

REQUEST FOR PROPOSALS

**CONTRACT, PLANS AND SPECIFICATIONS
FOR
CLEVELAND HWY CORRIDOR SEWER EXTENSION PROJECT
FOR
THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS
OF
THE CITY OF DALTON, GEORGIA**

COMMISSIONERS

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

**JOHN THOMAS
CHIEF EXECUTIVE OFFICER**



August 2024

TABLE OF CONTENTS
FOR
CLEVELAND HWY CORRIDOR SEWER EXTENSION PROJECT
FOR
THE WATER, LIGHT AND SINKING FUND COMMISSION
OF
THE CITY OF DALTON, GEORGIA

Advertisement for Bids.....	001113
Instructions to Bidders.....	002113
Bid.....	004113
Non-Collusion Affidavit of Prime Bidder.....	004519
Corporate Certificate.....	004543
Statement of License Certificate.....	004546
E-Verify.....	004549
Construction Contract.....	005213
Performance Bond.....	006113.13
Payment Bond.....	006113.16
General Requirements and Conditions.....	007213
Allowances.....	012100
Owner Supplied Materials.....	012126
Technical Specifications	
Erosion and Sedimentation Controls.....	312500
Sanitary Utility Sewerage Force Mains.....	333400

ARPA (American Rescue Plan Act) Funding Instructions to Bidders

ADVERTISEMENT FOR BIDS

001113

**ADVERTISEMENT FOR BIDS
FOR
CLEVELAND HWY CORRIDOR SEWER EXTENSION 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 CLEVELAND HWY CORRIDOR SEWER EXTENSION 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 **August 9th, 2024**, 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”):

Construct the Cleveland Hwy Corridor Sewer Extension Project as shown in the drawings and specifications. The project will include Horizontal Directional Boring of approximately 7,000 LF of sanitary sewer force main and include installation of fittings and air release valves as shown in the drawings.

Dalton Utilities will supply the HDPE pipe, fittings and steel casing for the project. The contractor will be responsible for supplying all other materials.

The Contractor’s work also 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, July 25, 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, July 26, 2024**. Only bids submitted by properly pre-qualified bidders will be opened.

Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be held at Dalton Utilities for all properly pre-qualified bidders. This meeting will be held on **Tuesday, July 30, 2024**, at 2:00 pm in the upstairs auditorium at the Dalton Utilities office building located at 1200 V.D. Parrott Jr. Parkway in 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 **100** calendar days of 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.

Contractor's License: All bidders must possess any and all licenses and permits as may be required by applicable federal, state and/or local law/ordinances. The Georgia Utility Contractor License Number shall be written on the face of the bid.

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/engineering> or in person at Dalton Utilities, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia 30721.

001113-3
Advertisement for Bids

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
CLEVELAND HWY CORRIDOR SEWER EXTENSION PROJECT
FOR
THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS
OF THE
CITY OF DALTON, GEORGIA
D/B/A DALTON UTILITIES**

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

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 **100** 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. This includes any permits required by Whitfield County for pavement cuts.
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.

A sub-surface investigation has not been made on any portion of the work site by Dalton Utilities. As such, the amount of rock excavation and unsuitable materials is unknown. The bidder shall make its own analysis of the materials to be encountered and include prices for removal and replacement of these materials in its unit prices.

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 30, 2023**. 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 **Cleveland Hwy Sewer Corridor Extension 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 wastewater force main projects of similar scale and technical difficulty of the Cleveland Hwy Corridor Sewer Extension Project.
- b.) Projects must have been completed or started within the time frame of **August 1, 2019 and August 1, 2024**. Each of these projects must be complete or progressing on schedule as of **August 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 \$350,000.00, or that portion of a sub-contracted project must have been equal to or greater than \$350,000.00.
- d.) Contractor must have previous experience with the installation of sewer force mains. 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.

002113-6
Instructions to Bidders

- 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 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, July 25, 2024**. Applicants will be advised of their pre-qualification status by 5PM on **Friday, July 25, 2023**. 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

BID

Project Description: Cleveland Hwy Corridor Sewer Extension 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 **100** 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:

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.

CLEVELAND HWY CORRIDOR SEWER EXTENSION PROJECT

Item No.	Approx. Quantity	Unit	Description	Unit	Labor	
				Price	Total	
					Price	
1.)	7,000	LF	Directional Bore with 6" HDPE w/Locate Wire (2 Strands)		\$	-
2.)	30	EA	6" HDPE Fittings (90 bends, Tees, MJ Adaptors, etc)		\$	-
3.)	2	EA	Install 2" Combination Air Valve Stations (includes precast manhole w/ ring and covers)		\$	-
4.)	2	EA	Tie To Existing Forcemain (To include 6" valve)		\$	-
5.)	2	EA	Install 6" dead end flush valve		\$	-
6.)	2	EA	Install 6" In-Line Valve		\$	-
				SUBTOTAL	\$	-
<u>ALLOWANCE ITEMS</u>						
1.)	100	LF	Directional Drill in Rock (if rock is encountered)		\$	-
2.)	1	LS	Contingency	\$	25,000.00	\$ 25,000.00
				SUBTOTAL		
				TOTAL	\$	-

**NON-COLLUSION
AFFIDAVIT OF PRIME
BIDDER**

004519

Non-Collusion Affidavit of Prime BidderSTATE OF GEORGIACOUNTY 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
Cleveland Hwy Corridor Sewer Extension 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 Cleveland Hwy Corridor Sewer Extension 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 **100** 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)

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)

By:_____L.S.

Title: _____

(SEAL)

ATTEST:

Chief Financial 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, Ellis Contracting, Inc. P.O. Box 426 Eton, GA 30724 (hereinafter called the “Principal”) and Merchants Bonding Company, 6700 Westown Pkwy, West Des Moines, IA 50266 (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 **Seven Hundred Twelve Thousand Dollars (\$712,000.00)**, 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 _____, **2023** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the ***Cleveland Hwy Sewer Extension to Strain Road 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 _____, 2023.

CONTRACTOR
Ellis Contracting, Inc.

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, Ellis Contracting, Inc. P.O. Box 426 Eton, GA 30724 (hereinafter called the “Principal”) and Merchants Bonding Company, 6700 Westown Pkwy, West Des Moines, IA 50266 (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 **Seven Hundred Twelve Thousand Dollars (\$712,000.00)**, 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 _____, **2023** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the ***Cleveland Hwy Sewer Extension to Strain Road 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 _____, 2023.

CONTRACTOR

Ellis Contracting, Inc.

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:

Construct the Cleveland Hwy Corridor Sewer Extension Project as shown in the drawings and specifications. The project will include Horizontal Directional Boring of approximately 7,000 LF of sanitary sewer force main and include installation of fittings and air release valves as shown in the drawings.

Dalton Utilities will supply the HDPE pipe, fittings and steel casing for the project. The contractor will be responsible for supplying all other materials.

The Contractor's work also 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

General Requirements and Conditions

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 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:

General Requirements and Conditions

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 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

General Requirements and Conditions

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 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. Subcontractors are required to have a current Georgia Utility Contractor's License.

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

General Requirements and Conditions

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.

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:

General Requirements and Conditions

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:

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

General Requirements and Conditions

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.

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

General Requirements and Conditions

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.

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

General Requirements and Conditions

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.
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

General Requirements and Conditions

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.

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:

General Requirements and Conditions

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:

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

General Requirements and Conditions

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.

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.

General Requirements and Conditions

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 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 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).

General Requirements and Conditions

- 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) 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.

007213-15
General Requirements and Conditions

Special Conditions for this project:

Contractor has **100** 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 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.

ALLOWANCES

012100

SECTION 012100 - ALLOWANCES

Scope

The Contractor shall furnish and install the equipment identified in the Equipment Allowances. Equipment identified in the Equipment Allowances shall be subject to all provisions of these contract documents. Contractor will work with Owner to ensure that Testing Allowances and Surveying Allowances are utilized to ensure the proper installation of the work. Owner will specify the subcontractor to do any testing and surveying.

Costs

The Contractor shall include, in the Bid Total, the Equipment, Testing, and Surveying Allowances specified in the Bid. Equipment Allowances are for the purchase of equipment that has been pre-selected by the Owner. These allowances shall cover the cost of the equipment and services, as specified in the indicated Specification Sections, and Freight-on-Board (FOB) Shipping Point, Freight-Allowed.

The Contractor's applicable taxes, unloading, storage, handling, labor, installation, and overhead costs plus profit and other expenses contemplated for the allowances shall be included in the costs for the other items in the bid sheet and not in the allowances.

If the terms and conditions of purchase of equipment and services differ from those given in these Contract Documents, then the Contractor shall include the cost of the differences in the other items in the bid sheet.

Adjustment of Costs

Should the final invoice amount from the equipment manufacturer be more or less than the specified amount of the allowance, the Contract will be adjusted by a change order.

The amount of the change order will not recognize any changes in unloading, storage, handling, labor, installation, and overhead costs, nor profit and other expenses caused by the adjustment of the final invoice amount. The change order will recognize changes in applicable taxes.

Documentation

The Contractor will submit copies of new invoices from the equipment manufacturer with each periodic payment request.

Schedule of Allowances

Rock Bore: Directional Drill in rock deemed by the owner. This shall be paid under this allowance.

OWNER SUPPLIED MATERIALS

012126

SECTION 012126 – OWNER SUPPLIED MATERIALS

Scope:

This Section of the Specifications is to identify materials which will be or have been purchased by the Owner for use on this Project. The Contractor shall be responsible for scheduling the delivery of the materials to the Project site, as well as, establishing the hours of delivery and method of delivery to the Project site. The Contractor shall also be responsible for unloading, storage, installation, start-up, testing, training, and coordination with the manufacturer or supplier regarding all of these items except where specifically noted otherwise in the specifications or drawings.

Costs:

The Contractor's pick-up from Dalton Utilities storage yard, handling, labor, installation, overhead, profit, and any other expenses contemplated for the pre-purchased materials in this allowance shall be included in the Cost of Installation on the Bid.

Products:

1. Approximately 7,000 linear feet of 6 inch HDPE Pipe.
2. Air Release Valves
3. Dalton Utilities will furnish the gravel.
4. 6" Valves
5. Tracer Wire (#8 Gauge Green Bore Wire) 2 Strands

END OF SECTION

TECHNICAL SPECIFICATIONS

EROSION AND SEDIMENTATION CONTROLS

312500

SECTION 312500 – EROSION AND SEDIMENTATION CONTROLS

Scope:

This specification section covers the requirements for erosion, sedimentation, and pollution control during construction. During construction, temporary and permanent protective structures and measures as detailed in the following paragraphs shall be implemented and maintained by the Contractor to minimize erosion and sedimentation as a result of the work being performed.

General:

- A. The Contractor shall fully comply with the guidelines as specified in the Georgia Erosion and Sedimentation Control Act of 2003 (as amended).
- B. Land disturbance activity shall not commence until the Land Disturbance Permit has been obtained by the Owner from the Local Issuing Authority, provided that a permit is required for the project.
- C. The Contractor shall fully comply with the requirements of the Erosion, Sedimentation and Pollution Control Plan (the Plan) prepared for the Project and approved as a part of the Land Disturbance Permit obtained in item B above and shall sign a certification to that extent on the Plan. Where there are conflicts between the Plan and these specifications, the project specific Plan will control.
- D. The Contractor shall fully comply with the Georgia Department of Natural Resources Environmental Protection Division (EPD) General Permit for Stormwater Discharge associated with Construction of Infrastructure GAR1000002.
- E. The Contractor will assist Owner in preparing a Notice of Intent (NOI) and the project superintendent, who must be certified in accordance with “Certified Personnel” or “Certified Person” which means any person who has attended the Conservation Commission’s “Fundamentals Seminar” (Level 1A) and holds a certificate of successful completion of the training requirements stated in *Rules of the State Soil and Water Conservation Commission Chapter 600-8: Education and Training Certification Requirements for Persons Involved with Land Disturbing Activities* 600-8-1-.04 (2)(a) from the Conservation Commission in the area of inspection of best management practices (BMPs) on construction sites (BMPs are vegetative and structural measures to control and prevent erosion), will sign said NOI as the Operator. Contractor will not start land disturbing activities until 14 days after the NOI has been sent (postmarked) **return receipt certified mail** to EPD by Owner. A copy of the NOI and proof of certified mailing will be maintained onsite at all times as a part of the project paperwork.
- F. The Contractor will not start land disturbing activities until receiving proof or providing proof that the appropriate land disturbing fees have been submitted to EPD and to the local issuing authority.
- G. Use of erosion and sedimentation control measures shall be included in all permanent construction work and temporary construction work where necessary as a result of construction operations and where required in the Erosion, Sedimentation and Pollution Control Plan.
- H. The erosion and sedimentation controls shown on the Drawings of which the Erosion, Sedimentation and Pollution Control Plan is included and those in these Specifications are minimal requirements. The Contractor’s methods of construction may require additional erosion and sedimentation controls not indicated on the Drawings or in these Specifications. Any additional or different erosion control measures from what is in the Plan required due to the method of construction must be approved by the design professional, approved by the Local Issuing Authority, added to the Plan and approved by the Owner.

- I. The Contractor shall be solely responsible for control of erosion within the Project site and prevention of sedimentation or pollution in any adjacent waterways.
- J. The Contractor will assist Owner in preparing a Notice of Termination (NOT) and the project superintendent, who must be certified in accordance with “Certified Personnel” or “Certified Person” which means any person who has attended the Conservation Commission’s “Fundamentals Seminar” (Level 1A) and holds a certificate of successful completion of the training requirements stated in *Rules of the State Soil and Water Conservation Commission Chapter 600-8: Education and Training Certification Requirements for Persons Involved with Land Disturbing Activities* 600-8-1-.04 (2)(a) from the Conservation Commission in the area of inspection of best management practices (BMPs) on construction sites (BMPs are vegetative and structural measures to control and prevent erosion), will sign said NOT as the Operator.
- K. The Contractor shall fully comply with Georgia’s Oil or Hazardous Material Spills or Releases Act. Any spill will be reported to the Owner immediately.
- L. The Contractor will install stormwater management systems in accordance with the Plan and the contract documents, as well as any local permits.
- M. The Contractor will install and maintain all other controls required under the Plan including controls related to waste disposal practices, off-site vehicle tracking, sanitary sewer and septic system regulations, petroleum spills and leaks, and concrete wash down procedures.

