

# Barrow County Board of Commissioners

30 North Broad Street Winder Georgia 30680 Phone: (770) 867-1977 Fax: (770) 307-3141

Cindy F. Clack  
Purchasing Agent



## MEMORANDUM

**To:** All Vendors

**From:** Cindy Clack

**Date:** 3/16/2016

**Re:** RFB2016-13 HAYMON MORRIS ROAD SIDEWALK (PROJECT #SR043)

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RFB2016-13 is attached for your consideration. Anyone accessing this Request for Bid from the Barrow County website [www.barrowga.org](http://www.barrowga.org) is responsible to insure the latest documents are in their possession including any addenda. ***All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure your awareness of any updates.***

Please insure bids are submitted exactly as specified in the RFB. If you have any questions, please submit them in writing to the Barrow County Purchasing Agent as called for in the RFB.

Thank you.



**Barrow County Board of Commissioners  
30 North Broad Street  
Winder, GA 30680**

**REQUEST FOR BIDS  
RFB2016-13**

**HAYMON MORRIS ROAD SIDEWALK  
(PROJECT # SR043)**

**BARROW COUNTY, GEORGIA  
MARCH 16, 2016**

**REQUEST FOR BIDS**  
**RFB2016-13**  
**HAYMON MORRIS ROAD SIDEWALK**  
**(PROJECT #SR043)**  
**BARROW COUNTY, GEORGIA**

**Date:** March 16, 2016

**PURPOSE:**

The purposes of this request are: 1) to provide interested contractors with sufficient information to enable them to submit a uniform bid for the County's review; and 2) to set forth a systematic method that will be fair and impartial to all parties concerned and to generate a response that can be equally evaluated by the County. This RFB is complex and requires your immediate and careful attention. *This bid shall be evaluated and governed according to the Barrow County Purchasing Policy.*

**GENERAL:**

Barrow County, Georgia (Owner) is in the process of securing sealed bids for a sidewalk project along Haymon Morris Road in Barrow County. Special attention should be given to the Schedule and Conditions referenced below.

Regular and Uniform Proposal: Each contractor must comply with all requirements for a regular bid as directed or required by this notice. Notice is hereby given to all contractors that if their proposals are defective or irregular, the same may be rejected immediately. To facilitate comparative analysis and evaluation of bids, it is desired that a uniform format be employed in structuring each bid. The required format will coincide with specifications given later in this notice. The contractor's degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and award of contract for the project. All instructions are to be considered an integral part of this RFB.

Firm Price: Prices quoted by contractor shall be firm prices, and not subject to increase during the schedule hereinafter set-forth and shall not include Federal or State Tax. All prices shall be for delivery, our destination, F.O.B. freight prepaid Winder, Georgia, unless otherwise shown. Firm prices shall include all associated costs as defined in the Specifications.

Liquidated Damages: PROJECT COMPLETION WILL BE ONE HUNDRED TWENTY (120) DAYS FROM DATE OF THE NOTICE TO PROCEED. Liquidated damages of One Hundred Fifty Dollars (\$150.00) per day will be assessed for each day after completion date until project is completed.

Security: Accompany bid with a bid security in the amount of five percent (5%) of the base bid. The successful bidder will be required to submit to Barrow County a performance bond and a payment bond in the amount equal to one hundred percent (100%) of the total contract amount. 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 Georgia. Only Barrow County bond forms will be accepted.

**INQUIRIES:** Contractors **shall not** contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Officer, or employees of Barrow County Elected Officers regarding this RFB, bid evaluation, or selection process from the time the RFB is issued until the time a notification of intent to award is announced. **Questions relating to this RFB must be submitted in writing to: Cindy Clack, Purchasing Agent (email: [cclack@barrowga.org](mailto:cclack@barrowga.org)).** The deadline for answering questions related to this RFB shall be Wednesday, April 6, 2016 at 5:00 p.m. Questions submitted in writing, in a timely manner prior to the deadline will be compiled and answered in writing. All questions submitted in writing will be addressed and posted as an Addendum on the Barrow County website ([www.barrowga.org](http://www.barrowga.org)).

**SEALED BID:** An original (un-bound) and four copies of the bid must be submitted in a sealed envelope/package, addressed to Owner. Each sealed envelope/package containing a bid must be plainly marked on the outside as **“RFB2016-13 Haymon Morris Road Sidewalk (Project #SR043)”**. If the bid is forwarded by mail, the sealed envelope/package containing the bid must be enclosed in another envelope/package to the attention of the Owner at the address previously given and also marked on the outside as **“RFB2016-13 Haymon Morris Road Sidewalk (Project #SR043)”**. The Owner will not be responsible for late mail deliveries, and no bid will be accepted if received after the time as stipulated by this RFB. No bid may be withdrawn or modified in any way after the deadline for the RFB opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION.**

**PRE-BID MEETING:** A **Mandatory Pre-Bid Meeting** will be held April 1, 2016 at 10:00 a.m. Please meet at the Apalachee High School softball field parking lot at 940 Haymon Morris Road. (Pre-Bid site is marked on Sidewalk Map). **Failure to attend this mandatory pre-bid meeting disqualifies you from submitting a bid. NO EXCEPTIONS.**

**EVENTS:** The following dates and times apply to this RFB:

- |                                   |                           |
|-----------------------------------|---------------------------|
| • Issue Request for Bid           | March 16, 2016            |
| • Mandatory Pre-Bid               | April 1, 2016 at 10:00am  |
| • Deadline for Questions          | April 6, 2016 at 5:00pm   |
| • Bid Due Date                    | April 14, 2016 at 12:00pm |
| • Bid Opening                     | April 14, 2016 at 2:00pm  |
| • Selection Recommendation to BOC | April 26, 2016            |
| • Work to begin                   | May 2016                  |

**Sealed bids will be accepted no later than 12:00 Noon, Thursday, April 14, 2016.** Any bid received after said time and date will not be considered by Owner. Bids will be opened in the Conference Room on the Main Floor at 30 North Broad Street at 2:00 p.m., April 14, 2016. Bids will be reviewed and a recommendation will be presented to the Barrow County Board of Commissioners within sixty (60) days of bid opening.

**BIDS SHALL BE SUBMITTED TO:**  
**Barrow County Board of Commissioners**  
**Clerks Office**  
**30 North Broad Street**  
**Winder, GA 30680**

**REFERENCES:** Please provide references with the bid using the attached document (2 pages).

**INSURANCE REQUIREMENTS:** The contractor selected for this project will be required to meet the insurance requirements stipulated in the Barrow County Construction Agreement.

**CONSTRUCTION AGREEMENT:** All submitting contractors are required to execute the Construction Agreement included in this package to indicate the willingness to comply with all terms of the Construction Agreement and to submit the executed Construction Agreement with the bid. *(Please leave date and amount of agreement blank)*. Upon award of the Project to the winning contractor, the County will execute the Construction Agreement. Please be advised that the contractor's execution of the Construction Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Construction Agreement. Exhibits B, D, E & G to the Construction Agreement must be completed when submitting the bid.

**FORMAT:** An original (un-bound) and four copies of the bid are to be submitted. Each should include a cover page which should identify the RFB number, title, and the name of the company submitting the bid.

It is the responsibility of each contractor to ensure that all information in the bid is easily readable by Owner. Owner, at its sole discretion, may reject any bid which is unclear in any way.

**DOCUMENTS:** The following are included in this Request for Bids:

- Memo (1 Page)
- Request for Bid (6 Pages)
- Technical Specifications (42 Pages)
- GDOT Standard Details & Specifications (15 Pages)
- Sidewalk Map (1 Page)
- Site Map (1 Page)
- Location Maps (8 Pages)
- Station Log (2 Pages)
- Handrail Examples (4 Pages)
- Surveys (6 Pages)
- Bid Form (9 Pages)
- References Document (2 Pages)
- Bid Bond (2 Pages)
- Payment Bond (3 Pages)

- Performance Bond (3 Pages)
- Construction Agreement (34 Pages)
- Notice Of Award (1 Page)
- Notice To Proceed (1 Page)
- Barrow County Ethics Policy (30 Pages)

**DELIVERABLES:** The following are required in bid submittals:

- Bid Form (Submit One Original and Four Copies)
- Bid Security (Use Barrow County Form Only)
- References Document
- Executed Construction Agreement (As Stated Earlier)

**RIGHT TO SUBMITTED MATERIALS:** All responses, inquires, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the bidding contractor shall be properly identified with their name and will become the property of the Owner when received.

**EVALUATION AND SELECTION:** Bids will be reviewed and one bid will be selected that, in the opinion of the Owner, is the lowest responsive and responsible bidder.

Barrow County reserves the right to reject any and all bids submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting bids. The County, in its sole discretion, also reserves the right to waive any formalities or technicalities relative to any or all bids. Where two or more contractors are deemed equal, the County reserves the right to make the award to one of the contractors. At the County's discretion, presentations may be requested as part of the evaluation process. Barrow County reserves the right to retain all bids submitted.

There is no expressed or implied obligation for Barrow County to reimburse any contractor for any expense incurred in preparing or presenting a bid in response to this RFB.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the bidding contractor selected will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, any part thereof, without written consent by the Owner.

**WARRANTY:**

The contractor selected for this project will be required to provide the warranty of goods and services stipulated in the Barrow County Construction Agreement attached hereto and incorporated herein by reference.

**GDOT REQUIREMENT:**

Nondiscrimination: The County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or handicap/disability in consideration for an award.

**LOCAL VENDOR'S PREFERENCE:**

Because bids awarded to Local Vendors contribute to the County's tax base and promote the local economy, the County has determined that, under certain circumstances described in this Section, Local Vendors shall be provided an additional privilege, whenever not otherwise prohibited by State law (including, but not limited to, public works and road construction projects as contemplated by Section 1-7(6) of the County's Purchasing Policy), when bidding against non-Local Vendors.

For bids in the amount of \$25,000.00 or more, if a Local Vendor's bid shall meet all specifications and does not exceed four percent (4%) more than the lowest responsive and responsible bidder, the lowest bidding Local Vendor shall be offered three (3) business days from the opening of such bids in which to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor. If such Local Vendor shall not agree to match the low bid, then the next lowest Local Vendor, if any, shall be offered within three (3) business days thereafter to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor, and so on until all applicable Local Vendors are offered the opportunity to match the low bid.

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## TECHNICAL SPECIFICATIONS

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## SECTION 1

### GENERAL

#### 1.01 SCOPE OF WORK:

The Contractor shall be required to complete all items under Bid Form Option "A", Bid Form Option "B", or Bid Form Option "C". Work under this contract shall include the furnishing of all materials, equipment, labor, design and means of constructing a sidewalk along the north side of Haymon Morris Road.

Maximum cross-slope of sidewalks shall not exceed 2% grade. Preferred Longitudinal slope of sidewalks to be less than 5% grade, grades over 5% are considered ramps and ramps to not exceed a 1:12 grade with ADA requirements. Level landing increments required as needed.

#### This project under Option "A" will include:

All work to include design, permitting, layout and installation of concrete sidewalk, concrete curb & gutter, pavement markings, incidental walls, grading, import of fill (approximately 1500 cubic yards) clearing, stormwater pipe and all incidental work for the project. The Contractor's engineer shall also provide the design, inspections and material testing for the concrete retaining walls with supporting documentation to be provided to Barrow County. The Contractor shall provide the design for the three (3) retaining wall locations. The contractor shall provide the design and the erosion & sediment control plans for the sidewalks. The 4" concrete header curb at the outside edge of the sidewalk (certain locations) shall include gaps where required for drainage. The Contractor shall place the sidewalks and concrete walls according to the attached: one (1) site map, one (1) sidewalk map, eight (8) location maps, two (2) pages of Station Log, fifteen (15) pages of GDOT standard details & specifications, forty two (42) pages of Technical Specifications. The attached pictures of the handrails are examples only. Barrow County shall be responsible for any needed temporary construction easements if required. The sidewalks will be located within the existing rights of ways. Six (6) surveys showing the road rights of ways are attached for referenced. Barrow County shall be responsible for relocating any utilities. The Contractor shall be responsible for notifying the Utilities Protection Center before any grading. The Contractor shall be required to perform a compaction roll test on the subgrade before pouring the concrete sidewalks, in the presence of a County inspector. The concrete curb & gutter shall be tapered at the ending points per GDOT standards.

#### This project under Option "B" will include:

All items **except** those items in which Barrow County will provide the materials and labor such as the clearing, grubbing, grading, backfill, provide/place/compact fill, compact subgrade, provide & install storm pipe, design/e&s plans, layout/staking, permitting, grassing, silt fence, construction ahead signs and traffic control drums.

#### This project under Option "C" – Deductive Alternate will include:

The Barrow County Board of Commissioners would like the option if they so choose to deduct certain sections of the base bid. Please complete the Bid Form Option "C" in the event the Board chooses to select this bid option.

The Contractor shall be responsible for insuring satisfactory workmanship and safety precautions are provided for this project. The Contractor shall be responsible for insuring that all work equipment, heavy equipment, etc. are not left in or along the shoulder of the road at the end of the work day. Contractor is responsible for insuring traffic control is in accordance with the current edition of the Manual on Uniform Traffic Control Devices. The Contractor is responsible for insuring all material and labor are in accordance with current Georgia Dept. of Transportation Standards, Details, Special Provisions and Specifications. All grading and curb & gutter work shall

be completed during out of school months (June/July). The Project Manager for the County will be Darrell Greeson.

Contractor shall be paid for work performed based upon satisfactory inspections and completion of items on Bid Form Option "A", Bid Form Option "B", or Bid Form Option "C". Payment will be based upon material tickets and actual quantities installed. Progress payments shall be made for work completed on the Bid Form items and based upon actual quantities installed. Material tickets must be submitted with pay requests supporting charges.

#### 1.02 LICENSES AND PERMITS:

The Contractor shall be responsible for obtaining and paying for all necessary local and state construction licenses and permits. Contractor shall have a Commercial General Contractor License issued by the State of Georgia.

Contractor shall have a Utility Contractor's license issued by the State of Georgia.

All required design drawings shall be stamped by a Professional Engineer registered in the State of Georgia and shall be submitted to Barrow County for review.

#### 1.03 SAFETY REQUIREMENTS:

All construction work shall be performed in accordance with established construction safety standards and the requirements of the Occupational Safety and Health Administration. The Contractor shall be generally responsible for the safety of the employees and the public in the work area for the duration of the project. No construction equipment shall be left unattended within the clear zone of a public right-of-way.

#### 1.04 COORDINATION WITH THE PROJECT REPRESENTATIVE.

A. During the course of the work under this contract, the Contractor shall be responsible for keeping the Owner or the Owner's representative informed of his work schedule, and of his requirements concerning matters such as inspections as herein specified.

B. Any work subject to inspection or testing by the Owner or by the Project Representative which is installed without notification in time for such testing or inspection to be performed shall be subject to removal and replacement by the Contractor at no additional cost to the Owner.

C. The Contractor shall put no workmen on the job nor perform any work on any portion of the project without prior knowledge of the Owner that such work is to be done, the place of work, and the scheduled starting time. A 24-hour notification to the Owner or the Project Representative shall be considered the minimum notification requirement for such activity.

D. The Contractor shall not perform work on Saturdays, Sundays, or at night without the prior approval of the Owner or the Owner's representative.

#### 1.05 LOCATION OF EXISTING UTILITIES

A. The Contractor shall be responsible for locating existing water lines, storm drains and other utilities and appurtenances. Precise locations of such items shown in the drawings are not implied, and the Contractor must verify exact locations.

B. Locations of underground utilities such as power, gas, and telephone shall be obtained by the Contractor by properly notifying the utility companies and providing sufficient time for representatives to mark locations of underground facilities and, if necessary, to protect them during the construction period. In no case, shall the Contractor begin underground excavation without providing proper notification and time for response.

1.06 PROTECTION AND REPLACEMENT OF EXISTING UTILITIES.

A. The contractor shall protect all existing utilities from damage during his operations.

B. In cases where the Contractor damages or disrupts existing water, gas, telephone, sewer lines, or other underground service facilities, such facilities shall be replaced or repaired at no expense to the Owner.

1.07 APPROVAL OF MATERIAL AND EQUIPMENT:

A. The Contractor shall submit shop drawings and/or manufacturer's description sheets for the following materials and designs for the approval of the Owner within 10 days after notice to proceed unless otherwise stated in the Supplemental Conditions:

1. Storm water pipe (Option "A" or "C")
2. Specialty Items as directed by Owner

B. Submittals shall include six copies for each item. Drawings and manufacturer's descriptive material shall include sufficient detail to clearly establish that the item submitted meets the specifications in the Contract Documents.

C. Items installed without prior approval of the Owner shall be subject to removal and replacement at the Contractor's cost.

1.08 TESTING.

Testing will be performed in accordance with the procedures detailed for each section of the system improvements. Payment for testing and general acceptance procedures are to be included in the construction costs bid for each item to be tested.

Compaction testing shall be required for sub-grade, prior to installation of concrete sidewalk and/or wall footings.

Testing shall be required for borrow pit, if applicable.

1.09 PRECONSTRUCTION CONFERENCE.

A. After the Notice to Proceed is issued and prior to the start of any construction, a pre-construction conference shall be held.

B. The following people shall be invited to attend:

1. Owner
2. Contractor (Officer of Company)
3. Contractor's Job Superintendent
4. Project Engineer
5. Owner's Project Representative

#### 1.10 CONTRACTOR'S QUALIFICATIONS:

A. The Contractor shall submit written certification with the bid package that his or her firm has been responsible for at least five similar projects over the past 3 years, specifically sidewalk projects for local or state governments or other institutions. The Contractor shall submit a letter with the following information:

1. Names of Projects
2. Locations / Size / Length or projects
3. Dollar Amounts of Contracts
4. Managers or Owners and their contact information
5. List of Other Completed Projects

B. If the Contractor should sub-contract for any portion of the work under this contract, then the sub-contractor will also be required to submit qualification records for the Owner's approval.

C. The Contractor shall be required to have a business telephone that is staffed during normal working hours.

#### 1.11 CERTIFICATIONS REQUIRED

A. Contractor shall provide record of requisite compaction testing by an approved testing laboratory / company.

B. Structural concrete installation shall require form and steel reinforcing inspection, prior to installation of concrete. Design engineer shall submit letter to Owner stating that forms and reinforcing steel was prepared in compliance with approved design drawings.

C. Upon completion but prior to final project acceptance, contractor shall provide letter from structural designer stating that structure is built in compliance with approved drawings and specifications.

#### 1.12 INSURANCE REQUIREMENTS

A. Contractor's Insurance....The Contractor selected for this project will be required to meet the insurance requirements stipulated in the Barrow County Construction Agreement.

B. Design engineer shall hold Professional Liability insurance....

#### 1.13 PAYMENT

A. Payment shall be made to the Contractor in accordance with bid form included with these contract documents. No additional payment shall be made unless otherwise specified.

## SECTION 2

### CLEARING

#### 2.01 DESCRIPTION:

- A. Work included: Clear and grub the site as shown on the Drawings and specified herein.

#### 2.02 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

#### 2.03 MATERIALS:

- A. Provide materials, not specifically described but required for proper completion of the work of this Section, as selected by the Contractor subject to the approval of the Engineer.

#### 2.04 SURFACE CONDITIONS:

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

#### 2.05 PROTECTION:

- A. Protect existing utilities indicated or made known.
- B. Protect trees and shrubs, where indicated to remain, by providing a fence around the tree or shrub of sufficient distance away and of sufficient height so trees and shrubs will not be damaged in any way as part of this Work.
- C. Protection of persons and property:
  - 1. Barricade open depressions and holes occurring as part of this Work, and post warning lights on property adjacent to or with public access.
  - 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.

3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under this Section.

