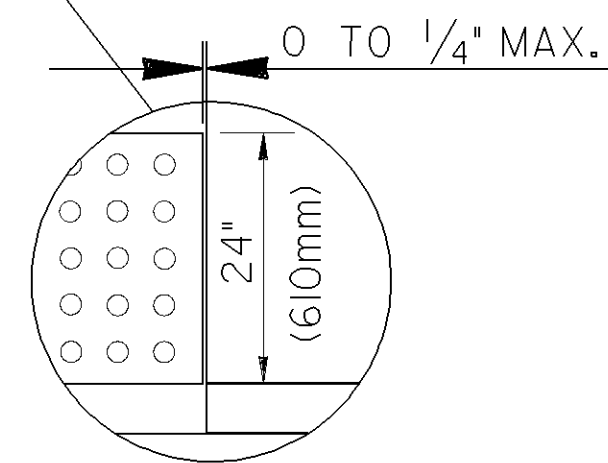
FOR CUT-THRU ISLANDS AND EXISTING RAMPS, WHERE NO SIDEWALK OR CURB CUT RAMPS ARE IN THE PROPOSAL, THE COST OF THE DETECTABLE WARNINGS SHALL BE INCLUDED IN THE OVERALL BID PRICE SUBMITTED.

DETAIL FOR DETECTABLE WARNING AT CUT-THRU CONCRETE ISLAND



FLARED SIDE
0 TO 1/4" MAX.