Submittals:

Submittals are required in accordance with this section to allow the Owner to review all aspects of the work under this specification and ensure the work is conducted in full accordance with the Plan and local, State and Federal requirements. A minimum of three copies of each submittal shall be provided to the Owner for review. The Contractor shall review and stamp all submittals prior to sending to the Owner and make the certification statement that the submittal meets the requirements of the contract documents. The Owner will return one copy of each submittal to Contractor stamped “No Exceptions Taken”, “Make Corrections Noted”, “Amend & Resubmit”, or “Rejected – See Remarks”.

For submittals that have been marked as “Amend & Resubmit” or “Rejected – See Remarks”, the Contractor shall provide at least three copies of the revised submittal. For these submittals, the Contractor shall reference the specification section, make the certification statement, note any deviations from the specification and list dates that it was previously submitted.

- A. Complete shop drawings and manufacturer’s data shall be submitted to the Owner for all products to be used in erosion control measures or BMPs at the site.
- B. The Contractor will submit to Owner the name of the project superintendent and proof that the person is certified in accordance with “Certified Personnel” or “Certified Person” which means any person who has attended the Conservation Commission’s “Fundamentals Seminar” (Level 1A) and holds a certificate of successful completion of the training requirements stated in 600-8-1-.04 (2)(a) from the Conservation Commission in the area of inspection of best management practices (BMPs) on construction sites (BMPs are vegetative and structural measures to control and prevent erosion).
- C. The Contractor will submit to Owner a list of all proposed subcontractors on the project. All proposed subcontractors on the project that will have any involvement in land disturbing activities of any sort must be “Certified Subcontractors” which means any person who has attended the Conservation Commission’s “Awareness Seminar for Subcontractors” and holds a certificate of successful completion of the training requirements stated in 600-8-1-.04 (2)(d) from the Conservation Commission in the area of erosion and sediment control practices and processes in the state. Proof of this training must be submitted to the Owner.

- D. The Contractor will submit to the Owner within 30 days of award of project and prior to any land disturbing activities, the fees associated with the project on the required EPD form for the amount of acreage to be disturbed, if applicable. Payment of fees associated with the NOI will also be made to local issuing authority prior to any land disturbing activities as required under the General Permit, if applicable.
- E. The Contractor will submit to Owner a request for inspection by the design professional of the initial erosion control measures. This inspection must be performed seven days after installation of the initial erosion control measures, and a report or letter must be provided to the Contractor by the design professional summarizing the findings of the inspection and listing any deficiencies that must be corrected. All deficiencies identified by the design professional must be corrected within two business days of receipt of the report or letter by the Contractor. This report must be maintained as a part of the Contractor's onsite paperwork, and a copy of this report or letter must be submitted to the Owner for review and approval. In addition, proof that any noted deficiencies were corrected within two business days of receipt must be provided to the Owner.
- F. The Contractor will submit to Owner copies of all inspections performed on the site in accordance with the section entitled Quality Assurance.
- G. The Contractor will submit details on sampling including proposed sample point labels, geographic positioning system (GPS) coordinates for all proposed sample points shown in the Plan, proposed sampling personnel and certification information on those personnel, proposed sampling equipment, and proposed analytical equipment and result reporting forms. If Contractor plans to use a commercial laboratory for the required analytical testing, the name, location, and certification status of the proposed laboratory must be provided.
- H. The Contractor will submit to Owner copies of all sampling results and reports for sampling performed at the site in accordance with the Plan. These results must be submitted to the Owner within five days of collection. The Owner will submit all sampling results to EPD by the fifteenth day of the month following the reporting period in accordance with the requirements in the General Permit, GAR100002.
- I. The Contractor will provide to the Owner as-built drawings of all permanent stormwater management systems and controls constructed as a part of this project in accordance with Section 007213.

Quality Assurance:

The purpose of this section is to ensure that erosion control measures are effective in minimizing erosion, sedimentation, and pollution to State waters and that all measures taken fully comply with the approved Plan, and local, State and Federal requirements. The Contractor will have a Certified Person perform, at a minimum, the following inspections:

- A. Daily inspections of all areas where petroleum products are stored, used, or handled; all locations where vehicles enter and leave the site; and the rain gage for the site.
- B. Fourteen day inspections of disturbed areas that have not undergone final stabilization, areas used for storage of materials that have not undergone final stabilization, and structural control measures identified in the Plan.
- C. End of storm inspections will be conducted after any storm producing 0.5 inches of rain or greater of disturbed areas that have not undergone final stabilization, areas used for storage of materials that have not undergone final stabilization, and structural control measures identified in the Plan.

- D. Monthly inspections of all areas that have undergone final stabilization until the NOT is filed with EPD.
- E. Any additional inspections required in the project specific Plan.

Based on the results of these inspections, the Contractor will have seven calendar days from the date of inspection to correct any deficiencies. Corrections to any deficiencies should be documented in the onsite paperwork.

To ensure compliance with these specifications and the Plan, the Owner will engage a “Certified Inspector” which means any person who has attended the Conservation Commission’s “Advanced Fundamentals Seminar” (Level 1B) and holds a certificate of successful completion of the training requirements stated in 600-8-1- .04 (2)(b) from the Conservation Commission to inspect land-disturbed areas for compliance with the state laws in the afore mentioned inspections.

Any deficiencies found by the Owner will be immediately brought to the attention of the Contractor. Correction of these deficiencies must be completed by the Contractor within five calendar days of identification.

The Owner must be made immediately aware of any inspections performed by the Local Issuing Authority or the EPD. Any compliance issues identified in any inspection by either of these entities will require the Contractor to **Stop Work** on all other work except correcting the deficiency identified. Certification that any such deficiency has been corrected must be submitted to the Owner within five days of the inspection.

In addition to inspections, the Contractor is required to perform sampling in accordance with the Plan. Sampling points identified in the Plan must be labeled prior to starting land disturbing activities. All sample locations should be marked with an approved sign with the writing “Dalton Utilities, Project Name, Sample # (from the Plan)”. The Contractor shall notify Owner of any outfalls not shown on the Plan. Owner shall have these outfalls added to the Plan by the design professional. Sampling points will be confirmed by Owner prior to land disturbing with the Contractor in the field. The Contractor is required to collect GPS coordinates for all sampling points in accordance with Section 007213.

All sampling by the Contractor will be performed in strict accordance with the Plan, methodology and test procedures in 40 CFR Part 136 and the guidance document entitled “NPDES Storm Water Sampling Guidance Document, EPA 833-B-92-001”. The Contractor is responsible for providing sampling and analytical equipment as required in the Plan. All monitoring results shall include at a minimum the sampling date, exact place, time of sampling, name of sampling personnel, analytical date, time of the analyses, personnel who performed the analyses, the analytical methods, and the results of the analyses, as well as any additional information required by the project specific Plan.

Products and Implementation:

The Contractor will implement Erosion, Sedimentation, and Pollution Control Plan (the Plan) in strict accordance with the Drawings and these Specifications and as required by the Owner and design professional. Any changes, amendments, deviations, additions, or other alterations from the Plan must be approved and certified in writing by the design professional. These changes will also require review and approval by the local issuing authority.

Products and methods not listed in these Specifications may be used by the Contractor if they meet the requirements of the Georgia Soil and Water Conservation Commission (GaSWCC) as outlined in the *Manual for Erosion and Sediment Control in Georgia* (as amended as of January 1 of the year in which the land disturbing activity is being conducted), are approved and certified by the design professional, are approved by the local issuing authority, are added to the Plan, and are approved prior to use by the Owner.

- A. Buffer Zones (Bf):** The Plan will show all buffer zones. At a minimum, buffers of 25 feet along the banks of all State waters must be maintained free of construction activity, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action. Buffer zones will be, at a minimum, in accordance with the requirements of the *Manual for Erosion and Sediment Control in Georgia* (as amended as of January 1 of the year in which the land disturbing activity is being conducted), however, the Plan must be consulted as local buffer zones may be more stringent and these more stringent requirements, if applicable, will be shown in the project specific Plan. The Contractor will be required to mark these buffer zones in accordance with the Plan prior to starting work with flags or signs to be approved by Owner. The Contractor's employees and subcontractors will be educated as to the importance of avoiding any land disturbing activity inside the buffer zones. Where land disturbing activity is shown on the Plans in accordance with activities allowed in the buffer zone due to exemptions as outlined in the General Permit or in accordance with a buffer variance obtained by the Owner from the Georgia Environmental Protection Division, the Contractor will notify Owner prior to starting this work. All work in the buffer will be in strict accordance with the Plan. Repair of the buffer zone, in accordance with the Plan and any buffer variance documents, will be performed immediately upon completion of the work. One time water and sewer line crossings of State waters will be allowed in accordance with these specifications, the Plan, and as approved by Owner prior to initiating the crossing. All crossings must be made perpendicular to or within 25 degrees of perpendicular of the flow of the stream, creek or river. In addition, the width of disturbance for these crossings must be less than 50 feet. This 50 foot section of proposed disturbance must be marked by the Contractor in the field prior to beginning any work. The Owner will inspect the proposed crossing and the limits of disturbance prior to initiation of the work to ensure compliance with the Plan and the General Permit. For any crossing not meeting these requirements, a buffer variance will be required from the Georgia Environmental Protection Division before beginning any land disturbing activity in the buffer zone. In addition to a buffer variance, any crossings must also have a Pre-Construction Notification completed to the U.S. Army Corps of Engineers if deemed necessary by the owner.
- B. Disturbed Area Stabilization Options (Ds1):** The Contractor shall apply mulch to all exposed areas within 14 days of disturbance if the area or the season of the year does not allow stabilization with temporary seeding (Ds2). This BMP can only be used for stabilization of areas for less than six months. For this BMP, disturbed area stabilization must be in accordance with one of the following: dry straw or hay, wood waste, compost, or polyethylene. At a minimum, 90 percent of the disturbed area must be covered by one of the disturbed area stabilization alternatives. If straw, hay, wood waste or compost are used, it must be applied in a layer of between 2 and 4 inches thick, properly anchored and maintained. All disturbed areas along any pipelines shall be mulched as soon as possible after backfilling operations have been completed, but in no case shall this time period exceed 14 days.
- C. Disturbed Area Stabilization with Temporary Grassing (Ds2):** The Contractor shall apply temporary seeding to all exposed areas within 14 days of disturbance. Temporary grassing can be applied to rough graded areas that will be exposed for less than six months. If an area will be exposed for longer than six months, then permanent disturbed area stabilization will be performed. Temporary grassing for erosion control shall consist of planting temporary grass of a quick growing species such as millet (pearl or browntop), oats, rye, ryegrass, sudangrass, lovegrass or lespedeza (annual) suitable to the Mountain, Blue Ridge or Ridge and Valley Major Land Resource Area. The specific species to be planted should be as identified in the Plan and approved by the Owner. Planting dates, broadcast rates and methods, fertilizer, lime, mulch and periodic watering shall be as noted in the Plan. Seed, fertilizer, lime, mulch and periodic watering shall be applied in adequate quantities to assure a full, healthy ground cover over the entire disturbed area of construction operations. All materials shall be of first class quality. All disturbed areas along any pipelines shall be grassed as soon as possible after backfilling operations have been completed, but in no case shall this time period exceed 14 days.

D. Disturbed Area Stabilization with Permanent Grassing (Ds3): Permanent grassing will be installed once all soil disturbing activities at the site have been completed or if an area will not be disturbed further for in excess of six months. For pipeline installations, after completion of pipe laying operations, the Contractor shall grass disturbed areas immediately and within 14 days of completion of backfilling. All yards and ditches shall be returned to original condition or better within a timely fashion. The Contractor shall grass all areas that were disturbed by clearing or construction operations. Before seeding commences, the Contractor shall smooth the entire area with a drag and break up all clods. All deleterious material, large stones, roots, limbs, and other debris shall be removed to leave a smooth area suitable for mowing, use of a rock hound or similar piece of equipment may be required in order to achieve this standard. Grass species for permanent grassing shall match the existing grass species at the site before land disturbing activities commenced where work is in the road right of way. Permanent grassing for erosion control shall consist of planting grass such as Bermuda, Fescue, Lespedeza, Bahia or Lovegrass suitable to the Mountain, Blue Ridge or Ridge and Valley Major Land Resource Area. Rye grass seed may be required as part of the permanent grassing depending on the time of year. This requirement is at the owners discretion. The specific species to be planted should be as identified in the Plan and as approved by the Owner for the particular location and time of year. Planting dates, broadcast rates and methods, fertilizer, lime, mulch and periodic watering shall be as noted in the Plan. Seed, fertilizer, lime, mulch and periodic watering shall be applied in adequate quantities to assure a full, healthy ground cover over the entire disturbed area of construction operations. All materials shall be of first class quality.

- (1) Contractor shall submit data on percent germination and percent purity for all seed proposed for application. In addition, Contractor shall submit proposed bulk seeding rates, seeding method, inoculants (if applicable), mulch type and application rate, lime type and application rate, fertilizer type and application rate, proposed anchoring method, and any other data requested by Owner to confirm that permanent grassing implementation will meet minimum requirements in the Plan.
- (2) Agricultural lime meeting the specifications of the Georgia Department of Agriculture shall be spread at the rate of one to two tons per acre unless soil tests indicate lime is not required.
- (3) Mulch is required for all permanent grassing installations and shall be applied to achieve 100% soil cover. Dry straw or hay of good quality can be used for conventional seeding and shall be applied at a rate of 2 and ½ tons per acre. For hydraulic seeding, Contractor shall use wood cellulose mulch or wood pulp fiber at a rate of 500 pounds per acre followed by dry straw or hay at the above indicated rate. Mulch shall be applied within 24 hours of seeding and will be anchored.
- (4) Fertilizer including total Nitrogen, available Phosphoric Acid, and water-soluble Potash shall be applied as required in the Plan depending on the grass species and time of the year.
- (5) Grassing (by seeding) shall be completed as soon as practical after finish grading is completed in order to minimize erosion from rainfall and run-off. Any erosion occurring in grassed areas shall be immediately repaired.
- (6) Permanent seeding shall be done only if it can be completed within the appropriate planting season for the Mountain, Blue Ridge, and Valley and Ridge Major Land Resource Areas for the type of grass.
- (7) Seed, fertilizer, mulch and periodic watering shall be applied in adequate quantities to assure a satisfactory ground cover over the entire area of construction operations. A satisfactory stand of grass is defined as a full cover, over 100% of the soil surface

Erosion and Sedimentation Controls

and seeded area, of live and growing grass with no bare spots and a density of at least 70 percent as determined by the Owner.

