

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Agenda

Monday, May 15, 2017

6:30 PM

2nd Floor Conference Room

Special Called Meeting

Mayor Bucky Johnson
Mayor Pro Tem Josh Bare
Councilman Craig Newton
Council Member David McLeroy
Council Member Andrew Hixson
Council Member Pierre Levy

A. Call to Order by Bucky Johnson
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES

B. Roll Call (recorded)

C. Items for Discussion

1. [17-4592](#) **CDBG 2017 Project Contract -Everglades Trail Culvert Replacement**

The city has been awarded \$300,000 from the Gwinnett County Community Development Block Grant (CDBG) Program for the replacement of the culvert under Everglades Trail west of the intersection of Mitchell Road. The city has advertised for contractors and had a bid opening on April 25, 2017. The apparent low bidder was Georgia Development Partners, Inc., with a bid of \$538,907.01. Staff recommends approval of the contract with this firm. The special call meeting on May 15, 2017 will allow the contractor to start and finish within the summer break from school operations.

[2017 CDBG Culvert Replacement GDP Contract](#)

PH. Public Hearings

E. Adjourn to Executive Session Legal Personnel, and Real Estate



City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

Legislation Details (With Details)

File#: 17-4592 **Version:**

Type: Agenda Item **Status:** Agenda Ready

File Created: 5/2/2017 **In Control:** Special Called Meeting

On Agenda: 5/15/2017 6:30 PM **Status:** Scheduled

Title: CDBG 2017 Project Contract -Everglades Trail Culvert Replacement

Sponsors:

Code Sections:

Attachments:

1. [2017 CDBG CULVERT REPLACEMENT GDP CONTRACT signed](#)

Title
CDBG 2017 Project Contract -Everglades Trail Culvert Replacement

Drafter
Jeff Mueller

Motion
A motion to Approve/Deny the attached contract with Georgia Development Partners, LLC and to authorize the Mayor to execute all necessary documents.

CONTRACT

This **CONTRACT** made and entered into this 15th day of May, 2017 by and between City of Norcross, Georgia (Party of the First Part, hereinafter called the City), and Georgia Development Partners, LLC , (Party of the Second Part, hereinafter called the Contractor).

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

(See Scope of Service and Construction Documents)

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within 150 available days on project.

If said work is not completed within the times stated, the Contractor shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty, (1) \$200 per available day for failure to complete the work in 150 available days

The City shall pay and the Contractor shall receive the prices stipulated in the bid hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed Five Hundred Thirty-Eight Thousand Nine Hundred Seven and 1/100's Dollars (\$ 538,907.01) based on the bid which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the City may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the City to the payment of such just claims.

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

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

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

(Signatures Next Page)

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

CITY OF NORCROSS, GEORGIA

By: _____

ATTEST:

Signature

Print Name

APPROVED AS TO FORM:

Signature
City of Norcross Staff Attorney

CONTRACTOR: Georgia Development Partners, LLC

BY: 

Signature

Sean K.D. Hart

Print Name

President

Title

ATTEST:



Signature

Leslie Stark

Print Name

Corporate Secretary

(Seal)

CONSTRUCTION INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverages must apply:
 - * 1986 (or later) ISO Commercial General Liability Form
 - * Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - * Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations))
 - * Blanket Contractual Liability
 - * Broad Form Property Damage
 - * Severability of Interest
 - * Underground, explosion, and collapse coverage
 - * Personal Injury (deleting both contractual and employee exclusions)
 - * Incidental Medical Malpractice
 - * Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverages must apply
 - * Additional Insured Endorsement
 - * Concurrency of Effective Dates with Primary
 - * Blanket Contractual Liability
 - * Drop Down Feature
 - * Care, Custody, and Control - Follow Form Primary
 - * Aggregates: Apply Where Applicable in Primary
 - * Umbrella Policy must be as broad as the primary policy

5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount.

6. City of Norcross Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability

policies.

7. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

8. Certificate Holder should read:

City of Norcross City Hall, 65 Lawrenceville Street, Norcross, GA 30071

9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

12. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the City to verify the compliance with these insurance requirements.

13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City .

14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to City of Norcross as to form and content has been filed with City of Norcross. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

16. The Contractor shall agree to waive all rights of subrogation against the City , the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City .

17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools,

supplies, and contents.

18. The Contractor shall make available to the City , through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.
22. Surety Bonds (If Required). All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.

PRICE AND PAYMENT PROCEDURES

1.01 SUMMARY

This section contains procedures for measuring work performed by the contractor and subsequent payment of that work. It also contains descriptions related to measurement and payment.

1.02 SECTION INCLUDES

- A. Descriptions
- B. Lump Sum Payment Items
- C. Unit Price Payment Items
- D. Cash Allowances
- E. Schedule of Values
- F. Application for Payment
- G. Change Procedures
- H. Defect Assessment

1.03 DESCRIPTIONS

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.
- D. Measurement of an item of work will be by the unit indicated in the Bid.
- E. Final payment quantities shall be determined from in-place quantities. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- F. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- G. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be

- included in the price bid for item of which it is a part.
- H. Payment of lump sum items shall be based upon progress of the Work as developed through proper updating of the construction Schedule. Estimates of percent complete established by the Engineer and Contractor shall be the basis by which earned value will be calculated and payments will be authorized.
- I. Payment of unit price items will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.

1.04 LUMP SUM ITEMS

Lump Sum per the contract documents including all work shown on the contract drawings and as specified here in exclusive only of those items listed separately in the Bid Schedule as separate Bid Items.

This Lump Sum includes but is not limited to: furnishing and installing all material and furnishing all supervision, equipment, labor, overhead and profit required to provide the work complete, in-place, fully tested, ready for continuous uninterrupted service and Final Acceptance by the Owner excluding those items for which measurement and payment are specified elsewhere.