CURB RAMP
WITH DETECTABLE
WARNING

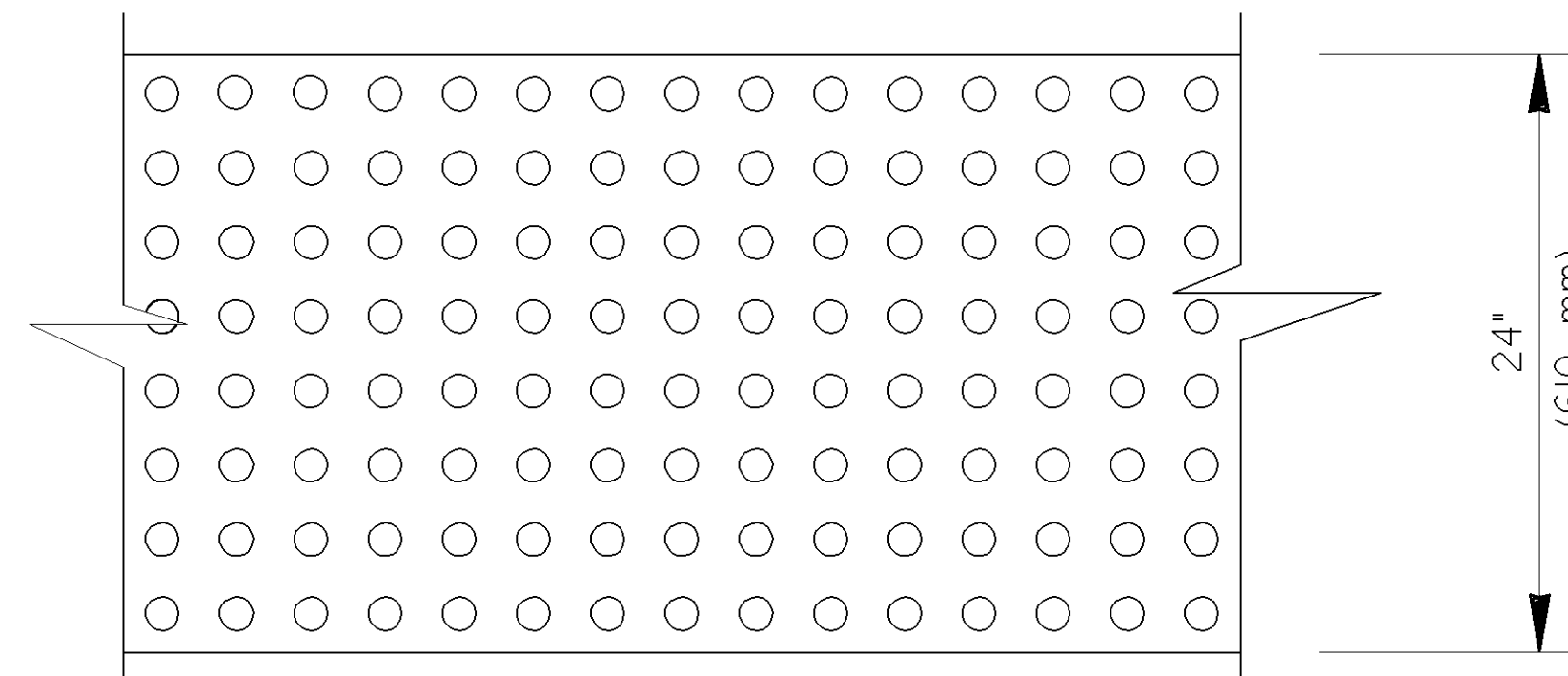