- (8) Permanent grassing along highway right-of-way shall also comply with Department of Transportation, State of Georgia, Standard Specifications Construction of Roads and Bridges, latest edition and any requirements of the local authority having jurisdiction over the road right of ways.
- (9) Permanent grassing through established pastures shall be by seeding with the same type of grass as was disturbed or, if acceptable to the property owner, seeding may be as recommended by the local Soil Conservation Agent as long as application methods, seeding rates, mulching rates, lime application rates, fertilizer application rates, and the other requirements meet the requirements for the type of grass required in the Plan and in *Manual for Erosion and Sediment Control in Georgia* (as amended as of January 1 of the year in which the land disturbing activity is being conducted).
- (10) Grassing may be by hydraulic or conventional seeding, but the method selected must be approved by the Owner.
- (11) Seed and fertilizer mix shall be as described above. All planting and seeding shall be watered thoroughly as soon as completed and shall be watered as necessary to provide continuous growth without setback until all growth from seed is thoroughly established.
- (12) Anchoring must be done immediately after the mulch is spread. Anchoring may be done by various means, one example is driving over the mulch with a piece of equipment. No additional payment shall be made for this process.

E. Disturbed Area Stabilization with Sodding (Ds4): Permanent sodding will be installed once all soil disturbing activities at the site have been completed or if an area will not be disturbed further for in excess of six months and as called for in the project specific Plan. For pipeline installations, after completion of pipe laying operations, the Contractor shall sod disturbed areas immediately and within 14 days of completion of backfilling. All yards and ditches shall be returned to original condition or better within a timely fashion. The Contractor shall sod all areas that were disturbed by clearing or construction operations where the Plan calls for sod or where sod was present before the area was disturbed. Before sodding commences, the Contractor shall smooth the entire area with a drag and break up all clods. All deleterious material, large stones, roots, limbs, and other debris (1" or larger in size) shall be removed to leave a smooth area suitable for sod installation. Grass species for permanent sodding shall match the existing sod at the site before land disturbing activities commenced where work is in the road right of way or on private property. Permanent sodding for erosion control shall consist of planting sod of either Bermuda or Tall Fescue depending on the planting season and the site specific requirements.

F. Silt Fence (Sd-1C): Unless otherwise noted in the project specific Plan, all silt fence installed shall be Type C silt fence. The Contractor shall submit product data to the Owner for approval for any silt fence proposed for installation on the project. Approved silt fence fabrics are listed in the Georgia Department of Transportation Qualified Products List #36 (QPL -36). Silt fence shall be constructed in areas as shown on the Plan and in additional locations as requested by the Owner. Installation shall be by trenching 6 inches below grade and putting in the silt fence with steel posts at 4 foot intervals. When sediment accumulates to a level of one half the height of the silt fence, maintenance must be performed by the Contractor to remove the accumulated sediment.

G. Check Dams (Cd-S and Cd-Hb): Check dams shall be placed as shown on the Plan and as requested by the Owner. A geotextile selected in accordance with AASHTO M288-96 Section 7.3 and approved by Owner shall be used under stone check dams. Stone check dams shall be constructed of graded 2-10 inch stone. The stone shall be placed such that it covers the entire

ditch or swale and the center of the stone check dam is lower than the edges. They shall be maintained at all times by removing sediment when it reaches one half the height of the dam. Hay bales shall only be used where called for in the Plan and approved by the Owner. If used, hay bales must be embedded a minimum of 4 inches into the existing ground surface. As with stone check dams, sediment must be removed from behind the hay bales when it reaches one half the height of the hay bale. If required by the owner, all check dams must be removed once final stabilization has occurred unless the check dam is called out to be a permanent hydraulic control measure on the design drawings.

- H. Construction Exit (Co):** Construction exits shall be constructed at all points of ingress and egress from the site as shown on the Plan. The location of the exit shall be excavated 3 inches below grade. A geotextile meeting the requirements of AASHTO M288-98 must be placed over the entire area. Stone in accordance with the National Stone Association R-2 (size range of 1.5 to 3.5 inch) will be placed over the geotextile to a thickness of at least 6 inches. The width of the exit will match the largest requirement for vehicular traffic on and off the site, but at a minimum, it will be 20 feet in width and the length will be as shown on the project specific Plan. Maintenance of the exit will be performed as needed on a daily basis to ensure that no tracking of materials from the project site onto the road occurs. Maintenance will include the addition of more stone as required to maintain a thickness of at least 6 inches of clean stone leaving the site.
- I. Rip-Rap:** The Contractor shall place rip-rap as required and directed by the Owner or Engineer.
- (1) **Materials:** Rip-rap shall be hard, durable rock, concrete rubble, or similar material weighing at least 150 lbs per cubic foot. Rip-rap shall consist of stone or bagged sand-cement to a thickness of approximately twelve inches (12"). Stone shall be hard quarry or field stone of such quality that it will not disintegrate on exposure to water or weathering. Stone shall range in weight from a minimum of 25 pounds to a maximum of 150 pounds with at least 50 percent of the pieces weighing more than 60 pounds. Rip-rap shall be reasonably well graded within the following limits established by the National Crushed Stone Association (NCSA):

Graded Rip-Rap Stone

NCSA No.	Size Inches (Square Openings)		
	Maximum	Average	Minimum
R-1	1-1/2	¾	#8
R-2	3	1-1/2	1
R-3	6	3	2
R-4	12	6	3
R-5	18	9	5
R-6	24	12	7
R-7	30	15	12

- (2) **Payment:** Rip-rap will be paid for on the basis of the number of square yards measured in place to the thickness specified.
- J. Limit of Progress:** The Owner will limit the area of excavation commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding and other such erosion, sedimentation and pollution control measures current in accordance with the schedule in the approved Plan. Should seasonal limitations make such coordination unrealistic, special erosion control measures shall be taken immediately to the extent feasible and justified. Any special erosion control measures will be taken only after approval of the Owner, the design professional, and the local issuing authority.

**SANITARY UTILITY
SEWERAGE FORCE
MAINS**

333400

SECTION 333400 – SANITARY UTILITY SEWERAGE FORCE MAINS

Scope:

The Contractor shall provide all labor, equipment and materials to install force mains using high density polyethylene (HDPE) or ductile iron pipe (DIP) for the collection of sanitary sewage from lift stations in accordance with these specifications.

Submittals:

- A. The Contractor will submit complete product data from named vendor on all products proposed for use in the project.
- B. Results from recording of each fuse on HDPE pipe will be submitted to the Owner as part of the installation record.
- C. Contractor will submit a proposed method for pigging or cleaning lines for approval by the Owner after installation.
- D. Contractor shall provide proof of qualification for all labor involved in fusing of HDPE pipe. Proof of qualification shall be written confirmation of training by a manufacturer involved in the manufacture of HDPE pipe for more than two years. All individuals with such qualifications must be submitted to the owner for evaluation and approval, only those individuals approved by the owner will be allowed to perform fusing operations on the project.
- E. Contractor shall submit proposed pressure testing methodology for review by the Owner prior to initiating any final pressure testing of pipe.

Products:

This section of the specification details the requirements for pressurized sanitary sewer force mains and related accessories. Unless noted otherwise, force mains will be constructed of high density polyethylene pipe (HDPE) or Class 350 Ductile Iron Pipe (DIP) meeting the requirements in this section.

- A. **High Density Polyethylene Pipe:** The Contractor shall furnish High Density Polyethylene Pipe and Fittings conforming to ANSI/AWWA Standard C 906-90 and ASTM D3350-02. The pipe shall be PE 3408 with an SDR of 11 or less as directed by the owner and be rated for a pressure of 160 psi or more. All HDPE force main piping shall be DIPS sizing unless approved and/or called out differently on the contract drawings. The carbon black content shall measure 2% to 3% by weight when tested according to ANSI/ASTM D 1603 or ASTM D4211. The pipe shall be provided in ductile iron pipe sizes. The pipe shall be produced by Rinker, J-M PE Corporation, or equal. Pipe shall be “prisma” coated with a green exterior color or the pipe shall have a green stripe impregnated into the wall of the pipe to make it easily identifiable when excavated. The manufacturer shall have an ISO 9001 listing covering the HDPE manufacturing facility as well as the corporate office. The Owner at no additional cost may require quality audits. All pipe will be provided in standard straight lengths. No coiled pipe will be accepted for installation on the project. All pipe and fittings must be manufactured in the United States of America.
 - (1) **Quality and Inspection:** All pipe shall be smooth on both the interior and exterior surfaces; be free of noticeable imperfections such as cracks, blisters, or kinks in the pipe. The Owner, if Owner so chooses, shall be able to inspect the pipe at the pipe plant, trench, and other various storage sites. Based on these observations the Owner will have the right to reject any and all piping not conforming to these stated requirements, independent of laboratory tests. Field repair of any damaged piping

shall not be permitted. The Owner reserves the right to require the removal of fused connections for destructive testing to verify the integrity of fused joints, etc.

- (2) Experience of Manufacturer: The pipe manufacturer shall provide evidence, if requested by the Owner, of having provided quality pipe and joints that have shown satisfactory results in service for a period of no less than two years. Evidence of completion of projects of similar size and timing for HDPE pipe will also be provided upon Owner request. All pipe within any given phase shall be from the same manufacturer.
- (3) Fittings: The fittings shall meet all of the requirements of the pipe to which they are to be fused. They shall be homogeneous throughout and essentially uniform in color, opacity, density and other properties. Fittings should also be free of such defects as cuts, cracks, or holes. Fabricated fittings will not be allowed where molded or machined fittings are available. All fittings will be manufactured in accordance with AWWA C906 with a minimum pressure class equal to that of the pipe.
- (4) Markings: Markings shall be legible during usual handling of the pipe and be applied in a manner that will not damage the pipe. The following markings shall be provided as shown below:
 - a. Nominal size and OD base
 - b. Standard material code designation
 - c. Dimension ratio
 - d. Pressure class
 - e. AWWA designation for this standard (AWWA C 906-90)
 - f. Manufacturers production code
 - g. Material test category of pipe
 - h. NSF 61 approved

B. Ductile Iron Pipe: Pipe shall be centrifugally cast and shall conform to ANSI Specification A 21.51 (AWWA C 110) as amended to date, with mechanical or push-on joints and laying lengths of at least 18 feet. Pipe sizes 4" through 12" shall be standard pressure Class 350, and pipe sizes greater than 12" shall be pressure Class 250 unless otherwise indicated herein or on the Drawings. All pipe and fittings must be manufactured in the United States of America.

- (1) Fittings: Fittings shall be cast from gray or ductile iron and shall conform to ANSI Specifications A 21.10 (AWWA C 110) as amended to date. All fittings shall have standard mechanical or push-on joints. Fittings for size 4-inch through 12-inch shall be Class 250 for Gray Iron and Class 350 for Ductile Iron. Fittings for size 14-inch through 48-inch shall be Class 150 for Gray Iron and Class 250 for Ductile Iron. Either Gray Iron or Ductile Iron fittings will be permissible unless otherwise specified or shown on the Drawings.
- (2) Lining and Coating: Pipe and fittings shall be cement-lined (standard thickness) inside and bituminous coated outside, in accordance with the applicable provisions of ANSI Specification A 21.4 (AWWA C 104) and, ANSI A 21.51 (AWWA C 151), as amended to date. The inside cement lining shall be treated with a bituminous seal coat.
- (3) Protective Lining for Ductile Iron pipe and fittings: Pipe and fittings as indicated on the plans shall be lined with Protecto 401 ceramic epoxy or approved equal. The epoxy shall be applied at an application facility without any asphalt, cement lining, or any other lining on the interior surface. The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings. Protecto 401 lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, ect. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be

dropped or unloaded during loading. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from the excavator bucket or banging with heavy hammers.

- (4) **Weights and Marking:** Weights of pipe and fittings shall conform strictly to the requirements of ANSI Specifications. The class designations for the various classes of pipe and fittings shall be cast onto fittings in raised numerals, and cast or stamped on the outside of each joint of pipe and each fitting after the exterior coating has hardened.
- (5) **Certification:** The manufacturer of iron pipe and fittings shall furnish the Owner with a certified report stating that inspection and specified tests have been made and that the results thereof comply with the applicable ANSI Specifications for each.
- (6) **Quality and Inspection:** Latitudes in workmanship and finish allowed by ASTM notwithstanding, all pipe shall have smooth exterior and interior surfaces; be first quality, be free from cracks, blisters, and other imperfections, and be true to theoretical shapes and forms throughout each length. Pipe shall be subject to inspection by the Owner at the pipe plant, trench, and other points of delivery for the purpose of culling and rejecting pipe, independent of laboratory tests, which does not conform to the requirements of this Section. Pipe which does not conform will be so marked by the Owner, and shall not be used in the work. On-the-job repairing of rejected pipe will not be permitted.
- (7) **Experience of Manufacturer:** The pipe manufacturer shall submit evidence, if requested by the Owner, of having consistently produced pipe and joints of the quality specified herein, and which have exhibited satisfactory performance results in service over a period of not fewer than two years. The pipe manufacturer and the pipe manufacturing process shall be subject to approval by the Owner.

C. **Locating Wire & Detector Tape:** The Contractor will supply all locating wire and detector tape. Locating wire shall be 8 gage, coated wire. Detection tape shall be composed of a solid aluminum foil encased in a protective plastic jacket. Tapes shall be color coded in accordance with AWWA color codes with the following legends: Sewer Systems, Safety Precaution Green, "Caution Sewer Line Buried Below". Tape shall be permanently printed with no surface printing allowed. Tape width shall be a minimum of 2-inches when buried less than 10-inches below surface and 3-inches when buried greater than 10-inches. Tape shall be Lineguard Type II Detectable, Allen Systems Detectatape, or equal. Locating wire and Detector Tape are required for the entire length of all HDPE force mains. For DIP force mains no locating wire is required however detector tape is still required for the entire length of the force main.

D. **Couplings for HDPE**

- (1) **Electrofusion Couplings:** For HDPE force mains electrofusion couplings and saddles will not be used on this Project without written approval of Owner.
- (2) **Aqua Grip Couplings:** As manufactured are acceptable for use at locations that are approved by the owner.

E. **Flange Assemblies:** For HDPE force mains flange assemblies shall consist of a metal back-up flange or ring and a polyethylene flange adapter. The back-up flange shall be slipped over the pipe profile flange adapter and then be fused into the plain end pipe.

F. **Mechanical Joint:** All mechanical joints must be restrained. For HDPE force mains mechanical joints are to be made with stiffeners which are inserted into the HDPE pipe. Stiffener manufacturer's directions shall be followed when installing stiffeners and mechanical joints. Stiffeners shall be Romac Industries 501-H & RC501-H or equal. The mechanical joints shall then be restrained using mechanical joint adapters manufactured by Performance Pipe, or equal. For DIP force mains mechanical joints are to be made with retainer glands such as EBAA Iron's MEGALUG or US Pipe's Field LOK gasket kits. In

addition for DIP force mains, additional joints on both sides of fittings shall be restrained according to the chart included in the drawings.