- A. Measurement: Shall be in accordance with the accepted Schedule of Values.
- B. Payment: Progress payments shall be based on the actual percentage of work satisfactorily completed during the progress payment period in accordance with the approved Schedule of Values. Final Payment shall be the balance of the stated Lump Sum as adjusted by approved Change Orders.

1.05 UNIT PRICE ITEMS

Line Item 1 – General Conditions

1. Pay for this item shall include but not be limited to costs associated with Builders Risk Insurance, Owners/Contractors Protective Insurance, Workers Comprehensive Insurance, Pre-Construction Photographs & Video, Project Mobilization / Demobilization, Permit Fees, Stake Out Surveying, Project Management / Scheduling, and other costs not associated with the other items shown in the schedule of values.
2. Payment will be made based on completion of the project may be paid as a percentage of completion of the project if the construction spans more than one pay application.

Line Item 2 – Payment & Performance Bonds

1. Pay for this item shall include costs associated with securing payment and performance bonds to be provided with the construction contract for the project.

2. Payment will be made based on a lump sum payment identified in the Bid Schedule with the first pay application.

Line Item 4 – Roll Back Curb & Gutter Removal & Disposal

1. Pay for this item shall include removal and disposal of any curb and gutter as identified by the construction plans along Everglades Trail as well as damaged curb and gutter identified by the Norcross Project Manager.
2. This shall include saw cutting, removal of concrete curb and gutter, removal of graded aggregate base and legal disposal of materials as well as importation, placement and compaction of any fill material necessary to facilitate construction of planned improvements.
3. Payment will be made based on multiplying the total length of curb and gutter removed times the unit price identified in the Bid Schedule.

Line Item 5 – Asphalt Roadway Removal & Disposal

1. Pay for this item shall include removal and disposal of asphalt paving within the designated area or as identified by the Norcross Project Manager on Everglades Trail.
2. This shall include saw cutting, removal of asphalt, removal of graded aggregate base and legal disposal of materials.
3. Payment will be made based on multiplying the total area of pavement removed times the unit price identified in the Bid Schedule.

Line Item 6 – Sidewalk Removal & Disposal

1. Pay for this item shall include removal and disposal of any concrete sidewalk as identified by the construction plans as well as damaged sidewalk identified by the Norcross Project Manager associated with a cart path.
2. This shall include saw cutting, removal of concrete and legal disposal of materials.
3. Payment will be made based on a lump sum payment identified in the Bid Schedule with the first pay application.

Line Item 7 – Existing Storm Drainage Removal & Disposal

1. Pay for this item shall include costs associated demolition, removal, and disposal of all existing pipe in the project area.
2. Payment will be made based on completion of the removal / demolition of the existing drainage systems on-site and may be paid as a percentage of completion of demolition if the construction spans more than one pay application.

Line Item 8 – Earthwork Complete

1. Pay for this item shall include all labor and materials necessary to grade the site to the finished elevations from the existing ground elevations in the construction plans.
2. Pay for this item shall not include excavation and replacement of unsuitable soils.
3. The contractor shall be responsible for securing a disposal site for suitable soils not to be reutilized on-site and shall include all costs associated with removing such soils from the project site including but not limited to easements, payments to property owners, permitting, erosion control, transportation costs, etc.
4. The contractor shall be responsible for securing a borrow site with soils acceptable to the Norcross Project Manager for soils necessary to bring the existing grade up to proposed grades (i.e. import) and shall include all costs associated with bringing soils to the project site including but not limited to easements, payments to property owners, permitting, erosion control, transportation costs, etc.

5. Payment will be made based on completion of the grading of the site and may be paid as a percentage of completion of construction if the construction spans more than one pay application.

Line Item 9 – Installation of By-Pass Route

1. Pay for this item shall include all labor and materials necessary to construct the temporary by-pass route as shown on page C-102 of the construction plans.
2. Pay for this item shall not include excavation and replacement of unsuitable soils.
3. Pay for this item shall include importation of site preparation, fill materials, storm drainage pipes, roadway materials, geotextile fabric, geogrid, #57 stone, GAB, jersey barrier wall, and temporary water line.
4. The contractor shall be responsible for securing a borrow site with soils acceptable to the Norcross Project Manager for soils necessary to bring the existing grade up to proposed grades (i.e. import) and shall include all costs associated with bringing soils to the project site including but not limited to easements, payments to property owners, permitting, erosion control, transportation costs, etc.
5. Payment will be made based on completion of the grading of the site and may be paid as a percentage of completion of construction if the construction spans more than one pay application.

Line Item 10 – By-Pass Road Maintenance During Project

1. Pay for this item shall include all labor and materials necessary to maintain the by-pass road during the portion of the project when traffic is diverted from Everglades Trail to the by-pass road.
2. Pay for this item shall at a minimum replenishment of the GAB driving surface as necessary to maintain a smooth surface and positive drainage off of the roadway. This item shall also include grading of the roadway after every rainfall event (within 1 business day of the event) and every 5 days over the course of the use of the by-pass road while the public is utilizing the route.
3. Payment will be made based on completion of the project and may be paid as a percentage of completion of construction if the construction spans more than one pay application.

Line Item 11 – Removal & Disposal of Temporary By-Pass Measures

1. Pay for this item shall include all labor and materials necessary to remove the by-pass road and restore the site to conditions at least equal to that which existed prior to construction.
2. Pay for this item shall include excavation and removal of all fill materials and other materials placed in the proposed route.
3. Pay for this item shall also include stabilization of the site.
4. The contractor shall be responsible for securing a disposal site for suitable soils and shall include all costs associated with removing such soils from the project site including but not limited to easements, payments to property owners, permitting, erosion control, transportation costs, etc.
5. Other materials become the property / responsibility of the contractor at the time of their removal of the site.
6. Payment will be made based on completion of the removal process and may be paid as a percentage of completion of construction if the construction spans more than one pay application.