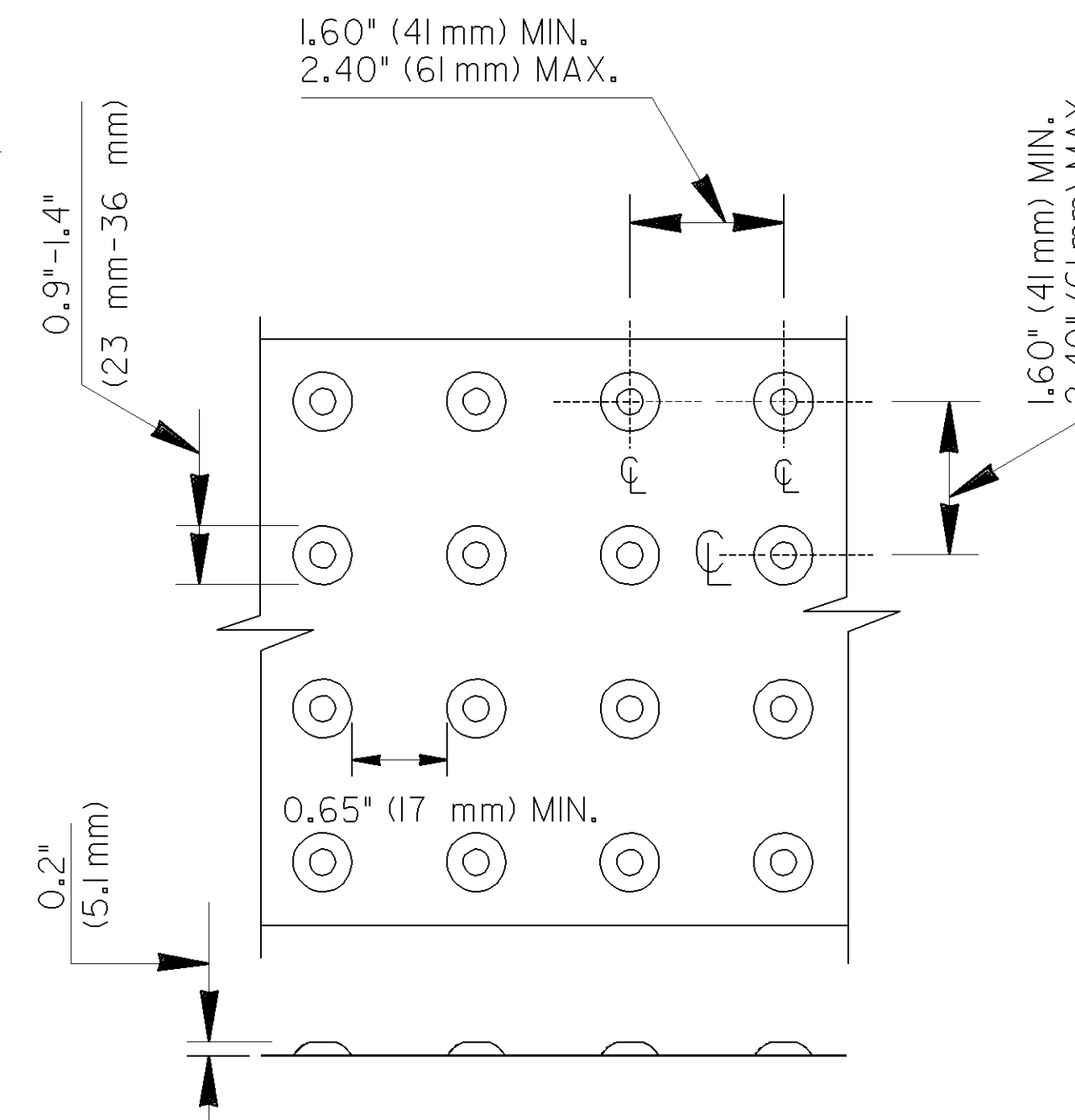
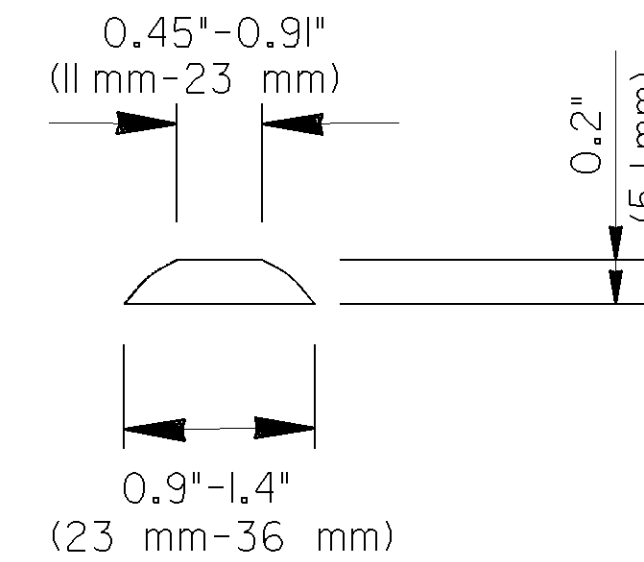