- G. **Vacuum Breaker / Air Relief Valve:** A combination air relief and vacuum breaker valve shall be installed at high points and grade changes within the force main piping as specified on the plans. The valve shall be as manufactured by Cla-Val, Model Number 36WW22 or Val-matic model number 802A. The valve shall be mounted in the vertical position on the top of the pipeline with an isolation valve installed below each valve to allow for maintenance of the valve. The valve shall be installed in a vault or manhole which has adequate drainage and venting.
- H. **Plug Valves:** Plug valves shall be used on sewage, and shall be furnished complete with operators and accessories shown on the Drawings or specified or both. Valves shall be of the eccentric, non-lubricated resilient seat type, designed for sewage at 125 psi working pressure and shall have mechanical joint ends. The valve body shall be semi-steel conforming to ASTM A 126, Class B. Seats shall have a welded-in or cast overlay of not less than 90% pure nickel on all surfaces which will contact the rubber seating area. Upper and lower plug stem bushings shall be of stainless steel and permanently lubricated. Valves shall be manufactured by DeZurik, Clow or equal. Extension stems shall extend from the valves to the connections with the operators. Operators for buried valves shall have extension stems, 2-inch square operating nuts and valve boxes. Extension stems shall be furnished for all buried valves to bring the 2-inch square AWWA operating nut within six inches of the top of the valve box. Operating nuts shall have an arrow cast on the top indicating the direction for opening the valve. Valve boxes shall be two piece, with covers. Covers shall be cast with the word "SEWER" on the top of the cover. The bottom part of the valve box may be 6-inch cast iron pipe. The top part shall be of the sliding type sized to fit over the 6-inch pipe and be 36-inches in length. Valve boxes and covers shall be constructed of cast iron. The 6-inch pipe shall extend not less than 18-inches into the sliding top. All valve boxes shall be bushed and furnished with extension stem.
- I. **Manhole Protection:** Wetwells and manholes where force mains are connected must be protected using a manhole liner equal to Spectrashield Liner Systems.
- J. **Manhole Frame and Covers:** Manhole frames and covers shall be "Heavy Duty" and constructed in accordance with ASTM A 48 Class 30. The frame weight shall be 190 pounds and the cover weight shall be 130 pounds. The frame pattern shall be V-1480-10 and the cover pattern shall be V-1480-1 as manufactured by Vulcan Foundry Corp, or equal. The covers for the manholes shall be cast with the word "SEWER" on the face.

Implementation:

- A. **Unloading:** Equipment and facilities for unloading, hauling, distributing and storing materials shall be furnished by the Contractor and shall at all times be available for use in unloading materials. Delays in unloading railroad cars, unloading trucks, or hauling from freight terminal that incur demurrage, truck waiting charges or terminal charges shall be at the expense of the Contractor.
- B. **Handling:** Pipe, fittings and other material shall be carefully handled so as to prevent breaking and/or damage. Pipe may be unloaded individually by hand but shall not be unloaded by rolling or dropping off of trucks or cars. Preferred unloading is in units using mechanical equipment, such as forklifts, cherry pickers or front end loaders with forks. If forklift equipment is not available units may be unloaded with use of spreader bar on top and nylon straps looped under the unit.
- C. **Distributing:** Materials shall be distributed and placed so as to least interfere with traffic. No street or roadway may be closed without first obtaining permission from the proper

authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for protection of traffic along highways, streets, and roadways upon which material is disturbed. No distributed material shall be placed in drainage ditches.

- D. **Storage:** All pipe, fittings and other materials which cannot be distributed along the route of the work shall be stored for subsequent use when needed. The Contractor shall make his own arrangements for the use of storage areas; except that, with permission, he may make reasonable use of the Owner's storage yards.
- E. **Joining Methods for HDPE Pipe:** The pipe and fittings shall be joined by butt or saddle fusion, mechanical joint adapters, or by flange connections in accordance with manufacturer's recommendations. All joints shall be fused, not including connections to existing utilities, unless otherwise shown on Drawings or requested by the Owner.
- (1). Fusion: The pipe shall be joined by heat fusion of the ends. Prior to fusion the pipe shall be clean and the ends shall be cut square. Fusion system operators shall be trained in the use of the equipment by the pipe supplier or manufacturer of the fusing machine and be experienced in the operation of the equipment. All fuses shall be recorded, the recording of the information must be provided to the Owner, and the recorded information must meet the standard requirements of the pipe manufacturer. All fusions failing to meet these requirements shall be removed and refused.
 - (2). Flange: A flange assembly consists of a metal back-up flange or ring and a polyethylene flange adapter. The back-up flange is slipped over the pipe profile and the stub-end, or flange adapter, is then fused into the plain end pipe.
 - (3). Payment for HDPE pipe shall be made from the start of the pipeline to the termination point along the top of the pipe.
 - (4). Connection to Ductile Iron Pipe or Valves: Connections to ductile iron pipe and valves shall be by mechanical joints or flanges. All connections to ductile iron pipe or valves must be restrained.
 - a. Restrained Mechanical Joints: Restrained mechanical joints shall be made using mechanical joint adapters and shall incorporate a factory installed stiffener manufactured by Rinker, J-M PE Corporation Pipe, or equal.
 - b. Flange: Flange connections shall be as described above in E (2).
 - c. Aqua Grip connections as described in D (2).
- F. **Installation of Locating Wire and Detector Tape:** The Contractor shall be required to install locator wire along the entire section of HDPE pipeline and along all HDPE service connections. The locator wire shall be installed simultaneously with the polyethylene piping. Detector tape shall be installed by the Contractor once backfill has been placed and compacted to at least 12 inches above the top of the pipe and not more than 18 inches above the top of the pipe for all HDPE and DIP force mains. Wire shall be properly spliced at each end connection and each service connection. Care should be taken to adequately wrap and protect wire at all splice locations. No bare wire shall be accepted. There will be no additional pay item for this work; it should be included in the Unit Price for installing HDPE pipelines and DIP pipelines.
- G. **Backfill and Bedding of HDPE:** Bedding for this material shall be as called for by ASTM D 2774 - 94. The trench width will vary depending on depth and the type of soil present. The bed width should allow for adequate compaction around the pipe. The excavated material, if it is free of rock and well broken up by the digging machine, may provide a suitable bedding

material. Maximum particle size of Class I or Class II materials used for bedding, haunching, or initial backfill should be kept to ½" for smaller pipe (<8") and a maximum size of 1" aggregate for pipe diameters greater than 8". The trench bottom should be relatively smooth and free of rock. Objects that may cause point loading on the pipe should be removed and the trench bottom padded using 4-6 inches of tamped bedding. If an unstable soil condition exists, the trench bottom shall be undercut and filled to proper trench depth with a selected material. Contractor will install pipe in accordance with ASTM D 2774 Standard Practice for Underground Installation of Thermoplastic Pipe, AWWA C906-90 (as amended), and the manufacturer's recommendations. Pipe shall not be installed in water or wet mucky soils, on rock or stony soil. When these conditions exist, Contractor shall remove the objectionable material to a depth of 6" below the pipes final grade and install crushed stone or other approved bedding materials. No extra payment will be made for bedding, the cost therefore to be included in the prices bid for sewers.

- (1). **Depth of Bedding:** Trench shall be undercut to allow for a minimum of six inches (6") of bedding material. After joint assembly, Bedding material shall be placed under and up to the spring line of the pipe for the entire length of pipe and compacted. Compaction to the spring line of the pipe shall be of the same material used in the bedding. Selected backfill shall then be carried to a point twelve inches (12") above the top of pipe, using hand tools for tamping. The remaining backfill shall be as specified in "Selected Backfill" and "General Backfill" paragraphs of these specifications. Pipe shall have at least thirty-six inches (36") of cover before wheel loading and at least forty eight inches (48") of cover before using heavy duty tamping equipment such as a hydrohammer.
- (2). **Trench Width:** The maximum clear trench width at the top of the pipe shall not exceed a width equal to the nominal pipe diameter plus eighteen inches (18"). If this width is exceeded or the pipe is installed in a compacted embankment, pipe embedment shall be compacted to the trench walls.

H. **Cold (Field) Bending for HDPE:** Contractor shall not bend the pipe to fit a trench more than that allowed by the pipe manufacturer.

I. **Installation of HDPE by Pulling In:** Contractor will submit to Owner maximum proposed pull in length for the pressure class and diameter pipe proposed to be pulled into an open trench. Pull in lengths will not exceed the maximum lengths recommended by the manufacturer for the class and diameter pipe. Final tie-ins should be made one day after pulling in to allow the pipe to recover from the stress of the pulling.

J. **Installation of DIP Pipe:** Contractor shall install ductile iron pipe in accordance with manufacturer's instructions and AWWA C600-99 as amended.

- (1) Pipe, fittings, valves and hydrants shall be lowered into the trench in a careful manner using slings and ropes as necessary to avoid damage to the force main or the protective coatings of the piping. Pipe shall in no cases be dropped into the trench.
- (2) All lumps, blisters, and excess coatings shall be removed from the socket and the plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry to ensure the removal of all dirt, sand, grit and other foreign materials prior to laying the pipe. No pipe containing dirt, debris or other foreign materials shall be laid.
- (3) As each pipe length is laid, the Contractor shall assemble the joint and bring the pipe to proper grade and alignment. Pipe shall be secured in place with the proper backfill.

- (4) Contractor shall not deflect any joint more than the maximum deflection recommended by the manufacturer. Contractor shall maintain a transit on site to check that deflections allowances are not exceeded.
 - (5) Joints shall be push-on, mechanical or flange and shall be assembled in accordance with manufacturer's instructions.
 - (6) Cutting of pipe: Cut ductile iron pipe using an abrasive wheel saw. Remove all burrs and smooth end before jointing. The Contractor shall cut the pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, and accessories in the correct locations.
 - (7) Quality and Inspection: All pipes shall be smooth on both the interior and exterior surfaces; be free of noticeable imperfections such as cracks, blisters, or kinks in the pipe. The Owner, if he so chooses, shall be able to inspect the pipe at the trench and other various storage sites. Based on these observations the Owner will have the right to reject any and all piping not conforming to these stated requirements, independent of laboratory tests. Field repair of any damaged piping shall not be permitted.
- K. **Bedding of Ductile Iron Pipe:** All pipes shall be laid on foundations prepared in accordance with the following specifications. Bedding for all pipe shall be in accordance with ASTM D 2321 and AWWA C151/A21.51, as amended to date, the manufacturer's recommendations and these Specifications. Only Class III, IV, and V bedding are allowed for ductile iron pipe as shown in the drawings and specified unless otherwise approved by the owner.
- (1) Depth of Bedding: Trench shall be undercut to allow for a minimum of six inches (6") of bedding material. After joint assembly, Bedding material shall be placed under and up to the spring line of the pipe for the entire length of pipe and compacted. Compaction to the spring line of the pipe shall be of the same material used in the bedding. Selected backfill shall then be carried to a point twelve inches (12") above the top of pipe, using hand tools for tamping. The remaining backfill shall be as specified in "Selected Backfill" and "General Backfill" paragraphs of these specifications. Pipe shall have at least thirty-six inches (36") of cover before wheel loading and at least forty eight inches (48") of cover before using heavy duty tamping equipment such as a hydrohammer.
 - (2) Trench Width: The maximum clear trench width at the top of the pipe shall not exceed a width equal to the nominal pipe diameter plus eighteen inches (18"). If this width is exceeded or the pipe is installed in a compacted embankment, pipe embedment shall be compacted to the trench walls.
 - (3) Trench Depths: Maximum depth of backfill over ductile iron pipe shall be in accordance with manufacturer's recommendations and in any case shall not exceed 30 feet when Class I bedding and compaction to 95% of maximum dry density is achieved.
- L. **Installation by Horizontal Boring or Directional Drilling:** This work shall be done in accordance with Section 330523.16. Contractor shall install pipe under creeks and County Roads using horizontal boring or directional drilling when directed by Owner. Casing pipe will be installed for all creek and road crossings. The pipeline shall then be installed directly into the casing without centering spacers. At casing exit or entry points, pipe should be wrapped with an elastomeric sheet material.
- M. **Protection of Pipe Openings:** During installation, the Contractor will ensure that pipe ends that have not been fused will be protected against dirt, debris, animals, and other foreign

materials. Plastic caps held in place with duct tape or other methods as approved by the Owner may be used.

- N. **Blocking and Restraining:** Contractor shall fully restrain the pipe through the use of fully restrained joints by means of butt fusion, M-J adapters, or flange adapters. Do not use thrust blocks with HDPE pipe installations. Thrust blocks will be used with DIP force mains.
- O. **Cleaning:** Before acceptance of any line, the line must be clean. If the Contractor fails to close the pipe or debris is found to be in the line, the Contractor shall clean the line by pigging or other suitable means at the Contractor's expense. The Contractor shall be prepared to pig all lines installed within this project in order to remove the HDPE pipe shavings, etc. The successful bidder must propose a method of pigging the lines for approval by Dalton Utilities before proceeding with any pigging operations. This request must be submitted in writing and shall be approved in writing by the Owner prior to line purging.
- P. **Testing:** Testing of HDPE and ductile iron pipe installations will include destructive testing as well as final pressure testing to ensure no leaks are present in the line.
- (1) At the direction of the Owner, Contractor will perform destructive strap testing on selected fuses to determine if the fuses meet with manufacturer's requirements. Pipe used in this testing will not be installed in the Project.
 - (2) The testing of the HDPE pipe will be performed in accordance with AWWA C906-90 (as amended) and the manufacturer's recommendations. Contractor will submit a test protocol to the Owner for approval prior to implementing any testing.
 - (3) Ductile iron force mains shall be hydrostatically tested at 200 psi for a period of 24 hours with zero leakage allowed prior to the introduction of sewer into the force main.
 - (4) HDPE force mains shall be hydrostatically tested at 2 times the shut off head of the lift station for 24 hours with zero leakage allowed prior to the induction of sewer into the force main

END OF SECTION

**AMERICAN RESCUE
PLAN ACT (ARPA)
FUNDING
INSTRUCTIONS TO
BIDDERS**

**ARPA FUNDING INSTRUCTIONS TO BIDDERS
FOR
CLEVELAND HWY CORRIDOR SEWER EXTENSION PROJECT
FOR
THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS
OF THE
CITY OF DALTON, GEORGIA
D/B/A DALTON UTILITIES**

ARPA Funding Requirements

ARPA FUNDING INSTRUCTIONS TO BIDDERS

I. Definitions:

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

II. Additional Requirements due to Federal Funding:

Since federal funds are being used for this project, there are some additional steps that must be followed in order to properly comply with requirements in order to utilize these funds for this project:

A. Civil Rights:

1. No person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. This policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions. Additionally, any discrimination against individuals with disabilities or handicaps will be strictly prohibited.

