

**REQUEST FOR PROPOSALS**

**CONTRACT, PLANS AND SPECIFICATIONS  
FOR  
RIVERWATER WTP SLUDGE LAGOON DREDGING PROJECT  
FOR  
THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS  
OF  
THE CITY OF DALTON, GEORGIA**

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**COMMISSIONERS**

**JOE YARBROUGH – CHAIRMAN  
ED ANTHONY – VICE CHAIRMAN  
TOMMY BOGGS  
ED ANTHONY  
JACKIE KILLINGS  
KEN WHITE**

**JOHN THOMAS  
CHIEF EXECUTIVE OFFICER**

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**April 2024**

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RIVERWATER WTP SLUDGE DREDGING PROJECT  
FOR  
THE WATER, LIGHT AND SINKING FUND COMMISSION  
OF  
THE CITY OF DALTON, GEORGIA

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**ADVERTISEMENT FOR BIDS  
FOR  
RIVERWATER WTP SLUDGE LAGOON DREDGING PROJECT  
FOR  
THE BOARD OF WATER, LIGHT AND  
SINKING FUND COMMISSIONERS  
OF THE  
CITY OF DALTON, GEORGIA  
D/B/A DALTON UTILITIES**

Sealed Proposals for the DALTON UTILITIES RIVERWATER WTP SLUDGE LAGOON DREDGING PROJECT for the BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, GEORGIA D/B/A DALTON UTILITIES (“Owner”) will be received in the Auditorium of the Dalton Utilities Administration Building at 1200 V.D. Parrott Jr. Parkway until **2:00 P.M.** local time **April 9th, 2023**, at which time they will be publicly opened and read.

Work to be Done: The work to be done (hereinafter referred to as “Work”) consists of furnishing all materials and equipment, except those specified in the Bid, and performing all labor necessary for the following project (hereinafter referred to as “Project”):

Removing SOLIDS from the Water Treatment Plant Sludge Lagoon by hydraulic dredging, creating a staging area for drying the material, transporting/disposing material to a designated facility.

The Contractor’s work includes all erosion, sedimentation, and pollution control necessary for the project. The cost of any permits required for erosion control and land disturbing will be borne by the Owner. The Contractor will be responsible for the cost of any other permits or licenses required to complete the work. The Contractor will complete all necessary clean-up and restoration work to include filling, finish grading, grassing, landscaping, pavement repairs, driveway repairs, culvert repairs, drainage ditch restoration and other necessary restoration activities such that post construction conditions are **EQUAL TO OR BETTER** than those conditions that existed prior to any construction activity occurring.

The Owner is authorized to issue change orders, without the necessity of additional requests for bids, within the scope of the Project when appropriate or necessary in the performance of the contract. No additional work shall be performed unless authorized by the Owner. The bidder declares that it understands that the unit price quantities shown in the proposal are subject to adjustment by either increase or decrease, by the Owner, and that should the quantities of any of the items of the work be increased, the bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the bidder also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that quantities will be determined upon completion of the Work at which time adjustment will be made to the contract amount by direct increase or decrease.

**Bidder Pre-qualification:** Pre-qualification of bidders for this project is required. Bidders must submit a pre-qualification package containing requested information to the office of Dalton Utilities by 5:00 P.M., local time, **Thursday, March 21, 2024**. All applicants submitting pre-qualification documentation will be notified of their status via phone call to the contact person listed on the package by 5:00 P.M. **Friday, March 22, 2024**. Only bids submitted by properly pre-qualified bidders will be opened.

**Mandatory Pre-Bid Meeting:** A mandatory pre-bid meeting will be held on-site for all properly pre-qualified bidders. This meeting will be held on **Tuesday, March 26th, 2024**, at 10:00 am Riverwater WTP – Conference Room 4410 Mitchell Bridge Road, Dalton, Georgia. This meeting is mandatory and if a properly pre-qualified bidder does not attend, then Dalton Utilities will not open a bid from this contractor.

**Time Allotted:** All work as specified herein shall be completed within **200** calendar days from notice to proceed. Contractors submitting bids on project must be prepared to proceed with work within three weeks of bid opening.

**Bids:** Bids shall contain complete and detailed prices for labor, equipment, and construction materials for all items listed.

**Performance and Bid Bond:** A bid bond will be required in the amount of 10% of the total bid amount. A contract performance bond and a payment bond, in an amount equal to one hundred percent (100%) of the contract price, will be required of the successful bidder.

**Withdrawal of Bids:** Except as provided in O.C.G.A. Section 36-91-50, no submitted bid may be withdrawn for a period of sixty (90) days after the scheduled closing time for the receipt of bids.

**Additional Instructions to Bidders, Drawings, Specifications and Contract Documents:** Additional instructions to bidders, drawings, specifications, and other contract documents may be examined at Dalton Utilities, Watershed Engineering Services, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia. Drawings, Specifications and Contract Documents may be obtained at Dalton Utilities' website <https://www.dutil.com/resources/> or in person at Dalton Utilities, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia 30721.

**Acceptance or Rejection of Bids:** The right is reserved to accept or reject any and all bids and to waive technicalities and informalities.

**Statutory Requirements:** Notwithstanding any provision of this advertisement, all proposals must also comply with the minimum applicable requirements of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

**E-Verify Requirements:** All contractors and subcontractors performing work for Dalton Utilities must participate in the E-Verify Program pursuant to the Georgia Security and Immigration Compliance Act (SB 529).



THE BOARD OF WATER, LIGHT AND SINKING FUND  
COMMISSIONERS OF THE CITY OF DALTON, GEORGIA

By: John Thomas, Chief Executive Officer

# **INSTRUCTIONS TO BIDDERS**

**002113**

**INSTRUCTIONS TO BIDDERS  
FOR  
RIVERWATER WTP SLUDGE LAGOON DREDGING PROJECT  
FOR  
THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS  
OF THE  
CITY OF DALTON, GEORGIA  
D/B/A DALTON UTILITIES**

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Bids received until **2:00P.M.**, Local Time, **April 9, 2024**

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**INSTRUCTIONS TO BIDDERS**

**I. Definitions:**

Unless otherwise defined in this document, capitalized terms have the meaning defined in the Contract.

**II. Evaluation of Bidders:**

The Contract will be awarded pursuant to O.C.G.A. Section 36-91-21 to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. A responsible bidder is a person or entity that has the capability in all respects to perform fully and reliably the Contract requirements as determined by Dalton Utilities (“Owner”). A responsive bidder is a person or entity that has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids as determined by Owner. Factors to be considered may include, but are not necessarily limited to the following:

**A. Determination of Contract Awardee:**

1. The Owner reserves the right to award the project to the Contractor who presents a bid that is determined to be the best overall value to the Owner. **This does not guarantee award of the project to the lowest bidder.** Award of this contract will be based on a combination of price, schedule, previous experience on similar projects, references from other sources having employed the contractor, and all other requirements detailed in this document and all contract documents. The Owner will

determine which is the lowest responsible and responsive bidder based on:

- a) Completeness: The completeness and regularity of the bid form.
  - b) Exclusions: Bid form without exclusions, alternatives, or special conditions.
  - c) Contract Time: The Contractor has a maximum of **200** calendar days to complete the project.
2. Bidder's ability to begin the Work on this Project within three weeks upon the award of the Contract with sufficient resources to complete the Project by the Completion Date and maintain timely progress as determined by the Owner.

**B. Qualifications of Bidders:**

1. Each bidder must submit as part of its bid proposal a completed Statement of Bidder's Qualifications
2. The bidder must maintain a permanent place of business.
3. The bidder must have adequate technical experience on similar projects of comparable size.
4. The bidder must have sufficient resources (including but not limited to labor, equipment, and financial resources) to complete the Project by the Completion Date and maintain timely progress as determined by the Owner. The bidder should consider existing commitments in determining adequate personnel and equipment availability throughout the Project so as to stay on schedule and finish all Work by the Completion Date.
5. The bidder shall possess all necessary certifications for the bidder as an entity, for individuals it employs, and for all associated equipment to complete the Project by the Completion Date. Any reference made to necessary certifications includes but is not limited to conforming to the standards of all applicable technical society, organization, body, code, and standards. The bidder shall provide all materials needed to meet or exceed these necessary certifications including material fabrication, and the bidder shall provide all necessary testing and installation. In a case where the Owner establishes a more stringent qualification, the more stringent qualification shall prevail. In addition, necessary certifications

shall include all applicable requirements of local codes, utilities, and any other authorities having jurisdiction regarding the Project. The bidder must have a damage prevention program in place providing for coordination of excavating with the Utilities Protection Center of Georgia and have the provisions for a readily available location for the excavation permit on site for the particular excavation. This information shall be delivered in writing prior to commencement of Work on the Project.

6. The bidder shall have all necessary licenses and permits to complete the Project by the Completion Date. All licenses and permits must give the bidder authority to perform the Work including similar licensing for reference in the bidder's State of origin.
7. If the Contract is awarded to the bidder, the bidder must obtain and maintain insurance coverage of the types and amounts set forth in the Construction Contract.

### **III. Site Examination and Sub-Surface Conditions:**

The bidder is expected to examine the location of the Project and to inform itself fully as to the conformation of the ground; the character of equipment and facilities needed preliminary to, and during the performance of the Work; the general and local conditions; and all other matters that can in any way affect the Work to be done.

### **IV. Interpretation of Drawings and Specifications:**

If any entity contemplating submitting a bid for the Project has any question as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents, or as to the scope of any part of the Work, it shall submit to the Owner a written request for an interpretation thereof. The entity submitting the request will be responsible for its prompt delivery in ample time for an interpretation to be issued before the bid opening date. Questions must be received by 2:00 pm on **Thursday, March 28, 2024**. No questions will be answered within 72 hours of bid opening. Interpretations of the documents will be made only by addendum, and a copy of the addendum will be posted on the Owner's website 72 hours prior to bid opening. The Owner will not be responsible for other interpretations of the documents. The bids shall be opened publicly, and evaluated by the Owner without discussion with the bidders.