SIZE: DETECTABLE WARNINGS SHALL BE 24 INCHES (610 mm) IN THE DIRECTION OF PEDESTRAIN TRAVEL AND EXTEND THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE.

LOCATION: THE DETECTABLE WARNING SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE OR OTHER POTENTIAL HAZARD IS 6 TO 8 INCHES (150 mm to 180 mm) FROM THE CURB LINE OR OTHER POTENTIAL HAZARD, SUCH AS A REFLECTIVE POOL EDGE OR THE DYNAMIC ENVELOPE OF RAIL OPERATIONS.

DOMES SIZE AND SPACING: TRUNCATED DOMES SHALL HAVE A BASE DIAMETER OF 0.9 INCH TO 1.4 INCH (23 mm-36 mm) AT THE BOTTOM, A DIAMETER OF 0.45 INCH TO 0.9 INCH (11 mm-23 mm) AT THE TOP, THE TOP DIAMETER SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE DIAMETER, A HEIGHT OF 0.2 INCH (5.1 mm) AND A CENTER-TO-CENTER SPACING OF 2.40 INCHES (61 mm) DESIRABLE 1.60 INCHES (41 mm) MINIMUM MEASURED ALONG ONE SIDE OF A SQUARE ARRANGEMENT. DOMES SHALL HAVE A SQUARE ARRANGEMENT. DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES.