B. Affirmative Action:

1. Dalton Utilities will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of

ARPA
ARPA Funding Instructions to Bidders

this agreement. Bidders should notate their status as minority and/or female business enterprises on the bid response document.

2. Dalton Utilities is an Equal Opportunity employer.
3. Employee Verification: Compliance with O.C.G.A. Section 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. Compliance with 8 U.S.C. Section 1621, the Immigration and Nationality Act, and O.C.G.A. Section 50-36-1, is a condition of this Agreement.

C. Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights

1. This subaward of federal funds and employees working on this Agreement will be subject to the whistleblower rights and remedies established at 41 U.S.C. Section 4712.
2. Dalton Utilities has informed its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. Section 4712, as described in 48 C.F.R. Section 3.908. The Dalton Utilities policy is listed below in the following paragraphs and can be found in Chapter 17 of its Personnel Policies and Procedures Standard Operation Procedure Manual:

Purpose: To promote and maintain sound employee relations, Dalton Utilities has a Grievance/Open Door Policy to provide a positive, organized process for employees to talk with management about problems or questions regarding employment/workplace. It is essential that every employee be given every opportunity to bring problems and questions to the attention of management with the absolute assurance that they will receive understanding, fair treatment and a timely response without fear of retaliation in any form.

Process: Supervisors should encourage a climate in which employee feel completely free to discuss anything of concern – openly and frankly. The Supervisor should be readily available, and should express appreciation to the employee for discussing all problems or questions. The Supervisor should assure the employee that the problem will be considered, and that the employee will be

ARPA
ARPA Funding Instructions to Bidders

given an answer as soon as practical. The Supervisor must make every effort to provide a fair solution or answer to the problem or question.

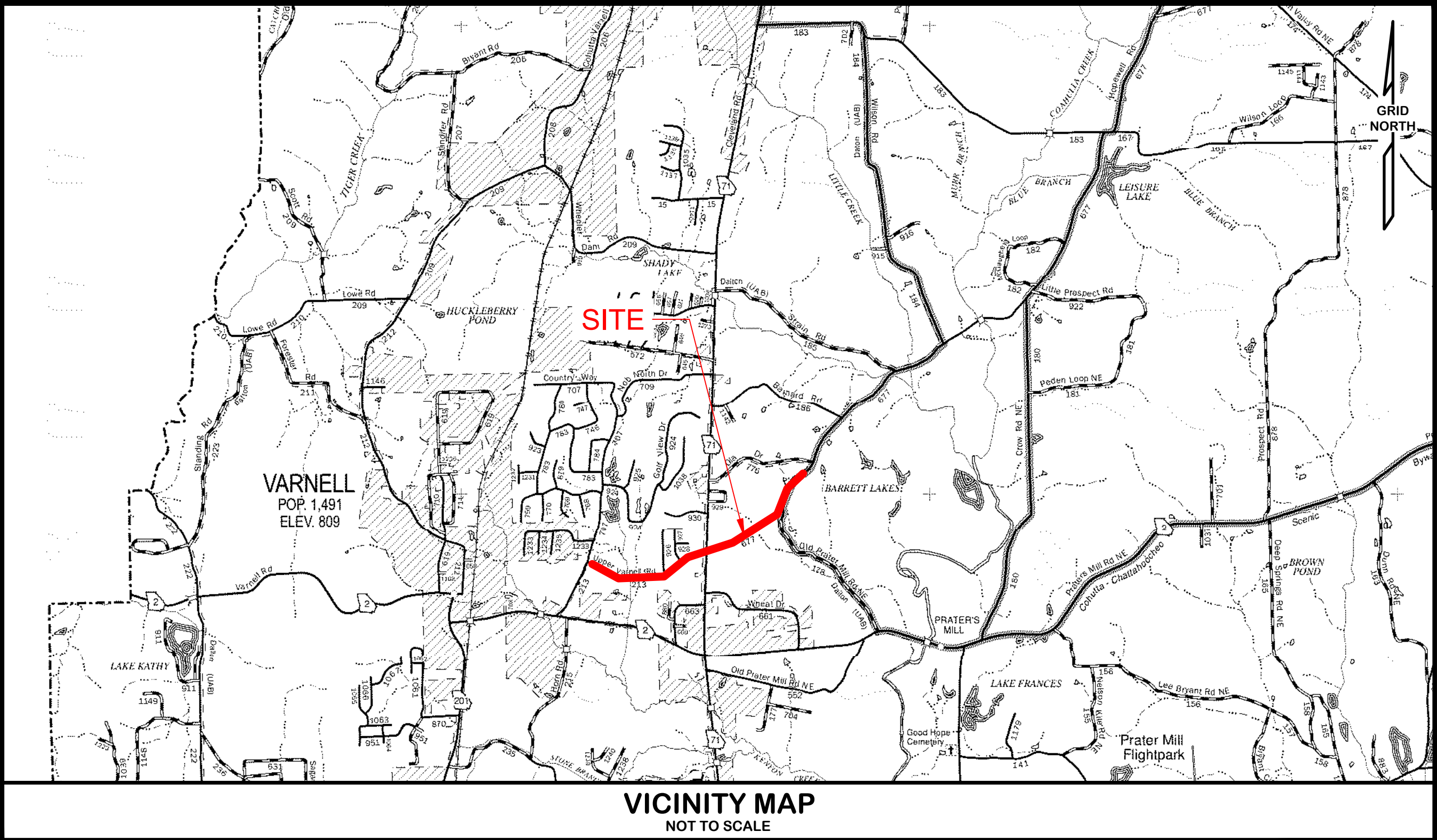
Employees are encouraged to address issues up through the organizational chain of command. Employees may also go to the Chief Administrative Officer, who will either resolve the issue or take it to the Chief Executive Officer, if his or her issues are not successfully resolved after following the chain of command or if he or she feels uncomfortable going through the chain of command.

3. As a subrecipient of federal funds, Dalton Utilities is required to insert the substance of all of this Section K (Whistleblower Rights), including this paragraph, in all contracts over the simplified acquisition threshold as defined in 2 .C.F.R. Section 200.1 (currently, two hundred fifty thousand dollars (\$250,000.00)).

CONTRACT DOCUMENTS
FOR
THE WATER, LIGHT AND SINKING FUND COMMISSIONERS
OF
THE CITY OF DALTON, GEORGIA
CLEVELAND HWY CORRIDOR SEWER
EXTENSION PROJECT

COMMISSIONERS:
JOE YARBROUGH - CHAIRMAN
KEN WHITE
TOMMY BOGGS
MARK MIXER
JACKIE KILLINGS

CHIEF EXECUTIVE OFFICER:
JOHN THOMAS



DRAWING LIST	
SHEET NUMBER	TITLE
1	COVER SHEET
2	SHEET LAYOUT
3-6	SITE PLAN
7-8	PROFILES
9	FORCE MAIN DETAILS



CONTRACTOR MUST CALL
GEORGIA811
PRIOR TO ANY EXCAVATION ACTIVITIES

GEORGIA
REGISTERED
No. PE039496
PROFESSIONAL
ENGINEER
CHARLES D. MORROW
GSWCC CERTIFICATION NO. 71059

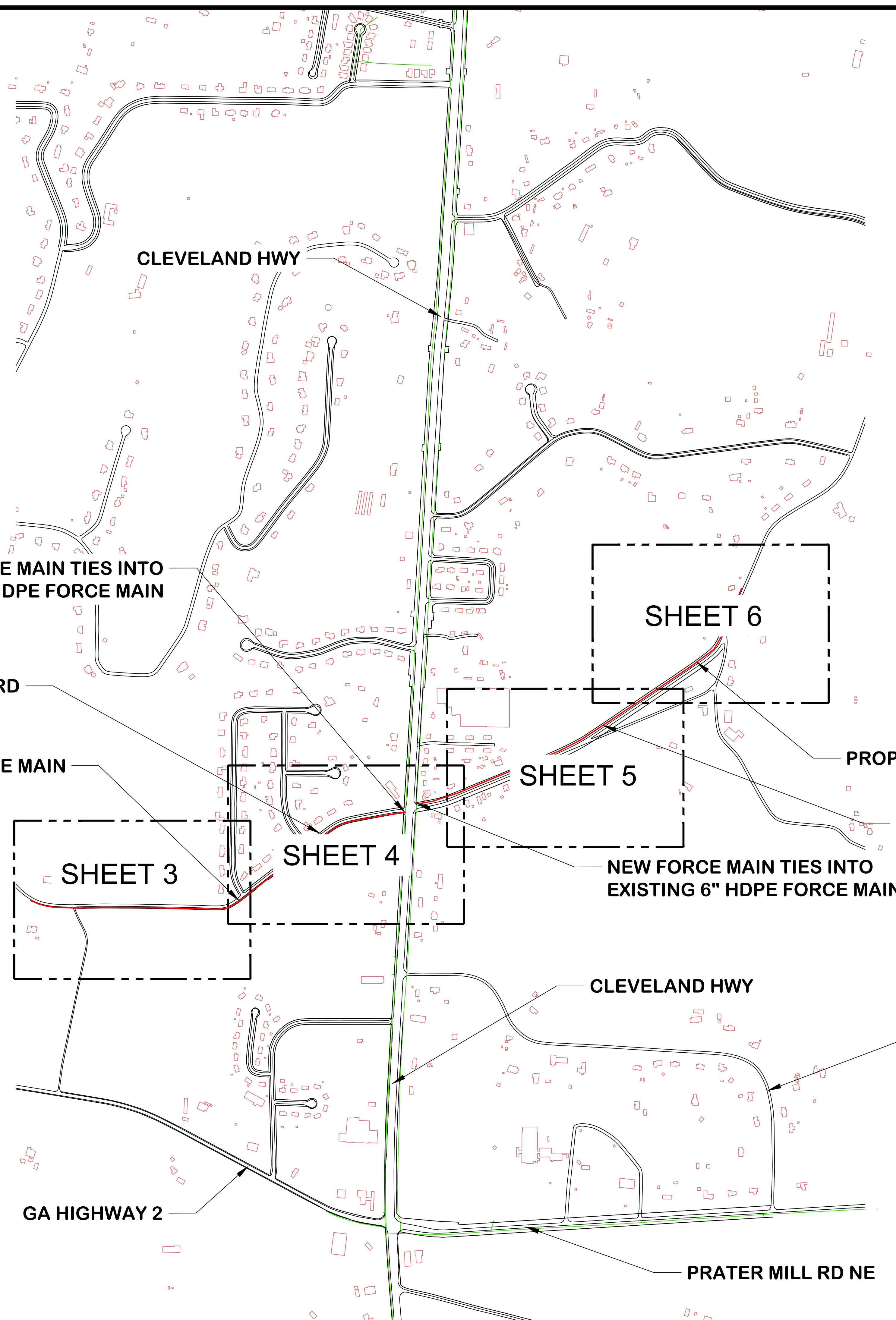
CONTRACT DOCUMENTS
CLEVELAND HWY CORRIDOR EXTENSION PROJECT
COVER SHEET

DALTON UTILITIES
ENGINEERING SERVICES
1200 V D PARROTT JR PKWY DALTON, GA 30721
(706) 278-1313

DATE: 6/28/2024
DESIGNED: CDM
DRAWN: CDM
APPROVED: CDM

ADDENDUM
DATE
DESCRIPTION

SHEET NO.
1
1 OF 9



CONTRACT DOCUMENTS
CLEVELAND HWY CORRIDOR SEWER
EXTENSION PROJECT
SHEET LAYOUT

DALTON UTILITIES
ENGINEERING SERVICE S
1200 V D PARROTT JR PKWY DALTON, GA 30721 (706) 278-1313

DATE	6/25/2024	ADDITION	DATE	DESCRIPTION
DESIGNED	CDM			
DRAWN	CDM			
APPROVED	CDM			



Dalton
UTILITIES

SHEET NO.

2

2 OF 9



GSWCC CERTIFICATION NO. 71050

CONTRACT DOCUMENTS
CLEVELAND HWY CORRIDOR SEWER EXTENSION PROJECT
PLAN SHEET

DALTON UTILITIES
ENGINEERING SERVICES
1200 V D PARROTT JR PKWY DALTON, GA 30721 (706) 278-1313

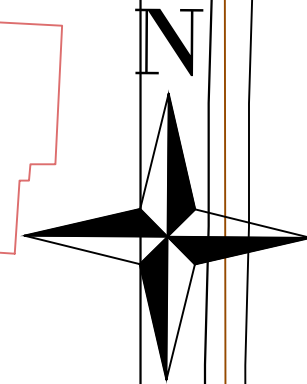
DATE	6/25/2024	ADDITION	DATE	DESCRIPTION
DESIGNED	CDM			
DRAWN	CDM			
APPROVED	CDM			



SHEET NO.

3

OF 3



(IN FEET)
1 inch = 60 ft.

HORIZONTAL UTILITY SEPARATION
MAINTAIN THREE FOOT (3') MINIMUM SEPARATION
BETWEEN NEW FORCE MAIN AND EXISTING UTILITIES.