Line Item 12 – Sidewalk

1. Pay for this item shall include all labor and materials necessary for installation of a new sidewalk to the specifications as shown on but not limited to Page C-200 and C-700 of the construction plans.
2. This pay item shall not include excavation and replacement of unsuitable subgrade materials.
3. Payment will be made based on multiplying the total area of sidewalk installed times the unit price identified in the Bid Schedule.

Line Item 13 – Asphalt Roadway

4. Pay for this item shall include all labor and materials necessary for installation of new asphalt roadway to the specifications as shown on but not limited to Page C-200 and C-700 of the construction plans.
5. This pay item shall not include excavation and replacement of unsuitable subgrade materials.
6. Payment will be made based on multiplying the total area of asphalt roadway installed times the unit price identified in the Bid Schedule.

Line Item 14 – Roll Back Curb & Gutter

1. Pay for this item shall include all labor and materials necessary for installation of a curb and gutter to the specifications as shown on but not limited to Page C-200 and C-700 of the construction plans.
2. Payment will be made based on multiplying the total length of curb and gutter installed times the unit price identified in the Bid Schedule.

Line Item 15 – Junction Box

1. Pay for this item shall include all labor and materials necessary for construction of a junction box as shown in the construction plans on page C-200.
2. This line item shall include excavation, subgrade preparation, placement of the structure, connection to the proposed pipe system, and backfill of the structure along with the manhole ring and cover.
3. Payment will be made based on completion of installation of the structure and may be paid as a percentage of completion if the installation spans more than one pay application.

Line Item 16 – 18-Inch RCP

1. Pay for this item shall include installation of a 18-inch re-enforced concrete pipe as shown on Page C-200 of the construction plans.
2. This pay item shall include excavation of a trench suitable for installation of the pipe, subgrade preparation, bedding and back fill of the trench.
3. Payment will be made based on multiplying the total length of 18-inch pipe times the unit price identified in the Bid Schedule.
4. Where pipe is laid between manhole structures, the pipe length shall be determined by measuring from the centerline of the upstream structure to the centerline of the downstream structure. If the downstream structure is a wall (headwall) then it is measured to the outside face of the wall.

Line Item 17 – Single 8x8 Pre-Cast Concrete Box Culvert

1. Pay for this item shall include installation of a 8-foot wide by 8-foot high pre-cast concrete box culvert as shown on Page C-200 of the construction plans.
2. This pay item shall include excavation of a trench suitable for installation of the pipe, subgrade preparation, bedding and back fill of the trench.

3. Pay for this item will not include allowances for excavation, disposal, or replacement of un-suitable soils.
4. Payment will be made based on multiplying the total length of single 8x8 culvert times the unit price identified in the Bid Schedule.

Line Item 18 – Double 8x6 Pre-Cast Concrete Box Culvert

1. Pay for this item shall include installation of a double 8-foot wide by 6-foot high pre-cast concrete box culvert as shown on Page C-200 of the construction plans.
2. This pay item shall include excavation of a trench suitable for installation of the pipe, subgrade preparation, bedding and back fill of the trench.
3. Pay for this item will not include allowances for excavation, disposal, or replacement of un-suitable soils below the normal trench depth for installation of the culvert.
4. Pay for this item will include allowances for construction of the concrete bulkhead and #57 stone bedding shown on Detail 5 of page C-700.
5. Payment will be made based on multiplying the total length of double 8x6 culvert times the unit price identified in the Bid Schedule.

Line Item 19 – Headwalls

1. Pay for this item shall include all labor and materials necessary for construction of a concrete headwall as shown in the construction plans on page C-200.
2. Payment will be made based on completion of installation of the structure and may be paid as a percentage of completion if the installation spans more than one pay application.

Line Item 20 – Silt Fence (Sd1-S) (Double Row)

1. Pay for this item shall include all labor and materials necessary to install a double row Type C or Type C-Alt Silt Fence as specified in the construction plans or the Georgia Soil and Erosion Manual (Green Book) as shown in the construction plans or as directed by the Norcross Project Manager if additional silt fence is necessary to control erosion on the site.
2. Payment will be made based on the length of silt fence installed times the unit price identified in the Bid Schedule.

Line Item 21 – Construction Entrance

1. Pay for this item shall include all labor and materials necessary to install a construction entrance as specified in the construction plans or the Georgia Soil and Erosion Manual (Green Book).
2. Payment will be made based on a complete installation and maintenance of the construction entrance times the unit price identified in the Bid Schedule.

Line Item 22 – Tree Save / Construction Fencing

1. Pay for this item shall include all labor and materials necessary to provide construction fencing (i.e. tree protection fence) as shown on the construction plans.
2. Payment will be made based on multiplying the total length of fence installed times the unit price identified in the Bid Schedule.

Line Item 23 – Temporary Stabilization (DS-1, DS-2)

1. Pay for this item shall include all labor and materials necessary to install temporary mulch / grassing as specified in the construction plans or the Georgia Soil and Erosion Manual (Green Book) over an area as shown in the construction plans or as directed by the Norcross Project Manager if additional areas are necessary to control erosion on the site.

2. Payment will be made based on the area of land covered by temporary grassing times the unit price identified in the Bid Schedule.

Line Item 24 – Permanent Stabilization (DS-3)

1. Pay for this item shall include all labor and materials necessary to install permanent grassing as specified in the construction plans or the Georgia Soil and Erosion Manual (Green Book) over an area as shown in the construction plans or as directed by the Norcross Project Manager if additional areas are necessary to control erosion on the site.
2. Payment will be made based on the area of land covered by temporary grassing times the unit price identified in the Bid Schedule.

Line Item 25 – Rip-Rap Stabilization

1. Pay for this item shall include all labor and materials necessary to install a rip-rap apron as specified in the construction plans or the Georgia Soil and Erosion Manual (Green Book) over an area as shown in the construction plans or as directed by the Norcross Project Manager if additional areas are necessary to control erosion on the site.
2. Payment will be made based on the area of land covered by rip-rap times the unit price identified in the Bid Schedule.