VISUAL CONTRAST: DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH THE ADJACENT WALKING SURFACE EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. THE MATERIAL USED TO PROVIDE VISUAL CONTRAST SHALL BE AN INTEGRAL PART OF THE DETECTABLE WARNING SURFACE.



MATERIALS:

NEW CONSTRUCTION

THE DETECTABLE WARNINGS SHALL BE MADE OF MATERIALS SPECIFIED ON QPL 87.

RETROFIT OF EXISTING RAMPS

SURFACED APPLIED MATERIALS WILL ONLY BE APPROVED TO BE USED ON EXISTING WHEELCHAIR RAMPS.

INSTALLATION:

BRICK PAVERS SHALL BE SET IN A WET MORTAR BED. THE BED SHALL BE PLACED ON CONCRETE. THE CONCRETE SHALL BE A MINIMUM OF 4" THICK.

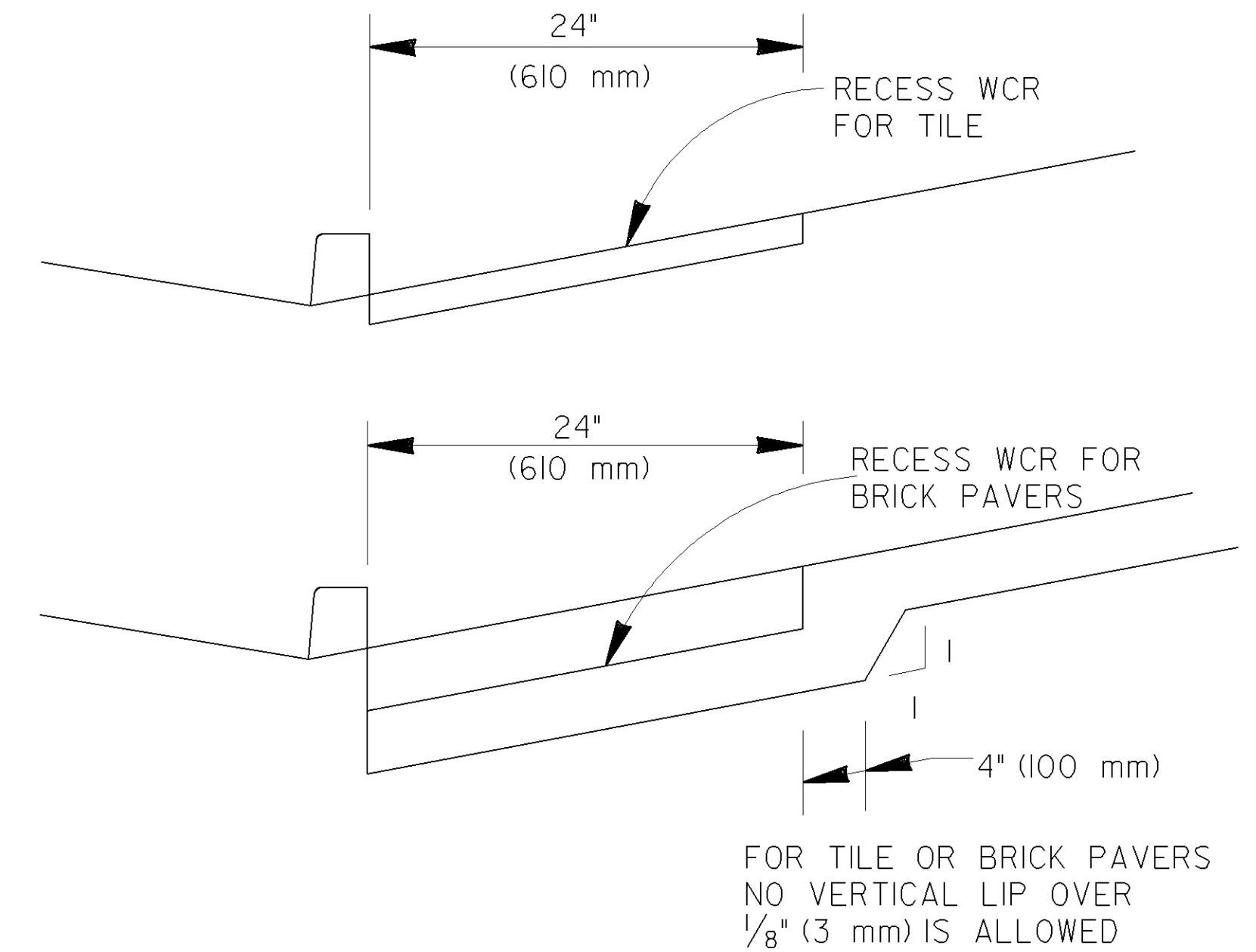
CERAMIC TILE SHALL BE EPOXIED IN PLACE OR SET IN A WET MORTAR BED. MANUFACTURER RECOMMEND ADHESIVE OR FASTENER SHALL BE USED IN THE INSTALLATION.