D. Maintain access to the site at all times.

2.06 CLEARING:

- A. Clean out roots 1" in diameter and larger to a depth of at least 12" below the existing ground surface or subgrade of new graded surface, whichever is lower. Treat roots remaining in the soil with a weed killer approved by the Engineer.

2.07 CONSERVATION OF TOPSOIL:

- A. After the area has been cleared of vegetation, strip the existing topsoil to the depth necessary to provide at least 6" depth of topsoil in areas shown on the Drawings to be grassed, turfed or planted, without contamination with subsoils.
- B. Stockpile in an area clear of new construction.
- C. Maintain the stockpile in a manner which will not obstruct the natural flow of drainage.
  1. Maintain stockpile free from debris and trash.
  2. Keep the topsoil damp to prevent dust and drying out.

2.08 DISPOSAL:

- A. General:
  1. Remove brush, grass, roots, trash, and other material from clearing operations.
  2. Dispose of away from the site in a legal manner.
  3. Do not store or permit debris to accumulate on the job site.
  4. Do not burn debris at the site.

2.09 UTILITIES:

- A. Coordinate with utility companies and agencies as required.
- B. Where utility cutting, capping, or plugging is required, perform such work in accordance with requirements of the utility company or governmental agency having jurisdiction.

SECTION 3

EARTHWORK

3.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other sections of these specifications, apply to this Section.

3.02 SUMMARY:

- A. This Section includes the following:
  - 1. Preparing of subgrade for building slabs, walks, and pavements.
  - 2. Drainage fill course for support of building slabs and retaining walls is included as part of this work.
  - 3. Excavating and backfilling for underground utilities.
- B. Final Grading, together with placement and preparation of topsoil for lawns and planting, is included as part of this Work.

3.03 DEFINITIONS:

- A. Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.
- B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.
  - 1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Engineer.
  - 2. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.
- C. Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer, who will make an inspection of conditions. If Engineer determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by Engineer. Areas indicated on drawings as “undercut areas”

should be excavated to a depth of 6' below existing grades and the soil that has been removed shall be spread and allowed to dry to optimum moisture content and replaced to required compaction requirements at proper thickness. The indicated areas to be undercut shall be done within the Scope of this Work. The Contract Sum may be adjusted by an appropriate Change Order if additional undercutting is required outside the Scope of the Work indicated.

1. Removal of unsuitable material and its replacement as directed will be paid on basis of Conditions of the Contract relative to changes in work.
- D. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, drainage fill, or topsoil materials.
- E. Structure: Buildings, foundations, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.

#### 3.04 SUBMITTALS:

- A. Test Reports: Submit the following reports directly to Engineer from the testing services, with copy to Contractor:
1. Test reports on borrow material.
  2. Verification of suitability of each footing subgrade material, in accordance with specified requirements.
  3. Field reports; in-place soil density tests.
  4. One optimum moisture-maximum density curve for each type of soil encountered.
  5. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

#### 3.05 QUALITY ASSURANCE:

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.
- B. Testing and Inspection Service: Owner will employ and pay for a qualified independent geotechnical testing and inspection laboratory to perform soil testing and inspection service during earthwork operations, if required.
- C. Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing laboratory must demonstrate to Engineer's satisfaction, based on evaluation of laboratory submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of the Work.

3.06 PROJECT CONDITIONS:

- A. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
  - 1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
  - 2. Do not interrupt existing utilities serving facilities occupied by Owner or others, during occupied hours, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.
    - a. Provide minimum of 48-hour notice to Engineer, and receive written notice to proceed before interrupting any utility.
  - 3. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shutoff of services if lines are active.
- B. Use of Explosives: Use of explosives is not permitted unless permitted by Engineer and local authorities.
- C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
  - 1. Operate warning lights as recommended by authorities having jurisdiction.
  - 2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
  - 3. Perform excavation by hand within dripline of large trees to remain. Protect root systems from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

3.07 SOIL MATERIALS:

- A. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP.
- B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, and natural or crushed sand.

- D. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, with 100 percent passing a 1-1/2 inch sieve and not more than 5 percent passing a No. 4 sieve.
- E. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.

### 3.08 EXCAVATION:

- A. Excavation Classifications: The following classifications of excavation will be made when rock is encountered:
  - 1. Earth Excavation includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed; together with earth, topsoil and other materials encountered that are not classified as rock or unauthorized excavation.
  - 2. Rock excavation for trenches and pits includes removal and disposal of materials and obstructions encountered that cannot be excavated with a track-mounted power excavator, equivalent to Caterpillar Model No. 215C LC, and rated at not less than 115 HP flywheel power and 32,000-pound drawbar pull and equipped with a short stick and a 42-inch wide, short tip radius rock bucket rated at 0.81 cubic yard (heaped) capacity. Trenches in excess of 10 feet in width and pits in excess of 30 feet in either length or width are classified as open excavation.
  - 3. Rock excavation in open excavations includes removal and disposal of materials and obstructions encountered that cannot be dislodged and excavated with modern, track-mounted, heavy-duty excavating equipment without drilling, blasting, or ripping. Rock excavation equipment is defined as Caterpillar Model No. 973 or equivalent track-mounted loader, rated at not less than 210 HP flywheel power and developing minimum of 45,000-pound breakout force (measured in accordance with SAE J732).
    - a. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock hard cementitious aggregate deposits.
    - b. Intermittent drilling, blasting, or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.
- B. Do not perform rock excavation work until material to be excavated has been cross-sectioned and classified by Engineer. Such excavation will be paid on basis of Contract Conditions relative to changes in work.

- C. Rock payment lines are limited to the following:
  - 1. Two feet outside of concrete work for which forms are required, except footings.
  - 2. One foot outside perimeter of footings.
  - 3. In pipe trenches, 6 inches below invert elevation of pipe and 2 feet wider than inside diameter of pipe, but not less than 3 feet minimum trench width.
  - 4. Outside dimensions of concrete work where no forms are required.
  - 5. Under slabs on grade, 6 inches below bottom of concrete slab.

### 3.09 STABILITY OF EXCAVATIONS:

- A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- C. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.

### 3.10 DEWATERING:

- A. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
  - 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
  - 2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

### 3.11 STORAGE OF EXCAVATED MATERIALS:

- A. Stockpile excavated materials acceptable for backfill and fill where directed. Place,

grade, and shape stockpiles for proper drainage.

1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.
2. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.

### 3.12 EXCAVATION FOR STRUCTURES:

- A. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection.
  1. Excavations for footings and foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

### 3.13 EXCAVATION FOR PAVEMENTS:

- A. Cut surface under pavements to comply with cross-sections, elevations and grades as indicated.

### 3.14 TRENCH EXCAVATION FOR PIPES AND CONDUIT:

- A. Excavate trenches to uniform width, sufficiently wide to provide ample working room and a minimum of 6 to 9 inches of clearance on both sides of pipe or conduit.
- B. Excavate trenches and conduit to depth indicated or required to establish indicated slope and invert elevations and to support bottom of pipe or conduit on undisturbed soil. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
  1. Where rock is encountered, carry excavation 6 inches below required elevation and backfill with a 6-inch layer of crushed stone or gravel prior to installation of pipe.
  2. For pipes or conduit less than 6 inches in nominal size, and for flat-bottomed, multiple-duct conduit units, do not excavate beyond indicated depths. Hand-excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.
  3. For pipes and equipment 6 inches or larger in nominal size, shape bottom of trench to fit bottom of pipe for 90 degrees (bottom 1/4 of the circumference). Fill depressions with tamped sand backfill. At each pipe joint, dig bell holes

to relieve pipe bell of loads ensure continuous bearing of pipe barrel on bearing surface.

3.15 COLD WEATHER PROTECTION:

- A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.16 BACKFILL AND FILL:

- A. General: Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials specified in Part 2 of this Section.
  - 1. Under grassed areas, use satisfactory excavated or borrow material including all excess topsoil.
  - 2. Under walks and pavements, use subbase material, satisfactory excavated or borrow material, or a combination.
  - 3. Under steps, use subbase material.
  - 4. Under building slabs and retaining walls, use drainage fill material.
  - 5. Under piping and conduit and equipment, use subbase materials where required over rock bearing surface and for correction of unauthorized excavation. Shape excavation bottom to fit bottom 90 degrees of cylinder.
  - 6. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and that are carried below bottom of such footings or that pass under wall footings. Place concrete to level of bottom of adjacent footing.
    - a. Concrete is specified in Section 4.
    - b. Do not backfill trenches until tests and inspections have been made and backfilling is authorized by Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.
  - 7. Provide 4-inch-thick concrete base slab support for piping or conduit less than 2'-6" below surface of roadways. After installation and testing of piping or conduit, provide minimum 4-inch-thick encasement (sides and top) of concrete prior to backfilling or placement of roadway subbase.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:
  - 1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
  - 2. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
  - 3. Removal of concrete formwork.
  - 4. Removal of trash and debris from excavation.
  - 5. Permanent or temporary horizontal bracing is in place on horizontally

supported walls.

### 3.17 PLACEMENT AND COMPACTION:

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
  - 1. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.
- B. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- C. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- D. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.
- E. Control soil and fill compaction, providing minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts as directed by Engineer if soil density tests indicate inadequate compaction.
  - 1. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with ASTM D 698:
    - a. Under structures, building slabs and steps, walkways and pavements, compact each layer of backfill or fill material at 97 percent maximum density.
    - b. Under lawn or unpaved areas, compact each layer of backfill or fill material at 97 percent maximum density.
  - 2. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.

- a. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
- b. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

### 3.18 GRADING:

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:
  1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevations.
  2. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10 foot above or below required subgrade elevation.
  3. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 2 inch above or below required subgrade elevation.
- C. Grading Surface of Fill under Building Slabs and Retaining Walls: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2 inch when tested with a 10-foot straightedge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

### 3.19 PAVEMENT SUBBASE COURSE:

- A. General: Subbase course consists of placing subbase material, in layers of specified thickness, over subgrade surface to support a pavement base course.
  1. Refer to other sections for paving specifications.
- B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.

- C. Placing: Place subbase course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations.
  - 1. When a compacted subbase course is indicated to be 6 inches thick or less, place material in a single layer. When indicated to be more than 6 inches thick, place material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

### 3.20 BUILDING SLAB DRAINAGE COURSE:

- A. General: Drainage course consists of placement of drainage fill material, in layers of indicated thickness, over subgrade surface to support concrete building slabs.
- B. Placing: Place drainage fill material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting material during placement operations.
  - 1. When a compacted drainage course is indicated to be 6 inches thick or less, place material in a single layer. When indicated to be more than 6 inches thick, place material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

### 3.21 FIELD QUALITY CONTROL:

- A. Quality Control Testing During Construction: Allow testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed.
  - 1. Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), as applicable.
  - 2. Footing Subgrade: For each strata of soil on which footings will be placed, perform at least one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata when acceptable to Engineer.
  - 3. Paved Areas and Building Slab Subgrade: Perform at least one field density test of subgrade for every 2,000 sq. ft. of paved area or building slab, but in no case fewer than three tests. In each compacted fill layer, perform one field density test for every 2,000 sq. ft. of overlaying building slab or paved area, but in no case fewer than three tests.
  - 4. Foundation Wall Backfill: Perform at least two field density tests at locations and elevations as directed.
  - 5. If in opinion of Engineer, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform

additional compaction and testing until specified density is obtained.

3.22 EROSION CONTROL:

- A. Provide erosion control methods in accordance with requirements of authorities having jurisdiction.

3.23 MAINTENANCE:

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.24 DISPOSAL OF EXCESS AND WASTE MATERIALS:

- A. Removal to Designated Areas on Owner's Property: Transport acceptable excess excavated material to designated areas on Owner's property. Stockpile soil or spread as required by specifications.
- B. Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash, and debris, and dispose of it off Owner's property.

## SECTION 4

### CONCRETE WALKS AND PAVEMENT

#### 4.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Technical Specification Sections, apply to this section.

#### 4.02 SUMMARY:

- A. Extent of portland cement concrete paving is shown on drawings, including curbs, gutters and walkways.
- B. Prepared subbase is specified in "Earthwork" section.
- C. Concrete and related materials are specified in this section.

#### 4.03 SUBMITTALS:

- A. Provide samples, manufacturer's product data, test reports, and materials' certifications as required in referenced sections for concrete and joint fillers and sealers.

#### 4.04 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.

#### 4.05 JOB CONDITIONS:

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

#### 4.06 MATERIALS:

- A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
- B. Use flexible spring steel forms or laminated boards to form radius bends as required.
- C. Coat forms with a nonstaining form release agent that will not discolor or deface surface of concrete.

- D. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A 185.
  - 1. Furnish in flat sheets, not rolls, unless otherwise acceptable to Engineer.
- E. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 40.
- F. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 40. Cut bars true to length with ends square and free of burrs.
- G. Metal Expansion Caps: Furnish for one end of each dowel bar in expansion joints. Design caps with one end closed and a minimum length of 3" to allow bars movement of not less than 1", unless otherwise indicated.
- H. Hook Bolts: ASTM A 307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- I. Concrete Materials: Comply with requirements of applicable Division 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.
- J. Expansion Joint Materials: Comply with requirements of applicable Division 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.
- K. Expansion Joint Materials: Comply with requirements of applicable Division 7 sections for preformed expansion joint fillers and sealers.
  - 1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

- "Masterseal"; Master Builders.
- "A-H 3 Way Sealer"; Anti-Hydro Waterproofing Co.
- "Ecocure"; Euclid Chemical Co.
- "Clear Seal"; A. C. Horn.
- "J-20 Acrylic Cure"; Dayton Superior.
- "Sure Cure"; Kaufman Products Inc.
- "AR -30" W.R. Meadows.
- "Spartan-Cote"; The Burke Co.
- "Sealkure"; Toch Div. - Carboline.
- "Kure-N-Seal"; Sonneborn-Contech.
- "Polyclear"; Upco Chemical/USM Corp.

"L&M Cure"; L & M Construction Chemicals.  
"Klearseal"; Setcon Industries.  
"LR-152"; Protex Industries.  
"Hardtop"; Gifford - Hill.

- L. Anti-Spalling Compound: 50% (by volume) boiled linseed oil and 50% (by volume) mineral spirits, complying with AASHTO M-223.
- M. Liquid-Membrane Forming Curing Compound: Complying with ASTM C 309, Type I, Class A unless other type acceptable to Engineer. Moisture loss not more than 0.055 gr./sq. cm. when applied at 200 sq. ft./gal.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"J-40 Bonding Agent"; Dayton superior Corp.  
"Weldcrete"; Larsen Products.  
"Everbond"; L&M Construction Chemicals.  
"EucoWeld"; Euclid Chemical Co.  
"Hornweld"; A.C. Horn  
"Sonocrete"; Sonneborn-Contech.  
"Acrylic Bondcrete"; The Burke Co.

- N. Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suit project requirements.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"J-40 Bonding Agent"; Dayton superior Corp.  
"Weldcrete"; Larsen Products.  
"Everbond"; L&M Construction Chemicals.  
"EucoWeld"; Euclid Chemical Co.  
"Hornweld"; A.C. Horn  
"Sonocrete"; Sonneborn-Contech.  
"Acrylic Bondcrete"; The Burke Co.

#### 4.07 CONCRETE MIX, DESIGN, AND TESTING:

- A. Comply with requirements of applicable sections for concrete mix design, sampling and testing, and quality control and as herein specified.

- B. Design mix to produce normal-weight concrete consisting of portland cement, aggregate, water-reducing or high-range water-reducing admixture (superplasticizer), air-entraining admixture, and water to produce the following properties:
  - 1. Compressive Strength: 3000 psi, minimum at 28 days, unless otherwise indicated.
  - 2. Slump Limits: 8 inches minimum for concrete containing high-range water-reducing admixture (superplasticizer); 3 inches for other concrete.
  - 3. Air Content: 5 to 8 percent.

4.08 SURFACE PREPARATION:

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

4.09 FORM CONSTRUCTION:

- A. Set forms to required grades and lines, braced and secured. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork for grade and alignment to following tolerances:
  - 1. Top of forms not more than 1/8 inch in 10 feet.
  - 2. Vertical face on longitudinal axis, not more than 1/4 inch in 10 feet.
- C. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.
- D. Slope step treads at 1/4 inch per foot to drain.

4.10 REINFORCEMENT:

- A. Locate, place and support reinforcement as specified in applicable sections, unless otherwise indicated.

4.11 CONCRETE PLACEMENT:

- A. General: Comply with requirements of applicable sections for mixing and placing concrete, and as herein specified.
- B. Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until

they are at required finish elevation and alignment.

- C. Place concrete by methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices. Use bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- D. Deposit and spread concrete in a continuous operation between transverse joints as far as possible. If interrupted for more than 1/2 hour, place a construction joint.
- E. When adjacent pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained sufficient strength to carry loads without injury.
- F. Curbs and Gutters: Automatic machine may be used for curb and gutter placement at Contractor's option. If machine placement is to be used, submit revised mix design and laboratory test results that meet or exceed minimums specified. Machine placement must produce curbs and gutters to required cross-section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

#### 4.12 JOINTS:

- A. General: Construct expansion, weakened-plane (contraction), and construction joints true to line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated.
- B. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.
- C. Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:
  - 1. Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.
  - 2. Sawed Joints: Form weakened-plane joints with powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.

3. Inserts: Use embedded strips of metal or sealed wood to form weakened-plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.
- D. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for more than 1/2 hour, except where such placements terminate at expansion joints.
    1. Construct joints as shown or, if not shown, use standard metal keyway-section forms.
    2. Where load transfer-slip dowel devices are used, install so that one end of each dowel bar is free to move.
  - E. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects, unless otherwise indicated.
    1. Locate expansion joints at 20 feet o.c. for each pavement lane and 30 feet o.c. for concrete sidewalks unless otherwise indicated.
  - F. Extend joint fillers full width and depth of joint, not less than 1/2 inch or more than 1 inch below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.
  - G. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.
  - H. Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.
  - I. Fillers and Sealants: Comply with requirements of applicable sections for preparation of joints, materials, installation, and performance.

#### 4.13 CONCRETE FINISHING:

- A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.
- B. After floating, test surface for trueness with a 10-ft. straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
- C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an

edging tool, and round to 1/2-inch radius, unless otherwise indicated. Eliminate tool marks on concrete surface.

- D. After completion of floating and when excess moisture or surface sheen has disappeared, complete troweling and finish surface as follows:
  - 1. Broom finish by drawing a fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to Engineer.
  - 2. On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic.
- E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by Engineer.

#### 4.14 CURING:

- A. Protect and cure finished concrete paving in compliance with applicable sections. Use membrane-forming curing and sealing compound or approved moist-curing methods.
- B. Anti-Spalling Treatment: A second coat of curing and sealing compound may be used or an anti-spalling compound applied over concrete cured by continuous moist-curing methods. Apply compounds to concrete surfaces no sooner than 28 days after placement, to clean, dry concrete free of oil, dirt, and other foreign material. Apply curing and sealing compound at a maximum coverage rate of 300 sq. ft/gallon. Apply anti-spalling compound in two sprayed applications. First application at rate of 40 sq. yds. per gal.; second application 60 sq. yds. per gallon. Allow complete drying between applications.

#### 4.15 REPAIRS AND PROTECTIONS:

- A. Repair or replace broken or defective concrete, as directed by Engineer.
- B. Drill test cores where directed by Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other

foreign material just before final inspection.

## SECTION 5

### SELECTIVE DEMOLITION

5.01 DESCRIPTION:

- A. Work included: Carefully demolish and remove from the site those items scheduled to be so demolished and removed.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and other Sections of these Specifications.