Line Item 26 – Erosion Control Matting

1. Pay for this item shall include all labor and materials necessary to install North American Green S-150 temporary erosion control matting or approved equivalent (to be approved by the Norcross Project Manager) to manufacturer's specifications.
2. Payment will be made based on the area of land covered by specified product times the unit price identified in the Bid Schedule.

Line Item 27 – Remove Temporary Erosion Control Measures

1. Pay for this item shall include all labor and materials necessary to remove temporary erosion control measures including but not limited to hay-bales, silt fence, etc..
2. Payment will be made based on completion of the removal of the temporary erosion control measures and may be paid as a percentage of completion of completion if the removal of the temporary erosion control measures spans more than one pay application.

Line Item 28 – Traffic Control (Signage)

1. Pay for this item shall include all labor and materials to provide traffic control during construction as required but not limited to the specifications shown in the construction plans and the Manual of Uniform Traffic Control Devices (MUTCD). Pay for this item shall not include costs associated with flagmen.
2. Payment will be made based on completion of the project and may be paid as a percentage of completion of completion if the construction spans more than one pay application.

Line Item 29 – Traffic Control (Flagmen)

1. Pay for this item shall include all labor and materials to provide at least two GDOT certified flagmen per day from the hours of 7am to 7pm during weekdays. Pay for this item will not include pay for flagmen services outside of the hours specified above nor will it include weekends or Norcross recognized holidays for which City employees would not be required to work.
2. Payment will be made based on each day flagmen are provided for the project as approved by the Norcross Project Manager times the unit price identified in the Bid Schedule.

Line Item 30 – Utility Coordination

1. Pay for this item shall include all labor and materials to coordinate with local utilities that may be affected by the construction of this project. The contractor shall notify and coordinate all activities with local utilities. Pay for this item shall also include costs associated with installation of a new water line under Everglades Trail prior to completion of the roadway paving. All work shall be to Gwinnett County Water Resources standards and coordinated with the same. Any direct costs from affected utilities to the contractor will be paid by the City of Norcross via duly authorized change order and shall not include any mark-up by the contractor.
2. Payment will be made based on completion of the project and may be paid as a percentage of completion of completion if the construction spans more than one pay application.

Line Item C-1 – Unsuitable Soils

1. Pay for this item shall include all labor and materials necessary to remove and disposal of the unsuitable soils not suitable for reuse on the site.
2. The contractor shall be responsible for securing a disposal site for unsuitable soils and shall include all costs associated with removing unsuitable soils from the project site including but not limited to easements, payments to property owners, permitting, erosion control, transportation costs, etc.
3. The contractor shall be responsible for securing a borrow site with soils acceptable to the Norcross Project Manager and shall include all costs associated with bringing soils to the project site including but not limited to easements, payments to property owners, permitting, erosion control, transportation costs, etc.
4. The Norcross Project Manager shall be responsible for determining the presence of unsuitable soils and shall determine in coordination with the contractor's representative the volume of unsuitable soils to be removed and replaced before soils are removed from the site. Unsuitable soils removed by the contractor prior to coordination with the Norcross Project Manager shall not be paid.
5. Pay for this item shall include costs associated with excavation and replacement of soils on site associated with unsuitable soils. Excavation of unsuitable soils and placement of suitable soils shall constitute one item. In other words, excavation of 1 cubic yard of unsuitable soils will not be paid until it is replaced with 1 cubic yard of suitable soils.
6. Payment will be made based on the volume of material removed from the site times the unit price identified in the Bid Schedule.
7. This item is a contingency item and will only be utilized if authorized by the Norcross Project Manager. Specific need for this line item shall be determined by the Norcross Project Manager and no guarantee is made by the City of Norcross that the contractor will utilize this line item.

Line Item C-2 – Graded Aggregate Base

1. Pay for this item shall include all labor and materials necessary to purchase, import, and place graded aggregate base also known as GAB.
2. The contractor shall be responsible for securing GAB meeting GDOT standards and acceptable to the Norcross Project Manager and shall include all costs associated with purchase, transportation, and placement costs, etc.
3. Payment will be made based on the weight of GAB placed at the site as determined by truck weight tickets times the unit price identified in the Bid Schedule.
4. This item is a contingency item and will only be utilized if authorized by the Norcross Project Manager. Specific need for this line item shall be determined by the Norcross Project Manager and no guarantee is made by the City of Norcross that the contractor will utilize this line item.

Line Item C-3 – Tensar (Triax) or Approved Equal

1. Pay for this item shall include all labor and materials necessary to install Tensar Triax geogrid or approved equivalent (to be approved by the Norcross Project Manager) to manufacturer's specifications.
2. Payment will be made based on the area of land covered by specified product times the unit price identified in the Bid Schedule.
3. This item is a contingency item and will only be utilized if authorized by the Norcross Project Manager. Specific need for this line item shall be determined by the Norcross Project Manager and no guarantee is made by the City of Norcross that the contractor will utilize this line item.

Line Item C-4 – 8 oz Non-Woven Geotextile Fabric

1. Pay for this item shall include all labor and materials necessary to install 8 oz per yard non-woven needle punched geotextile fabric (to be approved by the Norcross Project Manager) to manufacturer's specifications.
2. Payment will be made based on the area of land covered by specified product times the unit price identified in the Bid Schedule.
3. This item is a contingency item and will only be utilized if authorized by the Norcross Project Manager. Specific need for this line item shall be determined by the Norcross Project Manager and no guarantee is made by the City of Norcross that the contractor will utilize this line item.

Line Item C-5 – Stone (No. 57)

1. Pay for this item shall include all labor and materials necessary to purchase, import, and place No. 57 stone.
2. The contractor shall be responsible for securing clean washed No. 57 meeting GDOT standards and acceptable to the Norcross Project Manager and shall include all costs associated with purchase, transportation, and placement costs, etc.
3. Payment will be made based on the weight of stone placed at the site as determined by truck weight tickets times the unit price identified in the Bid Schedule.
4. This item is a contingency item and will only be utilized if authorized by the Norcross Project Manager. Specific need for this line item shall be determined by the Norcross Project Manager and no guarantee is made by the City of Norcross that the contractor will utilize this line item.