### **V. Complete Work Required:**

The Specifications, the Drawings, and all Contract Documents are essential parts of the Contract. Application requirements occurring in one are as binding as though occurring in all. All requirements are intended to be complementary, and to describe and provide for the complete Work.

**VI. Pre-qualification Submittal:**

1. The bidder shall provide Corporate experience including:
  - a.) The applicant has operated under the current corporate name for the last 4 years.
  - b.) Provide name, address, and telephone number of applicant's corporate headquarters, relevant regional office(s) and subsidiaries, if any.
  - c.) Provide name, title and biographical summary of all corporate officers.
  - d.) The applicant has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 % of the contract amount. **Provide a statement of bonding capacity**, bonding company, insurance agent contact persons, and telephone numbers.
  - e.) The applicant has access to adequate equipment to complete the project. Provide a list of major equipment proposed to perform the work and indicate whether owned or leased.
  - f.) The applicant has never failed to complete a project. Provide a statement that the applicant has never failed to complete a project. If this is not the case, explain.
  - g.) The applicant has a history of completing projects consistently on time and within the bid amount. **Contractor must provide a statement of any projects that were not completed on time.** Provide a statement that the applicant has not been involved in liquidated damages in the past 5 years or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routing change order requests. If this is not the case, explain.
  - h.) The applicant has a history of not being involved in litigation against Owners or Engineering Firms. The applicant should provide a statement that they have not been involved in litigation as a plaintiff against the Owner or Engineering Firm in the past 5 years. If this is not the case, please explain.
  - i.) The applicant has available project management personnel with at least two years' experience on projects with the technical characteristics listed in paragraph 2 below to complete the project. Provide experience of proposed on-site project manager and/or field

superintendent who would supervise and be in charge of the project. Experience can be from a previous employment but must be pertinent to technical information listed in paragraph 2. If your firm is the successful bidder, at least one of these key personnel must be actively involved in the day-to-day operations of the Riverwater WTP Sludge Lagoon Dredging Project in Whitfield County, Georgia.

- j.) List all other projects currently under contract, the current contract amounts, and scheduled completion dates
- k.) Contractor must provide OSHA Incident Rate for the past three (3) years.

2. The bidder shall provide Technical Experience including:

- a.) Two Water Treatment Plan Sludge Dredging projects of similar scale and technical difficulty of the Riverwater WTP Sludge Lagoon Dredging Project.
- b.) Projects must have been completed or started within the time frame of April 1, 2020 and April 1, 2024. Each of these projects must be complete or progressing on schedule as of April 1, 2024. Dalton Utilities will consider experience performed as a sub-contractor, provided that these projects were completed ahead of schedule and under budget.
- c.) Projects must be at least \$1,000,000.00, or that portion of a sub-contracted project must have been equal to or greater than \$1,000,000.00.
- d.) Contractor must have previous experience with Water Treatment Plant Lagoon Sludge Dredging. List previous experience.

3. Provide the information specified below for each of the above projects:

- a.) Name of the project as bid; name of Owner; name of engineering firm; name, position or title, address and telephone number of contact person currently employed by each of the above; percent of labor related items performed by the applicant's own work force.
- b.) A complete description of each project including linear footage of pipeline installed and associated diameters.
- c.) The bid amount and final cost to the Owner, with an explanation of cost overrun, if any, including change orders.
- d.) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.

The applicant's pre-qualification package should be signed by an officer of the company. **Failure of the contractor to provide requested information or provide accurate information may result in contractor disqualification.** No bid

**002113-6**  
**Instructions to Bidders**

shall be opened unless the bidder has been approved by Dalton Utilities prior to the bid opening date. If the bid is submitted by a joint venture, all parties to the joint venture must individually satisfy the pre-qualification requirements. Final determination of the applicant's qualification is the approval by Dalton Utilities. The package must be received by the Owner not later than 5PM on **Thursday, March 21, 2024**. Applicants will be advised of their pre-qualification status by 5PM on **Friday, March 22, 2024**. This package shall be sent to the Owner at Dalton Utilities, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia 30721 Attention: **Charlie Morrow**



**BID**

**004113**

RIVERWATER WTP SLUDGE LAGOON DREDGING PROJECT

|          |                     |      |                                                                                                                    | Unit     | Total |
|----------|---------------------|------|--------------------------------------------------------------------------------------------------------------------|----------|-------|
| Item No. | Approx.<br>Quantity | Unit | Description                                                                                                        | Price    | Price |
| 1.)      | 1                   | LS   | Mobilization<br>(See Measurement and Payment)                                                                      | \$ -     | \$ -  |
| 2.)      | 2,500               | TON  | Dredging, Dewatering, Trucking & Disposal<br>(See Measurement and Payment & Technical Specification -<br>Dredging) | \$ -     | \$ -  |
| 3.)      | 1                   | LS   | Demobilization<br>(See Measurement and Payment)                                                                    | \$ -     | \$ -  |
|          |                     |      |                                                                                                                    | SUBTOTAL | \$ -  |

## **BID**

Project Description: Riverwater WTP Sludge Lagoon Dredging Project

Proposal of \_\_\_\_\_  
(hereinafter called "Bidder"),

To: The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia.

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of this project, having examined the Drawings and Specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment, and supplies to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete the project within **200** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay, as liquidated damages, the sum of \$ 1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

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Bidder agrees to perform all necessary work as described in the Specifications and shown on the Plans to complete the Project as specified, including all appurtenant and accessory work for the attached price(s).

The attached price(s) shall include all labor, materials, equipment, supplies, overhead, profit, insurance, etc., to cover the finished work of the several kinds for which are called.

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within twenty (20) calendar days and deliver surety bonds and certificate(s) of insurance as required by the Contract Documents. 10 percent of the total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

\_\_\_\_\_

By \_\_\_\_\_

Signature

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Address

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

(SEAL)

Note: Attest for corporation secretary; for a partnership by another partner; for an individual By a Notary.

**NON-COLLUSION  
AFFIDAVIT OF PRIME  
BIDDER**

**004519**

**004519**

**Non-Collusion Affidavit of Prime Bidder**

STATE OF GEORGIA

COUNTY OF WHITFIELD

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

He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

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

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Water, Light and Sinking Funding Fund Commissioners of the City of Dalton or any person interested in the proposed Contract; and

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

(Signed)

\_\_\_\_\_  
(Signature on File)

(Title)

\_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Signature on File)

(Notary Public)

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

(SEAL)

# **CORPORATE CERTIFICATE**

**004543**

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_ certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that \_\_\_\_\_, who signed said proposal in behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of \_\_\_\_\_ and its registered and in good standing with the \_\_\_\_\_ Secretary of State.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(SEAL)



# **STATEMENT OF LICENSE CERTIFICATE**

**004546**

**Statement of License Certificate****STATEMENT OF LICENSE CERTIFICATE**

Each Contractor bidding shall fill in and sign the following:

This is to certify that \_\_\_\_\_ (“Contractor”) has fully complied with all the requirements of the Georgia State Construction Industry Licensing Board Laws and Rules. The Contractor’s license number, other information outlined in the Instructions for Bidders, expiration date, and that part of classification applying to the bid shall appear on the envelope containing the Bid, otherwise the Bid will not be considered.

The Georgia State Construction Industry Licensing Board issued to the Contractor, Certificate No. \_\_\_\_\_, expires on \_\_\_\_\_.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**E-VERIFY**

**004549**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.C.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

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

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

Executed on \_\_\_\_\_, \_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

**Subcontractor Affidavit under O.C.G.A. §13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (*name of contractor*) on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. §13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_ 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

**Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*) and \_\_\_\_\_ (*name of contractor*) on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

\_\_\_\_\_  
Name of Sub-subcontractor

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

# **CONSTRUCTION CONTRACT**

**005213**

**CONSTRUCTION CONTRACT  
FOR  
RIVERWATER WTP SLUDGE LAGOON DREDGING PROJECT**

This construction contract ("Contract") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, D/B/A DALTON UTILITIES, hereinafter called the "Owner" and \_\_\_\_\_, hereinafter called the "Contractor".

WITNESSETH:

That for in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. Definitions. As used in this Contract, the following terms are defined as follows:
  - A. "Contract Documents" mean and include the following (and all exhibits and amendments thereto):
    - (i) Advertisement for Bids;
    - (ii) Instructions to Bidders;
    - (iii) Contractor's Bid;
    - (iv) Bid Bond;
    - (v) This Contract;
    - (vi) Payment Bond;
    - (vii) Performance Bond;
    - (viii) Notice of Award;
    - (ix) Notice to Proceed;
    - (x) Plans and Specifications;
    - (xi) Drawings; and
    - (xii) any and all Change Orders.
  - B. "Completion Date" means the date that the Contractor has completed all of its Work regarding the Project and all of the certifications and affidavits have been executed in compliance with the Contract Documents.
  - C. "Project" means Riverwater WTP Sludge Lagoon Dredging Project, as previously described in the Contract Documents.
  - D. "Work" means all materials, supplies, tools, equipment, labor, installation, testing, and all other services necessary for the completion of the Project.
2. Performance of Work by Contractor. The Contractor shall perform all of the Work described in the Contract Documents and comply with the terms therein for the price set forth in the Notice of Award, as may be modified by Change Orders. All Work performed by the Contractor shall be subject to the inspection and approval of the Owner.
3. Changes from Plans and Specifications. Any and all changes from the Contract Plans and Specifications shall be approved by the Owner prior to any changes in the Work being



performed. Any and all changes from the Contract Plans and Specifications that result in a change in the scope of work to be performed shall be approved by the Owner in writing by a written Change Order Form, executed by the Owner and Contractor prior to any changes in the Work being performed. For the purpose of this section, a change in the scope of the Work to be performed occurs whenever there is a change in the total price of the Contract or the scheduled Completion Date.