5.02 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

5.03 DISPOSAL:

- A. All items demolished and removed from the jobsite shall be disposed of by Contractor. All costs associated with transportation and disposal of these items shall be considered incidental to the work. There shall be no separate payment for disposal unless otherwise shown in the bid schedule.

5.04 SURFACE CONDITIONS:

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

5.05 DEMOLITION:

- A. By careful study of the Contract Documents, determine the location and extent of selective demolition to be performed.
- B. In company with the Engineer, visit the site and verify the extent and location of demolition required.
  - 1. Carefully identify limits of selective demolition.
  - 2. Mark conduit, etc. as required to enable workmen also to identify items to

be removed and items to be left in place intact.

- C. Prepare and follow an organized plan for demolition and removal of items. Use means and equipment approved for this purpose by governmental agencies having jurisdiction, demolish and remove from the job site existing construction designated to be removed.
  - 1. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction.
  - 2. Completely remove items scheduled to be so demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
  - 3. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.
- D. Demolished material shall be considered to be property of the Contractor and shall be completely removed from the job site.
- E. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

5.06 REPLACEMENTS:

- A. In the event of demolition of items not so scheduled to be demolished, promptly replace such items to the approval of the Engineer and at no additional cost to the Owner.

SECTION 6  
STORM PIPES

6.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

6.02 SUMMARY:

- A. This Section includes storm sewerage system piping and appurtenances as shown on the civil drawings to the point of discharge.
- B. Related Sections: The following sections contain requirements that relate to this section:
  - 1. Section 3 "Earthwork" for excavation and backfill required for storm sewerage system piping and structures.
  - 2. Section 4 "Concrete Work" for cast-in-place concrete drainage structures.

6.03 SUBMITTALS:

- A. General: Submit the following in accordance with general conditions of Contract and other Specification Sections.
  - 1. Product data for drainage piping specialties.
  - 2. Shop drawings for precast concrete storm drainage manholes, outlet boxes, and catch basins, including frames, covers, and grates.

6.04 QUALITY ASSURANCE:

- A. Environmental Compliance: Comply with applicable portions of local environmental agency regulations pertaining to storm sewerage systems.
- B. Utility Compliance: Comply with local utility regulations and standards pertaining to storm sewerage systems.

6.05 PROJECT CONDITIONS:

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations. Verify that storm sewerage system piping may be installed in compliance with original design and referenced standards.
  - 1. Locate existing storm sewerage system piping and structures that are to be abandoned and closed.

6.06 SEQUENCING AND SCHEDULING:

- A. Coordinate with other utility work.

6.07 PIPE AND FITTINGS:

- A. General: Provide pipe and pipe fitting materials compatible with each other.
- B. Corrugated metal pipe, when shown on the plans shall be: Fully bituminous coated, corrugated, galvanized steel pipe size and gage as shown on the drawings. Use 16 gage for sizes 12 in. through 30 in.; 14 gage for sizes 36 in. through 42 in.; and 12 gage for sizes 48 in. through 60 in.
- C. All galvanized corrugated steel culvert pipe shall have 2-2/3" x 1/2" corrugations with the ends of pipe sections reformed to annular corrugations. All connecting bands shall have annular corrugations.
- D. Bituminous coated corrugated steel pipe shall meet the requirements of the current AASHTO M-190.
- E. High Density Polyethylene Pipe, when shown on the plans shall be: Corrugated dual-wall high density polyethylene (HDPE) with smooth interior conforming to ASTM F2648. The pipe shall utilize a bell & spigot joining system sealed with a rubber gasket that meets the requirements of ASTM F477.
- F. Reinforced Concrete Pipe, when shown on the plans shall be meet all applicable requirements and comply with ASTM 14 and AASHTO M86 Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe

6.08 DROP INLETS/JUNCTION BOXES:

- A. Precast Concrete Manholes: ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.
  - 1. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having a separate base slab or base section with integral floor.
  - 2. Riser Sections: 4-inch minimum thickness, 48-inch diameter unless otherwise noted, and lengths to provide depth indicated.
  - 3. Top Section: Eccentric cone type, unless concentric cone or flat-slab-top type is indicated. Top of cone to match grade rings.
  - 4. Grade Rings: Provide 2 or 3 reinforced concrete rings, of 6 to 9 inches total thickness and match 24-inch diameter frame and cover.
  - 5. Gaskets: ASTM C 443, rubber.
  - 6. Steps: Cast into base, riser, and top sections sidewall at 12-to 16-inch intervals.
  - 7. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
  - 8. Channel and Bench: Concrete.
- B. Cast-in-Place Manholes: Reinforced concrete of dimensions and with appurtenances indicated.
  - 1. Bottom, Walls, and Top: Reinforced concrete.
  - 2. Channel and Bench: Concrete.
  - 3. Steps: Cast into sidewall at 12- to 16-inch intervals.
- C. Manhole Steps: Wide enough for an adult to place both feet on one step and designed to prevent lateral slippage off the step.

1. Material: Ductile iron or cast aluminum.
  2. Material: Steel-reinforced plastic.
- D. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, heavy-duty, ductile iron, 24-inch inside diameter by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch-diameter cover, indented top design, with lettering "STORM SEWER" cast into cover.
- E. All precast structures shall conform to ASTM-C-478. Dimensions and reinforcement steel shall be as shown on details.

#### 6.09 CATCH BASINS/DROP INLETS:

- A. Precast Concrete Catch Basins: ASTM C 478 or ASTM C 858, precast reinforced concrete, of depth indicated. Sections shall have provision for rubber gasket joints. Base section slab shall have minimum thickness of 6 inches, riser sections shall have minimum thickness of 6 inches and be 48 inches inside diameter unless otherwise noted, and top section and grade rings shall match 24-inch frame and grate, unless otherwise indicated.
1. Base Section: Base riser section and separate base slab, or base riser section with integral floor.
  2. Riser Sections: Sections shall be of lengths to provide depth indicated.
  3. Top Section: Flat slab type with opening to match grade rings.
  4. Grade Rings: Provide 2 or 3 reinforced concrete rings, of 6 to 9 inches total thickness.
  5. Gaskets: ASTM C 443, rubber.
  6. Steps: Cast into riser sidewall at 12- to 16-inch intervals.
  7. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
  8. Channel and Bench: Concrete.
- B. Cast-in-Place Catch Basins: Reinforced concrete of dimensions and with appurtenances indicated.
1. Bottom, Walls, and Top: Reinforced concrete.
  2. Channel and Bench: Concrete.
- C. Catch Basin Steps: Wide enough for an adult to place both feet on one step and designed to prevent lateral slippage off the step.
1. Material: Ductile iron or cast aluminum.
  2. Material: Steel-reinforced plastic.
- D. Catch Basin Frames and Grates: ASTM A 536 Grade 60-40-18, heavy-duty, ductile iron, 24-inch inside diameter by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch-diameter flat grate having small square or short slotted drainage openings.
- E. Curb Inlets: Precast concrete, brick, or other materials, of dimensions conforming to utility standards.

#### 6.10 OUTFALLS:

- A. General: Construct of cast-in-place reinforced concrete pipe, head wall, apron, tapered sides, and with rip rap, as indicated.
1. Rip Rap: Broken stone, irregular size and shape, weighing a minimum of

50 pounds each.

6.11 CONCRETE AND REINFORCEMENT:

- A. Concrete: Portland cement mix, 3,000 psi.
  - 1. Cement: ASTM C 150, Type II.
  - 2. Fine Aggregate: ASTM C 33, sand.
  - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
  - 4. Water: Potable.
- B. Reinforcement: Steel conforming to the following:
  - 1. Fabric: ASTM A 185, welded wire fabric, plain.
  - 2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

6.12 IDENTIFICATION:

- A. Metallic-Lined Plastic Underground Warning Tapes: Polyethylene plastic tape with metallic core, 6 inches wide by 4 mils thick, solid green in color with continuously printed caption in black letters "CAUTION - SEWER LINE BURIED BELOW."

6.13 PREPARATION OF FOUNDATION FOR BURIED STORM SEWERAGE SYSTEMS:

- A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.
- B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid, and backfill with clean sand or pea gravel to indicated level.
- C. Excavate trenches to the line and grade shown on the plans. The minimum width of the trench shall be 12" plus the outside diameter of the pipe. The maximum width shall be 24" plus the outside diameter of the pipe. Machine trenching may be carried to within four inches of the flow line elevation and the remainder of the trench bottom removed by hand. Undercutting will not be permitted except to obtain a stable bottom. Do not open more trench in advance of pipe laying than is possible to use in laying pipe for that day. Backfill all trenches at the end of each day.
- D. Shape the bottom of the trench to the lower 1/3 of the pipe for a firm bed, or lay the pipe on a flat trench bottom and backfill immediately to 1/4 its diameter and tamp in 4" layers against and under the pipe.

6.14 PIPE APPLICATIONS FOR UNDERGROUND STORM SEWERS:

- A. Pipe type, size and material shall be as shown on the plans.

6.15 INSTALLATION, GENERAL:

- A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of the underground storm sewerage system piping. Location and arrangement of piping layout take into account many design considerations. Install the piping as indicated, to the extent practical.

- B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.
- C. Use manholes or catch basins for changes in direction, except where a fitting is indicated. Use fittings for branch connections, except where direct tap into existing sewer is indicated.
- D. Use proper size increasers, reducers, and couplings, where different size or material of pipes and fittings are connected. Reduction of the size of piping in the direction of flow is prohibited.
- E. Install piping pitched down in direction of flow, at minimum slope of 1 percent, except where indicated otherwise.
- F. Extend storm sewerage system piping to connect to building storm drains, of sizes and in locations indicated.
- G. Install 1-inch-thick extruded polystyrene over underground building drain piping not under building. Width of insulation shall extend minimum of 12 inches beyond each side of pipe. Install directly over and center on pipe center line.
- H. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed, by tunneling, jacking, or a combination of both.
- I. In areas indicated on drawings, a concrete apron shall be poured in the pipe at pavement areas where cover is minimal. The concrete apron shall be 4000 psi concrete a minimum 4 inch thickness and extending 12 inches beyond the width of the pipe on each side.

6.16 MANHOLE JUNCTION BOXES:

- A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finish surface, unless otherwise indicated.
- B. Place precast concrete manhole sections as indicated, and install in accordance with ASTM C 891.
- C. Construct brick manholes as indicated.
- D. Construct cast-in-place manholes as indicated.

6.17 CATCH BASINS:

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

6.18 OUTFALLS:

- A. Construct outfalls of reinforced concrete which will attain 28-day compressive strength of not less than 3000 psi.

6.19 INSTALLATION OF IDENTIFICATION:

- A. Install continuous plastic underground warning tape during back-filling of trench for underground water service piping. Locate 6 to 8 inches below finished grade, directly over piping.

6.20 FIELD QUALITY CONTROL:

- A. Testing: Perform testing of completed piping in accordance with local authorities having jurisdiction.
- B. Cleaning: Clear interior of piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
  - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
  - 2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.
  - 3. Flush piping between manholes to remove collected debris.
- C. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.
  - 1. Make inspections after pipe between manholes and manhole locations has been installed and approximately 2 feet of backfill is in place, and again at completion of project.
  - 2. If inspection indicates poor alignment, debris, displaced pipe, infiltration, or other defects, correct such defects and reinspect.

## SECTION 7

### EROSION AND SEDIMENTATION CONTROL

7.01 DESCRIPTION:

- A. This section consists of the furnishing and installing of slit fences, hay bales, and other provisions as shown on the drawings for the purpose of governing land-disturbing activities.

7.02 DISTURBED SOIL:

- A. The disturbed area and the duration of exposure to erosive elements shall be kept to a practical minimum. All disturbed soil shall be stabilized as quickly as practical. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development.

7.03 EROSION CONTROL STRUCTURES:

- A. Structural erosion control measures must be installed as soon as practical. All structures shall be installed as described on the Grading/Erosion Control Plan.

7.04 SURFACE RUN-OFF WATER:

- A. Sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures as described on the drawings until the disturbed area is stabilized. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping surfaces of fills.

7.05 MAINTENANCE:

- A. The Contractor shall be responsible for maintaining all erosion and sediment control measures and structures during the construction period.

## SECTION 8

### SEEDING, FERTILIZING AND MULCHING

#### 8.01 GENERAL:

- A. Seeding, fertilizing and mulching shall be performed on all areas disturbed by construction. Note: certain areas are to be sodded, see civil plans and specifications on drawings.

#### 8.02 SEED:

- A. Seed shall be delivered to the site in the original sacks as received from the producer, and each sack shall be tagged in accordance with the agricultural seed laws of the United States and State of Georgia. Each sack shall be tagged showing the dealers guarantee as to the year grown, percentage of purity, percentage of germination and the date of the test by which the percentages of purity and germination were determined. All seed sown have a date of test within six months of the date of sowing.
- B. Any seed delivered prior to use, shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other cause.
- C. The mixture to be used shall be as specified on the drawings.

#### 8.03 FERTILIZER:

- A. Commercial fertilizer shall be a complete fertilizer, part of the elements of which are derived from organic sources. Fertilizer for lawn areas shall be a complete formula 10-10-10 or approved equal.
- B. Fertilizer shall be delivered mixed as specified in standard size bags showing weight, analysis and name of manufacturer and shall be stored in a weatherproof storage place, and in such a manner that it will be kept dry and its effectiveness will not be impaired.

#### 8.04 PREPARATION OF AREAS TO BE GRASSED:

- A. All areas within the limits of this project that have been disturbed by construction are to be seeded shall be conditioned by loosening and finely pulverizing the soil to a depth of four (4) inches. The conditioning process shall consist of discing, harrowing and dragging with a plank float or other approved equipment.

8.05 FERTILIZING:

- A. All areas to be seeded shall have complete commercial fertilizer uniformly spread at the rate prescribed by the manufacturer and mixed into the top one and one-half (1-1/2) inch of soil prior to seeding.

8.06 SEEDING:

- A. Before any seed is sown, the area to be seeded shall be soil conditioned as required herein, and brought to a pleasing finished grade in conformance with the plans and as directed. In the event that proper conditioned soil has become compacted by rain, equipment or other sources, the entire area or compacted portions thereof shall be again conditioned as directed, in such a manner as to present a finely pulverized, smooth, even seed bed of not less than two inches (2") in depth at the time of sowing.
- B. After sowing the seed, the entire area shall be lightly raked or dragged, either by hand or mechanical equipment, to cover all the seed to a maximum depth of approximately one-quarter inch (1/4").
- C. All areas within the construction limits of this project, except paved, building and other areas designated, shall be seeded as herein specified.
- D. Grass seed shall be sown evenly by hand or mechanical broadcast in two operations of equal amounts, and at right angles to each other.
- E. No seeding shall be done when wind velocities exceed five miles per hour, or when poor results are being obtained due to adverse soil or weather conditions.

8.07 MULCHING:

- A. All areas planted in grass seed shall be mulched within twenty-four (24) hours after seeding operations have been completed. Straw mulch shall be uniform, loose (not matted) and a maximum depth of one (1) inch. Mulch shall be applied at a rate of 2-1/2 tons per acre.

8.08 GRASSING:

- A. Grassing shall be completed between October 1st and January 1st, or during the season or seasons which are normal for such work as determined by weather conditions and accepted practice in the locality, or for the type of seed being planted.

8.09 FINAL INSPECTION AND ACCEPTANCE:

- A. As soon as the grassed areas have become established as required above, a final inspection of the work will be made, provided a written request for such inspection is given to the Engineer or representative of the owner. If the work is found to be satisfactory and in accordance with all requirements of the contract documents, the work will be accepted.
- B. The Contractor may request inspection for acceptance 60 days after completing all seeding working.
- C. The Engineer and Owner may reject any areas of grassing in which any square foot of area to be grassed has less than 75 percent coverage of the type grass specified.

## Section 441—Miscellaneous Concrete

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### 441.1 General Description

This work includes placing Portland cement concrete as follows:

- As slope paving on end rolls, cut slopes, paved ditches, spillways, and ditch slopes
- In median pavement
- As sidewalks
- In concrete curbs, gutters, curb and gutters, and valley gutters
- As nonreinforced headwalls
- As velocity dissipators and concrete slope drains
- As concrete spillways
- Curb cut wheel chair ramps
- At other locations designated on the Plans or as directed

This work includes subgrade preparations including:

- Fine grading and backfilling
- Forming, furnishing, placing, and finishing concrete
- Constructing weep holes and furnishing and placing the coarse aggregate
- Furnishing and placing preformed joint fillers as shown on the Plans
- Placing driveway concrete as shown on the Plans. Nominal 4 in (100 mm) or 6 in (150 mm) thick as specified or to match existing pavement.

#### 441.1.01 Definitions

General Provisions 101 through 150.

#### 441.1.02 Related References

##### A. Standard Specifications

Section 209—Subgrade Construction

Section 430—Portland Cement Concrete Pavement

Section 500—Concrete Structures

Section 832—Curing Agents

Section 833—Joint Fillers and Sealers

Section 853—Reinforcement and Tensioning Steel

##### B. Referenced Documents

General Provisions 101 through 150.

#### 441.1.03 Submittals

General Provisions 101 through 150.

## Section 441—Miscellaneous Concrete

### 441.2 Materials

Use concrete that conforms to the minimum requirements for Class “B,” as specified in Section 500, except that a one-bag mixer may be used. The requirements of Subsection 500.1.03.G, “Cold Weather Concrete Curing and Protection Plan” and Subsection 500.3.05.X, “Pour Concrete in Cold Weather” for cold weather concrete placement are deleted.

Place miscellaneous concrete only when the air temperature is 40 °F (4 °C) and rising. Protect concrete from freezing for the first 24 hours. Hand finishing is allowed.

Other materials and their Specifications are as follows:

Material	Section
Steel Bars for Concrete Reinforcement	<u>853.2.01</u>
Membrane Curing Compound, Type 2	<u>832.2.03</u>
Dowel and Tie Bars and Reinforcing Steel	<u>853.2.03</u>
Joint Fillers and Sealers	<u>833</u>
Welded Steel Wire for Concrete Reinforcement	<u>853.2.07</u>

#### 441.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

### 441.3 Construction Requirements

#### 441.3.01 Personnel

General Provisions 101 through 150.

#### 441.3.02 Equipment

##### A. Forms

Forms are subject to the Engineer’s approval. Use forms that are:

- Wood or metal that is readily available
- Straight and oiled before each use

Use metal divider plates and templates.

Use the slip form placement method when applicable. If the slip form method does not produce a product with the proper quality, shape, grade, or alignment, the Engineer may require using fixed forms.

##### B. Weep Holes

Provide weep hole drain pockets filled with coarse aggregate to use with weep hole drain pipe or formed openings according to the Plan details.

#### 441.3.03 Preparation

Before placing the concrete, excavate for toe walls, edge walls, and weep hole drain pockets; place coarse aggregate in weep hole drain pockets; and grade, finish, and compact the subgrade surface. Use mechanical tamps for compaction if necessary.

#### 441.3.04 Fabrication

General Provisions 101 through 150.

## Section 441—Miscellaneous Concrete

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### 441.3.05 Construction

#### A. Extent and Thickness of Pavement

See the Plans to determine the areas to be paved and the dimensions.

Thicknesses are subject to a minus tolerance of 0.5 in (13 mm). Do not perform overlay pours.

#### B. Preparation of Subgrade

Finish the subgrade for miscellaneous concrete to the line and grade on the Plans and the following:

1. Compact the subgrade to the same degree as the roadway on which it is placed. Compact the subgrade according to Section 209.
2. If a Contract involves a Roadway and a Bridge Contractor, the Roadway Contractor shall complete the grading for the slope paving.  
The Bridge Contractor shall complete final grading, compacting, dressing, placing, and maintenance to the structures until completion.
3. When placing paving on the front slopes of ditches and shoulders, place any required special materials during the roadway construction.
4. Do not excavate for velocity dissipators, spillways, and slope drains below the foundation elevation. Do not excavate wider than necessary to provide working space or to remove soft, unsuitable material. Backfill with selected material.
5. When fitting spillways to concrete pavement, set the specified dowel bars into the pavement when it is laid. Use metal parting strips to hold the ends of dowels bent into the grooves.

