

ADVERTISEMENT FOR BIDS  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: FEBRUARY 25, 2010**

Cobb County will receive Sealed Bids before 12:00 NOON, February 25, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 10 – 5475  
ANNUAL CONTRACT**

**DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND UNCLASSIFIED EXCAVATION  
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**No bids will be accepted after the 12:00 noon deadline.**

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org):

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: FEBRUARY 12, 19, 2010



SUBMIT BID/PROPOSAL TO:  
**COBB COUNTY PURCHASING DEPARTMENT**  
**1772 COUNTY SERVICES PARKWAY**  
**MARIETTA, GA 30008-4012**

**BID/PROJECT NUMBER: 10-5475**  
**ANNUAL CONTRACT**  
**DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND UNCLASSIFIED EXCAVATION**  
**COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**DELIVERY DEADLINE: FEBRUARY 25, 2010 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: FEBRUARY 25, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE)      NAME      TITLE

SIGNATURE OF OFFICER ABOVE: \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: \_\_\_\_\_

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 10-5475; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

**NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES**

Advertise Dates: FEBRUARY 12, 19, 2010

## BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

### 1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

### 2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

### 3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

### 4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

### 5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

### 6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



**COBB COUNTY**  
PURCHASING DEPARTMENT  
1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400/FAX (770) 528-1154  
www.cobbcounty.org

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## **IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

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### **BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY**

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

*Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2<sup>nd</sup> Floor, Conference/Bid Room, Marietta, GA 30008.*

Thank you in advance for your cooperation.

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

DELIVER TO:  
COBB COUNTY PURCHASING  
1772 County Services Parkway  
Marietta, GA 30008-4012

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**SEALED BID # 10-5475 DATE: February 25, 2010**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION: Annual Contract**  
Drainage, Equipment, Clearing, Grubbing And Unclassified Excavation

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**INVITATION TO BID**

**SEALED BID # 10-5475**

**ANNUAL CONTRACT**

**DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND UNCLASSIFIED EXCAVATION  
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**BID OPENING DATE: FEBRUARY 25, 2010**

BIDS ARE RECEIVED IN THE  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008

**BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT  
**BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 96868, 97534, 96273**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

**"STATEMENT OF NO BID"  
SEALED BID NUMBER 10-5475  
ANNUAL CONTRACT  
DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND  
UNCLASSIFIED EXCAVATION**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_

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

**INVITATION TO BID  
ANNUAL CONTRACT  
DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND UNCLASSIFIED EXCAVATION  
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT  
SEALED BID #10-5475**

**SCOPE OF SERVICES**

The Cobb County Parks, Recreation and Cultural Affairs Department is requesting bids for the Annual Contract for Drainage, Equipment, Clearing, Grubbing and Unclassified Excavation. Bids are due to the Cobb County Purchasing Department located at 1772 County Services Parkway before **12:00 noon on February 25, 2010**. Late bids will not be accepted.

Please submit an original and one (1) copy to:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, GA 30008

Any questions regarding this bid must be submitted in writing no later than Tuesday, **February 16, 2010** to:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

1. INTENTION - It is intended that the Project Documents shall cover the complete work to which they relate.
2. DEFINITION - Where the following words, or the pronouns used instead, occur herein, they shall have the following meaning:  
  
"Owner" shall mean Cobb County Government, party of the first part to the "Contract Agreement" or its authorized and legal representative.  
  
"Contractor" shall mean the party of the second part to the "Contract Agreement" or the legal authorized representatives of such party.
3. LOCATION - The work described by these specifications is located in Cobb County, Georgia.

4. WORK TO BE COMPLETED - The work consists of furnishing all materials, labor, equipment and fabrication as required for DRAINAGE/EROSION, EQUIPMENT, CLEARING AND GRUBBING, AND UNCLASSIFIED EXCAVATION.

All projects are located at the VARIOUS COBB COUNTY PROPERTIES.

5. SITE EXAMINATION - The Bidder is expected and requested to examine the location of the work, and to inform himself fully as to the site conditions; the character, quality, and quantity of the materials to be encountered; the equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way effect the work to be completed under the contract.

**Cobb County Parks Contact: JIMMY BARNETT 770-528-8847**

6. COMPLETE WORK REQUIRED - The specifications and all other documents are an essential part of the contract; requirements occurring in one are as binding as occurring in all. Documents are intended to be cooperative, to describe and provide for the complete work. It shall be the responsibility of the Bidder to call to the attention of the owner obvious omissions of those magnitudes which would affect the strength, adequacy, function, completeness or cost of any part of the work.