Line Item C-6 – Stone (No. 3)

1. Pay for this item shall include all labor and materials necessary to purchase, import, and place No. 3 stone.
2. The contractor shall be responsible for securing clean washed No. 3 meeting GDOT standards and acceptable to the Norcross Project Manager and shall include all costs associated with purchase, transportation, and placement costs, etc.
3. Payment will be made based on the weight of stone placed at the site as determined by truck weight tickets times the unit price identified in the Bid Schedule.
4. This item is a contingency item and will only be utilized if authorized by the Norcross Project Manager. Specific need for this line item shall be determined by the Norcross Project Manager and no guarantee is made by the City of Norcross that the contractor will utilize this line item.

Line Item C-7 – Type 3 Rip-Rap

1. Pay for this item shall include all labor and materials necessary to purchase, import, and place Type 3 Rip-Rap stone.

2. The contractor shall be responsible for securing Type 3 Rip-Rap stone meeting GDOT standards and acceptable to the Norcross Project Manager and shall include all costs associated with purchase, transportation, and placement costs, etc.
3. Payment will be made based on the weight of stone placed at the site as determined by truck weight tickets times the unit price identified in the Bid Schedule.
4. This item is a contingency item and will only be utilized if authorized by the Norcross Project Manager. Specific need for this line item shall be determined by the Norcross Project Manager and no guarantee is made by the City of Norcross that the contractor will utilize this line item.

Line Item C-8 – Type 1 Rip-Rap

1. Pay for this item shall include all labor and materials necessary to purchase, import, and place Type 1 Rip-Rap stone.
2. The contractor shall be responsible for securing Type 1 Rip-Rap stone meeting GDOT standards and acceptable to the Norcross Project Manager and shall include all costs associated with purchase, transportation, and placement costs, etc.
3. Payment will be made based on the weight of stone placed at the site as determined by truck weight tickets times the unit price identified in the Bid Schedule.
4. This item is a contingency item and will only be utilized if authorized by the Norcross Project Manager. Specific need for this line item shall be determined by the Norcross Project Manager and no guarantee is made by the City of Norcross that the contractor will utilize this line item.

Line Item C-9 – Silt Fence (Sd1-S)

1. Pay for this item shall include all labor and materials necessary to install a single row Type C or Type C-Alt (also known as sensitive) Silt Fence as specified in the construction plans or the Georgia Soil and Erosion Manual (Green Book) as shown in the construction plans or as directed by the Norcross Project Manager.
2. Payment will be made based on the length of silt fence installed times the unit price identified in the Bid Schedule.
3. This item is a contingency item and will only be utilized if authorized by the Norcross Project Manager. Specific need for this line item shall be determined by the Norcross Project Manager and no guarantee is made by the City of Norcross that the contractor will utilize this line item.

Line Item C-10 – Traffic Control (Flagmen) – After Hours

1. Pay for this item shall include all labor and materials to provide at least two GDOT certified flagmen outside of the hours of 7am to 7pm during weekdays.
2. Payment will be made based on each hour flagmen are provided for the project as approved by the Norcross Project Manager times the unit price identified in the Bid Schedule.

1.06 CASH ALLOWANCES

A. General

1. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents if any. These allowances shall cover the net cost of the services provided by a firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.

2. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition.
 3. No payment shall be provided for services which fail to verify required results.
- B. Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.
- C. Documentation
1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
 2. Submit results of services provided which verify required results.

1.07 SCHEDULE OF VALUES

- A. Submit printed schedule on EJCDC C-620 or Contractor's standard form or electronic media printout will be considered for this use.
- B. Submit Schedule of Values within 20 days after date established in Notice to Proceed.
- C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify site mobilization, and bonds and insurance.
- D. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- E. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders with each Application for Payment.

1.08 EXISTING CONDITIONS PHOTOGRAPHS AND VIDEO

- A. Contractor shall provide to Owner complete and detailed photographs and video of entire project site, indicating existing site conditions. Contractor to submit with Schedule of Values.

1.09 APPLICATION FOR PAYMENT

- A. For each item, provide a column for listing each of the following:
 1. Item Number.
 2. Description of work
 3. Scheduled Values.

4. Previous Applications.
 5. Work in Place and Stored Material under this Application.
 6. Authorized Change Orders.
 7. Total Completed and Stored to Date of Application.
 8. Percentage of Completion.
 9. Balance to Finish.
 10. Retainage.
 11. Construction Photographs.
- B. Submittal Procedures
1. Submit six (6) copies of each Application for Payment.
 2. Submit and updated construction schedule with each application for Payment.
 3. Payment Period: Submit on the 25th of each month.
 4. Submit with transmittal letter as specified for Submittals in Section 01 33 00.
 5. Submit waivers showing that suppliers and sub-contractors have been paid the amount due from the previous invoice.
 6. The first application will be processed after owner agreement with the construction schedule.
- C. Substantiating Data for Progress Payments
1. When the Engineer requires substantiating data, submit suitable information with a cover letter identifying:
 - a. Project.
 - b. Application for Payment number and date.
 - c. Detailed list of enclosures.
 - d. For stored products:
 - 1) Item number and identification as shown on the Application for Payment.
 - 2) Description of specific material
 - 3) Invoices for stored products
 2. Submit one copy of data and cover letter for each copy of the Application for Payment.
 3. Maintain an updated set of drawings to be used as record drawings in accordance with Section 01 70 00. Exhibit the updated record drawings for review by the Engineer.

1.10 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work.

- Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
1. Use CSI Form 13.2A - Request for Interpretation or Contractor's standard for requesting interpretations.
 2. Engineer may respond with a direct answer on the Request for Interpretation form.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in Section 00 94 39 Field Order.
- E. Engineer may issue Notice of Change in Section 00 94 49 Work Change Directive including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within <7> days.
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation.
- G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract in Section 00 94 63 Change Order.
- H. Correlation of Contractor Submittals:
1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
 3. Promptly enter changes in Record Documents.

1.11 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer and Owner, and unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- E. Individual Specification Sections may modify these options

- or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of the required Work.
 5. Products remaining on hand after completion of the Work.
 6. Loading, hauling, and disposing of rejected products.

END OF SECTION

SCOPE OF SERVICE

Project Description:

The Everglades Trail Drainage Replacement Project is a City of Norcross Public Works construction project designed to replace an existing aging culvert under Everglades Trail which passes surface water and storm water runoff from Beaver Ruin Creek. The proposed project is located on Everglades Trail approximately 300 feet southwest of the intersection of Everglades Trail and Mitchell Road in the City of Norcross. The existing culvert consists of two elliptical corrugated metal pipes approximately 80-inches wide by 60-inches high with deteriorating masonry brick headwalls. Everglades Trail serves as the sole ingress / egress route for the adjacent subdivision. Construction will consist of replacing the existing corrugated metal pipes with a new concrete box culvert system and associated site improvements. The eastern two barrels will consist of 8-foot wide by 6-foot high pre-cast concrete box culverts while the western barrel will consist of an 8-foot wide by 8-foot high pre-cast concrete box culvert. The latter culvert will be lowered 2-feet such that the crowns of all three barrels will match and allow a natural substrate channel to form as required by applicable United States Army Corps of Engineers permits.

As noted above, Everglades Trail serves as the sole ingress / egress route for the adjacent residential subdivision. As such, the project will include construction of new temporary by-pass route to accommodate traffic during the course of the project. Please note that at no time during the project will traffic access be halted to the subdivision. Following construction and approval of the temporary by-pass route, only then will traffic be diverted to the by-pass route. Additionally, the project includes requirements for provision of flagmen during the portion of the project that involves closing the existing portion of Everglades Trail. Given the significant impact to traffic that this project will cause, Everglades Trail may not be closed before May 25th, 2017 and must be reopened to traffic by August 4th, 2017. These dates were chosen based on the end of the 2016/2017 Gwinnett County school year and the beginning of the 2017/2018 school year. Following, completion of the installation of the culverts and roadway, the contractor will be responsible for removing the temporary by-pass route and restoring the site back to the original conditions including haul-off of fill material, pipes, barriers, roadway surfaces, erosion control, etc.

Other work included in the project will include utilities coordination / relocation coordination, asphalt paving, curb and gutter construction, sidewalk construction, earthwork, importation / export of fill materials, landscaping, erosion control, and other work as necessary to complete the project. The contractor will have 120 days to substantially complete the work and 150 days to final completion of the project from the Notice to Proceed.

This project is being funded by a combination of local funds and funds from the Community Block Development Grant program.

Schedule:

It is anticipated that the project will receive a notice to proceed on or about May 10th, 2017. The final date of the Notice to Proceed will be negotiated with the contractor. However, Everglades Trail may not be closed to traffic (i.e. diverted to the by-pass route) until May 25th, 2017. Prior to that date, the contractor may construct the by-pass route and other preparatory work assuming that it does not significantly disrupt traffic operations on Everglades Trail.

SEQUENCE OF OPERATIONS

I. GENERAL:

- A. The purpose of this Special Provision is to provide for a sequence of Construction procedures for the construction of the above noted Project, and for coordination of a Sequence of Operations between this project and existing roads that cross and/or pass through certain portions of the Project.
- B. This Special Provision is a supplement to the Standard Specifications setting forth specific procedures, and does not relieve the Contractor of any responsibilities placed upon him by the Standard Specifications.
- C. Article 104.05 Maintenance During Construction:
 - A. Detours outside of Right of Way: Retain and expand as follows:
 - 1. Where the proposed work has made the use of bypasses or detours necessary, the Contractor shall schedule the work to reduce their use to an absolute minimum time. Minimum time is defined as that time needed to effectively and continuously prosecute the work, within the provisions of the Specifications, to such point that traffic may safely use the permanent facility.
 - 2. Where traffic is permitted through The Work as staged, the Contractor may choose to construct, at his own expense, temporary bypasses or detours in order to expedite The Work. Plans for such temporary bypasses or detours must be approved by The Engineer prior to construction. Such bypasses or detours shall be removed promptly when they are, in the opinion of the Engineer, no longer necessary for the satisfactory progress of the work.
- D. During the life of this contract other, including but not limited to, Department contractors and utility owners, will be working on this project or related projects in this area. The Contractor's attention is directed to the requirements of Standard Specifications Section 105 - Control of Work, with particular attention to sub-section 105.07 - Cooperation Between Contractors.
- E. Delays to Traffic:

When construction necessitates temporary suspension of an existing traffic signal operation, the Contractor shall furnish an off-duty police officer to regulate and maintain traffic control at the site.

The Contractor will, pursuant to the 'INSURANCE REQUIREMENTS' of this contract, provide full liability and workers compensation coverage for persons performing this function and agrees that such persons are included and incorporated into the basic agreement between the parties wherein the Contractor assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants and employees,

and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder.

- F. 107.07 - Public Convenience and Safety, is expanded or modified as follows:

Traffic whose origin or destination is within the limits of the Project shall be provided ingress and egress at all times unless otherwise stipulated in Part VI below. The ingress and egress is to include entrance and exit via driveways at the various properties and access to intersecting roads, streets, and interchange ramps. The Contractor shall maintain sufficient personnel and equipment on the Project at all times, particularly during inclement weather, to insure that ingress and egress are provided when and where needed.

No resident or business shall be denied vehicular access to their property for any length of time other than that which is absolutely necessary, and as determined the Engineer.

II. ORDER OF WORK:

- A. The Contractor shall plan and prosecute the work such that disruption to personal property and business is held to a practical minimum.