#### C. Concrete

##### 1. Mixing

Mix Class B concrete as specified in Section 500 with the following exceptions:

- a. Use of small capacity job-site batchers and one-bag mixers is allowed. The rate of concrete placement in Subsection 500.3.05.P, "Meet the Minimum Placement Rates" is waived for miscellaneous concrete.
- b. Proportion concrete ingredients volumetrically if the Engineer has approved equipment calibration and operation and the operator is certified by the Office of Materials and Research.

##### 2. Placing and Finishing

Place and finish concrete as follows:

- a. Deposit concrete within forms or against other pavements on a compacted and wetted subgrade to the depth to produce the specified thickness.

**NOTE: Do not place concrete on a muddy or frozen surface.**

- b. Vibrate the headwalls.
- c. Strike off the concrete to a plane surface and finish it with a Type IV or Type V finish as defined in Subsection 500.3.05.AB, "Finish Concrete" and complete the following:
  - 1) **Concrete Slope Paving.** Give a final finish with a stiff-bristle broom. With the Engineer's approval, mechanically convey the concrete to the forms.
  - 2) **Concrete Sidewalks.** Give a Type V finish unless otherwise noted on the Plans. Test the surface with a 10 ft (3 m) straightedge laid parallel to the center line. Eliminate irregularities greater than 0.25 in (6 mm) per 10 ft (3 m) while the concrete is still plastic.  
Ensure that concrete sidewalk constructed as curb cut (wheelchair) ramps has a rough or textured finish.

## Section 441—Miscellaneous Concrete

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- 3) **Concrete Paved Ditches.** Ensure that the surface of the bottom and sides of paved ditches are uniform and true to grade and cross section.

Ensure that straight-grade tangents do not deviate more than 1 in (25 mm) within 10 ft (3 m) when tested with a 10 ft (3 m) straightedge. Do not allow deviation if it reduces the ditch paving thickness, causes water to pond, or alters the direction of flow.

Finish the ditch paving by floating with wood or metal floats to bring mortar to the surface to cover the coarse aggregate.

Use reinforcing that conforms to Plan details if required.

- 4) **Concrete Curbs, Gutters, and Median.** Finish according to Subsection 441.3.05.C.2, "Placing and Finishing." Remove face forms as soon as possible and finish the exposed surfaces with a wood float.

Use a straightedge to test the edge of the gutter and top of the curb and median to conform to the requirements for the adjacent pavement. Irregularities shall not exceed 0.25 in (6 mm) in 10 ft (3 m).

Place the curb and gutter using a machine as long as the results are satisfactory.

- 5) **Curb Cut Wheel chair Ramps.** Construct a Type I, II, or III ramp according to Georgia Standard 9031W. Tie ramps into adjacent paved or unpaved sidewalk and use a rough or textured finish.

### 3. Joints

Follow these procedures to construct joints on slopes, ditches, sidewalks, and curbs, gutters, and medians.

#### a. Slope Paving

Place paving on slopes in horizontal or vertical courses, but not a mixture of both.

- 1) Construct horizontal courses approximately level and at least 3 ft (1m) but no more than 6 ft (1.8 m) wide measured along the slope.

When needed, construct trapezoidal courses at the top and bottom to accommodate sloping berm and ditch line conditions.

- 2) Edge the paving at construction joints between courses with a 0.25 in (6 mm) radius tool.

- 3) Provide vertical contraction or construction joints spaced along the horizontal course at right angles to the horizontal construction joints at approximately 40 ft (12 m) intervals, in line not staggered.

No other vertical lines will be required in horizontal courses.

When using vertical contraction joints, cut them with a tool one-third the depth of the paving during the finishing operation. Edge the contraction joints the same as construction joints.

Vertical courses approximately equal and at least 3 ft (1 m) but no more than 5 ft (1.5 m) wide across the plane of the slope. The desired width is 4 ft (1.2 m). Horizontal lines are not required in vertical courses.

Separate slope paving from the masonry of structures, sidewalks, curbs, and rigid-type roadway pavements of preformed joint filler that are 0.5 in (13 mm) thick.

#### b. Concrete Paved Ditches

Form joints in concrete paved ditches as follows:

- 1) Space contraction joints at 30 ft (9 m) intervals.
- 2) Place expansion joints only where the paved ditch joins the roadway pavement or some other structure.
- 3) Do not use joint sealers for expansion or contraction joints.

#### c. Concrete Sidewalk

Form transverse contraction joints using a tool designed to form a groove one-third the depth of the sidewalk at intervals shown on the Plans.

## Section 441—Miscellaneous Concrete

---

Where sidewalks abut the curb and gutter, ensure that alternate joints coincide. Round the edges with a 0.25 in (6 mm) edger. Make expansion joints according to the materials, dimensions, and locations specified on the Plans.

### d. Concrete Curbs, Gutters, and Medians

Form contraction joints or expansion joints on curbs, gutters, and medians.

- 1) **Contraction Joints.** Ensure that joints in curb, gutters, and medians are spaced the same as the joints in paving. Form joints by using metal divider plates or sawing them as in Section 430.

Form joints at least one-fifth but not greater than one-fourth the depth of the concrete. Except for sawed joints, finish the joints with a 0.25 in (6 mm) edging tool.

For curbs, gutters, and medians adjacent to pavement other than concrete, contraction joints shall be as follows:

- For header curb and combination curb and gutter, install contraction joints spaced no more than 20 ft (6 m) apart.
- For gutter median, install a contraction joints spaced no more than 20 ft (6 m) apart.

- 2) **Expansion Joints.** Form expansion joints according to the Plan details or as directed. Ensure that they coincide with the expansion joints in the adjoining pavement or gutter.

Cut the joint fillers to the same cross section as the construction. Trim flush the material that protrudes after the concrete is finished.

When miscellaneous concrete items are not adjacent to concrete construction, provide expansion joints at an interval of at least 500 ft (150 m).

### e. Curb Cut Wheelchair Ramps

Locate and form expansion joints for curb cut wheelchair ramps according to Georgia Standard 9031W for ramp Type I, II, or III.

## 4. Curing

Use curing methods specified in Subsection 430.3.05.L, "Cure the Concrete." Ensure that the membrane curing compound is Type 2, if used. Pack honeycombed areas immediately after removing the forms.

## D. Backfilling

Backfill the areas as soon as possible without damaging the work.

## E. Clean-Up

When concrete work is complete, clean each surface. Protect the work from stains or other damage until Final Acceptance.

### 441.3.06 Quality Acceptance

General Provisions 101 through 150.

### 441.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

## 441.4 Measurement

### A. Concrete Slope Paving

Concrete slope paving is measured for payment in square yards (meters) of accepted surface area of paving of the specified thickness. Concrete in toe or edge walls, excavation, backfill, weep holes, and aggregates are not measured for separate payment.

## Section 441—Miscellaneous Concrete

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### B. Concrete Sidewalks

Concrete sidewalks are measured in square yards (meters) of the specified thickness, complete in place and accepted. The length is the actual measured length along the surface. The width is the Plan width or as directed. Excavation and backfill are not measured separately for payment.

### C. Concrete Paved Ditches

The area measured for payment is the square yards (meters) of exposed surface area, exclusive of top edges, of the specified thickness placed according to the Plans or as directed. Reinforcing steel, excavation, preparation of subgrade including Type I backfill, forms, and concrete in toe or edge walls are not measured separately for payment.

Type II backfill, when required, will be paid according to Section 207.

### D. Concrete Curbs, Gutter, Median, Pavement, and Combination Curb and Gutter

The following are measured by the linear foot (meter) along the face of the curb:

- Concrete curb and gutter
- Concrete curb
- Concrete header curb

The following are measured by the square yard (meter) or by the linear foot (meter), whichever is specified:

- Concrete gutter
- Concrete valley gutter
- Concrete valley gutter with curb
- Concrete median pavement
- Concrete gutter with raised edge

The length used to compute the square yards (meters) or linear foot (meter) is measured along the center line of the gutter. The width is the total width of the gutter including the curb or raised edge. Concrete doweled integral curb includes dowels.

### E. Concrete Headwalls

Headwalls are measured for payment according to Subsection 500.4.01.B, "Payment per Cubic Yard (Meter)" and Subsection 500.5.01.E, "Filler Concrete." Filler concrete, where required, will be paid for at 60 percent of the Contract Unit Price for Class B concrete.

### F. Concrete Spillways

Concrete spillways regardless of the type specified are measured by the actual number poured complete and accepted.

### G. Concrete Slope Drains

Concrete slope drains are measured in square yards (meters) along the surface, complete and accepted.

### H. Velocity Dissipators

Velocity dissipators are measured in square yards (meters), surface measure, complete and accepted.

### I. Concrete Driveways

Driveway pavement is measured along the surface from the paving edge or back of the curb to where old and new concrete join. The width is the average width constructed.

## Section 441—Miscellaneous Concrete

### J. Curb Cut Wheelchair Ramps

For new construction, curb cut wheelchair ramps will not be measured. For new construction, linear feet (meters) of curb and gutter will include the transitioned curb in front of ramps and square yards (meters) of concrete sidewalk will include ramps. No additional payment will be made for curb cut ramps.

For existing sidewalks, curb cut wheelchair ramps are measured as the actual number formed and poured, complete and accepted. No additional payment will be made for sawing existing sidewalk and removal and disposal of removed material for new ramp construction.

#### 441.4.01 Limits

General Provisions 101 through 150.

### 441.5 Payment

These Items, measured as specified above, will be paid for at the Contract Unit Price per each, per square yard (meter), per linear foot (meter), or per cubic yard (meter).

Payment will be made under:

#### A. Slope Paving

Item No. 441	Concrete slope paving [thick] in (mm)	Per square yard (meter)
--------------	---------------------------------------	-------------------------

#### B. Sidewalks

Item No. 441	Concrete sidewalk (thick) in (mm)	Per square yard (meter)
--------------	-----------------------------------	-------------------------

#### C. Concrete Ditches

Item No. 441	Plain concrete ditch paving (thick) in (mm)	Per square yard (meter)
Item No. 441	Reinforced concrete ditch paving (thick) in (mm), including reinforcing steel	Per square yard (meter)

#### D. Curbs, Gutters, Combination Curb and Gutter, Headers, and Medians

Item No. 441	Concrete curb and gutter, (thick) in (mm)x (width) in (mm)type ____	Per linear foot (meter)
Item No. 441	Concrete header curb, [height] in (mm), type ____	Per linear foot (meter)
Item No. 441	Concrete valley gutter, [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete valley gutter with curb, [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete gutter with raised edge, [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete median [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete median, corrugated [thick] in (mm)	Per square yard (meter)
Item No. 441	Concrete doweled integral curb, type ____ including dowels	Per linear foot (meter)

#### E. Spillways, Drains and Velocity Dissipators

Item No. 441	Concrete spillway type ____	Per each
Item No. 441	Concrete slope drain	Per square yard (meter)
Item No. 441	Velocity dissipators	Per square yard (meter)

#### F. Headwalls

Item No. 441	Concrete headwalls	Per cubic yard (meter)
--------------	--------------------	------------------------

**Section 441—Miscellaneous Concrete**

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**G. Driveway Concrete**

Item No. 441	Driveway concrete ___ in (mm) thick	Per square yard (meter)
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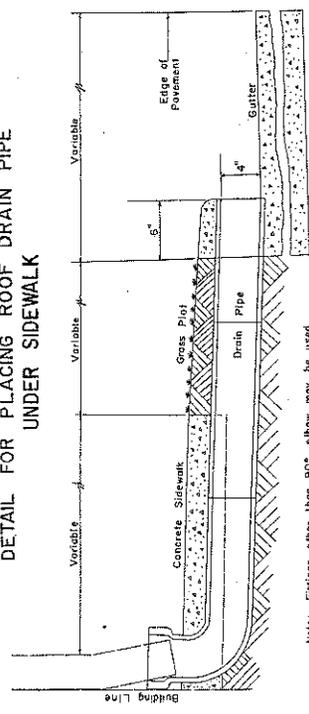
**H. Curb Cut Wheelchair Ramps**

Item No. 441	Curb cut wheelchair ramps, Type ___	Per each
--------------	-------------------------------------	----------

**441.5.01 Adjustments**

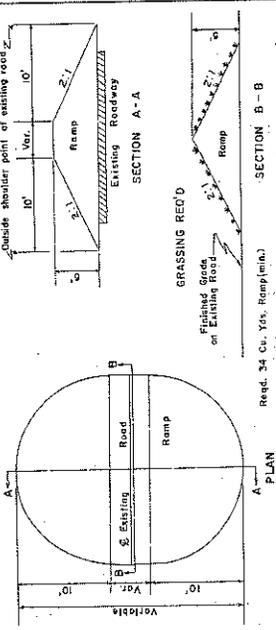
General Provisions 101 through 150.

**DETAIL FOR PLACING ROOF DRAIN PIPE UNDER SIDEWALK**



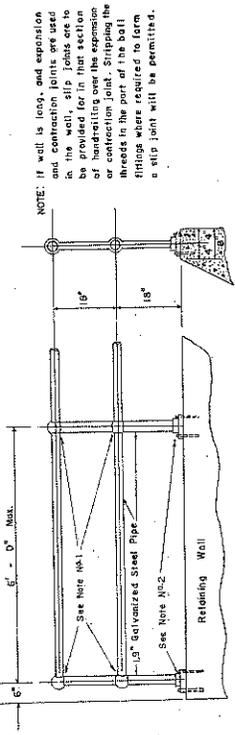
Note: Fittings other than 90° elbow may be used to satisfy other conditions.

**DETAIL OF RAMP TYPE BARRICADE**



NOTE: Materials and construction to be in accordance with Standard Specifications

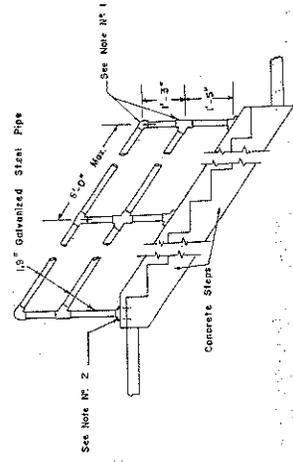
**DETAIL OF PIPE HANDRAIL FOR RETAINING WALL**



NOTE: If well is long, and expansion and contraction joints are used in the wall, the pipe handrail shall be made for that section of handrailing over the expansion or contraction joint. Stripping the threads in the part of the ball fittings where required to form a slip joint will be permitted.

NOTE: Pipe, pipe fittings, floor flanges and bolts shall be of an approved standard type.

**DETAIL OF PIPE HANDRAIL FOR CONCRETE STEPS**



NOTE: PIPE, FITTINGS, FLANGES AND BOLTS SHALL BE OF AN APPROVED STANDARD TYPE.

**NOTES FOR PIPE HANDRAILING**

1. JOINTS -
  - a) Standard or Special galvanized steel or galvanized iron fittings may be used at joints (as shown).
  - OR -
  - b) Joints may be welded, if welded, all exposed joints near appearance, all exposed to galvanizing shall be in accordance with the S.C. Standard Specification.
2. FOOTINGS -
  - a) Post may be anchored with 2# x 8# galvanized steel angles with 4-#2 x 3 galvanized bolts (as shown).
  - OR -
  - b) Post may be grouted in 6\"/>
3. 1.5\"/>

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA		STANDARD CONSTRUCTION DETAILS	PLACING ROOF DRAIN PIPE UNDER SIDEWALK RAMP TYPE BARRICADE PIPE HANDRAIL FOR RETAINING WALL PIPE HANDRAIL FOR CONCRETE STEPS	NO. SCALE	NUMBER 9031R
REVISIONS DATE					
R.M.L.	Designed 10-11-58				
R.M.L.	Checked 10-11-58				
R.M.L.	Approved 10-11-58				
R.M.L.	Submitted 10-11-58				
R.M.L.	Checked 10-11-58				
R.M.L.	Approved 10-11-58				
R.M.L.	Submitted 10-11-58				
R.M.L.	Checked 10-11-58				
R.M.L.	Approved 10-11-58				
R.M.L.	Submitted 10-11-58				



**MATERIALS:**

THE DETECTABLE WARNING SHALL BE MADE OF MATERIALS SPECIFIED ON OPL 97. 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 EPOXY 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 MANUFACTURE DETAILS OR INSTRUCTION.

**GENERAL NOTES:**

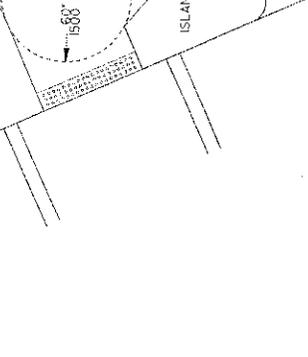
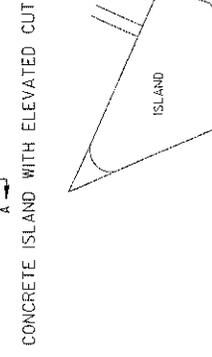
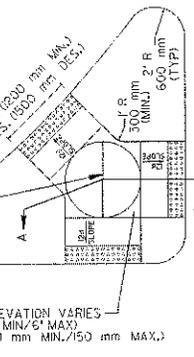
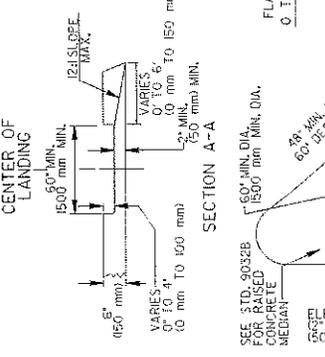
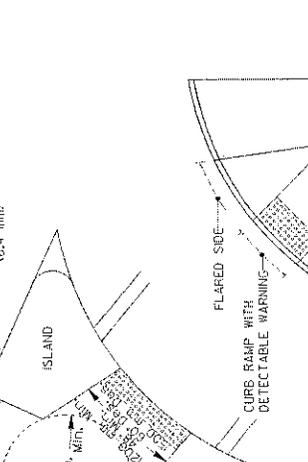
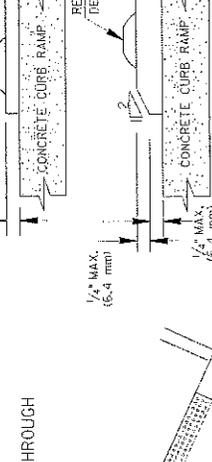
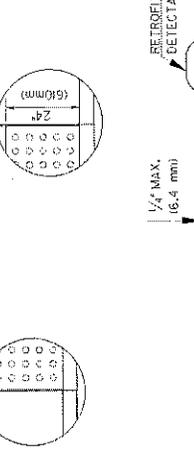
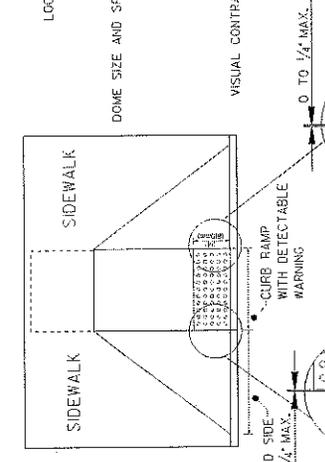
RETROFIT SURFACED APPLIED MATERIALS ONLY:  
1. CHANGES IN LEVEL OF 1/4" (6.4 mm) HIGH MAXIMUM SHALL BE PERMITTED VERTICALLY OR SURFACED APPLIED MATERIALS.  
2. CHANGES IN LEVEL BETWEEN 1/4" (6.4 mm) HIGH MINIMUM AND 1/2" (13 mm) HIGH MAXIMUM SHALL BE BELEIVED WITH A SLOPE NOT STEEPER THAN 2:1.