7. MATERIALS AND WORK BY OWNER - The Owner will neither furnish materials nor perform labor for construction of work under this contract, unless otherwise stipulated.

8. BIDS - All bids must be made upon the bid forms provided and shall be for materials and work called for in the Specifications. Unit prices must be shown for each item in the bid.

9. ALTERNATE EQUIPMENT OR MATERIAL - Any reference to an item of equipment or material by a specific manufacturer's trade name in the Specifications is intended merely as a standard. Even though named in the Specifications, all manufacturers must be able to furnish equipment as specified. Even though named in the Specifications, equipment offered with smaller or lightweight members, inferior or inefficient mechanism or devices compared to that specified will not be approved for the project.

10. AUTHORITY TO SIGN - If a Bid is made by an individual, his name and Post Office address must be shown. If made by a firm or partnership, must be shown. If made by a Corporation, the person, or persons, signing the bid must show the name of the State under the laws of which Corporation is chartered and his, or their, authority for signing same, and names, titles and addresses of the President, Secretary and Treasurer, and the Corporate Authority for doing business in this State.

11. SUBCONTRACTS - The Bidder's attention is directed to the General Conditions concerning subcontracts. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract:

- a. Must be acceptable to the Owner. 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.

- b. Must provide insurance equal to that of the bidding contractor.

Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed Subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such Certifications by proposed Subcontractors to his Bid, the Bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

12. ALLOWABLE TIME FOR COMPLETION - The time allowed for completion for all work to be done under this contract shall begin when owner's "Notice To Proceed" is issued. Such notification will be issued upon completion of the contract agreements. If the contract is awarded, the time allowed for completion of the work is as scheduled. The contractor will schedule all work with the Parks, Recreation and Cultural Affairs Department contact person.

All bids submitted on the bid form must be guaranteed until the completion of the project stated above.

13. PENALTIES - The contractor shall pay to the Owner as penalty NA / day for each calendar day that he shall be in default of completing the work in his contract within the time limit named therein.
14. SPECIAL NOTICE - The information and requirements included as Instruction to Bidders are neither inclusive nor exclusive and the Bidder or contractor shall make no claim for lack of notice because information or requirements are stated elsewhere in the Contract Documents, but are not repeated herein.
15. ORDER OF WORK - The Contractor will coordinate all work with the Owner and Cobb County Parks, Recreation and Cultural Affairs Department prior to beginning any work. All work must be scheduled to minimize disturbance of each facility.
16. SITE SAFETY AND CLEAN UP - The Contractor shall be responsible for maintaining a clean and safe site during construction. Special care will be required as park activities will be ongoing during the construction period. The Contractor shall defend, indemnify, and hold harmless the Owner for any claims arising during the construction period.
17. The Contractor shall perform, and carry out services as specified herein in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession. The times and locations of the services will be on an "as needed" basis for the life of the contract. The County or its representative shall notify the Contractor, either orally or written, as to the time, location and type of services required for each project. Since this is an annual contract and the need for services are not known at the time of execution, the County does not guarantee any minimum or maximum amounts.

## **SUMMARY OF WORK**

### **LOCATION**

- A. The work described by these specifications is located in Cobb County at various parks.

### **WORK TO BE COVERED**

- A. The work covered under this contract consists of furnishing all labor, material and equipment on various Drainage, Clearing and Grubbing, and Unclassified Excavation projects as deemed necessary by this Department.

## **MEASUREMENT AND PAYMENT**

### **MEASUREMENT AND PAYMENT**

- A. The quantities for these various projects for which payment will be allowed shall be measured on a unit price basis, and be paid as a lump sum when completed and accepted.

## **CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **TEMPORARY BUILDINGS**

- A. The Contractor may build temporary buildings or other structures for housing personnel, tools, machinery and supplies at approved sites, and shall maintain their surroundings in a sanitary and satisfactory manner at all times. On or before the completion of the work, all such structures shall be removed with all rubbish and trash at the expense of the Contractor.

### **REMOVAL**

- A. The Contractor shall remove temporary facilities from the site of the work when so notified by the owner.

### **CLEAN-UP**

- A. The Contractor's attention is directed to the General Conditions regarding cleaning up. Upon completion of the work, all excess material and rubbish shall be removed

from the job site, and disposed of in a lawful manner. The surrounding construction area shall be left in essentially as good a condition as existed prior to construction.

### **USE OF PREMISES**

- A. The Contractor shall not load nor permit any part of any structure to be loaded with a weight, which will endanger its safety.
- B. The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to the limits defined by laws, ordinances, permits or directions of the owner and shall not unduly encumber the premises with his materials.
- C. The Contractor shall enforce the instructions of the owner, regarding signs, advertisements, fire and smoking.