All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of each drainage structure or section of curb and gutter, sidewalk, or driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration runoff.

- B. Specific reference is made to Article 104.05 of the Standard Specifications - Maintenance During Construction, which is expanded or modified as follows:

All outfall ditches, channel relocations, detention basins, critical storm drainage structures, etc., shall be constructed prior to the beginning of grading operations so that the best possible drainage will be in effect during construction of the Project.

- C. Grading, grassing, and erosion control shall be a continuous operation to the extent that no embankment or backslope will be left unmulched and/or ungrassed, and/or unprotected, so as to cause siltation beyond the right of way of the Project.
- D. Rock, boulders or debris removed during construction shall not be left on the project in any area where they may be subject to a vehicle running off the road and striking them.
- E. Specific reference is made to Sub-Section 107.09 -Barricades, Danger, Warning and Detour Signs, which is expanded or modified as follows:

Work causing constriction of traffic flow shall not be performed at two different locations on the same side of the roadway within 1/2 mile section in rural areas or within a 500-foot section on urban construction.

Work shall be performed on only one side of the existing roadway at any time within any 1/2 mile section.

When not in use, all striped barrels, signs, or other traffic control devices shall be either masked or removed and faced so as not to confuse the traveling public.

F. When all or portions of a project are to be constructed under traffic the following requirements will apply:

1. Contractor's Vehicles: The Contractor's vehicles will be required to travel with the normal traffic flow.
2. In order to provide the greatest possible convenience to the public in accordance with the Sub-Section 107.07, the Contractor shall remove all lane closure markings and devices immediately when lane closure work is completed or temporarily suspended for any length of time.
3. Painted Traffic Stripe, Section 652, Thermoplastic Traffic Stripe, Section 653, and Raised Pavement Markers, Section 654: The installation work on these items shall be scheduled as early as possible in the Sequence of Operations. Reference is made to Section 150 for Temporary Striping.
4. Cleaning Up and Finishing: At the end of work each day the Contractor will be required to remove all debris, stockpiled materials, equipment, tools and any other hazards on the pavement to a safe location as far as practical from the travel lane, so as not to block sight distance at any intersecting road or driveway. It may be necessary for the Contractor to provide additional protection for these areas in the form of additional barrels, barricades, temporary barrier or any other means necessary to protect the safety of the traveling public along the project limits. No separate payment will be made for any additional safety measures. This work to be included in price bid for Traffic Control.
 - a. All areas within the limits of the Project, which are determined by the Engineer to be unnecessarily damaged, due either directly or indirectly to the process of construction, shall be cleaned up, redressed and grassed. All surplus materials shall be removed and disposed of as required. This is not a payment item and shall be done without additional compensation.

G. As an alternate to the sequence described above the Contractor may submit for approval his own Sequence of Work plan. Sufficient lead time for the Department's review shall be given this submission so that a decision on its acceptability may be given at the Preconstruction Conference. Insufficient lead time or no submission by the Contractor shall be construed as his acceptance of the procedures outlined below and his willingness to execute same.

The City will not pay, or in any way reimburse the Contractor for claims to the Contractor's inability to perform his work in accordance with the Sequence provided in this Special Provision.

III. EQUIPMENT NOISE:

All equipment used on the Work shall come equipped with factory installed mufflers or manufacturer's recommended equivalent in good condition. These mufflers shall be maintained in good condition throughout the life of the Contract. In areas of existing subdivisions, equipment will not operate between the hours of 10:00 pm and 7:00 am, seven days a week.

IV. SPECIAL CONDITIONS:

- A. The Contractor may be responsible for removal of any existing highway signs and guardrail, bridge timber decking, and stockpiling them in a safe place until they are picked up by City of Norcross Maintenance Department. Material to be stockpiled will be determined by the engineer.
- B. Phase Construction will be as indicated on the Plan and Cross Section Sheets and in this document. The Contractor may propose an alternate to the Sequence of Work shown in the plans, provided that he complete the project on or before the Available Days as provided in the Contract, and at no increase in cost to the City . Any alternate Sequence of Work plan shall be subject to the approval of the Engineer.
- C. Any traffic pattern changes from the normal existing flow will require the approval of the Transportation Engineer, City of Norcross. Two (2) weeks prior notice will be required. The Contractor will coordinate the contact with the City of Norcross through the Project Inspector assigned to the Project.
- D. In accordance with Section 105.07 of the Georgia Department of Transportation Standard Specifications and all current Supplemental Specifications, cooperation between contractors and coordination of construction will be required.
- E. Prior to placement of temporary or permanent pavement markings, pre-lining of all areas must be approved by the Transportation Engineer, City of Norcross, and will be coordinated by the Contractor through the Project Inspector assigned to the Project. The Contractor will provide all necessary temporary traffic control and lane closures to allow for prelining to be accomplished as directed by the engineer. A 48-hour notice will be required. All projects constructed for the City of Norcross will require the placement of temporary raised pavement markers on all traffic shifts. A traffic shift is defined as the rerouting of traffic to a new location and temporary raised pavement markers will be used to delineate the centerline through the transitions and includes the tangents and curves. It is the intent of this Specification to provide raised pavement markers from the first move of traffic through the final location of the traffic lanes after the surface mix and permanent raised pavement markers has been placed. The cost of the temporary raised pavement markers will be included in the Lump Sum Bid for Traffic Control.
- F. Section 107.13.F, Mailboxes, of the 2001 Standard Specifications is deleted in its entirety and the following is to be substituted:

The Contractor shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron. It may be necessary for the Contractor to confer with the Post Office serving the area.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damaged posts and/or mailboxes shall be replaced and installed by the Contractor at his expense, excluding mailbox enclosures of masonry construction. The Contractor will provide a new mailbox for any existing mailboxes, which cannot be relocated.

Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price.