SIZE: DETECTABLE WARNING SHALL BE 24 INCHES (610 mm) IN THE DIRECTION OF PEDESTRIAN 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. SUSH AS A REFLECTIVE POOL EDGE OR THE DYNAMIC ENVELOPE OF RAIL OPERATIONS.

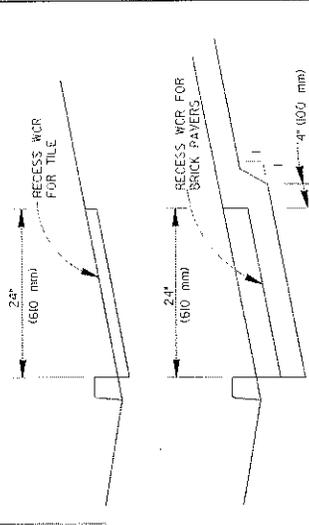
DOME SIZE AND SPACING: TRUNCATED DOMES SHALL HAVE A BASE DIAMETER OF 0.9 INCH TO 1.3 INCH (23 mm-33 mm) AT THE BOTTOM, A DIAMETER OF 0.45 INCH TO 0.9 INCH (11 mm-23 mm) AT THE TOP, THE TOP DIAMETER SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE DIAMETER. A HEIGHT OF 0.2 INCH (5 mm) AND A CENTER-TO-CENTER SPACING OF 2-10 INCHES (50 mm-250 mm) DESCRIBABLE 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.

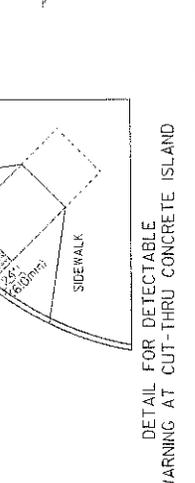
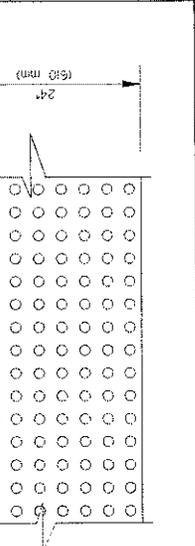


NO SEPARATE PAYMENT WILL BE MADE FOR THE DETECTABLE WARNING. THE COST SHALL BE INCLUDED IN THE PRICE BID FOR SIDEWALK OR CURB CUT RAMP IF THE ITEM IS INCLUDED IN THE PROPOSAL.

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



DEPARTMENT OF TRANSPORTATION		STATE OF GEORGIA	
DATE	REVISION	BY	NO.
1-24-02			
1-4-02			
1-14-02			
5-10-08			
10-2-06			
6-8-09			



DETECTABLE WARNING SURFACE TRUNCATED DOME SIZE SPACING AND ALIGNMENT REQUIREMENTS

DEPARTMENT OF TRANSPORTATION		STATE OF GEORGIA	
DATE	REVISION	BY	NO.
1-24-02			
1-4-02			
1-14-02			
5-10-08			
10-2-06			
6-8-09			

DEPARTMENT OF TRANSPORTATION		STATE OF GEORGIA	
DATE	REVISION	BY	NO.
1-24-02			
1-4-02			
1-14-02			
5-10-08			
10-2-06			
6-8-09			

DEPARTMENT OF TRANSPORTATION		STATE OF GEORGIA	
DATE	REVISION	BY	NO.
1-24-02			
1-4-02			
1-14-02			
5-10-08			
10-2-06			
6-8-09			

DEPARTMENT OF TRANSPORTATION		STATE OF GEORGIA	
DATE	REVISION	BY	NO.
1-24-02			
1-4-02			
1-14-02			
5-10-08			
10-2-06			
6-8-09			











Proposed Sidewalk

PreBid Site





1 inch equals 50 feet

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 Map Created February 2016



Kendall Park Dr

Haymon Morris Rd

Haymon Dr

WHEEL CHAIR RAMP (TYP.)

EXIST. PIPE  
EXIST. R/W

CONNECT TO EXISTING PIPE

END 24" PIPE

NEW PIPE

BEGIN 24" DIA. PIPE WITH SAFETY END SECTION

END SIDEWALK CURB WITH 4" HEADER AT OUTSIDE EDGE OF SIDEWALK  
BEGIN SIDEWALK WITH 4" HEADER CURB AT OUTSIDE EDGE OF WALK

END HANDRAIL  
PROPOSED SIDEWALK  
WALK 2' BEHIND C & G

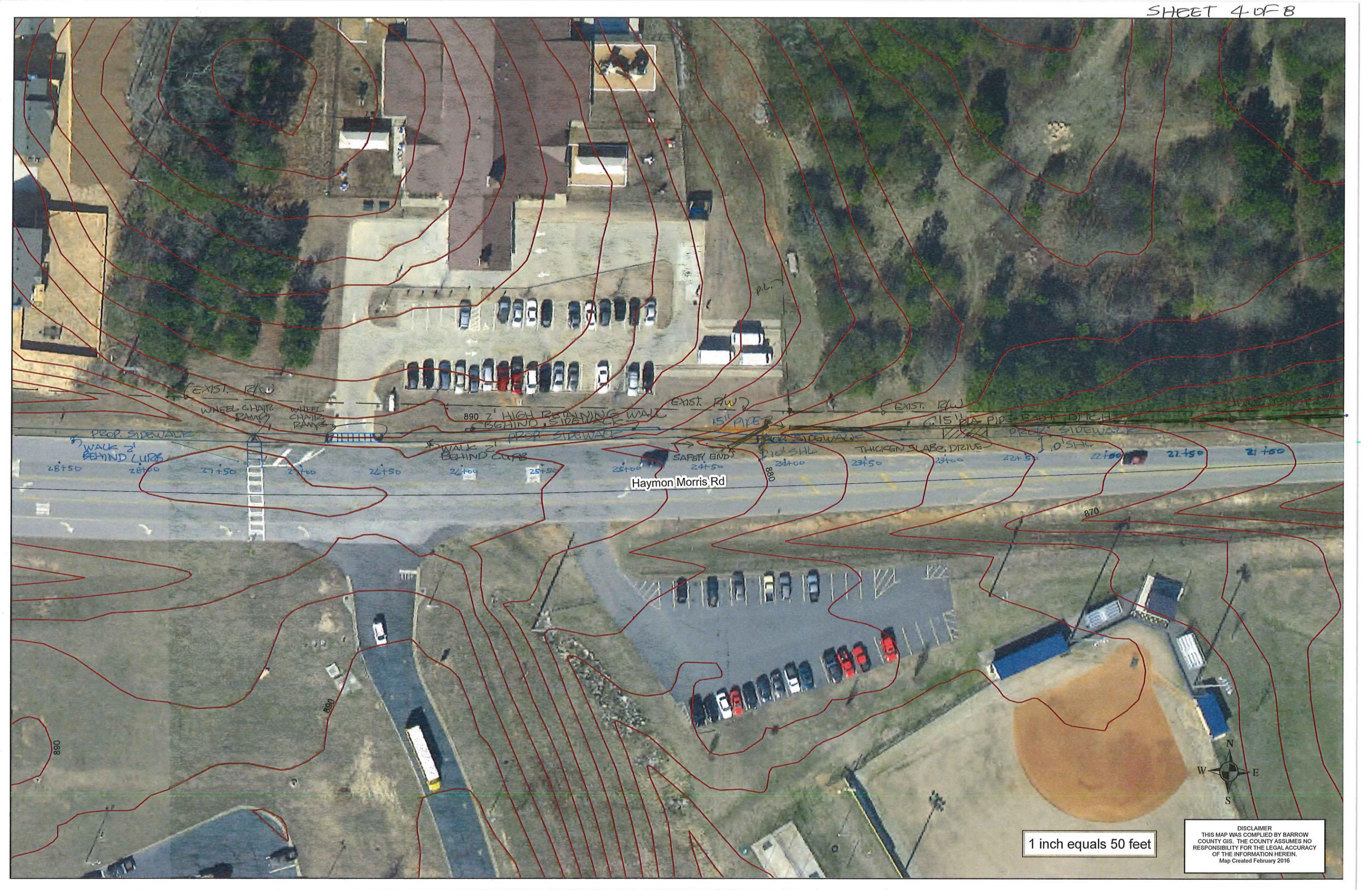
CONCRETE FLUME UNDER SIDEWALK WITH STEEL PLATE (GALV. WITH TREAD, OR ALUM.)



1 inch equals 50 feet

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Map Created February 2016





(EXIST. RW)

WHEEL CHAIR RAMP

890 2' HIGH RETAINING WALL BEHIND SIDEWALK

EXIST. RW

15" PIPE

(EXIST. RW)

6" 15" DIA. PIPE EXIST. DITCH

PROP. SIDEWALK WALK 2' BEHIND CURB

WALK 2' BEHIND CURB

SAFETY END

10" SHL

THICKEN SLAB, DRIVE

PROP. SIDEWALK 10" SHL

28+50 28+00 27+50 27+00 26+50 26+00 25+50 25+00 24+50 24+00 23+50 23+00 22+50 22+00 21+50

Haymon Morris Rd

880

870

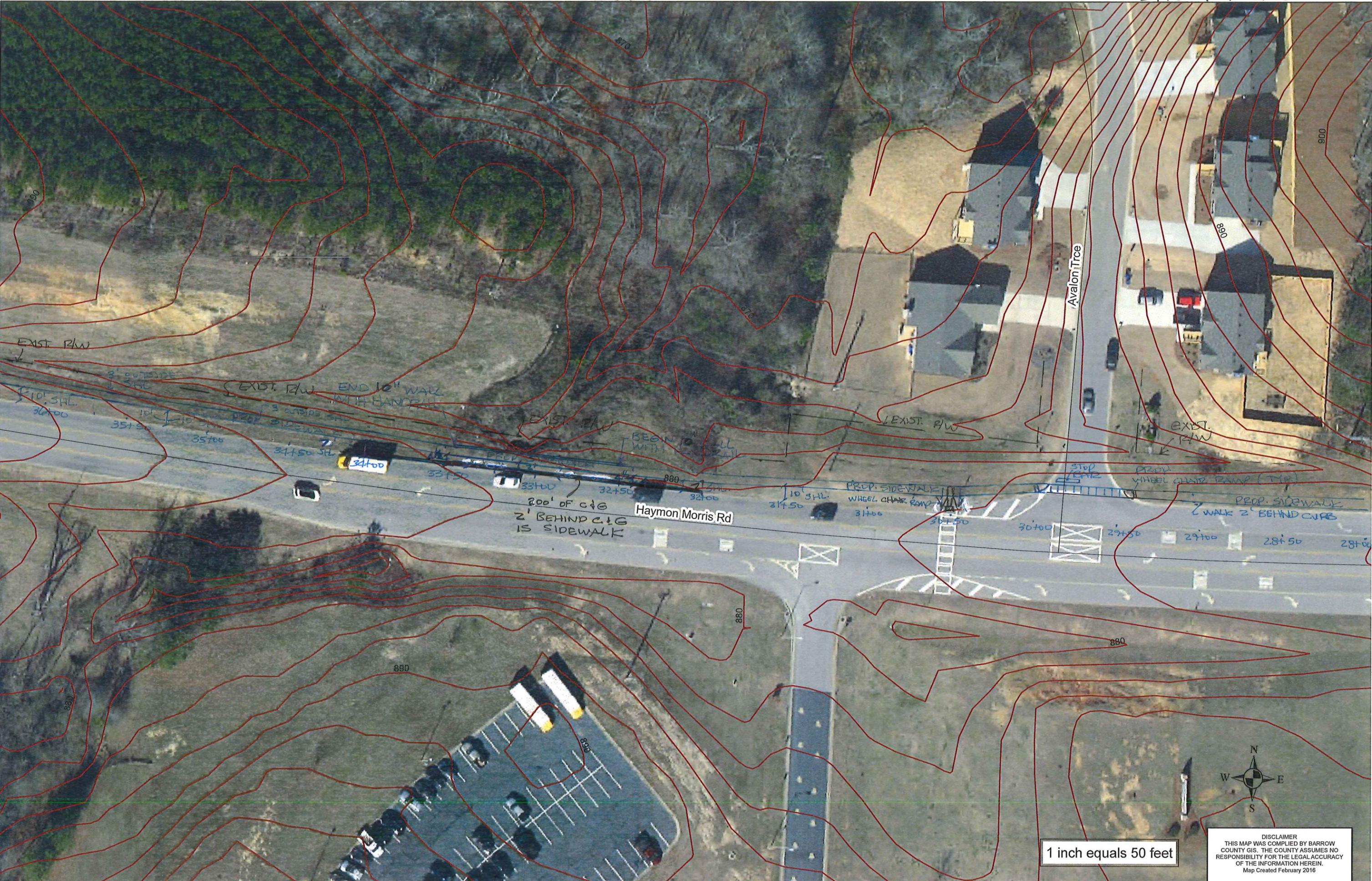
860

890



1 inch equals 50 feet

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Map Created February 2016



EXIST. RW

10' SHL. 36+00  
35+50  
35+00  
34+50 SHL

EXIST. RW END 10" WALK WITH HANDRAIL  
PROP. SIDEWALK

EXIST. RW

BEGIN WITH 10" WALK

EXIST. RW

EXIST. RW

200' OF C+G  
2' BEHIND C+G  
15' SIDEWALK

Haymon Morris Rd

PROP. SIDEWALK  
WHEEL CHAIR RAMP

PROP. SIDEWALK  
WALK 2' BEHIND CURB

Avalon Trce



1 inch equals 50 feet

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Haymon Morris Rd

1 inch equals 50 feet

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EXIST. R/W

EXIST. R/W

EXIST. R/W

3' OUTSIDE SHL

5+50 50+00 49+50 49+00 48+50 4.5 48+00 47+50 4.5 47+00 46+50 46+00 45+50 45+00 44+50 44+00 43+50 43+00 42+50

FLUME UNDER SIDEWALK WITH STEEL PLATE

SIDEWALK LOCATED 2' BEHIND C&G

FLUME UNDER SIDEWALK WITH STEEL PLATE

BEGIN C&G

Haymon Morris Rd

WHEEL CHAIR RAMP



1 inch equals 50 feet

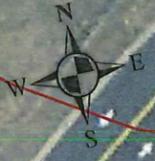
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Map Created February 2016



Roxey Maxey Rd

Tom Miller Rd

Haymon Morris Rd



1 inch equals 50 feet

DISCLAIMER  
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Map Created February 2016

STATION	HAYMON MORRIS ROAD (BETWEEN HOYT KING ROAD AND TOM MILLER ROAD)
0+00	TIE TO EXISTING SIDEWALK.
1+75	15" DIA. HDPE STORM PIPE UNDER PROPOSED SIDEWALK
2+00	TRANSITION TO 2' OFFSET FROM BOC
3+23	BEGIN 8" HEADER CURB WITH HANDRAIL
3+41	END 8" HEADER CURB WITH HANDRAIL
3+70	ADA RAMP
	BEGIN CROSSWALK (HAYMON DRIVE)
4+30	ADA RAMP
	END CROSSWALK (HAYMON DRIVE)
4+40	TRANSITION TO PROPOSED SIDEWALK
5+50	BEGIN 24" HDPE STORM PIPE WITH SES
6+65	TIE TO EXISTING 24" STORM PIPE
	FILL DITCH
8+60	ADA RAMP
	BEGIN CROSSWALK (KENDALL PARK DR)
9+20	ADA RAMP
	END CROSSWALK (KENDALL PARK DR)
10+00	BEGIN 30" CONCRETE CURB & GUTTER
10+00	BEGIN SIDEWALK WITH 4" HEADER CURB AT OUTSIDE EDGE OF SIDEWALK
11+00	CONCRETE FLUME UNDER SIDEWALK WITH GALV. STEEL PLATE
11+75	END SIDEWALK WITH 4" HEADER CURB AT OUTSIDE EDGE OF SIDEWALK
11+75	BEGIN C&G, SIDEWALK & HANDRAIL OVER EXISTING BOX CLVT. @ CREEK
12+55	END C&G, SIDEWALK & HANDRAIL OVER EXISTING BOX CLVT. @ CREEK
12+55	BEGIN SIDEWALK WITH 4" HEADER CURB AT OUTSIDE EDGE OF SIDEWALK
12+70	BEGIN 6" THICKENED SLAB FOR SEWER EASEMENT ACCESS
12+90	END 6" THICKENED SLAB FOR SEWER EASEMENT ACCESS
13+00	CONCRETE FLUME UNDER SIDEWALK WITH STEEL PLATE
15+00	END 30" CONCRETE CURB & GUTTER
16+50	END SIDEWALK WITH 4" HEADER CURB AT OUTSIDE EDGE OF SIDEWALK
18+20	BEGIN 15" HDPE WITH SAFETY END SECTION
21+20	JUNCTION BOX WITH GRATE INLET
22+65	BEGIN 6" THICKENED SLAB FOR DRIVEWAY
22+95	END 6" THICKENED SLAB FOR DRIVEWAY





Bank

1 3 4B

ROAD WORK 500 FT

SANTANCO

Community & Southern Bank





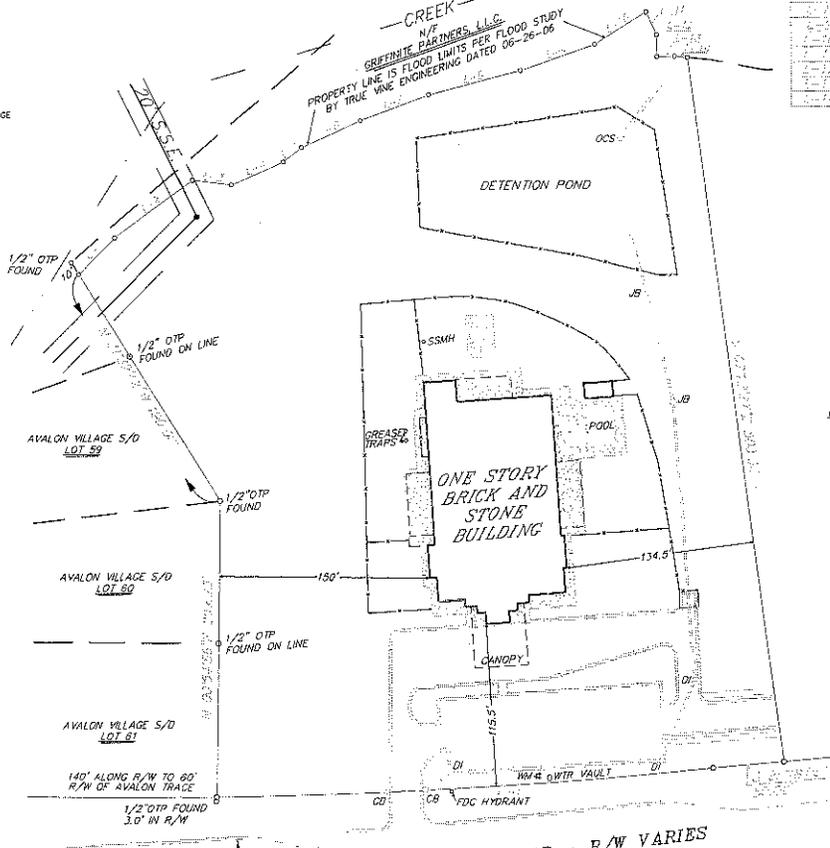


- LEGEND**
- 1/2" RE-BAID
  - IRON PIN FOUND
  - RE-BAID SET
  - OPEN TOP
  - CRUISED TOP
  - RIGHT OF WAY
  - PROPERTY LINE
  - CENTER LINE
  - BUILDING LINE
  - LAND LOT
  - LAND LOT LINE
  - GEORGIA MILITARY DISTRICT
  - POWER POLE
  - FENCE LINE
  - RADIUS
  - CHORD
  - TRIBUTARY
  - NOW OR FORMERLY
  - DEED BOOK
  - PLAY BOOK
  - FEDE
  - DRAINAGE EASEMENT
  - SEWER EASEMENT
  - FIRE HYDRANT
  - MANHOLE
  - CATCH BASIN
  - EXISTING SPOT ELEVATION
  - PROPOSED SPOT ELEVATION
  - FINISHED FLOOD ELEVATION
  - DIRECTION OF SURFACE DRAINAGE

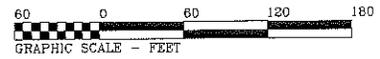
BOUNDARY INFORMATION TAKEN FROM PLAT OF SURVEY FOR GRIFFINITE PARTNERS, L.L.C. GWINNET BANKING COMPANY AND CHOCAGO TITLE INSURANCE COMPANY BY ALCOVY COMPANY DATED 8-29-06 REVISED 9-19-06. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND PLOT NEW IMPROVEMENTS.