4. Time Period for Performance of Work. The Contractor will be required to complete all work for the project in **200** calendar days unless the time period is modified by a written Change Order that has been executed by the Owner and Contractor. In addition, the Contractor shall achieve completion dates as specified in the Contract Documents for specific tasks to be accomplished as part of the overall Project. Work shall begin on the date specified in the Notice to Proceed. The Contractor shall deploy labor, materials, and equipment such that Work is prosecuted regularly, diligently and uninterrupted, at a rate of progress that will ensure meeting all final or task specific completion dates.

5. Bonds.

- A. Performance Bond. The Contractor shall provide a performance bond approved by the Owner in the amount of at least the total amount payable by the terms of this Contract and shall be increased as the total amount payable pursuant to this Contract is increased. The Contractor shall be required to maintain the performance bond in the amount of 100% of the total Contract price until the expiration of the warranty period.
- B. Payment Bond. The Contractor shall provide a payment bond approved by the Owner in an amount equal to the total amount payable by the terms of this Contract as may be amended, for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the performance of this Contract.

6. Compliance with Laws, Regulations, and Contractor Requirements. The Contractor will comply with all applicable laws and with all the requirements of any and all federal, state, and local authorities having jurisdiction over said Work or any matters connected therewith. Contractor will also comply with all requirements contained in General Requirements and Conditions of the Plans and Specifications.

7. Payment for Work Performed. The owner will pay only for Work completed in accordance with the unit prices detailed in the bid and as otherwise herein stated. The Contractor shall submit invoices not later than the tenth day of each month to the Owner for the Work completed during the preceding month and will attach to such invoices a detailed summary of the Work completed during the preceding month and the Contract period to date in a format prescribed by the Owner at the pre-construction meeting. Should the Owner not prescribe a format, the Contractor shall present the Owner with a format for review and approval prior to the first invoice being submitted. In preparing invoices, materials not subject to deterioration delivered on the Project site will be taken into consideration for inclusion in the payment request. The stored materials list must include

a brief description (not just manufacturer's name), invoice, material received during the period, and material used during the period. The eligible cost for on-site material included in the payment shall be the amount of the manufacturer invoice reduced by ten percent (10%) of the amount. All material and Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

Within 30 days after the receipt and approval of the invoices, the Owner will pay the Contractor for the Work covered by said invoices and completed in accordance with this Contract less any applicable retainage as discussed below in Section 8.

8. Retainage. The Owner shall retain a maximum of ten percent (10%) of each progress payment described in Section 7 of this Agreement. However, the Owner shall not, except as set forth hereinafter, withhold any additional retainage when fifty percent (50%) of the total Contract price, including Change Orders and other additions to the Contract, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the Owner. If after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, the Owner may resume retention at the previous retention percentage level.

9. Non-Exclusivity. It is understood and agreed that this Agreement is not exclusive and that the Owner shall have the right to employ other persons or entities to perform work for it similar to that herein provided for and shall also have the right to perform such work for itself.

10. Warranty. The Contractor warrants and guarantees for a period of one (1) year from the Completion Date that the Contractor's Work is free from any and all defects. The Contractor shall promptly make all repairs or other corrections necessary as a result of said defects, including repairs to any other portion of the Project that are necessitated by said defects. If the Contractor fails to promptly make such repairs or corrections, the Owner may make, or contract with a third party to make, said repairs or corrections, and charge the Contractor the cost incurred by the Owner. The Contractor's Performance Bond shall remain in full force and effect during the warranty period. This Section shall survive the termination of this Agreement.

11. Insurance: The Contractor shall provide to the Owner proof and scope of insurance coverage in the form of a certificate of insurance currently in force. The Contractor shall maintain said insurance coverage during the entire time period of the Contractor's performance of this Contract and warranty period. The certificate of insurance must list The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities and the City of Dalton as an additional named insured. The insurance shall not be cancelled or materially altered unless at least 30 days prior written notice has been given to the Owner. This coverage must include but is not limited to:

A. Worker's Compensation Insurance: Worker's Compensation for every person engaged in any work on the Project.

B. General Liability: Comprehensive General Liability for products and completed operations shall be XC, U, and the ISO Broadform General Liability endorsement or its equivalent. This coverage shall include:

1. Bodily Injury Insurance in an amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.

2. Property Damage Insurance in an amount not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$2,000,000 during a period of 12 months.

3. Automobile Liability including bodily injury and property damage of aforesaid amount.

4. Owner's Protective Liability Insurance to be issued in the name of the Owner for liability and property damage in an amount to be determined by the owner.

5. Umbrella Policy to provide for increase in coverage of basic policies to an amount not less than \$5,000,000.

6. Builder's Risk or Installation Floater Insurance for fire and increase of coverage in the amount at all times at least equal to the amount paid on account of work and materials to be set up in the names of Owner and Contractor as their interest may appear.

12. Indemnification: The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including claims for consultants' and attorneys' fees, arising out of or resulting from the failure to perform the Work in a good and workmanlike manner by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, or any of its 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 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 benefits acts.

13. Termination of Contract. In the event the Contractor shall violate any of the provisions of this Contract or any of the other Contract Documents, or if the quality or quantity of the Work performed is, in the sole judgment of the Owner, substandard or unsatisfactory, the Owner shall have the right to terminate this Contract upon 10 days written notice to the

Contractor. If this Contract is terminated by the Owner pursuant to the provisions of this Section, Contractor shall be responsible for payment of all damages incurred by the Owner as a result of said termination, including but not limited to the cost of completing the Work on the Project.

14. Other Remedies. If the Contractor defaults under any of the provisions of the Contract Documents, the Owner shall be entitled to pursue all remedies permitted by law, including but not limited to those remedies set forth elsewhere in the Contract Documents. All remedies of the Owner are cumulative and non-exclusive.

15. Liquidated Damages for Delay in Completion of Project. The Contractor shall proceed with the Work at a rate of progress that will insure completion of the Project by the Completion Date. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for Project completion described is a reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Project. It is further agreed that time is of the essence of each and every portion of this Project.

If the Contractor shall fail to complete all of the Work required by the Completion Date, or extended time if authorized by a Change Order, then the Contractor shall pay to the Owner the full amount of liquidated damages of \$ 1,000.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The Contractor acknowledges that the actual dollar amount of liquidated damages is difficult to determine, but the dollar amount of liquidated damages set forth above is a reasonable estimate of said damages incurred by the Owner.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the Work is due to the following and the Contractor has promptly given written notice of such delay to the Owner (and Engineer if there is an Engineer on the Project):

A. To any preference, priority or allocation order duly issued by the Owner.

B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,

C. To any delays of subcontractors occasioned by any of the causes specified in paragraphs A and B above.

16. Approval of Subcontractors. The Contractor acknowledges and agrees that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be approved in writing by the Owner prior to the subcontractor performing any work on the Project.

17. Entire Agreement. This Contract and the Contract Documents constitute the entire agreement between the parties hereto with respect to its subject matter and there are no representations, warranties, agreements, undertakings or conditions, express or implied, except as set forth herein. In the event of any conflict between the provisions of the Contract and the other Contract Documents, the provisions of the Contract control.

18. Modification to Agreement. This Contract may not be amended, supplemented or otherwise modified except by written instrument signed by each of the parties hereto.

19. Notices. Any notices or other communications required or permitted to be given and instruments referred to herein must be given in writing and personally delivered or mailed by prepaid certified mail to the following addresses:

If to Owner: Dalton Utilities  
Attn: CEO  
PO Box 869  
1200 V.D. Parrott, Jr. Parkway  
Dalton, Georgia 30722

If to Contractor: **(Insert Name of Contractor)**

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is mailed (postmarked) or personally delivered as aforesaid. Any party may change its address for purposes of this Contract by giving notice of said change to the other parties pursuant to this Section.

20. Non-Waiver. No delay or failure by either party to exercise any right under this Contract, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

21. Severability. Every provision of this Contract is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

22. Governing Law. This Contract shall be deemed to have entered into in and shall be construed in accordance with and governed by the laws of the State of Georgia.

23. Binding Effect. The provisions of this Contract shall be binding upon and shall insure to the benefit of each of the parties hereto and their respective and permitted successors and assigns.

24. Time is of the Essence. Time is of the essence of each and every provision of this Contract.

25. No Third-Party Beneficiaries. Except as may be otherwise expressly provided in this Contract, nothing contained herein, express or implied, is intended to, nor shall it (1) confer on any entity other than the parties hereto and their respective and permitted, successors and assigns, any rights, remedies, obligations under or by reason of this Contract.

26. Captions. The sections and captions contained herein are for convenience and reference only, and are not intended to define, extend, extend, or limit any provision of this Contract.

27. Confidentiality. To the extent not prohibited by law, the Contractor shall keep confidential the terms of the Contract Documents.

28. Assignment. This Contract may not be assigned by the Contractor without the prior written consent of the Owner.

29. No partnership. This Contract shall not be interpreted or construed to create an association, joint venture, partnership, or employer-employee relationship between the Parties, nor to impose any such obligations or liability on either party. Furthermore, neither party shall have nay right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, or to otherwise bind the other party.

30. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original Agreement.

ATTEST: (As to Contractor)

\_\_\_\_\_

CONTRACTOR

**(Insert Name of Contractor)**

By: \_\_\_\_\_ L.S.