ALL OTHER MATERIALS SHALL BE INSTALLED ACCORDING TO MANUFACTURES DETAILS OR INSTRUCTION.

GENERAL NOTES:

RETROFIT SURFACED APPLIED MATERIALS ONLY:

- CHANGES IN LEVEL OF 1/4" (6.4 mm) HIGH MAXIMUM SHALL BE PERMITTED VERTICALLY ON SURFACED APPLIED MATERIALS.
- CHANGES IN LEVEL BETWEEN 1/4" (6.4 mm) HIGH MINIMUM AND 1/2" (13 mm) HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 2:1.



FOR TILE OR BRICK PAVERS
NO VERTICAL LIP OVER
1/8" (3 mm) IS ALLOWED

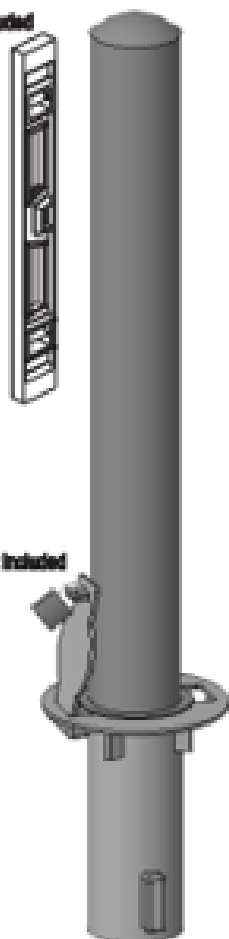
	6-18-09					DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
	ADDED RETROFIT DETAIL AND ADDED ALT. RAMP DETAIL AND GEN. NOTES ADDED TOLERANCE TO DTL, REVISED TRUNCATED DOMES AND NOTES, REVISED REVISED				11-14-02 7-29-02	DATE	SPECIAL DETAIL DETECTABLE WARNING SURFACE TRUNCATED DOME SIZE, SPACING AND ALIGNMENT REQUIREMENTS NO SCALE MARCH 12, 2002
	GLO					BY	

User's manual	Manual del usuario	Manuel de l'utilisateur
Customer Service US: 1-800-645-2986	Servicio de atención al Cliente US: 1-800-645-2986	Service à la clientèle Canada: 888-645-2986

Removable Steel Bollard

Model(s): 36"H x 4"D (670517) ; 36"H x 6"D (670518)

*Level not included



*Pad lock not included

Included Parts

- Base
- Hex bolt for base
- Bollard

Pad lock not included

- RECOMMEND: Global Industrial Laminated Steel Padlock 443231

Base Installation

1. Dig a hole 18 inches deep and 20 inches in diameter.
2. Layer the bottom of the hole with a 6 inch layer of gravel. Ensure gravel is well packed. Add or remove gravel to ensure base top is flush with the ground. Use a level to ensure base is perpendicular to surface.
3. Mix concrete using the proper ratio of sand and cement.
4. Insert bollard to base and apply concrete to its surroundings.
5. Keep using level to ensure bollard is perpendicular to surface.
6. Allow concrete to cure completely.