Station	Bearing	Distance
1	N 89° 52' 30" E	113.435
2	S 89° 52' 30" W	113.435
3	N 00° 00' 00" E	113.435
4	S 00° 00' 00" W	113.435
5	N 89° 52' 30" E	113.435
6	S 89° 52' 30" W	113.435
7	N 00° 00' 00" E	113.435
8	S 00° 00' 00" W	113.435
9	N 89° 52' 30" E	113.435
10	S 89° 52' 30" W	113.435
11	N 00° 00' 00" E	113.435
12	S 00° 00' 00" W	113.435
13	N 89° 52' 30" E	113.435
14	S 89° 52' 30" W	113.435
15	N 00° 00' 00" E	113.435
16	S 00° 00' 00" W	113.435
17	N 89° 52' 30" E	113.435
18	S 89° 52' 30" W	113.435
19	N 00° 00' 00" E	113.435
20	S 00° 00' 00" W	113.435
21	N 89° 52' 30" E	113.435
22	S 89° 52' 30" W	113.435
23	N 00° 00' 00" E	113.435
24	S 00° 00' 00" W	113.435
25	N 89° 52' 30" E	113.435
26	S 89° 52' 30" W	113.435
27	N 00° 00' 00" E	113.435
28	S 00° 00' 00" W	113.435
29	N 89° 52' 30" E	113.435
30	S 89° 52' 30" W	113.435
31	N 00° 00' 00" E	113.435
32	S 00° 00' 00" W	113.435
33	N 89° 52' 30" E	113.435
34	S 89° 52' 30" W	113.435
35	N 00° 00' 00" E	113.435
36	S 00° 00' 00" W	113.435
37	N 89° 52' 30" E	113.435
38	S 89° 52' 30" W	113.435
39	N 00° 00' 00" E	113.435
40	S 00° 00' 00" W	113.435
41	N 89° 52' 30" E	113.435
42	S 89° 52' 30" W	113.435
43	N 00° 00' 00" E	113.435
44	S 00° 00' 00" W	113.435
45	N 89° 52' 30" E	113.435
46	S 89° 52' 30" W	113.435
47	N 00° 00' 00" E	113.435
48	S 00° 00' 00" W	113.435
49	N 89° 52' 30" E	113.435
50	S 89° 52' 30" W	113.435
51	N 00° 00' 00" E	113.435
52	S 00° 00' 00" W	113.435
53	N 89° 52' 30" E	113.435
54	S 89° 52' 30" W	113.435
55	N 00° 00' 00" E	113.435
56	S 00° 00' 00" W	113.435
57	N 89° 52' 30" E	113.435
58	S 89° 52' 30" W	113.435
59	N 00° 00' 00" E	113.435
60	S 00° 00' 00" W	113.435

MAGNETIC NORTH



**AREA**  
**4.435 ACRES**



Station	Bearing	Distance
1	N 89° 52' 30" E	113.435
2	S 89° 52' 30" W	113.435
3	N 00° 00' 00" E	113.435
4	S 00° 00' 00" W	113.435
5	N 89° 52' 30" E	113.435
6	S 89° 52' 30" W	113.435
7	N 00° 00' 00" E	113.435
8	S 00° 00' 00" W	113.435
9	N 89° 52' 30" E	113.435
10	S 89° 52' 30" W	113.435
11	N 00° 00' 00" E	113.435
12	S 00° 00' 00" W	113.435
13	N 89° 52' 30" E	113.435
14	S 89° 52' 30" W	113.435
15	N 00° 00' 00" E	113.435
16	S 00° 00' 00" W	113.435
17	N 89° 52' 30" E	113.435
18	S 89° 52' 30" W	113.435
19	N 00° 00' 00" E	113.435
20	S 00° 00' 00" W	113.435
21	N 89° 52' 30" E	113.435
22	S 89° 52' 30" W	113.435
23	N 00° 00' 00" E	113.435
24	S 00° 00' 00" W	113.435
25	N 89° 52' 30" E	113.435
26	S 89° 52' 30" W	113.435
27	N 00° 00' 00" E	113.435
28	S 00° 00' 00" W	113.435
29	N 89° 52' 30" E	113.435
30	S 89° 52' 30" W	113.435
31	N 00° 00' 00" E	113.435
32	S 00° 00' 00" W	113.435
33	N 89° 52' 30" E	113.435
34	S 89° 52' 30" W	113.435
35	N 00° 00' 00" E	113.435
36	S 00° 00' 00" W	113.435
37	N 89° 52' 30" E	113.435
38	S 89° 52' 30" W	113.435
39	N 00° 00' 00" E	113.435
40	S 00° 00' 00" W	113.435
41	N 89° 52' 30" E	113.435
42	S 89° 52' 30" W	113.435
43	N 00° 00' 00" E	113.435
44	S 00° 00' 00" W	113.435
45	N 89° 52' 30" E	113.435
46	S 89° 52' 30" W	113.435
47	N 00° 00' 00" E	113.435
48	S 00° 00' 00" W	113.435
49	N 89° 52' 30" E	113.435
50	S 89° 52' 30" W	113.435
51	N 00° 00' 00" E	113.435
52	S 00° 00' 00" W	113.435
53	N 89° 52' 30" E	113.435
54	S 89° 52' 30" W	113.435
55	N 00° 00' 00" E	113.435
56	S 00° 00' 00" W	113.435
57	N 89° 52' 30" E	113.435
58	S 89° 52' 30" W	113.435
59	N 00° 00' 00" E	113.435
60	S 00° 00' 00" W	113.435

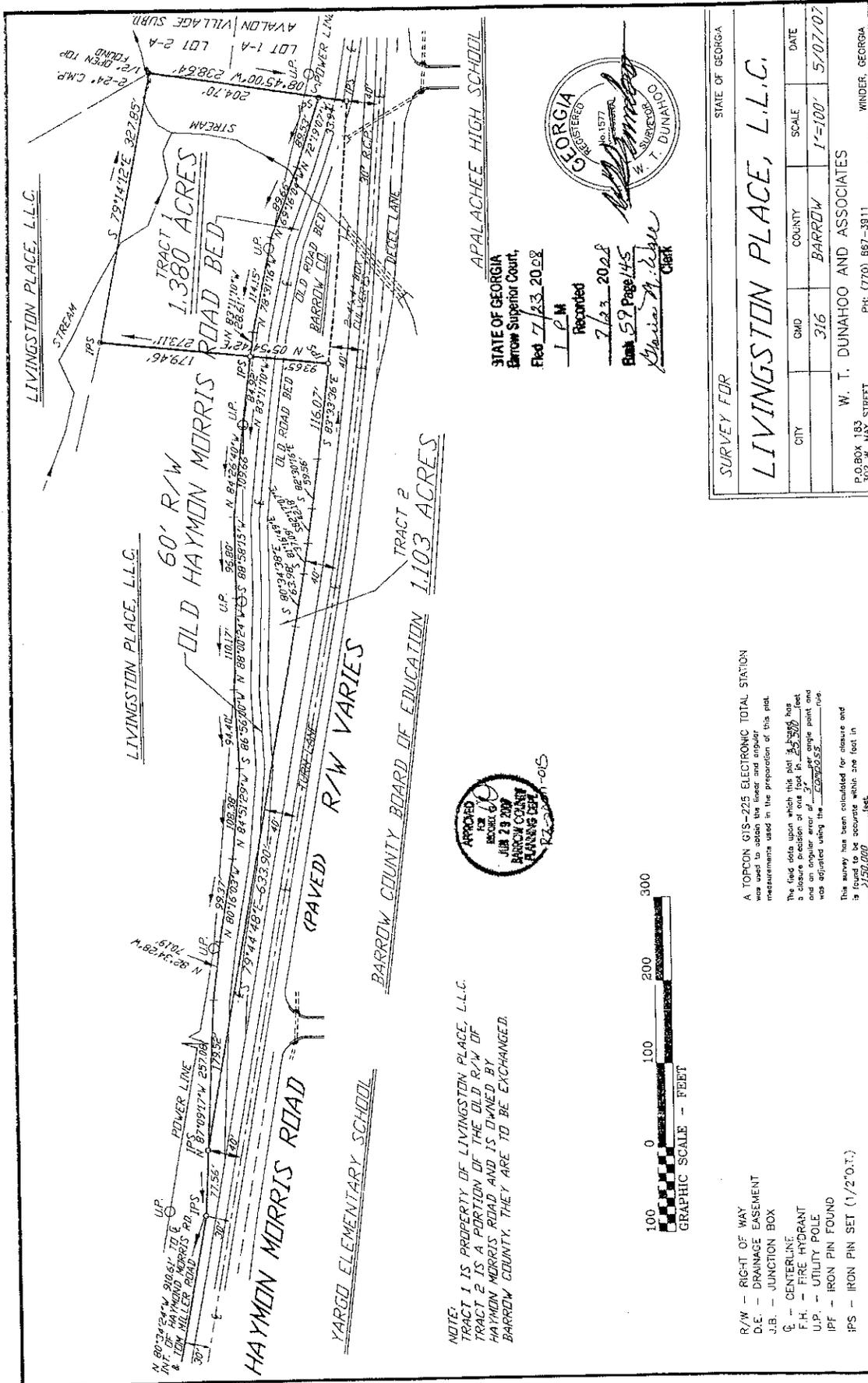
A TRIMBLE 5605 WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 9,662 FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 113,436 FEET.



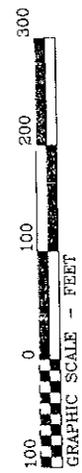
BOUNDARY SURVEY FOR:	
GRIFFINITE PARTNERS, L.L.C., BRITE STAR APALACHEE, FIRST CHARTER BANK, CHICAGO TITLE INSURANCE COMPANY	
LAND LOT(S)	316 G.M.D. BARROW COUNTY, GEORGIA
SCALE:	1" = 60'
ALCOVY SURVEYING COMPANY, INC. 2205 HWY. 81 S LOGANVILLE, GA. 30052 770-466-4002	
DATE:	7-16-07
JOB NO.	07-079







NOTE:  
TRACT 1 IS PROPERTY OF LIVINGSTON PLACE, LLC.  
TRACT 2 IS A PORTION OF THE OLD R/W OF  
HAYMON MORRIS ROAD AND IS OWNED BY  
BARROW COUNTY. THEY ARE TO BE EXCHANGED.



- R/W - RIGHT OF WAY
- D.E. - DRAINAGE EASEMENT
- J.B. - JUNCTION BOX
- CL - CENTERLINE
- F.H. - FIRE HYDRANT
- U.P. - UTILITY POLE
- IPF - IRON PIN FOUND
- IPS - IRON PIN SET (1/2" O.T.)

A TOPCON GIS-225 ELECTRONIC TOTAL STATION  
was used to obtain the linear and angular  
measurements used in the preparation of this plat.  
The field data upon which this plat is based has  
a closure precision of one part in 100,000 and  
was adjusted using the CRANDALL rule.  
This survey has been calculated for closure and  
is found to be accurate within one foot in  
2150.000 feet.

STATE OF GEORGIA  
Barrow Superior Court,  
Filed 7/23/2008  
I.P.M.  
Recorded  
7/23/2008  
Book 59 Page 145  
Marie M. Elye  
Clark



SURVEY FOR

STATE OF GEORGIA

**LIVINGSTON PLACE, L.L.C.**

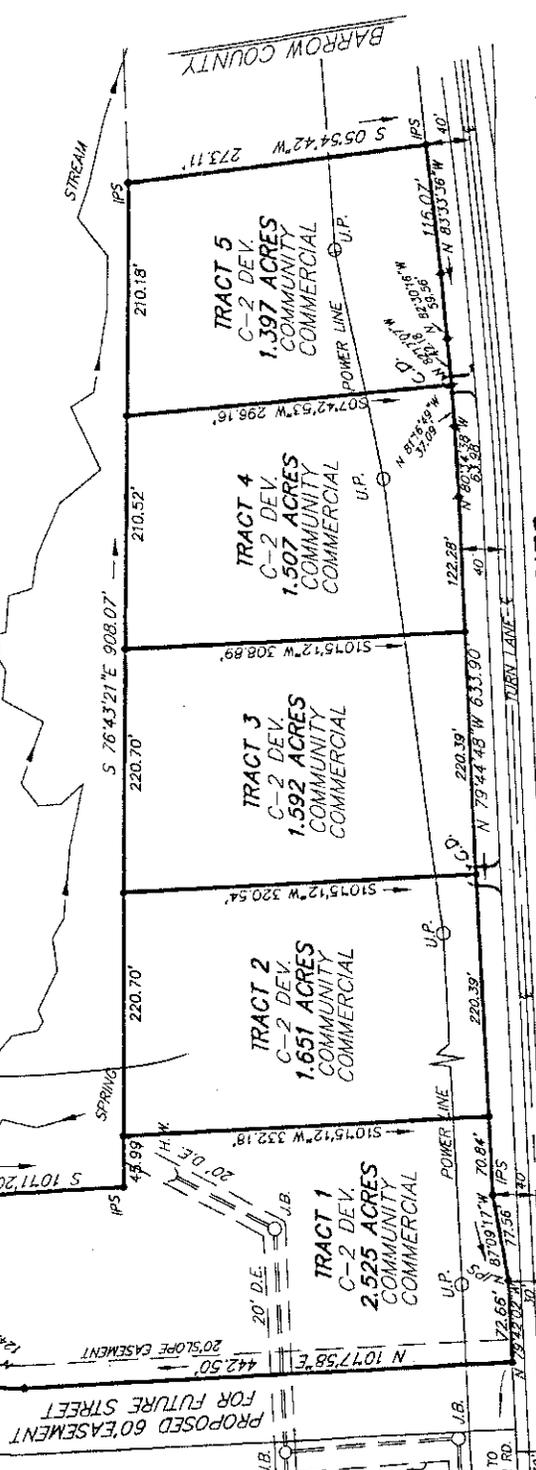
CITY	CMD	COUNTY	SCALE	DATE
	316	BARROW	1"=100'	5/10/07

W. T. DUNAHOO AND ASSOCIATES  
P.O. BOX 183  
302 W. WAY STREET  
WINDER, GEORGIA  
PH: (770) 867-3911

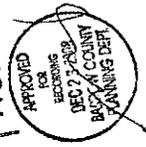
A TOPCON GTS-2B TOTAL STATION was used to obtain the linear and angular measurements used in the preparation of this plot. The field data upon which this plot is based has a closure precision of one foot in 25,500 feet and an angular error of 3" per angle point and was adjusted using the COMPASS Rule. This survey has been calculated for closure and is found to be accurate within one foot in >150,000 feet.



LIVINGSTON PLACE - FUTURE DEVELOPMENT  
PROPERTY OF HIGHWAY 11 DEVELOPMENT, LLC



YARGO ELEMENTARY SCHOOL  
HAYMON MORRIS ROAD (PAVED) R/W VARIES  
BARROW COUNTY BOARD OF EDUCATION  
... TOTAL AREA 8.672 ACRES ...



REFERENCE:  
BOUNDARY INFORMATION TAKEN FROM OUR SURVEY FOR APPALACHEE PLAZA PARTNERS, LLC, COMMUNITY BANK & TRUST, AND TICOR TITLE INSURANCE COMPANY DATED 7/11/2007

C.B. - COMMON SHARED DRIVE

LEGEND  
PG. = PAGE  
R/W = RIGHT OF WAY  
D.B. = DEED BOOK  
P.B. = PLAT BOOK  
IPS = IRON PIN SET (1/2" OPEN TOP)  
IPF = IRON PIN FOUND (1/2" REBAR)

CITY	CND	COUNTY	SCALE	DATE
	316	BARROW	1"=100'	12/16/2007

W. T. DUNAHOO AND ASSOCIATES  
205.801.183  
205.801.447 ST.  
ROSELAND, GEORGIA  
(770) 867-3811

SURVEY FOR  
MICHAEL CARTER

STATE OF GEORGIA  
Barrow Superior Court,  
Filed Jan 13 2007  
3:15 P.M.  
Recorded  
Jan 13 2007  
Book 59 Page 173

ROBIN B. W. [Signature]  
S. W. [Signature]





**RFB2016-13 BID FORM  
HAYMON MORRIS ROAD SIDEWALK PROJECT  
OPTION "A" BASE BID**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>BID AMOUNT</b>
1	TRAFFIC CONTROL	LUMP	1		
2	5' WIDE CLASS "B" CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	2550		
3	5' WIDE CLASS "B" CONCRETE SIDEWALK, 4" THICK WITH 4" VERTICAL HEADER CURB X 6" WIDE AT OUTSIDE EDGE OF SIDEWALK, 8" TOTAL THICKNESS OF HEADER CURB, TOTAL WIDTH OF 5' 6" FROM EDGE OF SIDEWALK TO BACK OF HEADER CURB. STA. 10+00 TO STA. 11+75 AND STA. 12+55 TO 16+50.	LINEAR FOOT	570		
4	FOR THICKENED SLABS AT DRIVE ACCESS	SQUARE YARD	30		
5	CONCRETE CURB & GUTTER, 6" INCH x 30" INCH, TYPE 2 FACE.	LINEAR FOOT	1250		
6	CONCRETE FLUME UNDER SIDEWALK WITH GALVANIZED STEEL OR ALUMINUM PLATE WITH NON-SLIP SURFACE/TREAD	LUMP	5		
7	GALVANIZED HANDRAIL WITH MIDDLE PORTION SECURED TO EXISTING PARAPET OR INSTALLED BETWEEN PARAPET AND SIDEWALK. STA. 11+75 TO 12+55	LINEAR FOOT	80		
8	ADA ACCESSIBLE RAMP, TYPE A	EACH	2		
9	ADA ACCESSIBLE RAMP, TYPE D	EACH	8		
10	ADA ACCESSIBLE RAMP, TYPE B	EACH	3		
11	8" WIDE CLASS "A" CONCRETE RETAINING WALL WITH FOOTING, 24" HIGH, 18' LONG WITH 8" WIDE HEADER CURB WITH GALVANIZED HANDRAIL, CAST IN PLACE, BEHIND PROPOSED SIDEWALK, BEGIN AT STA. 3+23	LUMP	1		
12	10" WIDE CLASS "A" CONCRETE RETAINING WALL WITH FOOTING, 24" HIGH, 120' LONG WITH GALVANIZED HANDRAIL, CAST IN PLACE, BEHIND PROPOSED SIDEWALK, BEGIN AT STA. 24+80	LUMP	1		