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Chief Operating Officer

BOARD OF WATER, LIGHT AND  
SINKING FUND COMMISSIONERS  
OF THE CITY OF DALTON, GEORGIA

By: \_\_\_\_\_ L.S.

(SEAL)

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

John Thomas  
CEO

# **PERFORMANCE BOND**

**006113.13**



## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS, CONTRACTORS NAME & ADDRESS** (hereinafter called the “Principal”) and **SURITY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **AMOUNT (\$xxx,xxx)**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, **2024** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the ***Riverwater WTP Sludge Lagoon Dredging Project***, more particularly described in the Construction Contract (hereinafter called the “Project”); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Construction Contract in accordance with the terms and conditions;  
or

2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**(Insert Contractors Name)**

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

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

Attest:

\_\_\_\_\_

(SEAL)

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

**SURETY**

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

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

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

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

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

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

Attest:

\_\_\_\_\_

(SEAL)

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

[Attach Power of Attorney]

# **PAYMENT BOND**

**006113.16**

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS, CONTRACTORS NAME & ADDRESS** (hereinafter called the “Principal”) and **SURITY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **AMOUNT (\$xxx,xxx)**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, **2024** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the ***Riverwater WTP Sludge Lagoon Dredging Project***, more particularly described in the Construction Contract (hereinafter called the “Project”); and

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Construction Contract.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or

modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor or materials were provided under the Construction Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2024.

**(Insert Contractors Name)**

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

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

Attest:

\_\_\_\_\_

(SEAL)

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

**SURETY**

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

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

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

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

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

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

Attest:

\_\_\_\_\_

(SEAL)

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

[Attach Power of Attorney]

# **GENERAL REQUIREMENTS AND CONDITIONS**

**007213**



## **GENERAL REQUIREMENTS AND CONDITIONS**

Contract Scope of Work: Work to be done consists of furnishing all materials, equipment, and labor necessary for the Project described within the Contract Specifications and Drawings to include, but not limited to:

Removing SOLIDS from the Water Treatment Plant Sludge Lagoon by hydraulic dredging, creating a staging area for drying the material, transporting/disposing material to a designated facility.

The Contractor's work includes all erosion, sedimentation, and pollution control necessary for the project. The cost of any permits required for erosion control and land disturbing will be borne by the Owner. The Contractor will be responsible for the cost of any other permits or licenses required to complete the work. The Contractor will complete all necessary clean-up and restoration work to include filling, finish grading, grassing, landscaping, pavement repairs, driveway repairs, culvert repairs, drainage ditch restoration and other necessary restoration activities such that post construction conditions are **EQUAL TO OR BETTER** than those conditions that existed prior to any construction activity occurring.

The Owner is authorized to issue change orders, without the necessity of additional requests for bids, within the scope of the Project when appropriate or necessary in the performance of the contract. No additional work shall be performed unless authorized by the Owner. The bidder declares that it understands that the unit price quantities shown in the proposal are subject to adjustment by either increase or decrease, by the Owner, and that should the quantities of any of the items of the work be increased, the bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the bidder also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that quantities will be determined upon completion of the Work at which time adjustment will be made to the contract amount by direct increase or decrease.

### **Contractor's Obligations:**

The Contractor shall, in good workmanlike manner, perform all Work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary and proper to complete all Work required by the Construction Documents within the time specified, in accordance with the provisions of the Construction Documents and any and all supplemental plans and drawings of the Work, and in accordance with the directions of the Owner as given from time to time during the progress of the Work. The Contractor shall furnish, erect, maintain, and remove such permanent and temporary construction works as may be required. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its methods, workmanship and materials, and for any damage which may result from its failure or its improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents

**General Requirements and Conditions**

Specifications, and shall do, carry on, and complete the entire Work to the satisfaction of the Owner.

Note: The Contractor shall immediately notify the Owner upon becoming aware of any circumstances/factors that may negatively impact the Project Completion Date or bid amount so that the circumstances/factors can be reviewed/evaluated and a joint corrective action plan developed.

**Owner's Authority:**

The Owner shall determine the amount, quality, acceptability, and fitness of the several kinds of Work and materials. The Owner shall decide the meaning and intent of any portion of the Contract Documents where the same may be in dispute. The Owner's decisions shall be final and conclusive, except as herein otherwise expressly provided.

Any difference or conflicts in regard to the Work, which may arise between the Contractor under this Construction Contract and other contractors performing work for the Owner, shall be determined by the Owner.

The Owner is not, in any way, responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

**Time Period for Performance of the Work:**

The time period for completion of the work is specified in the Construction Contract. Additionally, the Contractor shall comply with specified order of work requirements and intermediary completion dates as specified below for specific tasks to be accomplished as part of the overall Project. Meeting the overall Completion Date, as well as, any task-specific completion dates are ESSENTIAL CONDITIONS of this Contract. Work shall begin on the agreed date specified in the Notice to Proceed. The Contractor shall deploy labor, materials and equipment such that work is prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure meeting all final or task specific completion dates. Specified order of work requirements and intermediary completion dates are as follows:

- Once commenced, this work shall be completed in the shortest time possible such that the disturbance time period is minimized and the project can be inspected, a punch list developed and completed, as-built drawings provided, and the project designated as complete by the Owner.
- All disturbed areas shall be backfilled, finish graded, grassed, and seeded as soon as possible such that the area is "stabilized", from a storm water perspective, as soon as possible.

**Project Schedule:**

The Contractor shall deliver to the Owner at the pre-construction meeting a Proposed Project Schedule outlining the order of Work and associated timeframes such that the required scope of Work can be successfully completed by the completion date. The Proposed Project Schedule shall incorporate any intermediary deadlines for completion of particular items of Work as outlined herein. This Project Schedule shall be in a form

**General Requirements and Conditions**

satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of Work required under the Contract Documents and the anticipated amount of each monthly payment that will become due by the Contractor in accordance with the progress schedule. This Project Schedule is subject to review and approval by the Owner. Activity codes shall be provided on the progress schedule to match cost center codes on the periodic estimate. The Contractor shall submit an updated progress schedule at each scheduled progress meeting such that progress can be routinely monitored and tracked.

At the Preconstruction Meeting the contractor shall provide the owner with their scheduled work hours for the project. Any deviations from these standard hours will require a minimum of 48 hours notice and approval by the owner.

**Environmental, Health and Safety:**

The Contractor shall perform all necessary action at all times during the construction period to ensure the protection of all persons performing Work on the Project, the general public and the environment. In emergencies affecting the safety of persons, the work or property at the Project site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall make prompt written notice to the Owner of any changes in the work or deviations from the Contract Documents caused thereby.

Safety and health facilities and procedures shall be in accordance with the requirements of the National Occupational Safety and Health Act of 1970, as amended. The Contractor shall comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the National Occupational Safety and Health Act of 1970, as amended (P. L. 91-596), and under Section 107 of the Contract Work Hours and Safety Standard Act (P. L. 91-54).

All construction debris and construction waste shall be properly stored and disposed in accordance with applicable Federal, State and Local regulations/ordinances. All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant or of other classification, must show approval of either Environmental Protection Agency (EPA) or United States Department of Agriculture (USDA). Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions and applicable Federal, State and Local regulations/ordinances.

The Contractor shall utilize best management practices for erosion, sedimentation, and pollution control during all phases of construction.

At the pre-construction meeting, the Contractor shall provide the Owner with a copy of the Company's Environmental, Health and Safety Program and a Project specific plan as to how the Contractor is to complete the Project in a safe and environmentally protective manner.

**Laws of the Place:**

The Contractor shall complete the Project in accordance with the applicable national, state, county, and municipal laws, ordinances, and regulations. The Contractor shall keep itself

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fully informed of those laws, ordinances, and regulations which would, in every way, affect those engaged and employed in the Project, the materials used in the Project, and the conduct of the Project; and the Contractor shall keep itself fully informed of all orders and decrees of bodies and tribunals having jurisdiction and authority over the Project. If discrepancies or inconsistencies, or both, should be discovered in the Construction Documents, in relation to laws, ordinances, regulations, orders, and decrees, the Contractor shall forthwith report the fact, in writing, to the Owner. The Contractor shall protect and indemnify the Owner, its officers, agents, and employees, against claims and liabilities arising from, or based on, the violation of those laws, ordinances, regulations, orders, and decrees, whether by the Contractor or by its employees, agents or subcontractors.

**Licensing/Permits:**

The Contractor shall have all necessary licenses and permits to complete the Project by the Completion Date. All licenses and permits must provide the Contractor authority to perform the Work including similar licensing for reference in the Contractor's state of origin. This includes any permits required by local government authorities.

**Certifications:**

The Contractor shall possess all necessary certifications for the Contractor as an entity, for individuals in its employ, and for all associated equipment to complete the Project by the Completion Date. Necessary certifications include but are not limited to conforming to the standards of all applicable technical societies, organizations, bodies, codes and standards. All materials shall meet or exceed these necessary certifications including material fabrication. In a case where the Owner establishes a more stringent qualification, the more stringent qualification shall prevail. In addition, necessary qualifications shall include all applicable requirements of local codes, utilities, and any other authority having jurisdiction.

**Competent Labor:**

The Contractor shall only employ competent and skilled personnel to perform the Work. The Contractor shall at all times have a superintendent who is satisfactory to the Owner and who is capable of acting as the Contractor's agent on this work. This superintendent shall receive instructions from the Owner or its authorized representative. The superintendent shall have full authority to execute the orders and directions of the Owner without delay, and to promptly supply materials, tools, plant equipment, and labor as may be required. The Contractor shall upon demand by Owner, immediately remove that superintendent, foreman, and/or workman whom the Owner may consider to be incompetent or undesirable, or both.

**Subcontracting:**

The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors.