EXIST. 6" DIP WATER

MATCH LINE SHEET 4

16+00

PROPOSED 2" AIR RELEASE
VALVE WITH MANHOLE

17+00

18+00

19+00

20+00

21+00

22+00

23+00

24+00

25+00

26+00

27+00

28+00

29+00

30+00

31+00

32+00

33+00

34+00

35+00

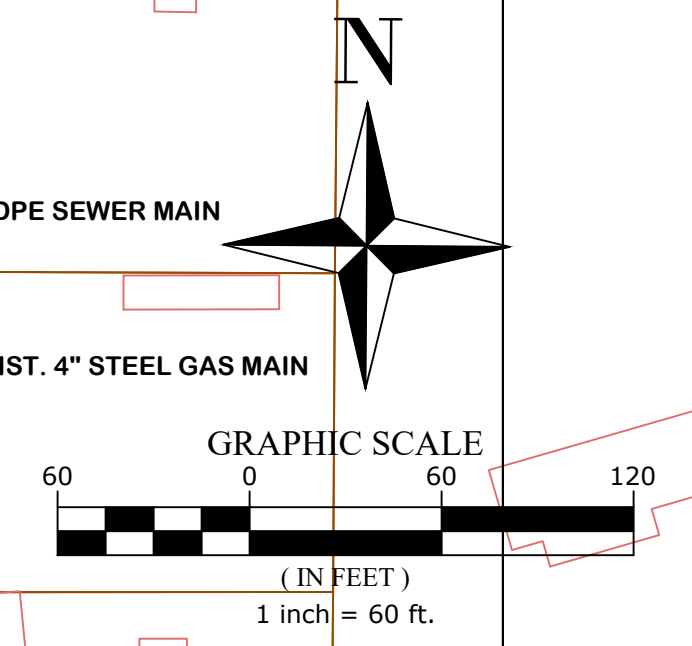
6" DEAD END FLUSH VALVE

NOTE
SEWER LINE TO BE WITHIN THE
BACK 5' OF RIGHT OF WAY, WHEN
NOT IN CONFLICT WITH OTHER
UTILITIES.

DIRECTIONAL BORE 6" HDPE
SEWER FORCE MAIN

EXIST. 6" HDPE WATER MAIN

UPPER VARNELL RD



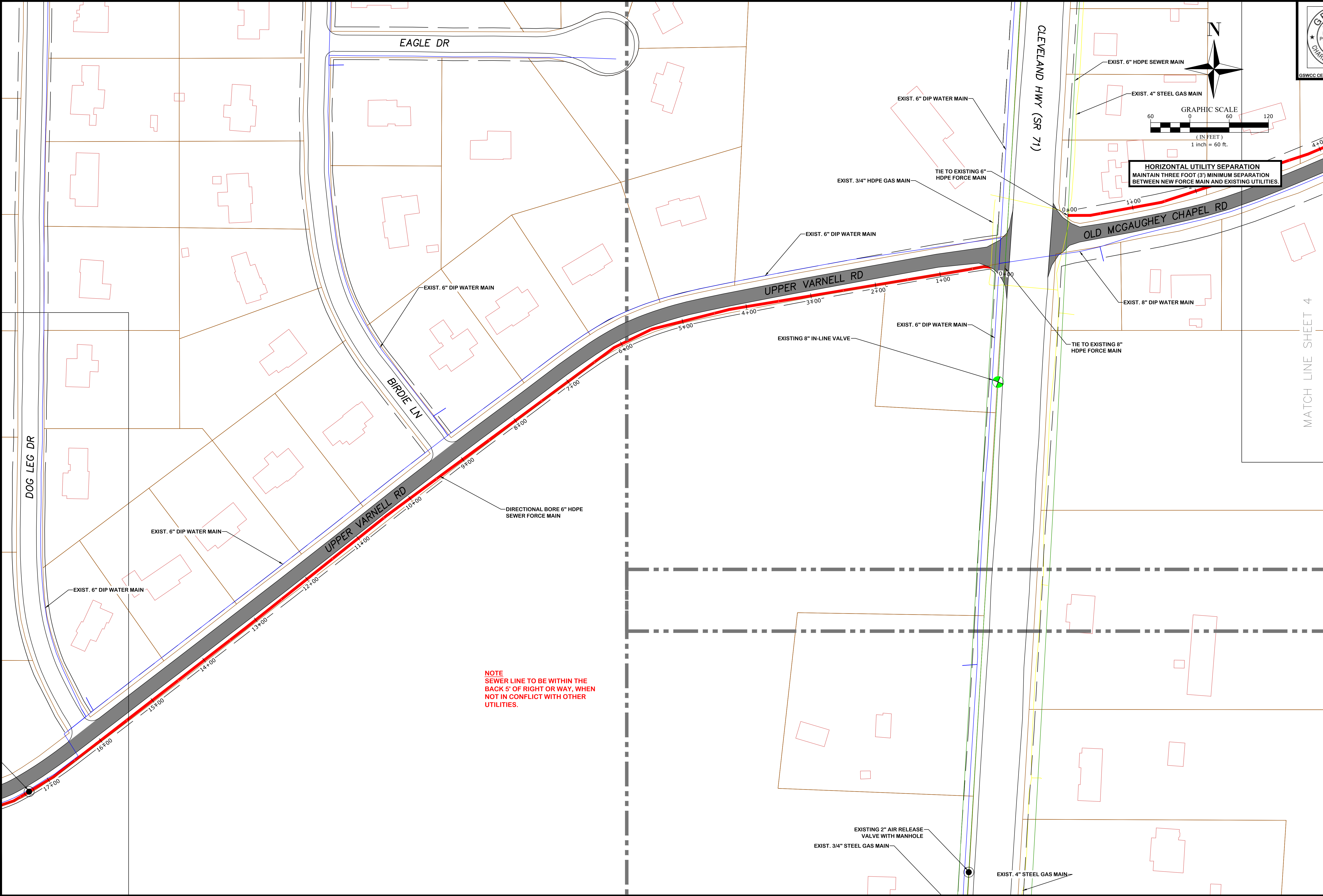
HORIZONTAL UTILITY SEPARATION
MAINTAIN THREE FOOT (3') MINIMUM SEPARATION
BETWEEN NEW FORCE MAIN AND EXISTING UTILITIES.

MATCH LINE SHEET 4

CONTRACT DOCUMENTS
CLEVELAND HWY CORRIDOR SEWER EXTENSION PROJECT
PLAN SHEET

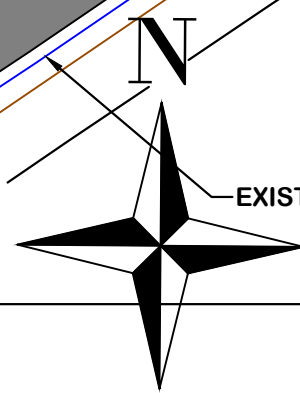
DALTON UTILITIES
ENGINEERING SERVICES
1200 V D PARROTT JR PKWY DALTON, GA 30721 (706) 278-1313

DATE	6/25/2024	ADDENDUM	DATE	DESCRIPTION
DESIGNED:	CDM			
DRAWN:	CDM			
APPROVED:	CDM			

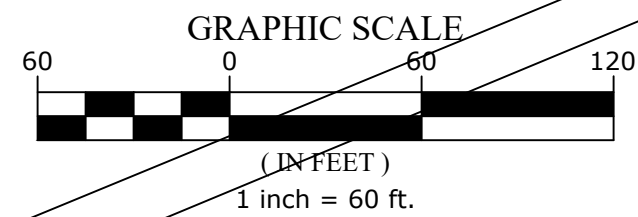




GSWCC CERTIFICATION NO. 71059



EXIST. 8" HDPE WATER MAIN



HORIZONTAL UTILITY SEPARATION
MAINTAIN THREE FOOT (3') MINIMUM SEPARATION
BETWEEN NEW FORCE MAIN AND EXISTING UTILITIES.

CONTRACT DOCUMENTS
CLEVELAND HWY CORRIDOR SEWER EXTENSION PROJECT
PLAN SHEET

DALTON UTILITIES

ENGINEERING SERVICE S

1200 V D PARROTT JR PKWY DALTON, GA 30721 (706) 278-1313

DATE	ADDITIONAL DATE	DESCRIPTION
6/25/2024		
DESIGNED: CDM		
DRAWN: CDM		
APPROVED: CDM		



SHEET NO.

5

OF 9

MATCH LINE SHEET 4

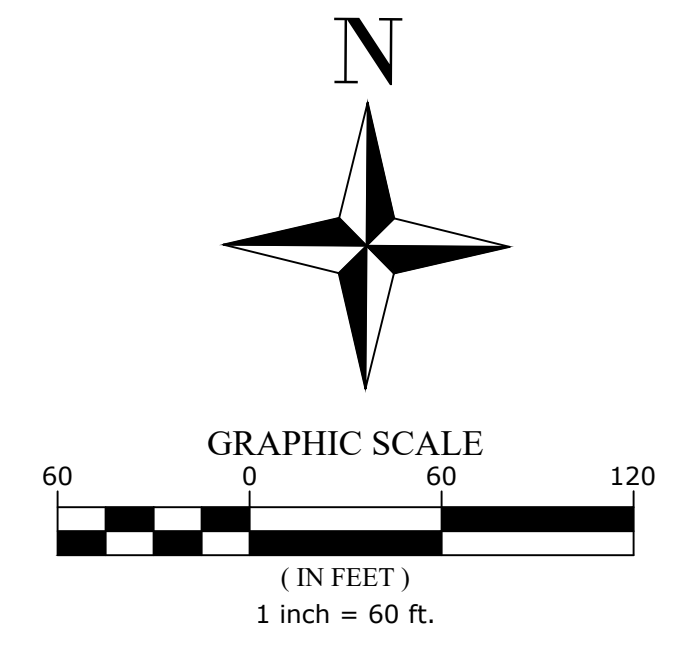
DIRECTIONAL BORE 6" HDPE
SEWER FORCE MAIN

EXIST. 8" HDPE WATER MAIN

NOTE
SEWER LINE TO BE WITHIN THE
BACK 5' OF RIGHT OF WAY, WHEN
NOT IN CONFLICT WITH OTHER
UTILITIES.

OLD MCGAUGHEY CHAPEL RD

EXIST. 8" HDPE WATER MAIN



HORIZONTAL UTILITY SEPARATION
MAINTAIN THREE FOOT (3') MINIMUM SEPARATION
BETWEEN NEW FORCE MAIN AND EXISTING UTILITIES.

NOTE
SEWER LINE TO BE WITHIN THE
BACK 5' OF RIGHT OF WAY, WHEN
NOT IN CONFLICT WITH OTHER
UTILITIES.



MATCH LINE SHEET 4



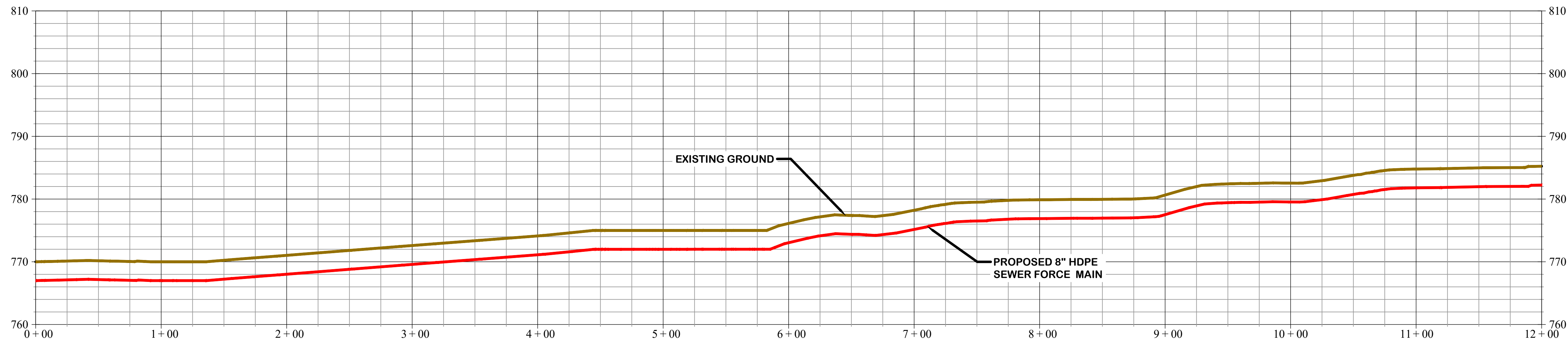
CONTRACT DOCUMENTS
CLEVELAND HWY CORRIDOR SEWER EXTENSION PROJECT
PLAN SHEET

DALTON UTILITIES
ENGINEERING SERVICES
1200 V D PARROTT, JR PKWY DALTON, GA 30721
(706) 278-1313

DATE	6/25/2024	ADDITION	DATE	DESCRIPTION
DESIGNED	CDM			
DRAWN	CDM			
APPROVED	CDM			

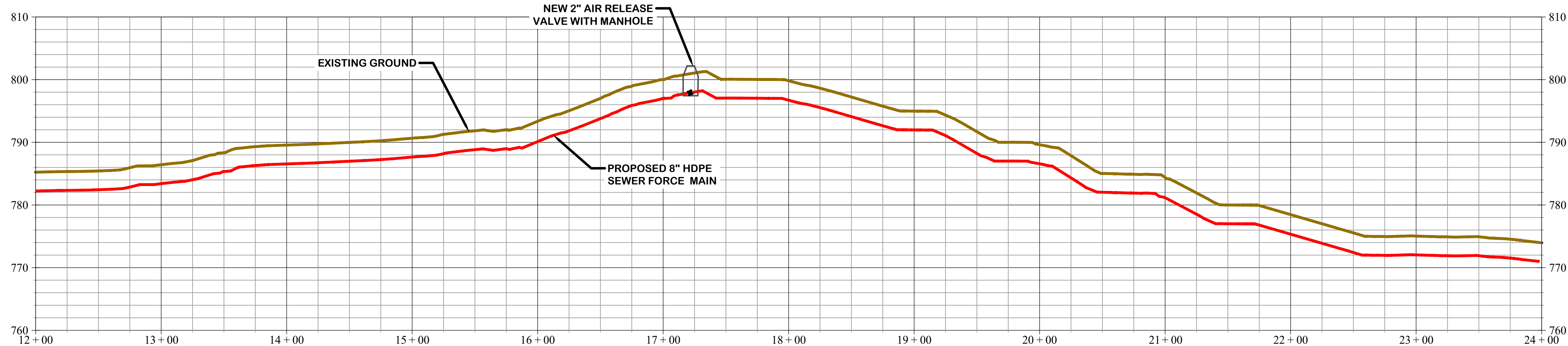
SHEET NO.
6
OF 9

VERTICAL UTILITY SEPARATION
MAINTAIN ONE FOOT (1') MINIMUM SEPARATION
UNDER EXISTING UTILITIES AND NEW FORCE MAIN.