**RFB2016-13 BID FORM  
HAYMON MORRIS ROAD SIDEWALK PROJECT  
OPTION "A" BASE BID**

<b>13</b>	10" WIDE CLASS "A" CONCRETE RETAINING WALL WITH FOOTING, HEIGHT TO BE AT SIDEWALK GRADE - APPROX. 3' HIGH, 100' LONG WITH GALVANIZED HANDRAIL, CAST IN PLACE, BEHIND PROPOSED SIDEWALK AT EXISTING HEADWALL, BEGIN AT STA. 32+50	LUMP	1		
<b>14</b>	THERMOPLASTIC CROSSWALK STRIPING	LINEAR FOOT	245		
<b>15</b>	ENGINEERING DESIGN & LAND DISTURBANCE PLANS & PERMITTING	LUMP	1		
<b>16</b>	SURVEYING AND CONSTRUCTION STAKING	LUMP	1		
<b>17</b>	CLEARING, GRUBBING INCLUDING REMOVAL AND DISPOSAL	LUMP	1		
<b>18</b>	GRADING COMPLETE (INCLUDING IMPORT OF FILL- APPROX. 1500 CUBIC YARDS)	LUMP	1		
<b>19</b>	JUNCTION BOX WITH GRATE INLET FOR 15" HDPE STORM PIPE AT STA. 21+20	LUMP	1		
<b>20</b>	15" HDPE STORM PIPE	LINEAR FOOT	650		
<b>21</b>	24" HDPE STORM PIPE	LINEAR FOOT	120		
<b>22</b>	15" SAFETY END SECTION	EACH	5		
<b>23</b>	24" SAFETY END SECTION	EACH	1		
<b>24</b>	RIP RAP, TYPE 3	TON	30		
<b>25</b>	TEMPORARY TYPE "A" SILT FENCE	LINEAR FOOT	4200		
<b>26</b>	TEMPORARY TYPE "C" SILT FENCE	LINEAR FOOT	2500		
<b>27</b>	TEMPORARY GRASSING	ACRE	1.5		
<b>28</b>	PERMANENT GRASSING, INCL. FERTILIZER AND LIME	ACRE	1.5		
<b>29</b>	MULCH	TON	10		
<b>30</b>	HAYBALE CHECK DAMS	EACH	25		
<b>31</b>	CONSTRUCTION EXIT	EACH	1		
<b>32</b>	WATER QUALITY MONITORING, SAMPLING & INSPECTIONS	LUMP	1		

**OPTION "A" BASE BID GRAND TOTAL = \_\_\_\_\_**

**RFB2016-13 BID FORM  
HAYMON MORRIS SIDEWALK PROJECT SR043  
OPTION "B"**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>BID AMOUNT</b>
1	TRAFFIC CONTROL	LUMP	1		
2	5' WIDE CLASS "B" CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	2550		
3	5' WIDE CLASS "B" CONCRETE SIDEWALK, 4" THICK WITH 4" VERTICAL HEADER CURB X 6" WIDE AT OUTSIDE EDGE OF SIDEWALK, 8" TOTAL THICKNESS OF HEADER CURB, TOTAL WIDTH OF 5' 6" FROM EDGE OF SIDEWALK TO BACK OF HEADER CURB. STA. 10+00 TO STA. 11+75 AND STA. 12+55 TO 16+50.	LINEAR FOOT	570		
4	FOR THICKENED SLABS AT DRIVE ACCESS	SQUARE YARD	30		
5	CONCRETE CURB & GUTTER, 6" INCH x 30" INCH, TYPE 2 FACE.	LINEAR FOOT	1250		
6	CONCRETE FLUME UNDER SIDEWALK WITH GALVANIZED STEEL OR ALUMINUM PLATE WITH NON-SLIP SURFACE/TREAD	LUMP	5		
7	GALVANIZED HANDRAIL WITH MIDDLE PORTION SECURED TO EXISTING PARAPET OR INSTALLED BETWEEN PARAPET AND SIDEWALK. STA. 11+75 TO 12+55	LINEAR FOOT	80		
8	ADA ACCESSIBLE RAMP, TYPE A	EACH	2		
9	ADA ACCESSIBLE RAMP, TYPE D	EACH	8		
10	ADA ACCESSIBLE RAMP, TYPE B	EACH	3		
11	8" WIDE CLASS "A" CONCRETE RETAINING WALL WITH FOOTING, 24" HIGH, 18' LONG WITH 8" WIDE HEADER CURB WITH GALVANIZED HANDRAIL, CAST IN PLACE, BEHIND PROPOSED SIDEWALK, BEGIN AT STA. 3+23	LUMP	1		
12	10" WIDE CLASS "A" CONCRETE RETAINING WALL WITH FOOTING, 24" HIGH, 120' LONG WITH GALVANIZED HANDRAIL, CAST IN PLACE, BEHIND PROPOSED SIDEWALK, BEGIN AT STA. 24+80	LUMP	1		
13	10" WIDE CLASS "A" CONCRETE RETAINING WALL WITH FOOTING, HEIGHT TO BE AT SIDEWALK GRADE - APPROX. 3' HIGH, 100' LONG WITH GALVANIZED HANDRAIL, CAST IN PLACE, BEHIND PROPOSED SIDEWALK AT EXISTING HEADWALL, BEGIN AT STA. 32+50	LUMP	1		

**RFB2016-13 BID FORM  
HAYMON MORRIS SIDEWALK PROJECT SR043  
OPTION "B"**

<b>14</b>	THERMOPLASTIC CROSSWALK STRIPING	LINEAR FOOT	245		
<b>15</b>	ENGINEERING DESIGN FOR THE THREE RETAINING WALLS	LUMP	1		

**OPTION "B" GRAND TOTAL = \_\_\_\_\_**

**RFB2016-13 BID FORM  
HAYMON MORRIS ROAD SIDEWALK PROJECT SR043  
OPTION "C" DEDUCTIVE ALTERNATE BID**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>DEDUCTIVE AMOUNT</b>
	<b>SECTION I -- CONCRETE WORK</b>				
<b>1</b>	TRAFFIC CONTROL	LUMP	1		
<b>2</b>	5' WIDE CLASS "B" CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	2550		
<b>3</b>	5' WIDE CLASS "B" CONCRETE SIDEWALK, 4" THICK WITH 4" VERTICAL HEADER CURB X 6" WIDE AT OUTSIDE EDGE OF SIDEWALK, 8" TOTAL THICKNESS OF HEADER CURB, TOTAL WIDTH OF 5' 6" FROM EDGE OF SIDEWALK TO BACK OF HEADER CURB. STA. 10+00 TO STA. 11+75 AND STA. 12+55 TO 16+50.	LINEAR FOOT	570		
<b>4</b>	REINFORCED CONCRETE, 6" THICK FOR THICKENED SLABS AT DRIVE ACCESS	SQUARE YARD	30		
<b>5</b>	CONCRETE CURB & GUTTER, 6" INCH x 30" INCH, TYPE 2 FACE.	LINEAR FOOT	1250		
<b>6</b>	CONCRETE FLUME UNDER SIDEWALK WITH GALVANIZED STEEL OR ALUMINUM PLATE WITH NON-SLIP SURFACE/TREAD	LUMP	5		
<b>7</b>	GALVANIZED HANDRAIL WITH MIDDLE PORTION SECURED TO EXISTING PARAPET OR INSTALLED BETWEEN PARAPET AND SIDEWALK. STA. 11+75 TO 12+55	LINEAR FOOT	80		
<b>8</b>	ADA ACCESSIBLE RAMP, TYPE A	EACH	2		
<b>9</b>	ADA ACCESSIBLE RAMP, TYPE D	EACH	8		
<b>10</b>	ADA ACCESSIBLE RAMP, TYPE B	EACH	3		

**RFB2016-13 BID FORM  
HAYMON MORRIS ROAD SIDEWALK PROJECT SR043  
OPTION "C" DEDUCTIVE ALTERNATE BID**

<b>11</b>	8" WIDE CLASS "A" CONCRETE RETAINING WALL WITH FOOTING, 24" HIGH,18' LONG WITH 8" WIDE HEADER CURB WITH GALVANIZED HANDRAIL,CAST IN PLACE, BEHIND PROPOSED SIDEWALK, BEGIN AT STA. 3+23	LUMP	1		
<b>12</b>	10" WIDE CLASS "A" CONCRETE RETAINING WALL WITH FOOTING, 24" HIGH,120' LONG WITH GALVANIZED HANDRAIL,CAST IN PLACE, BEHIND PROPOSED SIDEWALK, BEGIN AT STA. 24+80	LUMP	1		
<b>13</b>	10" WIDE CLASS "A" CONCRETE RETAINING WALL WITH FOOTING, HEIGHT TO BE AT SIDEWALK GRADE - APPROX. 3' HIGH,100' LONG WITH GALVANIZED HANDRAIL,CAST IN PLACE, BEHIND PROPOSED SIDEWALK AT EXISTING HEADWALL, BEGIN AT STA. 32+50	LUMP	1		
<b>14</b>	THERMOPLASTIC CROSSWALK STRIPING	LINEAR FOOT	245		
	<b>SECTION I -- CONCRETE WORK  GRAND TOTAL DEDUCTIVE AMOUNT:</b>				
	<b>SECTION II -- ENGINEERING / STAKING</b>				
<b>15</b>	ENGINEERING DESIGN & LAND DISTURBANCE PLANS & PERMITTING	LUMP	1		
<b>16</b>	SURVEYING AND CONSTRUCTION STAKING	LUMP	1		
	<b>SECTION II -- ENGINEERING / STAKING  GRAND TOTAL DEDUCTIVE AMOUNT:</b>				

**RFB2016-13 BID FORM  
HAYMON MORRIS ROAD SIDEWALK PROJECT SR043  
OPTION "C" DEDUCTIVE ALTERNATE BID**

	<b>SECTION III -- GRADING</b>				
<b>17</b>	CLEARING, GRUBBING INCLUDING REMOVAL AND DISPOSAL	LUMP	1		
<b>18</b>	GRADING COMPLETE (INCLUDING IMPORT OF FILL- APPROX. 1500 CUBIC YARDS)	LUMP	1		
	<b>SECTION III -- GRADING  GRAND TOTAL DEDUCTIVE AMOUNT:</b>				<hr/>
	<b>SECTION IV -- STORM PIPE</b>				
<b>19</b>	JUNCTION BOX WITH GRATE INLET FOR 15" HDPE STORM PIPE AT STA. 21+20	LUMP	1		
<b>20</b>	15" HDPE STORM PIPE	LINEAR FOOT	650		
<b>21</b>	24" HDPE STORM PIPE	LINEAR FOOT	120		
<b>22</b>	15" SAFETY END SECTION	EACH	5		
<b>23</b>	24" SAFETY END SECTION	EACH	1		
	<b>SECTION IV -- STORM PIPE  GRAND TOTAL DEDUCTIVE AMOUNT:</b>				<hr/>

**RFB2016-13 BID FORM  
HAYMON MORRIS ROAD SIDEWALK PROJECT SR043  
OPTION "C" DEDUCTIVE ALTERNATE BID**

	<b>SECTION V -- EROSION/SEDIMENT CONTROL</b>				
<b>24</b>	RIP RAP, TYPE 3	TON	30		
<b>25</b>	TEMPORARY TYPE "A" SILT FENCE	LINEAR FOOT	4200		
<b>26</b>	TEMPORARY TYPE "C" SILT FENCE	LINEAR FOOT	2500		
<b>27</b>	TEMPORARY GRASSING	ACRE	1.5		
<b>28</b>	PERMANENT GRASSING, INCL. FERTILIZER AND LIME	ACRE	1.5		
<b>29</b>	MULCH	TON	10		
<b>30</b>	HAYBALE CHECK DAMS	EACH	25		
<b>31</b>	CONSTRUCTION EXIT	EACH	1		
<b>32</b>	WATER QUALITY MONITORING, SAMPLING & INSPECTIONS	LUMP	1		
	<b>SECTION V -- EROSION/SEDIMENT CONTROL  GRAND TOTAL DEDUCTIVE AMOUNT:</b>				

**REQUEST FOR BIDS  
RFB2016-13  
HAYMON MORRIS ROAD SIDEWALK (PROJECT #SR043)  
BARROW COUNTY, GEORGIA  
REFERENCES**

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**REFERENCES – PAGE 2**  
**RFB2016-13**

**HAYMON MORRIS ROAD SIDEWALK (PROJECT#SR043)**

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

# BID BOND

## BARROW COUNTY, GEORGIA

BIDDER (Name and Address):

\_\_\_\_\_

SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_

OWNER (hereinafter referred to as the "County" (Name and Address):

Barrow County, Georgia  
30 North Broad Street  
Winder, Georgia 30680

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

\_\_\_\_\_

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

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

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

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

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

Signature and Title:

Signature and Title:  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Signature and Title:

Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
  - (2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or

3.2 All Bids are rejected by the County; or

3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

# PAYMENT BOND

## BARROW COUNTY, GEORGIA

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the “Principal”), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as RFB2016-13 (PROJECT #SR043) HAYMON MORRIS ROAD SIDEWALK PROJECT, (hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

(Signatures Continued on Next Page)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)

# PERFORMANCE BOND

## BARROW COUNTY, GEORGIA

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the “Principal”), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_ which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as RFB2016-13 (PROJECT #SR043) HAYMON MORRIS ROAD SIDEWALK PROJECT, (hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify

and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
  - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the County to the Contractor's Surety; and
  - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)

**CONSTRUCTION SERVICES AGREEMENT**  
**FOR THE HAYMON MORRIS ROAD SIDEWALK PROJECT**

This Construction Services Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Effective Date") by and between BARROW COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners ("County"), and \_\_\_\_\_, a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_, ("Contractor"), collectively referred to as the "Parties".

**W I T N E S S E T H:**

WHEREAS, the County desires to employ a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited bids for construction of the Project pursuant to Barrow County Request for Bid 2016-13, Project Number SR043, dated March 16, 2016 (the "RFB" a copy of which is maintained in the files of the Barrow County Purchasing Department); and

WHEREAS, the Contractor submitted a complete and timely bid and met all bid requirements such that the County awarded Project Number SR043 to the Contractor; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid to perform the construction services described herein, the County has selected Contractor as the successful bidder, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of Work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

**Section 1. Contract Documents**

The following documents, attached hereto and incorporated herein by reference, constitute the Contract Documents:

- A. This Agreement;
- B. Request for Bid (maintained on file with the Purchasing Department);
- C. Bid Documents from Contractor, dated \_\_\_\_\_, \_\_\_\_\_, with portions attached hereto as Exhibit “A”;
- D. Performance Bond and Payment Bond (included in the RFB maintained on file with the Purchasing Department);
- E. Noncollusion Affidavit of Prime Bidder, attached hereto as Exhibit “B”;
- F. Final Affidavit, attached hereto as Exhibit “C”;
- G. Alien Employment affidavits attached hereto as Exhibits “D” and “E”;
- H. Plans and specifications, including but not limited to the Technical Specifications, the Georgia Department of Transportation Specifications Standards, Details and Special Provisions, and Location Maps (included in the RFB maintained on file with the Purchasing Department), with any modifications (if issued) attached hereto as Exhibit “F”;
- I. Key Personnel, attached hereto as Exhibit “G”;
- J. Notice of Award, attached hereto as Exhibit “H”;
- K. Barrow County Code of Ethics;
- L. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

In the event of any discrepancy among the Contract Documents, that provision that inures most to the benefit of the County, as determined by the County in its sole discretion, shall govern.

**Section 2. Project Description**

The Project is defined generally as follows: RFB2016-13 Project #SR043, Haymon Morris

Road Sidewalk Project, which is described generally as new sidewalk along Haymon Morris Road in Barrow County (the “Project”).

**Section 3. The Work**

The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the Work described in the Technical Specifications, Bid Form, the Georgia Department of Transportation Specifications, Standards, Details and Special Provisions, Location Maps, and elsewhere in the Contract Documents. The Work includes all material, labor, insurance, tools, equipment, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within five (5) days of County’s issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

**Section 4. Contract Periods; Liquidated Damages**

- A. Contract Periods/Contract Term. The Term of this Agreement shall begin upon the Effective Date and shall end upon the Final Completion of all Work. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written “Notice to Proceed” provided by the County (the “Commencement Date”), and the Parties intend that all Work shall be completed on or before the date **ONE HUNDRED TWENTY (120) days following the of Commencement Date specified in the Notice to Proceed.** Every effort will be made by Contractor to shorten this period. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County’s provision of written notice of non-renewal to Contractor at least five (5)

days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One Hundred Fifty and 00/100 Dollars (\$150.00)** for each and every day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:
- (1) An increase in working forces;
  - (2) An increase in equipment or tools;
  - (3) An increase in hours of work or number of shifts;
  - (4) Expediting delivery of materials; and/or
  - (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

**Section 5. Contractor's Compensation; Time and Method of Payment**

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$\_\_\_\_\_, except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the unit price shown on the Contractor's Bid

Form and actual quantities installed.

- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed, actual quantities installed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.
- C. County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety percent (90%) of that portion of the Work completed during the term covered by such invoice until fifty percent (50%) of the Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County. Payment for the remaining ten percent (10%) of Work completed and covered by such invoices shall be retained by the County until Final Completion. Once fifty percent (50%) of the Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County, no additional retainage shall be withheld, except as provided below. At the discretion of the County and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the County determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the County, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly. At Final Completion of the Work and as the County determines the Work to be reasonably satisfactory, the County shall, within 30 days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the County, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the County shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the County, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is

reduced by the County; provided, however, that the value of each subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved change orders and other additions to the subcontract value, provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond. The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Neither final payment nor any retained percentage shall become due until the Contractor submits to the County: (1) an affidavit (shown in Exhibit C, attached hereto) that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or County property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least 30 calendar days prior written notice has been given to the County; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers; and (6), if required by the County, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the County. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.

- D. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders, as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Upon the County's certification of Completion of the Project, an invoice should be submitted to the Barrow County Engineering Department, 30 North Broad Street, Winder, Georgia 30680 for approval, with a copy submitted electronically to [payables@barrowga.org](mailto:payables@barrowga.org). Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

**Section 6. Change Orders**

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- D. The County Manager has authority to execute without further action of the Barrow County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially

increase the total amount to be paid under this Agreement, as set forth in Section 5 above. Any such change orders materially altering the terms of this Agreement, or increasing the total amount to be paid under this Agreement in excess of \$25,000.00, must be approved by the resolution of the Barrow County Board of Commissioners.

**Section 7. Covenants of Contractor.**

A. Ethics Code

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation.

B. Time is of the Essence

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

C. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures.

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or

orders applicable to the Project, including O.C.G.A. § 50-5-63. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the County of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the County of Work completed or produced, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

F. Contractor's Reliance on Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

G. Contractor's Representative

\_\_\_\_\_ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities"), which may be the result of willful, negligent, or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of

indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
  
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
  - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  
  - (b) Comprehensive Automobile Liability policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  
  - (c) Workers' Compensation policy with limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
  
- (3) Professional Liability: If performance of the Work requires professional services (including, by way of example and not limitation, the services of an engineer or architect), Contractor shall maintain a Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the contractor's errors, omissions, or negligent acts. If the Contractor intends to delegate all necessary professional services through a subcontract, the Contractor is not required to obtain the aforementioned Professional Liability coverage, provided that its subcontractor maintains such coverage and provides the County with evidence of such coverage.

- (4) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (5) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
  - (a) General Liability and Automobile Liability Coverage.
    - (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
    - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
    - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
    - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
    - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
    - (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
  - (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of

subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.

(c) All Coverages:

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(6) Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.