**General Requirements and Conditions**

The Contractor shall not subcontract the complete Work, or more than 50% of any portion of the work unless the work in question is to be performed by a specialty subcontractor, or any major portion thereof, and shall not award any Work to any subcontractor without prior written approval by the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give the Contractor the same power in regard to terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner. Subcontractors are required to have a current Georgia Utility Contractor's License.

**Materials, Services and Facilities:**

The Contractor acknowledges that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to complete and deliver the Work within the specified time.

Materials and equipment shall be stored in a manner to insure the preservation of their quality and fitness for the work. Contractor shall provide the Owner's inspector with confirmation that authorization was granted from any property owner prior to storing any Project materials on private property. Owner's inspector may verify such authorization with the property owners.

**Quantities of Estimate:**

The estimated quantities of Work to be done and materials to be furnished under these Contract Documents, including the Proposal, are given for use in comparing bids, and to indicate approximately the total amount of the Construction Contract; and the right is especially reserved, except as herein otherwise specifically limited, to increase or decrease them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by the Construction Contract.

**Extras:**

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Without invalidating the Construction Contract, the Owner may order extra work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any extra Work or materials shall be allowed unless the Work is ordered in writing by the Owner and the price is stated in such order.

**Owner's Right to Withhold Certain Amounts and Make Application Thereof:**

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies including commissary, incurred in the furtherance of the performance of the Construction Contract. The Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner, may after having served written notice on the said Contractor, either directly pay said unpaid bills, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Construction Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or its Surety. The Owner shall not be liable to the Contractor for any such payments made in good faith.

**Payments by Contractor:**

Payments by the Contractor to vendors for all materials, tools, and other expendable equipment in an amount not less than ninety percent (90%) of the cost thereof, shall be made not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project.

Payments by the Contractor to Subcontractors shall be made not later than the 5th day following each payment to the Contractor, for the respective amounts allowed the Contractor on account of the Work performed by its subcontractors.

**Changes/Deviations from Plans and Specifications:**

Should the Contractor encounter, or the Owner discover, during the progress of the Work, subsurface or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Drawings and Specifications, the attention of the Owner shall be called immediately to such conditions before they are disturbed. The Owner shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the Contract shall be modified, with the written approval by the Owner, to provide for any increase or decrease of costs or difference in time resulting from such conditions. No changes in Work shall be made without prior written approval by the Owner.

**General Requirements and Conditions**

The Contractor shall proceed with the performance of any changes in the Work so ordered in the field by the Owner unless the Contractor believes said change entitles it to a change in Contract price and/or time, in which event the Contractor shall give the Owner written notice thereof within seven days after receipt of the field order and shall not execute the field change pending the execution of a Change Order unless the change is for accident prevention as cited herein.

Upon request, the Contractor shall furnish the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered. Source point documentation of claimed costs is required. In figuring these changes, instructions for measurement of quantities set forth in the Specifications shall be followed.

Charges or credits for the Work covered by the approved change shall be determined by one or more, or a combination of the following methods. All charges or credits must be pre-approved in writing by the Owner.

**Unit Prices**

Unit prices contained in extra work items or as subsequently approved. The unit prices shall include allowances for overhead and profit. This is the Owner preferred method.

**Lump Sum**

An agreed lump sum to include all labor, materials, equipment, overhead and profit.

**Actual Cost**

The actual cost, verified by daily approved time sheets, to include all labor, materials, equipment, overhead and profit.

**Contractor Fees for Overhead and Profit:**

The fixed percentage for overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the labor, materials, and equipment, except that only actual cost will be allowed for Social Security, Old Age and Unemployment Insurance. Among the items considered as overhead are costs for insurance other than above, bonds, superintendence, time keeping, clerical work, watchman, use of small tools, general office expense and miscellaneous. The allowance for combined overhead and profit thus calculated should be the only such allowance included in the total cost of the Work performed by the Contractor or its Sub-Contractors. If the Work was performed by a Sub-Contractor, the Contractor may add a negotiated fixed fee for overhead and profit not to exceed five percent (5%) of the sub-contract cost.

**Claims for Extra Cost:**

No claim for extra work or cost shall be allowed, unless the same was done in pursuance of a prior written approval by the Owner and the claim is presented with the first estimate after the changed or extra work is done.

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Any Work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Owner.

**Inspection and Testing of Materials:**

Unless otherwise specifically provided for in the Specifications, the inspection and testing of material and finished articles to be incorporated in the Work at the Project site shall be made by bureaus, laboratories, or agencies arranged for by the Contractor and as approved by the Owner. The Contractor shall furnish all such extra quantities of materials and items as may be required for testing, and shall deliver it to the laboratory. The cost of furnishing and delivering samples to the laboratory shall be paid for by the Contractor.

Where the Detailed Specifications calls for certified copies of mill or shop tests to establish conformance of certain materials with the Specifications, it shall be the responsibility of the Contractor to assure the delivery of such certifications to the Owner.

No materials or finished articles shall be incorporated in the Work until such materials and finished articles have passed the required tests. The Contractor shall promptly segregate and remove rejected material and finished articles from the site of the work.

The testing and approval of materials by the laboratory or laboratories approved by the Owner shall not relieve the Contractor of any of its obligations to fulfill its Contract and warranty of workmanship and materials. The Contractor may, at its option, and at its expense, cause such other tests to be conducted, as it may deem necessary to assure suitability, strength, and durability of any material or finished articles.

**"Or Equal" Clause:**

Whenever a material or article required is specified or shown on the Plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will meet the design criteria and is equal in function and durability may be submitted to the engineer for approval. The engineer will determine if the material or article can be substituted for the named product. Equipment named in the proposal section of the contract documents shall be furnished as named.

**Pre-Construction Meeting/Notice to Proceed:**

Upon signing of the Contract Documents, a pre-construction meeting shall be scheduled by the Owner. At this pre-construction meeting, the Notice to Proceed will be provided to the Contractor and specific administrative, technical and logistical issues associated with the Project shall be discussed. The Contractor shall provide the Owner the following at the pre-construction meeting:

1. Copies of all required licenses, permits, and certifications or a plan acceptable to the Owner for obtaining said licenses, permits and certifications.
2. A copy of the Contractor's Environmental, Health and Safety Program.
3. A copy of the Contractor's Damage Prevention Program.



**General Requirements and Conditions**

4. Proposed Project Schedule and order of work meeting the requirements specified herein.

**Progress Meetings:**

Regular progress meetings will occur between the Owner and the Contractor to routinely assess progress and proactively resolve issues until the project is complete to the satisfaction of the Owner. A frequency (usually bi-weekly or monthly) and schedule for progress meetings will be established at the pre-construction meeting.

**Shop Drawings or Material Submittals:**

Working drawings shall consist of detailed drawings which may be necessary for the performance of the Work, but which are not included in the Contract Drawings. Three copies all working drawings shall be submitted by the Contractor to the Owner for review. One copy shall be returned to the Contractor. Working drawings shall include details of all equipment fabrication and installation, pumps and pump curves, masonry lay out, bending diagrams for reinforcing steel, piping lay out, electrical lay out, mechanical lay out and all other drawings as may be required by the specifications, and as may be required for successful completion of the Work. Review by the Owner must be obtained before Work involving working drawings may be performed.

- A. Review by Contractor: The Contractor shall review all working drawings for accuracy of dimensions and details, and for conformance with Contract Drawings and Specifications before submitting working drawings to the Owner for review. Notation in the form of a stamp verifying that the Contractor has reviewed the working drawings shall be included on all copies of the submittal to the Owner.
- B. Payment: The unit prices bid by the Contractor shall include the cost of furnishing all working drawings, and the Contractor shall be allowed no additional compensation for furnishing those drawings.

Working Drawings will be required for any and all materials supplied by the Contractor to perform the Work as specified.

**Inspection:**

The Contractor shall furnish the Owner with every reasonable facility for ascertaining whether or not the Work performed and materials used are in accordance with the requirements and intent of the Specifications and Drawings. No Work shall be performed or materials used without suitable inspection by the Owner or his representative. Failure by the Owner to reject defective Work and materials shall neither prevent later rejection when those defects are discovered, nor obligate the Owner to accept defective Work. The representatives of all state, local, and federal regulatory agencies will have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. Where special safety equipment is required for inspection, the inspector shall be furnished this equipment by the Contractor.

**General Requirements and Conditions****Authority and Duties of Owner's Inspector(s):**

Owner's inspector(s) ("Inspector") shall be authorized to inspect all work done and all materials furnished, including preparation, fabrication, and manufacture of the materials to be used. The Inspector shall not be authorized to alter or waive requirements of the Drawings and/or Specifications. The Inspector shall inform the Contractor of failures of the Work and/or materials to conform to the Drawings and Specifications. The Inspector may reject materials or suspend Work until questions at issue can be decided by the Owner. The presence of the Inspector shall in no way lessen the responsibility of the Contractor. The Inspector's failure to notify the Contractor of failures of the Work and/or materials to conform to the Drawings and Specifications shall not relieve the Contractor of any liability for faulty Work and/or materials provided by the Contractor.

**Rejection of Work and Materials:**

All materials furnished or Work done which is not in accordance with the Specifications and Drawings will be rejected. Such materials or Work, which have been rejected, shall be immediately removed. Work shall then be done and materials furnished in accordance with the Specifications and Drawings. If the Contractor fails to remove the Work and materials within forty-eight hours after having been ordered to do so, the Owner shall have the authority to immediately suspend the Contractor's Work. The Owner shall also have the authority to supply personnel and materials, at the cost and expense of the Contractor, in order to remove that Work and/or those materials, which are found not to be in accordance with the Specifications and/or Drawings.