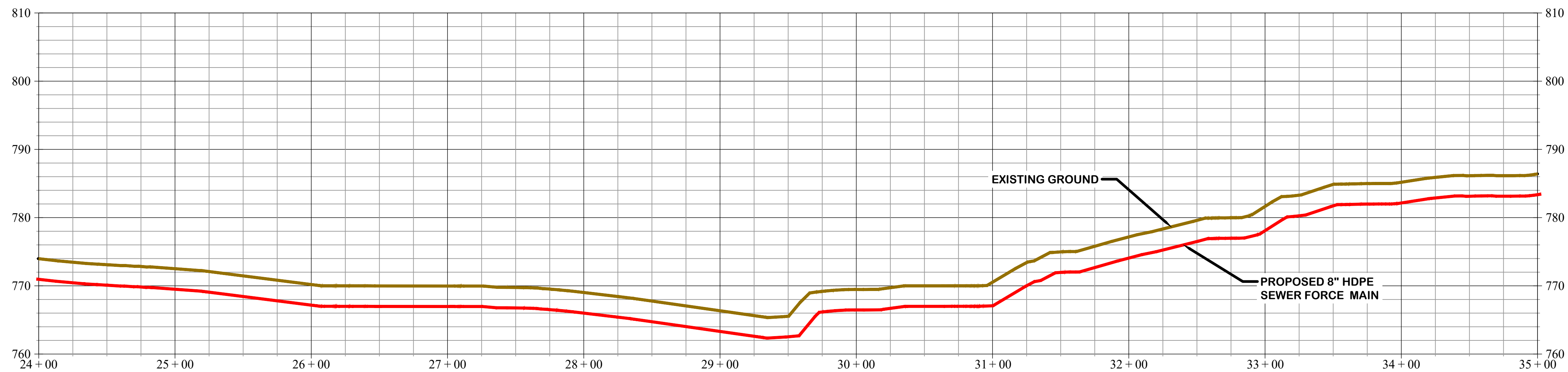
PROFILE - STA. 0+00 TO STA. 12+00
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

VERTICAL UTILITY SEPARATION
MAINTAIN ONE FOOT (1') MINIMUM SEPARATION
UNDER EXISTING UTILITIES AND NEW FORCE MAIN.



PROFILE - STA. 12+00 TO STA. 24+00
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

VERTICAL UTILITY SEPARATION
MAINTAIN ONE FOOT (1') MINIMUM SEPARATION
UNDER EXISTING UTILITIES AND NEW FORCE MAIN.



PROFILE - STA. 24+00 TO STA. 35+00
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

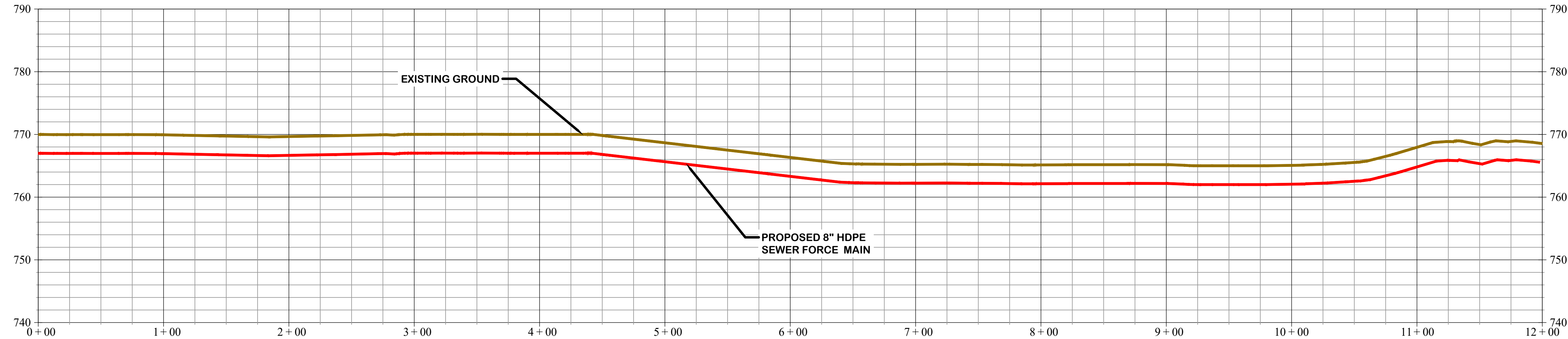


CONTRACT DOCUMENTS
CLEVELAND HWY CORRIDOR SEWER
EXTENSION PROJECT
PROFILE SHEET

DALTON UTILITIES
ENGINEERING SERVICES
1300 V D PARROTT JR HWY DALTON, GA 30721
(706) 278-1333

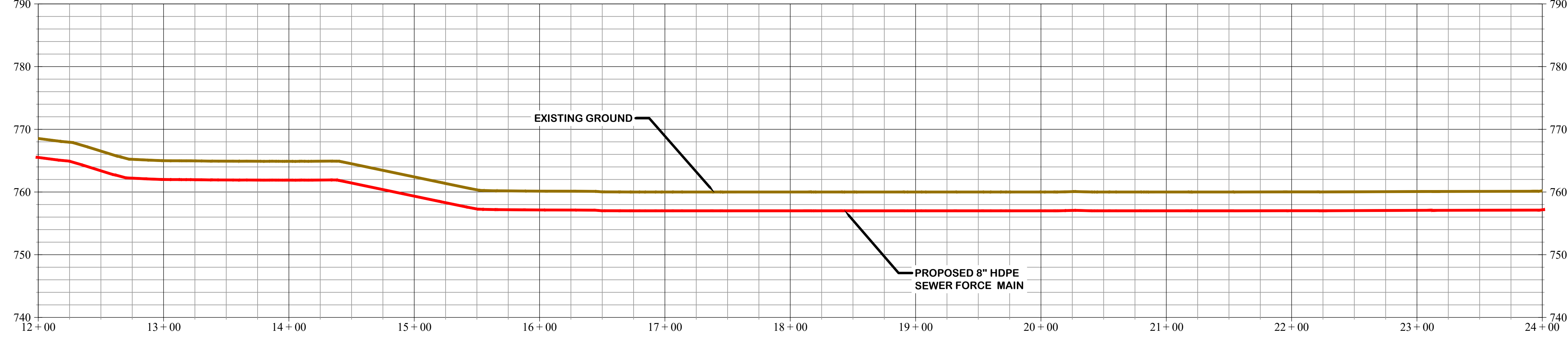
DATE	APPROVED	DATE	DESCRIPTION
4/24/2024	CM		
DESIGNED	CM		
DRAWN	CM		
APPROVED	CM		

VERTICAL UTILITY SEPARATION
MAINTAIN ONE FOOT (1') MINIMUM SEPARATION
UNDER EXISTING UTILITIES AND NEW FORCE MAIN.



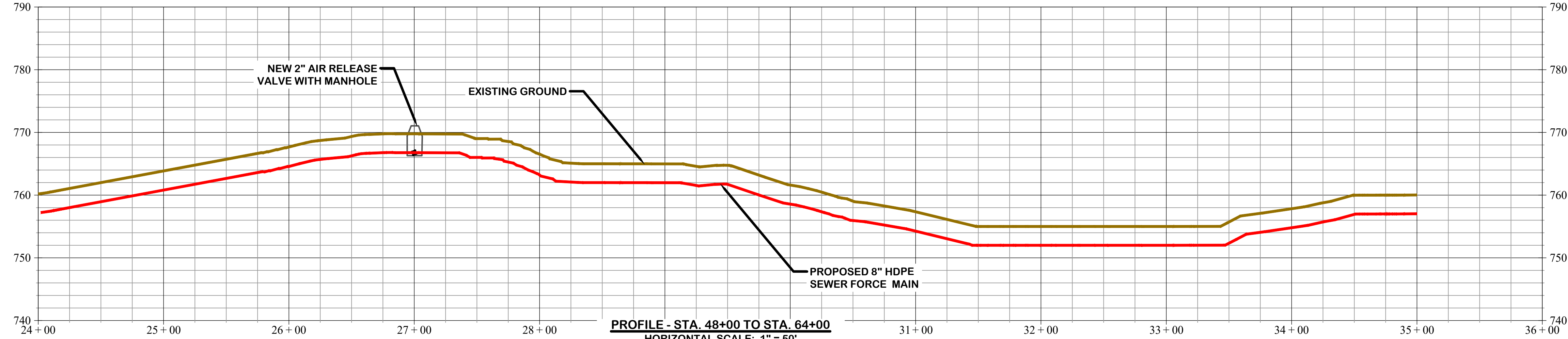
PROFILE - STA. 32+00 TO STA. 48+00
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

VERTICAL UTILITY SEPARATION
MAINTAIN ONE FOOT (1') MINIMUM SEPARATION
UNDER EXISTING UTILITIES AND NEW FORCE MAIN.



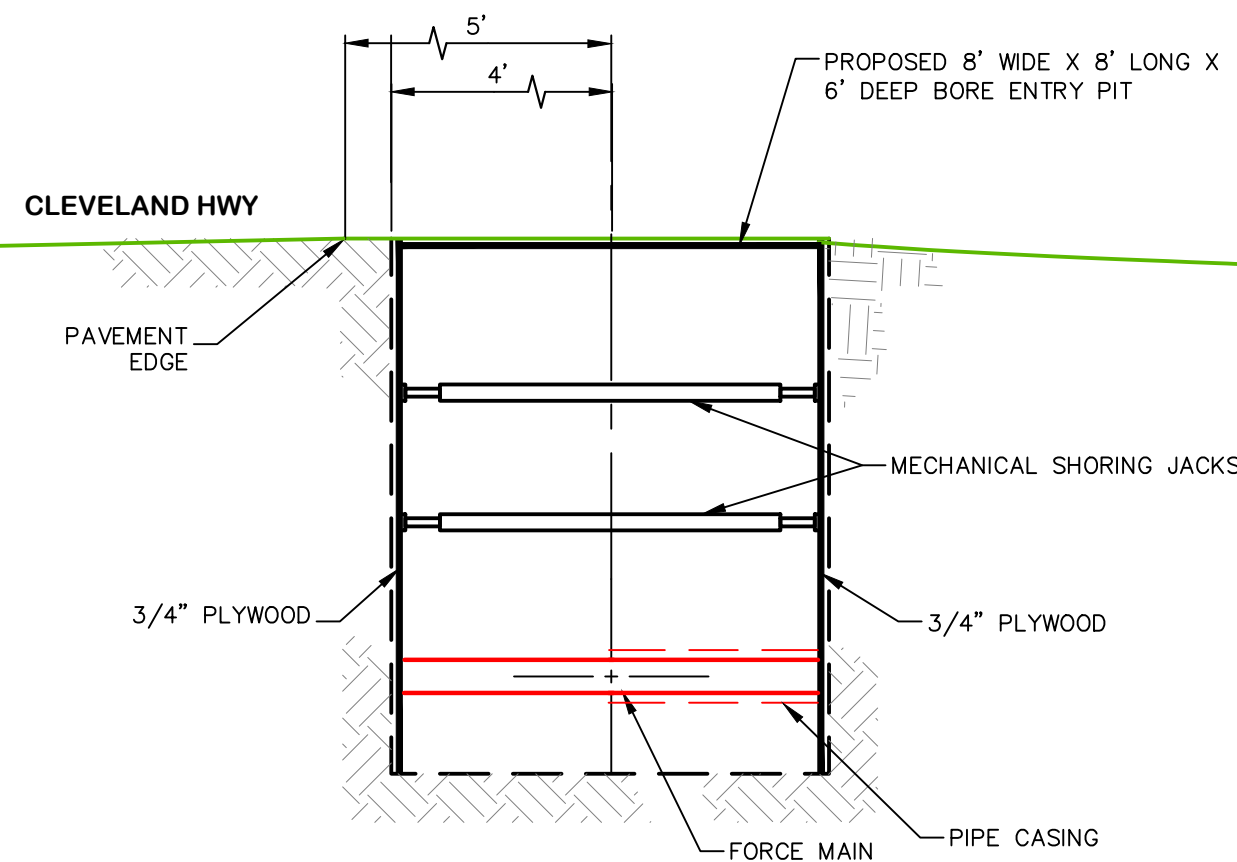
PROFILE - STA. 48+00 TO STA. 64+00
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

VERTICAL UTILITY SEPARATION
MAINTAIN ONE FOOT (1') MINIMUM SEPARATION
UNDER EXISTING UTILITIES AND NEW FORCE MAIN.



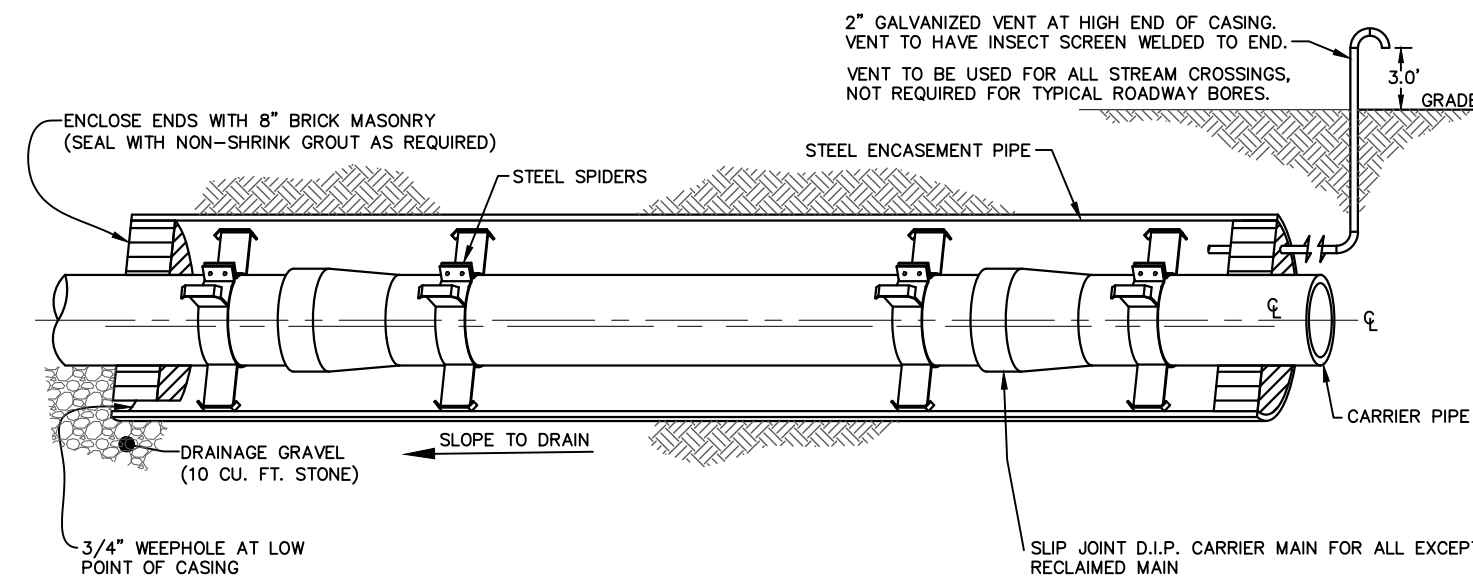
PROFILE - STA. 48+00 TO STA. 64+00
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

CLEVELAND HWY JACK N BORE

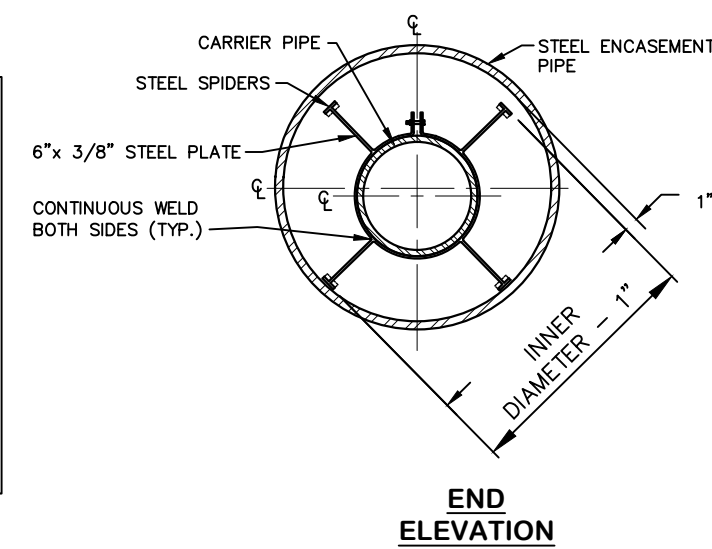


PROPOSED BULKHEAD TO PROTECT ROAD
BED AND PERSONNEL

N.T.S.