(7) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(8) Subcontractors:

Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

(8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insureds and loss payees on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

M. Employment of Unauthorized Aliens Prohibited

*(1) E-Verify Affidavit*

It is the policy of the County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "D" and "E" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "D", and submitted such affidavit to County. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "E", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "E" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process

at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County contractor or contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "D" and incorporated herein by this reference.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

\_\_\_\_\_ 500 or more employees.

\_\_\_\_\_ 100 or more employees.

\_\_\_\_\_ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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.

N. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
  - (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the County.
- (3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and/or data relating to all matters covered by this Agreement.

O. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel

All of the individuals identified in Exhibit "G" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "G", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this Section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

R. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar

authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

S. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor (“materials”) shall be the property of the County, and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

T. Meetings

The Contractor is required to meet with the County’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor’s option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

U. Nondiscrimination

During the performance of this Agreement, the Contractor agrees as follows:

**1. Compliance with Regulations**

The Contractor shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the “DOT”), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.

**2. Nondiscrimination**

The Contractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in

the selection and retention of employees or subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

**4. Information and Reports**

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

**5. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscriminatory provision of this Agreement, County shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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

**6. Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the County or GDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctioning noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into

such litigation to protect the interest of the County and, in addition, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the State and the United States to enter into such litigation to protect the interests of the United States.

**Section 8. Covenants of the County**

A. Right of Entry

The County shall provide for right of entry for Contractor to enter the respective property in order for Contractor to complete the Work.

**Section 9. Warranty**

The Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year from the date of Final Completion at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the Work; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period. The obligation referenced herein shall survive expiration or termination of this Agreement.

**Section 10. Termination**

A. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. Further, at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.

- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.

The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The Contractor shall have no right to terminate this agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## **Section 11. Miscellaneous**

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.

- (i) “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.
- F. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.
- G. Notices.

*(1) Communications Relating to Day-to-Day Activities.*

All communications relating to the day-to-day activities of the Work shall be exchanged between \_\_\_\_\_ for the County and \_\_\_\_\_ for the Contractor.

*(2) Official Notices.*

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

County Manager  
c/o Barrow County Board of Commissioners  
30 North Broad Street  
Winder, Georgia 30680

**NOTICE TO CONTRACTOR** shall be sent to:

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

Future changes in address shall be effective only upon written notice being given by the County to the Contractor or by the Contractor to the County Manager via one of the delivery methods described in this Section.

- H. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
  
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County’s sovereign immunity or any individual’s qualified good faith or official immunities.
  
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor’s performance of services under this Agreement shall not subject Contractor’s individual employees, officers, or directors to any personal

liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect this Agreement.
- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

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

**BARROW COUNTY, GEORGIA**

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

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

[NOTARY SEAL]

[NOTARY SEAL]

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

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

**EXHIBIT “A”**

[BID DOCUMENTS]

**EXHIBIT "B"**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

**STATE OF GEORGIA  
COUNTY OF BARROW**

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_ (the "Bidder") that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Barrow County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, included in this affidavit.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid.

\_\_\_\_\_  
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

[NOTARY SEAL]

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

**EXHIBIT "C"**

**FINAL AFFIDAVIT**

**TO BARROW COUNTY, GEORGIA**

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ or any of its subcontractors in connection with the construction of Project #SR043 Haymon Morris Road Sidewalk Project in Barrow County have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Barrow County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_, who under oath deposes and says that he is \_\_\_\_\_ of the firm of \_\_\_\_\_, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

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

[NOTARY SEAL]

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

**EXHIBIT "D"**

**STATE OF GEORGIA**

**COUNTY OF BARROW**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

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

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_  
(city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

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

[NOTARY SEAL]

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

**EXHIBIT "E"**

**STATE OF GEORGIA**

**COUNTY OF BARROW**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

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

\_\_\_\_\_  
Name of Subcontractor

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

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ 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  
\_\_\_\_\_,201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

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

**EXHIBIT "F"**



**EXHIBIT “H”**

[INSERT NOTICE OF AWARD]

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT TITLE: RFB2016-13 HAYMON MORRIS ROAD SIDEWALK (PROJECT #SR043)

Barrow County Board of Commissioners (Owner) has considered the Bid submitted by you for the above described Project which was opened and read on \_\_\_\_\_, 2016. You are hereby notified that your Bid has been accepted for the Project in the amount of \$\_\_\_\_\_ dollars.

You are required in the bid documents to furnish the required Payment Bond and Performance Bond each in the amount of one hundred percent (100%) of the Contract amount. Also, a Certificate(s) of Insurance is to be submitted as called for in the bid documents. Attached please find the fully executed Construction Agreement for your use. Upon Barrow County's receipt of the other stated documents, a NOTICE TO PROCEED will be generated.

If you fail to furnish the other stated documents within ten (10) days from the date of receipt of this document, Owner will be entitled to such rights as may be granted by law to insure Project is completed on schedule.

Please acknowledge a copy of this Notice of Award and return it to: Cindy Clack, Purchasing Agent, Barrow County Board of Commissioners, 30 North Broad Street, Winder, GA 30680.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

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

Jimmy Terrell, Interim County Manager

**ACCEPTANCE OF NOTICE OF AWARD:**

RECEIPT OF THIS NOTICE OF AWARD IS HEREBY ACKNOWLEDGED:

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

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: RFB2016-13 HAYMON MORRIS ROAD SIDEWALK  
(PROJECT#SR043)

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the Work in accordance with Agreement.

Date this \_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_, Jimmy Terrell, Interim County Manager  
BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

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Receipt of the above "Notice to Proceed" is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

BY: \_\_\_\_\_ (CONTRACTOR)  
TITLE: \_\_\_\_\_

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COUNTY OF BARROW

STATE OF GEORGIA

**BARROW COUNTY ETHICS ORDINANCE**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I Thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations;

**WHEREAS**, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protection and preserving the public health, safety and welfare of the population of the unincorporated areas of the County;

**WHEREAS**, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

**WHEREAS**, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;

**WHEREAS**, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

**WHEREAS**, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

**WHEREAS**, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

**WHEREAS**, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

**WHEREAS**, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote and enforce standards of ethical conduct for all of Barrow County's officers and employees; and

**WHEREAS**, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

**ARTICLE ONE: GENERAL PROVISIONS**

**Section One.      Short Title.**

This Ordinance shall be known as "The Barrow County Ethics Ordinance," and may be Cited and referred to as such.

**Section Two.      Definitions.**

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning provided herein. When no inconsistent with the context, words used in the present tense include the future, words in the plural number included the singular number and words in the singular number include the plural number.

- (A) **"Board"** means the Barrow County Board of Commissioners.
- (B) **"Board of Ethics"** means the Barrow County Board of Ethics as formed and described herein.
- (C) **"Business Entity"** means any business of whatever nature regardless of how designated or formed, whether a sole proprietorship, partnership, joint venture, association, trust, corporation, limited liability company, or any other type of business enterprise and whether a person acting on behalf of, or as a representative or agent of, the business entity.
- (D) **"Confidential Information"** means any information that, by law or practice, is not reasonably available to the public.
- (E) **"County Official"** means the Barrow County Board of Commissioners, any member of a board, commission or authority appointed by the Board, the Chief of

Operations or his/her equivalent and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

- (F) **“Employee”** means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.
- (G) **“Family”** means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.
- (H) **“Interest”** means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:
- (1) His or her family;
  - (2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;
  - (3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is

controlled or owned directly or indirectly by the county official or employee.

- (l) **“Official Act” or “Official Duties”** means any legislative, administrative, appointive or discretionary act of any County Official or Employee of the County or any agency, board, authority or commission thereof.

## **ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY AND FOR EMPLOYEES**

This Article Two is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall;

### **Section One.**

Put loyalty to the highest moral principles and to country above loyalty to person, party, or government department.

### **Section Two.**

Uphold the Constitution, laws and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.

### **Section Three.**

Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.

### **Section Four.**

Seek to find and employ more efficient and economical ways of getting tasks accomplished.

**Section Five**

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

**Section Six**

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

**Section Seven.**

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

**Section Eight.**

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

**Section Nine.**

Expose corruption wherever discovered.

**Section Ten.**

Uphold these principles, ever conscious that public office is a public trust.

**ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND DEPARTMENT DIRECTORS**

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:

**Section One.**

Uphold the Constitution, laws and regulations of the United States, the State of Georgia, the County of Barrow and all governments therein and never be a party to their evasion.

**Section Two.**

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

**Section Three.**

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

**Section Four.**

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

**Section Five.**

Expose corruption wherever discovered.

**Section Six.**

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality or services from any person, association or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties.

**Section Seven.**

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.

**Section Eight.**

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

**Section Nine.**

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

**ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES**

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above and all such provisions shall be read and interpreted in accordance therewith.

**Section One. Compliance with Applicable Law.**

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

**Section Two. Conflict of Interest Transactions.**

- (A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be affected directly by his or her official act or action or by official acts or actions of

the County, which the County Official or Employee has a reasonable opportunity to influence, except consistent with the disclosure and abstention provisions set forth herein.

(B) Barrow County shall not enter into any contract involving services or property with a County Official or Employee or with a business entity in which the County Official or an Employee has an interest. Provided that the disclosure and abstention provisions set forth herein are followed, this paragraph shall not apply to the following:

- (1) The designation of a bank or trust company as a depository for county funds;
- (2) The borrowing of funds from any bank or lending institution which offers competitive rates for such loans;
- (3) Contracts entered into with a business which employs a consultant, provided that the consultant's employment with the business is not incompatible with this Ordinance;
- (4) Contracts for services entered into with a business which is the only available source for such goods or services; and
- (5) Contracts entered into under circumstances that constitute an emergency situation, provided that a record explaining the emergency is prepared by the Board and submitted to the Chief of Operations (or his/her equivalent) to be kept on file.

**Section Three.**                    **Financial Disclosures.**

Financial disclosures shall be governed by federal and state law as it may be amended from time to time and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

**Section Four.**                    **Zoning Application Disclosures.**

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A. § 36-67A-1, et seq., as it may be amended from time to time.

**Section Five.**                    **Disclosures Related to Submission of Bids or Proposals for County Work or Contract.**

Persons submitting bids or proposals for county work who have contributed \$250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

**Section Six.**                    **Withholding of Information.**

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County's boards, agencies, authorities or departments.

**Section Seven.**                    **Incompatible Service.**

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless

otherwise permitted by law and unless public disclosure is made.

**Section Eight.**            **Unauthorized Use of Public Property.**

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles and equipment, including but not limited to computers, pagers and cellular telephones, materials or property for personal convenience or profit.

**Section Nine.**            **Political Recrimination and Activity.**

- (A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official's daily county business.
- (B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party or cause. No employee shall be hired, promoted, favored or discriminated against with respect to employments because of his or her political opinions or affiliations.
  - (1) *Seeking elective office.* A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a

request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

(2) *Political campaign involvement.* A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.

(3) *Solicitation of contributions.* A government employee may not knowingly solicit, accept or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

**Section Ten.**      **Appearance Before County Entities.**

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.

**Section Eleven. Timely Payment of Debts to the County and Fiscal Responsibility.**

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

**Section Twelve. Solicitation or Acceptance of Gifts.**

(A) County Officials and employees shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

(B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:

- (1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.
- (2) An occasional gift from a single source of \$101.00 or less in any calendar year.
- (3) Ceremonial gifts or awards.

- (4) Gifts of advertising value only or promotional items generally distributed  
To public officials.
- (5) Awards presented in recognition of public service.
- (6) Reasonable expenses of food, travel, lodging and scheduled entertainment  
for a meeting that is given in return for participation in a panel or speaking  
engagement at the meeting.
- (7) Courtesy tickets or free admission extended for an event as a courtesy or  
for ceremonial purposes, given on an occasional basis and not to include  
season tickets of any nature.
- (8) Gifts from relatives or members of the County Official or Employee's  
household.
- (9) Honorariums or awards for professional achievement.
- (10) Courtesy tickets or free admission to educational seminars, educational or  
information conventions or other similar events.

**Section Thirteen. Disclosure of Interest.**

Any member of the Board who has a financial or personal interest in any proposed legislation or action before the Board shall immediately disclose publicly the nature and extent of such interest.

Any other County Official or Employee who has a financial or personal interest in any proposed legislation or action before the Board and who participates in discussion with or gives an official opinion or recommendation to the Board in connection with such proposed legislation or action shall disclose publicly the nature and extent of such interest.

**Section Fourteen.      Abstention to Avoid Conflicts of Interest.**

- (A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.
- (B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.
- (C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

**ARTICLE FIVE: THE BOARD OF ETHICS**

**Section One.      Creation and Composition of Board of Ethics.**

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

- (A) One appointee by the Board of Directors of the Barrow County Chamber of Commerce.
- (B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee:

- (C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on The effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;
- (D) One appointee of the Barrow County Personnel Review Board; and
- (E) One appointee of the Barrow County Board of Commissioners, which appointee Shall be selected by a majority vote of the Board of Commissioners.

**Section Two.**                      **Appointment Procedures.**

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made

In the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

**Section Three.**                    **Qualifications of Members of Board of Ethics.**

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

- (A) Resides in the County and is a registered voter;
- (B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment  
Or be the spouse, parent, child or sibling of an Employee or County Official;
- (C) Is not an officer or employee of any political party;
- (D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

**Section Four.**                    **Terms; Vacancies.**

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this

Article shall serve an initial full two-year term and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

**Section Five.**                    **Removal of Member.**

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

**Section Six.**                    **Organization and Internal Operating Regulations.**

- (A) Members of the Board of Ethics shall not be compensated.
- (B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification or vacancy.
- (C) There shall be no regularly scheduled monthly or bimonthly meetings of the

Board of Ethics, however, the Board of Ethics shall meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. Meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the open meetings requirements under state law.

- (D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.
- (E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

**Section Seven. Duties and Powers.**

The Board of Ethics shall have the following duties and powers:

- (A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and regulations do not conflict with any provision contained herein.
- (B) To receive and hear complaints of violations of standards required by this Ordinance.
- (C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after a least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.
- (D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.

- (E) To perform any other function authorized by this Ordinance.
- (F) To issue advisory opinions as provided in this Ordinance.

**Section Eight. Staffing and Expenses.**

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics to publish notices of all meetings upon request of the Board of Ethics' Chairperson and to serve as the recording clerk for the Board of Ethics.

**Section Nine. Counsel.**

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

**Section Ten. Adherence to the Ethics Ordinance.**

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.

**Section Eleven. Prohibition Against Certain Conflicting Political Activity.**

(A) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

- (1) **“Member of the Board of Ethics”** means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.
- (2) **“Political Party”** means a national political party, a state political party, a political action committee, and/or any affiliated organization.
- (3) **“Election”** includes a primary, special and general election.
- (4) **“Nonpartisan Election”** means:
  - (a) An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and
  - (b) An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character
- (5) **“Partisan”** when used as an adjective, refers to a political party.
- (6) **“Political Fund”** means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or

anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee or other entity.

- (7) “**Contribution**” means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise.

(B) **Permissible Activities.** All members of the Board of Ethics are free to engage in political activity to the widest extent consistent with the restrictions imposed in this Section, which restrictions are imposed for the sole purpose of ensuring neutrality and the appearance of neutrality of the Board of Ethics. Each member of the Board of Ethics retains the right to:

- (1) Register and vote in any election;
- (2) Participate in the nonpartisan activities of a civic, community, social, labor, or professional organization or of a similar organization;
- (3) Be a member of a political party or other political organization and participate in its activities to the extent consistent with law;
- (4) Attend a political convention, rally, fundraising function, or other political gathering;
- (5) Sign a political petition as an individual;
- (6) Make a financial contribution to a political party or organization;
- (7) Take an active part, as a candidate or in support of a candidate, in a

nonpartisan election;

- (8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;
- (9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and
- (10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

**(C) Prohibited Activities.**

- (1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.
- (2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:
  - (a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;
  - (b) Organize or reorganize a political party organization or political club;
  - (c) Directly or indirectly solicit, receive, collect, handle, disburse, or

account for assessments, contributions or other funds for a partisan political purpose;

- (d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;
- (e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;
- (f) Become a candidate for, or campaign for, an elective public office In a partisan election;
- (g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;
- (h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;
- (i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;
- (j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;
- (k) Serve as a delegate, alternate or proxy to a political party convention;
- (l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan

candidate for public office or political party office;

(m) Initiate or circulate a partisan nominating position.

- (3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of ethics connected with a nonpartisan election or a nonpartisan issue of any type.

**Section Twelve. Limitation of Liability.**

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics and any person acting under the direction of the Board of Ethics.

**Section Thirteen. Advisory Opinion.**

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official's or Employee's conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law and the opinions of the Ethics Board shall be made available to the public.

**Section Fourteen. Complaints.**

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:

(A) Any person may file a complaint alleging a violation of any of the provisions of This Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavits(s). The person filing the complaint shall verify the complaint by his or her signature thereon. A complaint must be filed within six (6) months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure within six (6) months of the date the alleged violation should have been discovered after due diligence. In the event the Board of Ethics makes an initial determination that a complaint is technically deficient, the Board of Ethics shall submit a list of deficiencies to the complainant and offer the complainant the opportunity to correct the deficiencies within seven (7) days prior to the complaint being dismissed for technical deficiencies.

(B) Upon receipt of a complaint alleging misconduct, the County Official or Employee against whom the complaint was filed may reply to the complaint within thirty (30) days, unless such time for reply is extended by the Board of Ethics upon good cause shown. The response of the County Official or Employee must be supported by affidavits based on personal knowledge, must set forth such facts as would be admissible in evidence and must show

affirmatively that the affiant is competent to testify to the matters stated therein.

All documents referred to in an affidavit(s) should be attached to the affidavit(s).

- (C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.
- (D) If the Board of Ethics determines that specific, substantiated evidence from a credible sources(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.
- (E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.
- (F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems

Necessary to fulfill its obligations under this Ordinance.

**Section Fifteen.            Disciplinary Action.**

- (A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
  - (1) Written warning or reprimand;
  - (2) Suspension without pay;
  - (3) Termination of employment; and
  - (4) Repayment to the County of any unjust enrichment.
  
- (B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
  - (1) Written warning, censure or reprimand;
  - (2) Removal from office to the extent provided by Georgia law; and
  - (3) Repayment to the County of any unjust enrichment.
  
- (C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought within ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The Court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the

issuance of bonds, notes or other evidence of public obligation under this Ordinance.

- (D) In addition to any other remedy provided herein, upon determination of a Violation of this Ordinance, the Board of Ethics may recommend to the Board of Commissioners in writing that any contract, bid or change order that was the Subject of the violation should be cancelled or rescinded. The Board of Commissioners, however, shall retain the discretion to determine whether such a Cancellation or rescission would be in the best interest of the County and shall not be bound in any way by a recommendation of the Board of Ethics.
- (E) The Ethics Board may also forward its findings of fact and conclusions of law to the Barrow County District Attorney's Office and/or the Office of the Governor for appropriate action.

**Section Sixteen. Judicial review.**

- (A) Any party against whom a decision of the Board of Ethics is rendered may obtain judicial review of the decision by writ of certiorari to the superior court of the County. The application for the writ must be filed within thirty (30) days from the date of the written decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.
- (B) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.
- (C) The appellate rights afforded hereunder shall be in lieu of any right to appeal an adverse employment action under the Barrow County Civil Service

System, to the extent the County Official or employee may be subject to the Civil Service System.

## **ARTICLE SIX: MISCELLANEOUS**

### **Section One.                    Severability.**

If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

### **Section Two.                    Repealer**

All laws, resolution, or ordinances or parts thereof that conflict with the provisions of this Ordinance are repealed.

### **Section Three.                Effective Date.**

The effective date of this Ordinance shall be July 1, 2004.

### **AMENDED:**

Article Five, Section 1, Subparagraph (A)            January 25, 2005

Article Five, Section 6, Subparagraph (C)            January 8, 2008