**Defective Materials and Work:**

The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill the Contract. Defective Work shall be corrected even though the Work and materials have been previously inspected by the Owner and accepted or estimated for payment. Previous failure by the Owner to condemn improper materials and/or workmanship shall not be considered a waiver of defects, nor will this previous failure to condemn improper materials prevent the Owner at any time subsequently from recovering damages for Work actually defective. Corrections:

Should any portion of the Drawings and Specifications be obscure or in dispute, they shall be referred to the Owner who shall decide as to the true meaning and intent. The Owner shall also have the right to correct errors and omissions at any time when those corrections are necessary for the proper fulfillment of the Drawings and Specifications.

**Disagreement:**

Should any disagreement or difference arise as to the estimate, quantities, or classifications, or as to the meaning of the Drawings and/or Specifications, on any point concerning the character, acceptability, and nature of the several kinds of work and materials and construction thereof, the decisions of the Owner shall be final, conclusive, and binding upon all parties to the Construction Contract.

**Land and Rights-of-Way:**

**General Requirements and Conditions**

The Owner will furnish all land and rights-of-way necessary for the carrying out of this Construction Contract. The Contractor shall take every precaution to inconvenience as little as possible the owners or tenants of adjacent property. Public highways shall not be obstructed in such a way to cut off traffic. The Contractor shall, at its own expense, repair any damage or injury to either private or public property during progress of the Work.

**Sanitary Facilities:**

Necessary sanitary facilities shall be the responsibility of the Contractor. No temporary sanitary facilities shall be located on private property without first obtaining property owner permission and providing such to the Owner's inspector. Facilities shall be maintained in a sanitary condition, and in strict accordance with local regulations. No unsanitary act shall be committed outside sanitary facilities.

**Roads, Streets, Driveways and Walks:**

Access to all driveways, entrances, parking lots, buildings and equipment shall be available at all times. All driveways, roads, streets, and walks shall maintained in good condition at all times. If damage occurs, repairs shall be effected immediately. Cleaning, either by washing or sweeping or combination thereof, shall be employed at whatever frequency necessary to keep driveways, roads, streets and walks clean of mud, dirt and other construction debris. Streets, roads and drives used by the Contractor for access to and from material storage areas job site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for, or in connection with, construction work. All access drives shall have a construction apron to prevent material carry-over onto public roads and streets.

**Flagging/Signage/Protective Works:**

The Contractor shall furnish and install all necessary temporary works for the protection of the Work and the general public including trained flagmen, warning signs, barricades, and lights at night. The Contractor shall provide signage at all times at the location of Work identifying the Contractor and that the Contractor is performing Work for the Owner.

**Existing Utility Protection:**

The Owner has determined that the proposed work may be in conflict with several existing, private water and other utility services. The Contractor shall be responsible for proper notification to the Utility Protection Center prior to any excavation and maintaining a copy of the excavation permit associated with each particular excavation such that it is readily available for review/inspection at the job site. The Contractor shall be prepared to repair any lines damaged during construction to maintain service to existing customers at all times. The cost for this work shall be included in the unit prices provided.

At the pre-construction meeting, the Contractor shall provide the Owner a copy of the Contractor's Damage Prevention Program outlining how the Contractor intends to protect existing utilities during construction.

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Any damage done to existing utility lines, drains, power and telephone cable, poles, and structures of every nature, not indicated to be replaced and/or abandoned shall be repaired or replaced by the Contractor at its own expense. The approximate position of certain known underground lines and structures are shown on the Drawings according to available information. Existing small lines are not shown. The Contractor shall locate, excavate and expose all existing underground lines in advance of trenching and other construction operations. Where connections are to be made at underground structures and pipelines, elevations and locations shall be verified prior to construction of the pertinent Work. Where underground utilities or obstructions are encountered which conflict with the new Work, the location and/or alignment of the new or existing lines may be changed to avoid interference upon written approval of the engineer or Owner.

**Operation of Existing Infrastructure:**

No component of the Owner's existing operating systems (valves, piping, pumps, etc.) may be operated by anyone other than Owner's personnel unless express written permission is provided by the Owner in each and every instance. All connections to existing facilities shall be scheduled and planned with the Owner and Engineer.

**Interruption of Service:**

All Work shall be performed in such a manner so as to minimize and/or eliminate service interruptions to the Owner's customers. The Contractor shall coordinate all utility work through the Owner and all service interruptions must be reviewed and planned in advance with the Owner. As a general rule, no service interruption shall occur without the Owner being able to provide a 2-day advance notice to customers as to the date, time and expected duration of any outage. No outage shall last longer than 4 hours unless otherwise approved in writing by the Owner. If the work cannot be accomplished in this manner, the Contractor must plan to accomplish the required Work via other methods approved by the Owner. The Contractor shall perform any Work requiring outages during periods of low customer demand, some night work and weekend work may be required at the request of the Owner, there will be no additional compensation for this work.

**Demolition:**

Should the Contractor be required to perform any demolition, the structures shall be removed to grade. All structures demolished shall be filled to finished grade with compacted fill or crushed stone. Basement and pits of buildings to be demolished shall be filled with compacted fill or compacted crushed stone to finished grade level.

All materials shall be removed from the Project site and disposed of a legal landfill or sold for reuse. The Contractor shall provide information to the Owner concerning the disposition of materials from demolished buildings.

**Blasting:**

If the scope of the Project requires blasting or the Contractor contemplates conducting blasting at some point during the project, the Contractor shall obtain additional insurance to cover such work in an appropriate dollar amount to be determined by the Owner. In addition, a pre-blast survey shall be conducted on all utility structures and substructures

**General Requirements and Conditions**

checking for leaks, service connections in the vicinity, and potential problems that might arise from blast disturbances. Seismic recorders must be set up at all structures in the vicinity determined by the pre-blast survey to be possibly affected from blasting conforming to all local, state and federal codes. Immediately after blasting is completed, a post-blast survey will be conducted on all utility related structures and substructures checking for leaks, service interruptions and facility weakening caused by blasting.

**Housekeeping:**

The Contractor shall keep Project locations and material storage areas clean and orderly at all times. Trash, construction debris, litter etc shall not be allowed to accumulate. Clean-up shall occur on a frequent enough basis to ensure the aforementioned is achieved.

Before the work is considered as complete all rubbish and unused material related to the Work must be removed and the premises left in a condition satisfactory to the Owner. Streets, curbs, crosswalks, pavements, sidewalks, fence, and other public and private property disturbed or damaged shall be restored to their former condition or better on an on-going basis by the Contractor at no additional cost to the owner. This shall be done prior to the final inspection and any discrepancies noted on the inspection must be completed before final payment.

**As-Built Drawings:**

The Contractor shall provide to the Owner a complete set of as-built drawings for the Work performed. The as-built drawings shall be provided on an ongoing basis throughout the Project as agreed during the pre-construction meeting. As-Built drawings shall comply with the following requirements:

1. As-built drawings shall graphically depict the location and elevation of all construction including underground piping. Changes of dimension and detail shall be shown on the drawings. Changes made by requests for information, field orders, clarification memorandums or change orders shall be shown on the drawings. Dimensions, distances and coordinates shall be shown to the nearest 0.1 foot. Elevations shall be shown to the nearest 0.01 foot. Underground piping location shall be dimensioned from the edge of pavement or, if no pavement is present, some other visible and established landmark(s).
  - a. As-built drawings shall graphically depict location and approximate elevation for all project equipment and apparatus such as manholes, pump/lift stations, air relief valves, in-line valves, flush valves, blow-off valves, fire hydrants, meters, etc. Location(s) shall be depicted using Geographic Positioning System (GPS) coordinates meeting the following specifications: GPS equipment shall have a MS Windows-based office processing software that supports GIS/CAD formats such as; ARC/INFO, AutoCAD and ArcView. GPS points shall be taken by recording ten (10) points at the equipment or apparatus' location with a minimum of four (4)

**General Requirements and Conditions**

satellites and accuracy based on a maximum Position Dilution of Precision (PDOP) of 6.0.

2. The address shall be noted above or adjacent to all service or tap locations.
3. All service lines shall be shown on the plans and indicate the nominal size and geographic location of each service line.
4. Any other non-standard construction features are to be noted.
5. All abandoned lines shall be labeled as such on the drawings with the points of isolation clearly identified.
6. Electrical wiring diagrams.
7. Instrumentation location and control loop configurations.
8. All as-built drawings shall be reviewed and approved prior to final payment being made.

Acceptance of Work and Final Payment:

Before final acceptance of the Work and payment to the Contractor of the retainage held by the Owner, the following requirements shall be complied with:

Final Inspection:

Upon written notice from the Contractor that final Work is ready for inspection, the Owner will make a final inspection of the Work, and shall notify the Contractor of instances where its Work fails to comply with the Contract Drawings and/or Specifications via creation and distribution of a "Punch List" of work remaining to be completed and/or deficiencies requiring remedy. The Contractor shall immediately make such corrections as are necessary to make the Work comply with the Contract Drawings and Specifications to the satisfaction of the Owner. All parties shall complete a "Certificate of Substantial Completion" in a format as prescribed by the owner.

Special Conditions for this project:

Contractor has **200** days to complete the entire project.

As-Built Drawings:

Final retainage payment will be withheld until the Contractor has provided the Owner as-built drawings meeting the requirements specified herein.

Sales Tax Refund:

Final retainage payment shall be withheld until the Contractor has provided sufficient assistance, as determined by the Owner, to enable it to procure a sales tax

**General Requirements and Conditions**

refund for Georgia sales tax paid on materials purchased by the Contractor and installed by the Contractor and /or their sub-contractors

Dalton Utilities is a municipality of the State of Georgia and has an official Sales and Use Tax Certificate of Exemption.