### **SOIL EROSION**

- A. The Contractor shall be required to take the necessary steps to minimize siltation and soil erosion during construction.

### **ACCESS ROADS**

- A. Streets, roads and drives used by the Contractor for access to and from the site of the work shall be protected from damage caused by the normal traffic of legal roadway vehicles. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period. Any new access road construction shall be all weather and have drainage structures placed as shown or as required.

### **TREE AND PLANT PROTECTION**

- A. The Contractor shall preserve and protect existing trees and plants at the site, which are designated to remain and adjacent to the site.
- B. Temporary barriers to a height of six feet shall be provided around each tree, or around each group of trees, or around plants to be protected as directed by the owner.
- C. The Contractor shall carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.
- D. The Contractor shall consult with the owner, and remove those roots and branches that interfere with construction.

- E. The Contractor shall replace, or suitably repair, trees and plants designated to remain, but are damaged or destroyed due to construction operations.
- F. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

## **MAINTENANCE DURING CONSTRUCTION**

- A. The Contractor shall maintain, at his expense, the work during construction and until final acceptance of all work under the Contract. Continuous and effective work shall be prosecuted day-by-day with adequate equipment and forces as required to keep the backfill, pavement, structures, pipe lines and other features in satisfactory and acceptable condition at all times.
- B. In the event the Contractor fails to remedy any unsatisfactory situation, within twenty-four (24) hours after receipt of written notice from the owner describing the unsatisfactory conditions, the Owner may immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the amount due the Contractor under the Contract.
- C. As and alternative to the above specified maintenance, the cost of all of the items which are not properly maintained may be deducted at the Contract Prices from the current partial payment request even if such items have been paid for in previous estimates.

## **SANITARY FACILITIES**

- A. The Contractor shall provide and maintain temporary sanitary accommodations for the use of the owner, his employees, subcontractors, necessary to comply with health requirements and regulations and as directed by the owner pumped out once a week. No nuisance will be permitted from these accommodations.

## **WATER POLLUTION CONTROL**

### **GENERAL**

- A. The Contractor shall comply with applicable Federal and State laws, orders, and regulations concerning the control and abatement of water pollution.
- B. The Contractor's construction activities shall be performed by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, and other objectionable pollutants and wastes into streams, watercourses, lakes, and underground water sources. Such pollutants and wastes include, but are not restricted to, refuse, garbage, cement, concrete, sewage effluent, industrial waste, radio-active substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Sanitary wastes shall be disposed of on land by burial at approved sites or by other approved methods.
- C. Dewatering work for structure foundations or earthwork operations adjacent to, or encroaching on streams or watercourses shall be conducted in a manner to prevent muddy water and eroded materials from entering the streams or watercourses by construction of intercepting ditches, bypass channels, barriers, settling ponds, or by other approved means.
- D. Turbidity increases in a stream that is caused by construction activities shall be limited to the increases above the natural turbidities permitted under the State water quality standards prescribed for that stream. When necessary to perform required construction work in the stream channel the prescribed turbidity limits may be exceeded, as approved by the Engineer, for the shortest practicable period required to complete such work. This required construction work may include such work as diversion of a stream, construction or removal of cofferdams, specified earthwork in or adjacent to a stream channel, and construction of turbidity control structures. Mechanized equipment shall not be operated in flowing water except as necessary to construct crossings or to perform the required construction.
- E. Waste waters from aggregate processing or other construction operations shall not enter streams, watercourses, or other surface waters without the use of such turbidity control methods as settling ponds, gravel-filter entrapment dikes, approved flocculating processes which are not harmful to fish, recirculation systems for washing of aggregates, or other approved methods. Any such waste waters discharged into surface waters shall be essentially free of settleable material. For the purpose of these specifications, settleable materials defined as that material which will settle from the water by gravity during a 1-hour quiescent detention period.

### **PAYMENT**

- A. The costs of complying with this section shall be included in the prices submitted on the bid form for the various items of work. No separate payment will be made for this item.

## EROSION CONTROL

### SCOPE

- A. This work shall consist of furnishing all labor, equipment, and materials and performing all operations in connection with the construction, installation, and maintenance of all Erosion and Pollution Controls through the use of berms, sediment basins, mulches, hat erosion checks, ditches, debris filters, and other devices.

### GENERAL

- A. The Contractor shall prevent the silting of any Creek during actual construction and periods when the work may be temporarily suspended. Prior to suspension of construction operations for 30 days or more, the Contractor shall shape the earthwork in a manner that will permit storm runoff with a minimum of erosion.
- B. Temporary pollution control shall be coordinated with the permanent landscape program to assure economical, effective and continuous erosion control throughout the construction and post-construction period.