Inserting/Removing Bollard

1. Remove bolt from base.
2. Open base door and insert bollard until it rests on the base.
3. Orientate the bollard so that the hasp on the bollard goes through the door hole.
4. Attach padlock (NOT INCLUDED) through hasp to restrict removing bollard.
5. Reverse steps to remove bollard.



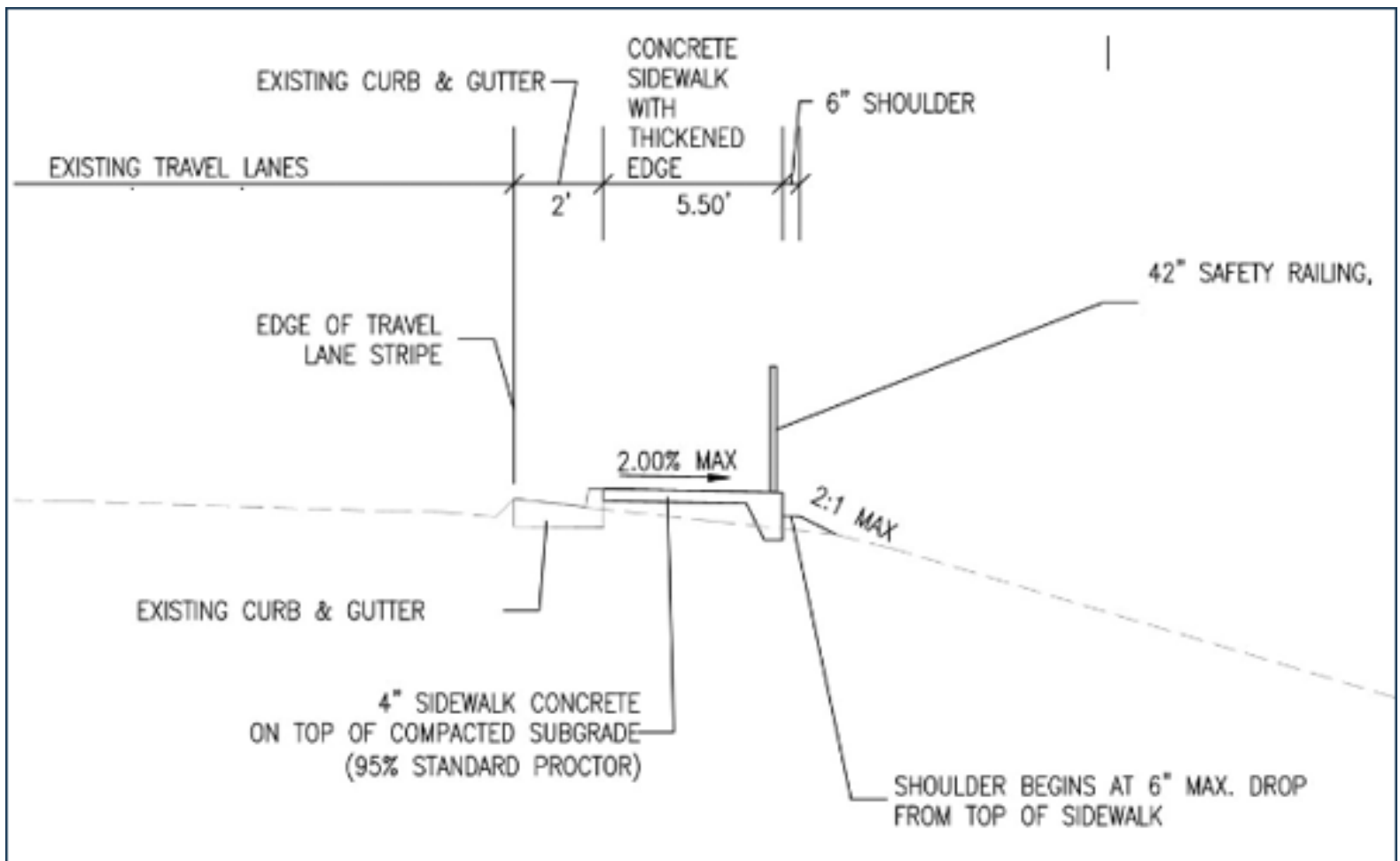
WARNING

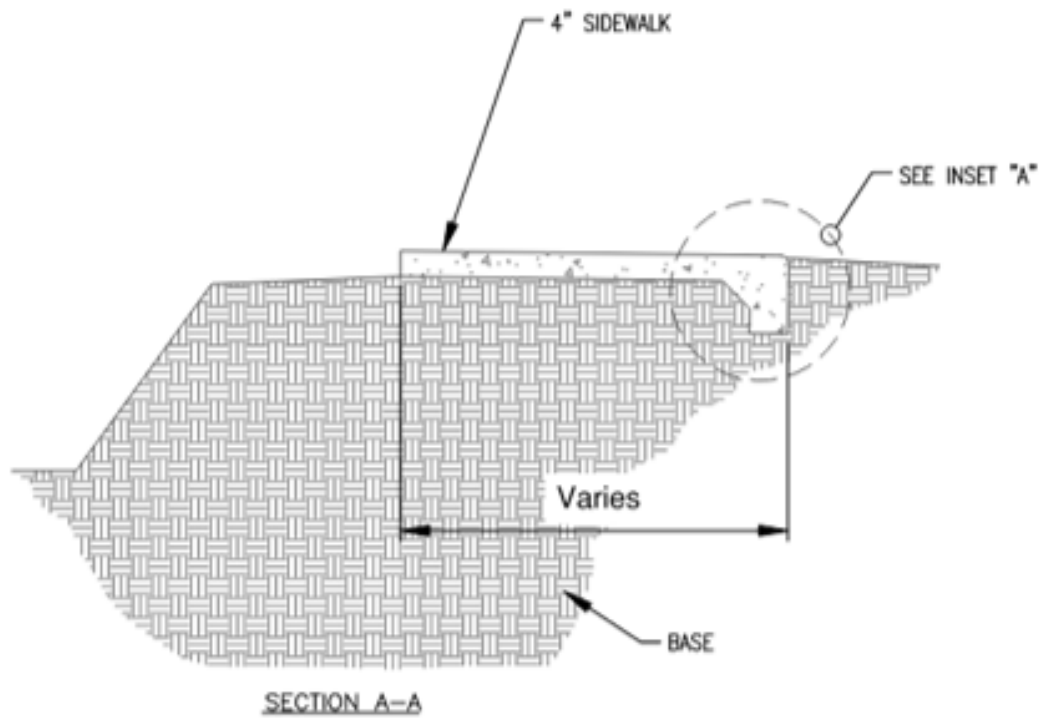
- Assembly and installation of equipment should be performed by 2 people.
- Workers should use OSHA approved safety and lifting equipment.