Liens:

Final acceptance of the Work will not be granted and the retainage will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and materials employed or used in the construction of the Work under the Construction Contract have been settled, and that no legal claims can be filed against the Owner for such labor or materials.

Final Estimate:

Upon completion of all clean up, alterations and repairs required by the final inspection or operating test, the satisfactory completion of the operating test, and upon submitting proper and satisfactory evidence to the Owner that all claims have been settled, the Owner will issue a certificate of final acceptance of the Work. The Contractor shall then prepare his final estimate. After review and approval by the Owner, the payment shall then become due net 30 days.

Acceptance of Final Estimate:

The acceptance of payment by the Contractor regarding the final estimate shall operate as a release to the Owner from all claims and liabilities to the Contractor for all Work done or materials furnished, or for any act of the Owner or its agents affecting the Work.

# **TECHNICAL SPECIFICATIONS**



## DREDGING

## PART 1 GENERAL

## 1.1 SCOPE

- A. The work described by this section consists of furnishing all materials and equipment, and performing all labor, necessary for removal and disposal of the Alum sludge and sediment resulting from the water treatment plant filter backwash and sedimentation basin washdown operations in the areas defined on the Drawings. All work shall be done in strict conformity with the Drawings and Specifications and the directions of the Engineer. The dewatered spoil shall be hauled to contractors approved choice of disposal
- B. The purpose of this project is to remove solids from the lagoon to gain additional storage capacity.
- C. The work under this section shall include, but not be limited to, the following:
  - 1. Site mobilization & demobilization.
  - 2. Project scheduling and phasing.
  - 3. Dredging by hydraulic method of sediment within the pond limits shown on the Drawings.
  - 4. The dredging must be completed within the contract time.
  - 5. Performing all dredging work in accordance with turbidity controls measures.
  - 6. Furnish and install temporary transmission pipe from lagoon to dewatering site including fittings and valves as necessary.
  - 7. Transportation and placement of dewatered material in conformance with these specifications, and all regulatory approvals.
  - 8. Removal and proper disposal of debris and other obstructions as defined within these Specifications.
  - 9. Coordination is required to avoid impacts to work activities, schedule, access, or sedimentation/turbidity controls employed for either project.
  - 10. Installation and maintenance of erosion control measures and equipment sufficient to meet all local and state standards for erosion control.
- D. Comply with all conditions and perform monitoring and reporting as required by the Regulatory Approvals.
- E. The sludge lagoon has part of the water treatment plant's operation, and it will remain in operation or the duration of the project.

## 1.2 QUALIFICATIONS

- A. For Qualifications and Pre-Qualifications in the Instruction to Bidders Section.

### 1.3 QUALITY ASSURANCE

- A. Comply with all applicable local, state, and federal requirements, as well as industry standards and practices regarding materials, methods of work, proper disposal, safety of workers, and safety of the public.
- B. All the Contractor's dredging and dewatering equipment shall be in good working condition and suitable for the intended task.

### 1.4 SUBMITTAL

- A. Dredging Plan:
  - 1. Submit the Dredging Plan to the Owner and Engineer for review and acceptance. Dredging plan shall consist of:
    - a. Sequence of areas to be dredged.
    - b. Methods for achieving dredge depth and quality control.
    - c. Method(s) for transporting dredge material to the dewatering area.
    - d. Method of cleaning equipment at Project completion.
  - 2. Include the name, address, and 24-hour emergency contact information of the person who will be in responsible charge of the dredging and disposal operation.
  - 3. Include the name, address, and 24-hour emergency contact information of all Subcontractors who will be involved in the Project.
  - 4. Identification and list of dredge equipment to be used. Certify that all the Contractor's dredging equipment and dredge scows are in good working condition and suitable for the Work.
  - 5. As part of the Dredging Plan, submit a Spill Management Plan which will be utilized to prevent and/or mitigate fuel and material spillage
- B. Dewatering Plan:
  - 1. Submit a dewatering plan to the Owner and Engineer for review and acceptance.
  - 2. Include a layout plan for the staging and dewatering area, see staging area on Drawing.

## 1.5 CLOSEOUT SUBMITTALS

- A. Daily Dredging Reports
  - 1. Contractor shall submit daily reports to the Owner and Engineer addressing for each day the progress of Work. The report shall be submitted no later than 10:00 a.m. of the next calendar day following the reported day.
  - 2. Daily Work Report of Dredging Activity
  - 3. Day and date.
  - 4. Project name and number.
  - 5. Weather conditions
  - 6. Location of dredging
  - 7. Hours worked.
  - 8. Approximate daily tons and character of materials dredged.
  - 9. Accidents, spills, and mishaps, etc. and actions taken to contain and correct incident.
  - 10. Name of individual making report.
  - 11. Verify that no foam or floatable materials are created by dredging.
- B. Confirmation from each landfill that all invoices have been paid.
- C. Copies of each truck's manifests, and scale tickets from the disposal facility showing total weight of "wet tons" delivered to the landfill.

## 1.6 MEASUREMENT AND PAYMENT

- A. Payment for all work under this section of the specifications shall be made according to the unit prices the Bid Form.
- B. All associated costs shall be included in the unite prices bid.
- C. Mobilization
  - 1. Basis of Measurement: Lump Sum (LS)
  - 2. Basis of Payment:
    - a. The unit cost to include all costs associated with mobilizing to the site, unloading, setup, and installation of all required equipment, piping, temporary structures and facilities, and all required work up to beginning of dredging and dewatering operations.
    - b. The unit cost to include all costs associated with the pre-dredging bathymetric survey.
    - c. This cost shall also include all Contractor costs not covered by the pay items listed below or included in the Bid Form.
- D. Dredging, Dewatering, Trucking, & Disposal
  - 1. Basis of Measurement: per Ton (TON) of net dried solids material removed
  - 2. Basis of Payment:
    - a. The unit cost shall include all costs to dredge the pond, transport dredged material to the staging and dewatering area, dewatering, loading, hauling and disposal of dried material at the landfill.
    - b. Payment shall be made on the basis of dry solids removed, manifests, and scale tickets from the disposal facility.
      - 1) Dry solids is defined at the net solids removed based on 100% solids.
      - 2) Periodic testing will be conducted by the Owner or an independent testing laboratory to verify net solids removed by the dewatering equipment selected by the Contractor.
      - 3) Contractor is not responsible for costs associated with solids content testing of

- dewatered material.
  - c. Cost shall include all transportation and disposal fees.
  - d. Cost shall include all miscellaneous costs associated with dredging and dewatering including equipment operation, chemical requirements, fuel, administration, monitoring, etc.
- E. Demobilization:
- 1. Basis of Measurement: Lump Sum (LS)
  - 2. Basis of Payment:
    - a. The unit cost to include all costs associated with demobilize from the site, disassembling, loading, and hauling all equipment, piping, temporary structures and facilities after the completion of all dredging and dewatering operations.
    - b. The unit cost to include all costs associated with the post-dredging bathymetric survey.
    - c. See other sections of this specification for requirements of components that must remain onsite after the work is complete.

## 1.7 DEFINITIONS`

- A. Dredged Material:
- 1. Dredged material includes all material excavated from below the existing lagoon bottom.
  - 2. Dredged material is everything except debris.
- B. Debris:
- 1. Debris includes, but is not limited to material such as stumps, logs, wood, tires, strapping, cable, chain, etc., that is larger than 12 inches in any one dimension.
  - 2. The Contractor shall not be responsible for removal from the lagoon any object or item greater than 4 inches in diameter. In the event that non-pumpable trash, debris, or obstructions are encountered, this material may be bypassed and left in place or be removed and deposited on shore, at the Contractor's option.

## PART 2 PRODUCTS

## 2.1 CHARACTER OF MATERIAL

- A. The material to be removed is Alum sludge and silt accumulated from years of water treatment plant residuals returned from recycle backwash operations. The material must be hauled off site to be disposed of at a landfill or beneficially reused.
- B. The Contractor is responsible for determination of the characteristics of materials to be dredged.
  - 1. Sampling and testing of the existing materials to be dredged is encouraged, but not required.

## PART 3 EXECUTION

### 2.2 SITE MOBILIZATION & DEMOBILIZATION

- A. The Contractor shall mobilize dredging plant, work boats, scows, barges, tugs, cranes, and all other equipment to the work site to commence dredging and disposal operations
- B. The Contractor shall relocate and move cranes, dredge plant, and related equipment from one work location to another work location(s) within the project limits as work progresses and to accommodate vessel operations, as required.
- C. The Contractor shall perform all notifications, as required under this specification and within the Project Regulatory Approvals.
- D. The Contractor shall perform all surveys and reports, as required under this specification.
- E. The Contractor shall furnish and install dredge pipe, of the necessary diameter, material, and length, to accommodate the dredging operation and machinery. The pipe installation shall include all necessary anchors, pipe supports, energy diffusers, or other accessories to provide a watertight, safe, and adequate means of transporting dredged material from the dredging equipment to the dewatering area.

### 2.3 STAGING AND DEWATERING AREA

- A. The staging area for the dewatering process shall be located in the area shown on the Drawings.
- B. The staging area shall be prepared by the contractor as required to dewater the pumped dredging material, loading and transfer to transport dump trucks.
- C. The contractor shall determine the layout, and size of the area required to complete the dewatering operations.
- D. Staging and dewatering area must include the following:
  - 1. .
- E. The Contractor is responsible for construction and maintenance of all water, sewer, and electric lines and for erection and eventual demolition or removal of all equipment and structures which the Contractor deems necessary for the proper execution of the Contract
- F. The Contractor is responsible for the security of the staging area and equipment.
- G. The Owner will provide a water supply near the staging area with backflow preventer. The Contractor can run temporary water lines as needed for the operation of the staging area.