### CONSTRUCTION REQUIREMENTS

- A. The owner has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing or excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination for any Creek. Such work may involve the construction of temporary berms, dikes, dams, sediment basing, waterways, and use of hat mulches, seeding or other control devices or methods as necessary to control erosion. All slopes shall be seeded and mulched as the earthwork proceeds and as directed by the owner.
- B. Clearing and grubbing operation shall be scheduled and performed so that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise temporary erosion control measures will be required between successive construction stages.
- C. The owner will limit the area of excavation, borrow and embankment operations in progress commensurate with the contractor's capability in approved keeping the pollution control measures current in accordance with the schedule.
- D. If, in the judgment of the owner, the surface area or erodible earth material exposed has the potential for causing water pollution, the owner shall direct the contractor to cease the applicable operations until satisfactory temporary erosion control or permanent landscaping measures are established in the event of conflict between

these requirements and pollution control laws, rules or regulations of other Federal or State or local agencies, the more restrictive laws, rules or regulations shall apply.

- E. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time. Temporary pollution control measures will be used to correct conditions that develop during the design stage; that are needed prior to installation of permanent landscaping features; or that are needed temporarily to control erosion that develops during the normal construction practices, but are not associated with permanent landscaping on the project.
- F. The Contractor shall prevent grass and brush fires within the work site thereby eliminating further sources of erosion due to burned over areas.

#### **MAINTENANCE OF EROSION CONTROL FACILITIES**

- A. The facilities must be maintained to ensure adequate performance and to the satisfaction of the owner.
- B. Control facilities shall be checked for damage periodically and immediately after storms. Hay bales shall be replaced as shown on the Construction Drawings or as directed by the Engineer.

#### **MEASUREMENT AND PAYMENT**

- A. The cost of all work required by this section shall be included in the price submitted on the bid form for other items of work. No separate payment will be made for this item.

## CLEARING AND GRUBBING

### DESCRIPTION

- A. This work shall consist of clearing, grubbing, removing and disposing of all vegetation and debris within the limits of construction as shown on the plans, or as directed by the owner, except such objects as designated to remain or to be removed in accordance with other sections of these Specifications. This work shall also include the preservation from injury or defacement of all vegetation and objects designated to remain.

### CONSTRUCTION

#### A. Clearing:

- 1. Definition: Clearing consists of the removal from the project limits and proper disposal of all exposed objectionable matter such as trees, brush, stumps, logs, grass, weeds, roots, decayed vegetable matter, poles, stubs, rubbish, refuse dumps, sawdust piles, loose boulders of one cubic yard or less existing inside the construction limits, and other debris resting on or protruding through the ground surface, or appearing on the site at any time before final acceptance of the work.

Clearing also includes the removal and proper disposal of all obstructions not to be retained, such as fences, buildings and other incidental structures within the project limits unless such work, or portion of such work is removed as excavation.

- 2. Operation of Clearing: Clearing may be completed by any method the Contractor elects to use provided no damage is done to property, trees or shrubbery to be retained, in or outside of the project limits. Stumps removed as part of the clearing operations shall be removed as specified under grubbing. Stumps which are not to be grubbed shall be cut off as specified hereinafter. Cleared materials shall be disposed of at a dump site approved by Cobb County. Any cost incurred will be paid by the Contractor.

#### B. Grubbing:

- 1. Definition: Grubbing consists of the removal and proper disposal of all objectionable matter defined above under clearing, which is embedded in the underlying soil.
  - a. Objectionable Roots: Objectionable roots are defined as: (1) matted trees and brush roots regardless of the size of the roots; (2) individual roots more than 3/4 inch in diameter; (3) individual roots more than

36 inches long regardless of size; and (4) large quantities of lesser size roots present in the top 12 inches of the finished subgrade or road surface when the quantity of such roots makes them detrimental to the work as determined by the Owner.

- b. Stumps: A stump is defined as the butt of a tree having a diameter of 4" or more measured 6 inches above the ground line.
- c. Abandoned Obstructions: Grubbing also includes the necessary removal and proper disposal of all abandoned obstructions such as sidewalks, driveways, pavement, catch basins, drop inlets, manholes, curbing, retaining walls, utilities, foundations, paved and other structures within the project limits unless such work, or portions thereof, are removed as one of the excavation items; are shown in the proposal as separate pay items; or are shown to be removed by others.