WARNING

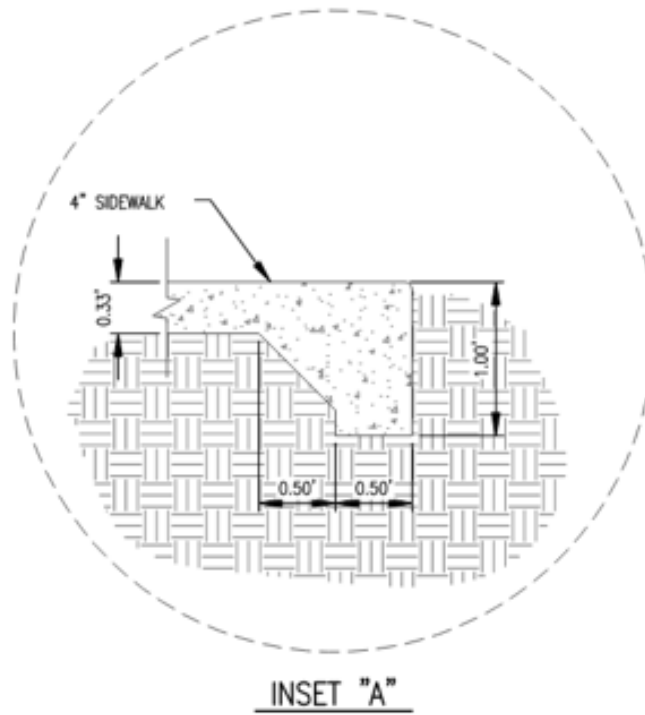
- Ensure concrete mixture is applied adequately.
- Ensure bollard base is level during installation.
- Ensure there is enough gravel in hole for proper drainage.





SIDEWALK WITH THICKENED EDGE

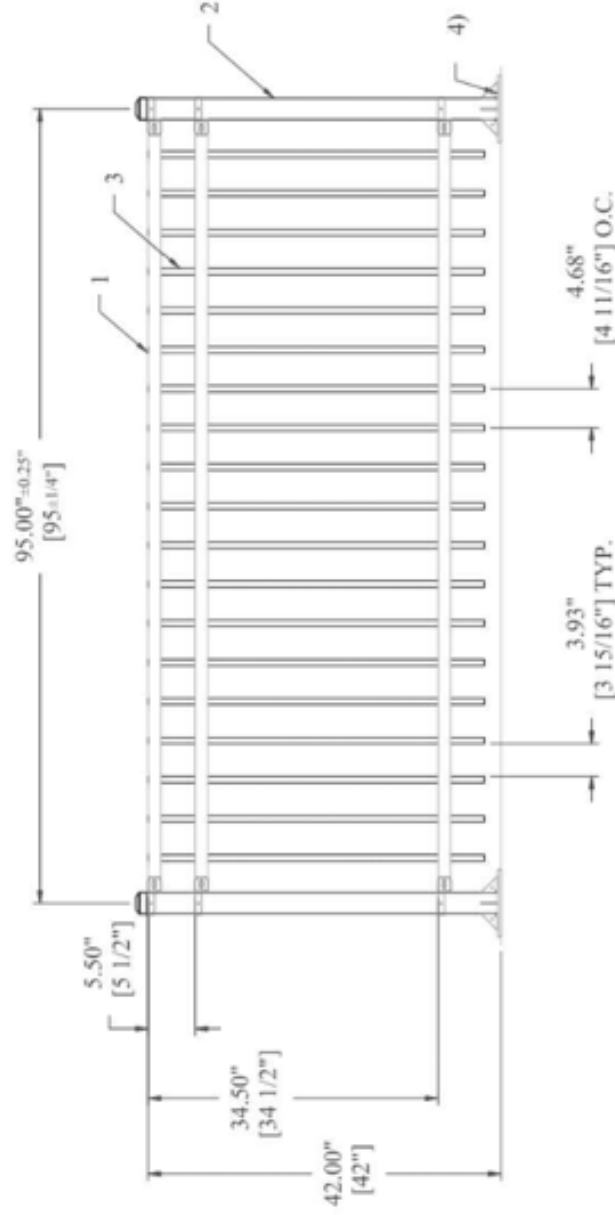
N.T.S.



#	DESCRIPTION
1	1 716" X 1 1/2" X 1/4" CHANNEL RAIL
2	2 1/2" SQ POST
3	3/4" SQ X 1/4" PICKET
4	8" sq x 3/8" BASE PLATE WITH GUSSETS
	BN112 BRACKETS



TOP VIEW



SIDE VIEW

ELEVATION VIEW