1. The contractor shall coordinate with the Owner on the water line size and daily water usage required for the dewatering equipment and operations.
- H. The Owner will provide a metered electric drop near the staging area and the Contractor can run temporary electric power to the staging area for the operation of lights and equipment.
- I. The Contractor can pour concrete slabs for his equipment, build temporary roads to the area, erect dewatering equipment, build truck access to the equipment, building temporary structures for shelter of equipment and supplies, office facilities, and erect temporary lighting and other temporary work inside the staging area.
- J. When dredging is completed, all temporary work and equipment shall be removed from the premises.
  1. Only staging area base, perimeter fencing, and Owner supplied water and electrical metered connections shall remain.

#### 2.4 DREDGING

- A. Examine the Site and available data and determine the character of the materials to be removed. The Contractor is required to remove all materials within the design footprint and shall provide all necessary labor and equipment to handle the materials.
- B. Furnish equipment of sufficient size and capacity to dredge sediments to the depths or quantities shown on the Contract Specifications and Drawings.
- C. The Contractor must launch and retrieve the dredging equipment from an area to be designated by the Owner and no other access points may be created by clearing of trees without prior approval of the Owner
- D. The quantities shown on the plans are estimated based on previous survey and WTP operating data. The actual amount removed will be dependent on the amount of dry material the Contractor removes.

- E. The Contractor shall be responsible during dredging for the maintenance of equipment.
- F. Do not disturb sediments outside the areas to be dredged.
- G. To aid in dewatering, the Contractor shall, to the maximum extent practical, remove primarily the settled solids deposited in the lagoon due to the water treatment plant operations and leave in place the natural earthen bottom of the lagoon.
- H. Misplaced materials: The Contractor shall not discharge, or permit discharge into the waters any oils, fuels, bitumen, garbage, trash, sewage, or other materials which may be harmful to fish, wildlife, or vegetation. Should the Contractor spill, dump, lose, or throw overboard or sink any material, plant, machinery or appliance, which in the opinion of the Owner, may be dangerous to the environment or hazardous to navigation, the Contractor shall promptly recover the same at his expense.
- I. Dredging Equipment:
  - 1. Dredging shall be performed by a cutter head or auger type hydraulic dredge.
  - 2. The dredge discharge pipe shall include a check valve to prevent blow back of the pipe contents.
  - 3. The dredge shall be held in place by spuds, cables, or other means proposed by the Contractor and which are acceptable by the Owner.
  - 4. The dredge shall have an enclosed engine and a muffler resulting low noise level.
  - 5. A dredge positioning system shall be utilized to accurately remove sediment.
  - 6. Dredge pipeline booster pumps shall be barge mounted and enclosed for noise attenuation. They shall be supplied with similar mufflers as the dredge.
  - 7. Dredged material shall be conveyed to the dewatering area by use of a HDPE pipeline or other material approved by the Owner of proper thickness, and with pipe joints fastened together sufficient to be tight and free of leaks.

## 2.5 DEWATERING

- A. Dewatering shall be done by mechanical means such as belt press, plate & frame press, or centrifuge.
  - 1. Dewatering by using bags (Geotubes), drying beds, or spreading and air drying is not acceptable.
  - 2. Polymer can be used in the dewatering process, but they must be NSF approved.
- B. The spoil shall be dried to a point that it is acceptable for hauling and acceptable to the operators of the landfill for disposal in the landfill.
- C. The Contractor shall provide and install sufficient berms, dams, or silt fencing to prevent the dredged solids in the dewatering area from re-entering the waters of the lagoon prior to being dewatered.
- D. The liquid from the dewatering process shall be pumped back to the pond for disposal.
- E. The dried solids shall be tested at intervals not exceeding 48 hours to establish the quantity of dry material being removed.
  - 1. Testing frequency may be increased or decreased by the Owner during the dredging and dewatering operations.
  - 2. Costs for testing will be paid under the Cash Allowance as noted in the Bid Form.

- F. Dried material cannot be stock piled onsite for more than 48 hours.

## 2.6 DEBRIS AND OBSTRUCTIONS

- A. The Contractor shall assume debris is present and shall remove it in the course of his work. In the event, significant obstructions (larger than 12-in diameter) are encountered which may impact the progress of the work, the Contractor shall notify the Owner and Engineer prior to removal.
- B. If logs or sizeable debris are encountered while dredging, it shall be left in place.
- C. When directed by the Owner or Engineer to remove large debris:
  - 1. The Contractor shall provide a cost to the Owner and Engineer to remove the large debris prior to performing any work to remove the debris.
  - 2. Once the cost is accepted by the Owner, the debris shall be separated and placed in a separate unsuitable material dumpster. Debris placed in the dumpster shall be free of excessive dredge material and water. All such material shall be disposed in accordance with the Contract Documents.
  - 3. Furnish any special or additional equipment that may be required for removing debris and submerged obstructions as needed to complete the Work. Care must be taken when removing any debris encountered adjacent to existing structures to minimize any possible impact
  - 4. Lawfully dispose of debris in accordance with all applicable laws and regulations.

## 2.7 HAULING

- A. The Contractor shall remove the dried spoil in a manner that will not allow leaks or spills on the haul to the disposal area.

## 2.8 DISPOSAL

- A. The Contractor is responsible for all arrangements for obtaining a disposal site, and permits required to transport and delivering the dewatered solids to the site and proper disposal of the dewatered solids.
  - 1.
- B. The Contractor shall include all costs for disposal in the bid.
- C. The contractor shall notify the Owner and Engineer of the name of the landfill(s) that he proposes to utilize on this project. The landfill name shall be written in the appropriate spaces in the Bid Form.
  - 1. The contractor shall provide a record of where the dried material was transported and disposed.
  - 2. The contractor shall provide a payment receipts and confirmation that all landfill's invoices have been paid.
- D. The Contractor shall not add any lime, mulch, or any other additives to the dewatered solids to get the solids to be acceptable to the landfill or to disposal site.



## 2.9 PROTECTION OF EXISTING STRUCTURES

- A. Proposed dredging limits as shown on the Contract Drawings are in close proximity to existing structures. Take the necessary precautions to protect these structures from damage. The Contractor shall bear full responsibility for any damage of any nature to these structures caused by his workers and/or equipment, and any such damage shall be satisfactorily remedied at the sole expense of the Contractor to the satisfaction of the Town.
- B. Conduct the dredging operations such that they do not undermine, weaken, or otherwise impair existing structures located in or near the areas to be dredged. The Contractor shall investigate the existing structures at the Site and plan the dredging operations accordingly.

END OF SECTION

TESTING LABORATORY  
SERVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This Section includes testing which the Owner may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications. The independent firm will perform tests, inspections and other services specified and detailed on the construction drawings.
- B. This work also includes all testing required by the Owner to verify work performed by the Contractor is in accordance with the requirements of these Specifications, i.e., concrete strength and slump testing, soil comparison, etc.
- C. This work does not include materials testing required in various sections of these Specifications or related association, trade or other consensus standards for quality control over suppliers, manufacturers and products.
- D. The testing laboratory or laboratories will be approved by the Owner and Engineer. The testing laboratory or laboratories will be selected by the Contractor and work for the Contractor.
- E. Testing, inspections and other services may occur on or off project site.

1.2 PAYMENT FOR TESTING SERVICES

- A. No separate payment will be made for the work under this Section. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the Contractor. The Contractor shall include these costs in his lump sum bid.
- B. The cost of material testing described in various sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the Owner.
- C. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by the Contractor. Retesting shall be performed by the testing laboratory approved by the Owner.

1.3 TESTING AND INSPECTION SERVICES

- A. The independent commercial testing laboratory will perform tests, inspections and other services specified and detailed on the drawings to include the following services:
  - 1. Test samples of mixes submitted by Contractor.
  - 2. Perform specified sampling and testing of products in accordance with specified standards, ASTM, ACI, other recognized authorities, and as specified.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products observed during performance of services.

5. Perform additional tests required by Engineer or Owner.
  6. Attend preconstruction meetings.
  7. Cooperate with the Owner and Contractor.
  8. Provide qualified personnel promptly on notice.
- B. Promptly submit three (3) copies, two (2) to the Owner and one (1) to the Contractor, of reports indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. The report format shall be submitted to the Engineer and Owner for review with the following information included:
1. Date issued
  2. Project title and number
  3. Testing laboratory name and address
  4. Name and signature of inspector
  5. Date of inspection or sampling
  6. Record of temperature and weather
  7. Date of test
  8. Identification of product and Specification section
  9. Location of Project
  10. Type of inspection or test
  11. Results of test
  12. Observations regarding compliance with the Contract Documents
- C. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, or approve or accept any portion of the Work.

#### 1.4 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with laboratory personnel.
- B. Provide to the laboratory, representative samples, in required quantities, of materials to be tested.
- C. Furnish required labor and facilities to:
1. Provide access to Work to be tested;
  2. Obtain and handle samples at the site;
  3. Facilitate inspections and tests;
  4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- D. Notify the laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
- E. Where inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency or the Owner and shipped to the laboratory by the Contractor at Contractor's expense.
- F. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Owner.

1.5 QUALITY ASSURANCE

- A. Companies to be hired by the Contractor for testing shall first be submitted for approval by the Owner and Engineer. Prior to start of Work, the following information shall be submitted:
  - 1. Submit testing laboratory name, address, and telephone number.
  - 2. Submit copy of recent equipment calibration and inspections with remedies of deficiencies reported by inspection.
- B. Testing shall be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM) and the American Concrete Institute (ACI).
- C. The testing laboratory shall be AASHTO accredited for quality and to perform the specific tests on construction materials.
  - 1. Provide evidence of current accreditation.

END OF SECTION

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SERVICES

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END OF SECTION



# WTP Sludge Lagoon Dredging Plan