- G. The Contractor shall provide off road parking areas within the construction zone and away from the intersecting streets or roads. The unauthorized parking of employees' vehicles and/or equipment will not be permitted along the shoulders or adjacent to the active traffic on any road or street in City of Norcross. It will be the Contractor's responsibility to prevent the violation of this provision. Failure to comply with the terms of this provision will result in the suspension of the work.
- H. Access to the Project, including parking and work areas, is to be provided by the Contractor and will be constructed from the City roads and not through any subdivision streets or other areas not constructed for major traffic and will be subject to the approval of the Engineer.
- I. Use of subdivision streets, as a haul route will not be permitted unless special permission is granted by the City of Norcross D.O.T.

V. ENFORCEMENT:

In the event that compliance with the objectives stated herein are not achieved, the Engineer in charge of the work will close down all operations being performed, except erosion control and traffic control. The Engineer may also withhold any payments due, when necessary, until all requirements herein have been met.

VI. MEASUREMENT AND PAYMENT:

There will be no separate measurement or payment for the work described herein, and all costs, direct or indirect, of complying with the requirements of this Special Provision shall be included in the overall bid submitted or as "Traffic Control - Lump Sum".

VII. STAGE CONSTRUCTION:

In order to follow good construction procedures and minimize inconvenience to the traveling public, it will be necessary to maintain traffic through the construction areas where practical. This will be accomplished by utilizing existing roadways and staging construction.

1. The Contractor is responsible for erecting and maintaining all barricades and signs in accordance with MUTCD. Costs to be included in price bid for traffic control.
2. The Contractor will notify the City of Norcross two (2) weeks in advance of any lane closings so a public announcement can be made.
3. Access is to be provided to the adjacent areas along the project at all times.
4. Lane closures will not be allowed before 9:00 AM or after 4:00 PM daily.

UTILITY CONFLICTS

Utility companies having known facilities that conflict with the construction of this project will be directed by the Department to adjust or relocate their facilities and will be notified of the contract award.

It will be the Contractor's responsibility to conform with all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the Project. The Contractor's attention is directed to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Article 107.21.

It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay. Where stage construction is required it shall be the Contractor's responsibility to notify the utility owner when each stage of work is completed and the site is available for utility work to proceed.

Information concerning utility facilities known to exist within the project limits, including the list of owners, is shown on the plans.

It shall be the responsibility of the Contractor to determine the estimated time for relocation and adjustment of facilities of all utility companies and to consider in his bid all such relocations and adjustments.

In accordance with Article 105.06 of the Specifications, the Department shall not be liable for payment of any costs due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them. Delays by utilities will continue to be considered by the Department in charging Contract Time in accordance with Article 107.21G

The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his work.

It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay.

The Contractor will be required to locate and reference all water meters and water valves within the construction limits. The reference points are to be located so that the references will not be

disturbed and the location of the meters and valves can be re-established. A permanent written record of the reference points will be made and a copy will be furnished to the Engineer. Access to fire hydrants will be maintained at all times. All water valves that are to remain in the areas of construction are to be checked after asphaltic concrete has been placed to ensure access at all times.

Georgia law requires that a telephone call or adequate notice must be given 3 days before work is to begin. The notice will remain in effect for 10 working days from the date the Utilities Protection Center is notified. In the Atlanta Area, the Contractor is to call 811 and throughout Georgia the Contractor is to call 1-800-282-7411.

The contractor's attention is directed to the plan set for the name of the utility owners and the type of facilities involved.

GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Norcross contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to

uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Norcross Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. City of Norcross is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Norcross. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid

was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the City of Norcross of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at City of Norcross's discretion.

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (110%) payment bond shall be furnished to City of Norcross for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable

surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

XI. AWARD

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

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. CITY FURNISHED PROPERTY

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

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

When the contractor has performed in accordance with the provisions of this agreement, City of Norcross shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Norcross fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid City of Norcross occupation tax certificate if the bidder maintains an office within the unincorporated area of City of Norcross. Incorporated, out of City, and out of State bidders are required to provide evidence of a certificate to do business in any town, City or municipality in the State of Georgia, or as otherwise required by City ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the City of Norcross Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for City of Norcross are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), City of Norcross provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of City of Norcross should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the City, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal

Immigration Reform and Enforcement Act.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the City must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the City, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the City.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the City contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, City of Norcross may direct the contractor to terminate that subcontractor. A contractor's failure to follow City of Norcross's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

XXIX.SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with all applicable local, state and federal legislation, rules, regulation and orders.

XXX.GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and

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

XXXII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the City Attorney for possible criminal prosecution.

Any business entity holding a contract with City of Norcross that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the City.

XXXIII. PENDING LITIGATION:

A bid submitted by an individual, firm or business who has litigation pending against the City, or anyone representing a firm or business in litigation against the City, not arising out of the procurement process, will be disqualified.

SPECIAL PROVISIONS

A. **Permits**

As this is a maintenance project, a land disturbance permit will not be required from the city's Community Development Department.

Reference letter from the engineer with regards to environmental permitting compliance.

B. **Retainage**

Retainage on work completed will be withheld by the City as follows: The City shall retain 10% of the gross value of the completed work, indicated by current estimates, until all pay items are substantially completed.

C. **Work Hours**

No work shall take place on Saturday or Sunday. The daily hours will be provided with the notice to proceed.

D. **Disposal of Refuse**

The Contractor shall be solely responsible for disposing of materials and shall take into account, before bidding the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross Georgia. Please see below:

Environmental Impact Reduction Innovative Measures

The City of Norcross in conjunction with the Atlanta Regional Commission states the purpose of Innovative Measures is to "implement projects, policies, programs, etc. that reduce the local community's environmental impact."

As the demolition and deconstruction Contractor, you must use safe practices to complete the project and track, document, and report the materials and amounts diverted from landfills. This will include items that are recycled, repurposed, donated, or salvaged for sale with proceeds going to the City. The Contractor should incorporate opportunities for volunteers to assist per City requirements.