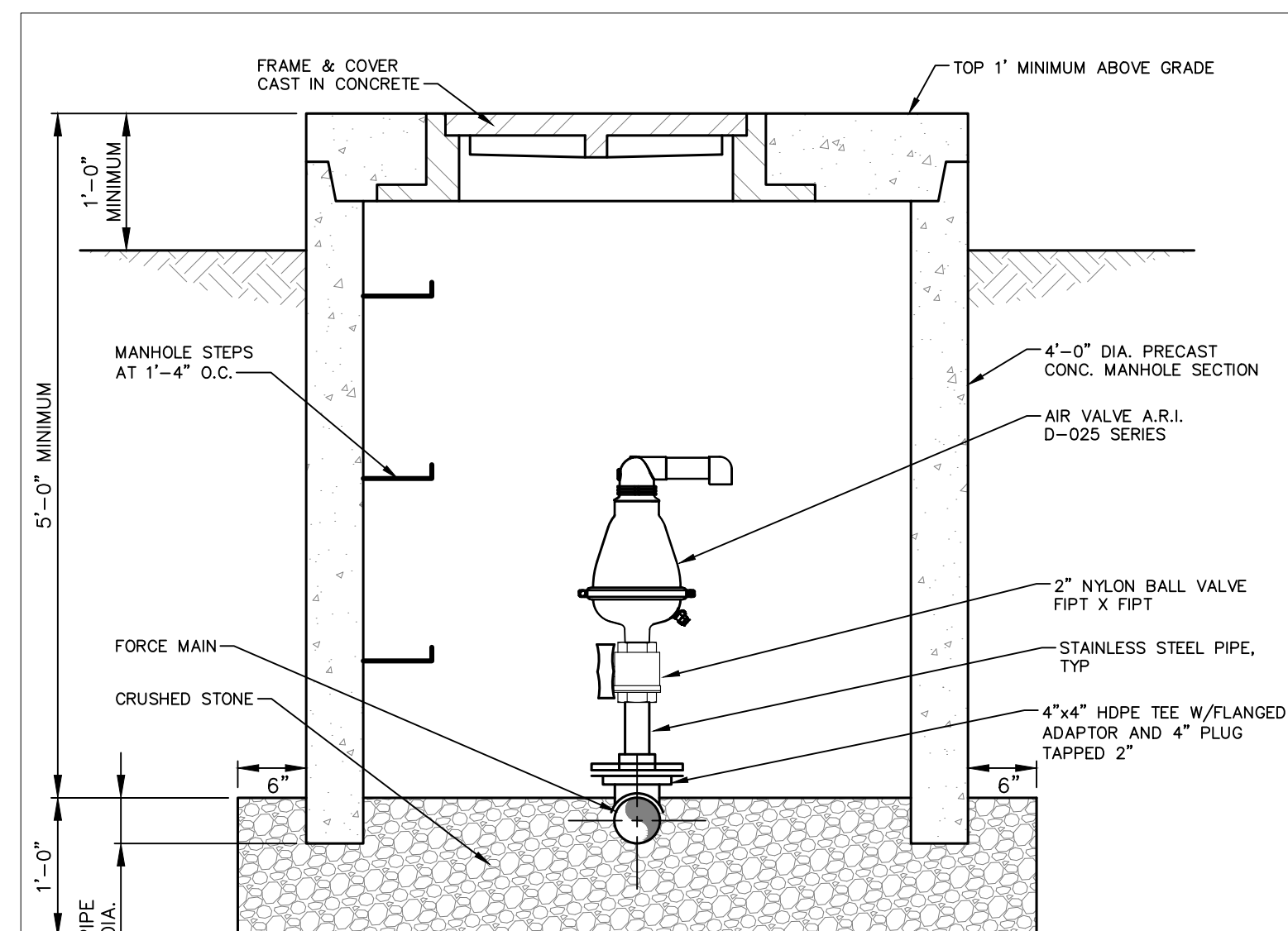


- NOTES:
1. STEEL "SPIDERS" SHALL BE USED FOR SUPPORT OF THE CARRIER PIPE WITHIN THE CASING PIPE.
 2. A MINIMUM SPACING OF 2 SPIDERS PER JOINT OF CARRIER PIPE SHALL BE REQUIRED.
 3. THE SPIDERS SHALL BE SPACED EVENLY ALONG THE CARRIER PIPE SUCH THAT EACH SPIDER SUPPORTS THE SAME UNIT WEIGHT OF THE CARRIER MAIN.
 4. FOR CASING SIZE SEE STANDARD SPECIFICATION SECTION 05000.
 5. RECLAIMED LINE SHALL BE PVC WITH RESTRAINED JOINT PIPE.



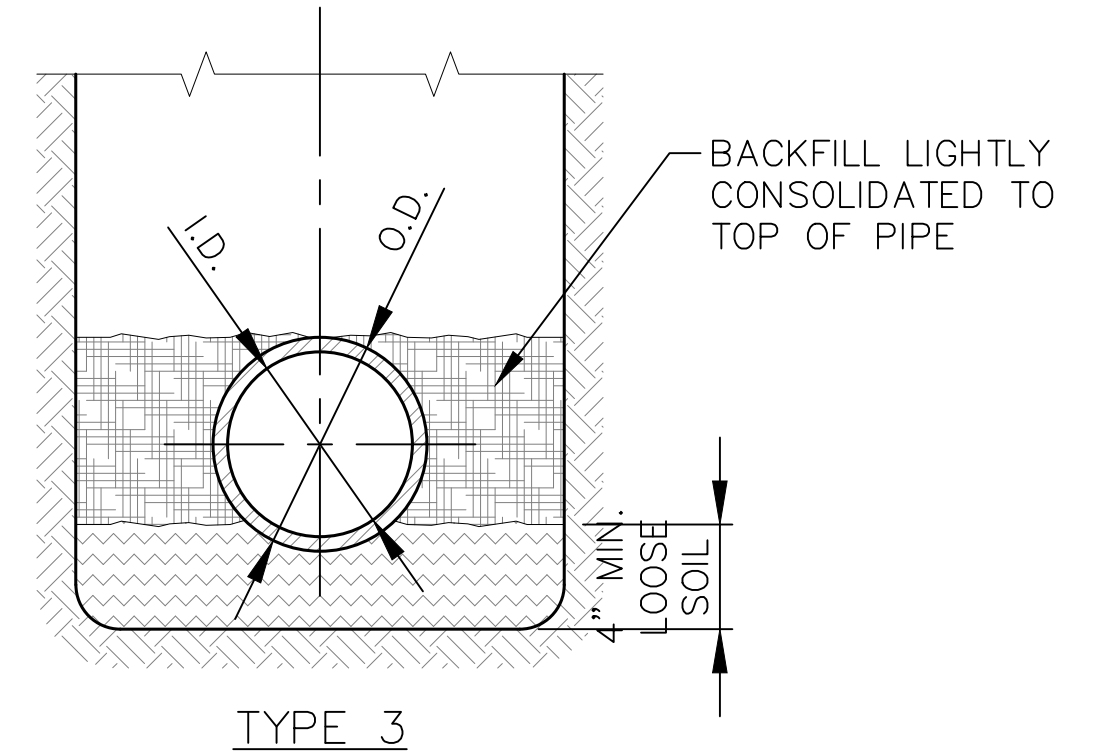
CARRIER PIPES

N.T.S.

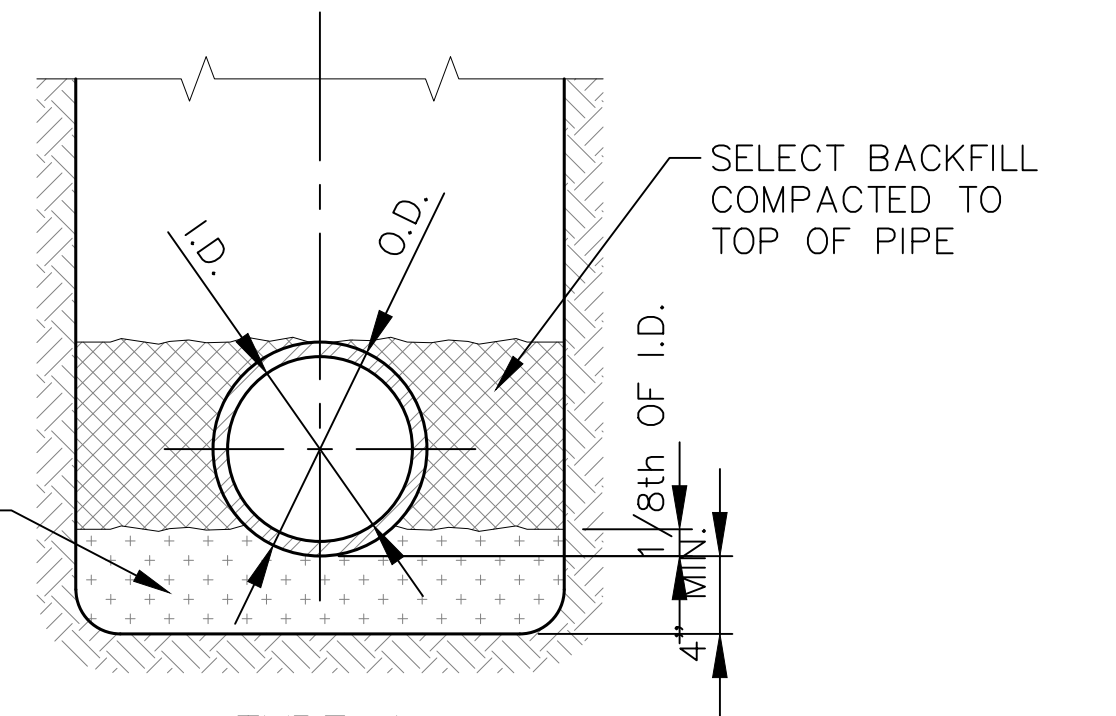


WASTEWATER COMBINATION AIR RELEASE
VALVE & MANHOLE

N.T.S.

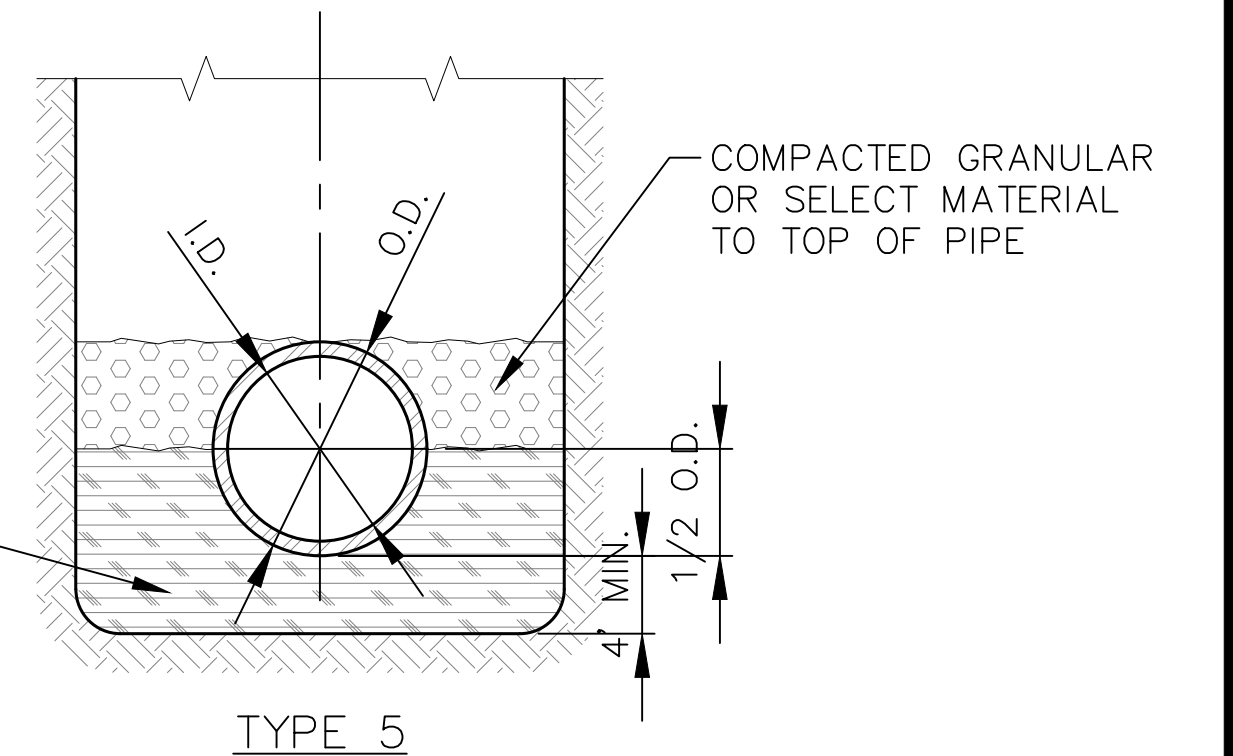


TYPE 3



TYPE 4

SAND, GRAVEL OR
CRUSHED STONE



TYPE 5

DI PIPE

SEWER PIPE BEDDING