When these items are removed as Clearing and Grubbing, they shall be removed to the following depths:

- (1) Under Pavements: Remove to a depth of at least 3 feet below finished subgrade.
  - (2) Beneath Other Structures: Remove to a depth of at least 3 feet below the foundations of any proposed structure including installations such as guardrail posts, utility poles, pipes, stream enclosures, and the like.
  - (3) Elsewhere in the project limits: Remove to at least 3 feet below the finished surface of slopes and shoulders and one foot below natural ground outside construction lines. Abandoned structures remaining in place which may impound water, such as concrete floors, asphalt or concrete pavement, basements, catch basins, and the like, shall be thoroughly cracked or otherwise broken where they are present within 10 feet of finished grade. Floors and the like shall be broken to the extent that not section exceeding 10 square feet remains intact.
2. Operation of Grubbing: Except as modified under Subparagraph C below, grubbing shall be done by first removing all stumps and other objectionable matter that cannot be removed by a root rake. Stumps shall be removed to a minimum depth of 2 feet below the ground line. Areas containing objectionable roots shall then be raked to a depth of at least 6 inches below the surface. Objectionable matter still remaining shall then be removed by hand or other suitable means. When necessary, small roots (See B.1.a.(4) above) shall be removed to the extent that those remaining will not be detrimental to the work. After this, all stump holes shall be backfilled with a

suitable material which shall be compacted to the approximate density of the original soil. The area shall then be harrowed with a heavy duty disc harrow, weighted and controlled so that it will penetrate and turn the ground to a depth of at least 6 inches. Objectionable matter exposed by the harrowing shall then be removed. The harrowed areas shall then be leveled with suitable blading equipment in order to leave the grubbed areas in a reasonably smooth and acceptable condition, satisfactory for use of power mowers.

C. Modifications of Clearing and Grubbing: Modifications of Clearing and Grubbing are as follows:

1. In Excavation Areas:

- a. Leveling: Harrowing and leveling may be omitted.
- b. Filling Stump Holes: Filling stump holes may be omitted except when the bottom of any stump hole extends below the elevation of the finished subgrade. In this case the portion of each hole below subgrade elevation shall be filled with suitable material compacted to at least the density of the surrounding soil.

2. In Embankment Areas:

- a. Under 4-1/2 Feet: Where the difference in elevation between the original ground and finished grade is 4-1/2 feet or less, the area shall be cleared and grubbed without modification.
- b. Over 4-1/2 Feet: Areas covered by embankments exceeding the 4-1/2 foot difference specified above shall be cleared but no grubbing will be required except the removal of unsound or decayed stumps. Stumps removed and the backfilling of stump holes shall be as specified above under grubbing. Sound stumps left in place shall be cut off no more than 6 inches above the original ground line.

3. Areas Outside of Pavement Limits: Except as specified below, the entire property inside the construction limits shall be cleared and grubbed and left with a reasonably smooth and pleasing appearance, free from loose boulders and other debris. Exceptions to the above requirements are as follows:

- a. Selective Clearing: When the Owner directs that certain trees and plants shall be preserved. They shall be protected from all injury. Trees to be removed shall be so felled as to prevent injury to standing trees, plants, and improvements which are to be preserved.

Areas adjacent to selected trees and shrubs shall be grubbed wherever grubbing can be done without damage to the living roots of the selected trees or shrubs.

- b. Special Treatment Areas: When the plans show that certain indicated areas are to receive special treatment, the clearing shall be done in accordance with the plan notes for such areas.
- c. Grassed Areas: If the Owner approves, grubbing may be omitted on reasonably large areas outside construction limits, when such areas are well covered with acceptable grasses and are smooth enough to permit satisfactory use of power mowers. All stumps, trees, and other objectionable matter that may be present shall be removed.

D. Removal and Disposal of Materials

1. Salvageable Material:

- a. Merchantable Timber and Buildings: The Owner may give the right to remove merchantable timber or buildings from the property or the Owner may otherwise dispose of such items before the Contractor begins operation on the land in question. For that reason the Owner does not guarantee that any merchantable timber or buildings will be on any part of the property when the Contractor begins his work. Any material salvaged by the Contractor from the removal of timber or buildings will become the property of the contractor. Logs obtained from clearing and grubbing operations may be used as erosion control devices along the edge of the Right of Way. Such devices shall be removed after a stand of grass is obtained.

- 2. Cleared material shall be removed from the site.

**MEASUREMENT**

- A. The area of completed and accepted Clearing and Grubbing under this Section will be measured as a unit. Only the area actually required to be Cleared and Grubbed, so as to allow construction or as designated by the Engineer will be measured.

**PAYMENT**

- A. Clearing and grubbing will be paid for at the unit price bid, which shall be full compensation for all work specified.

## **EARTHWORK**

### **PART 1 - GENERAL**

#### **WORK INCLUDED**

- A. The work covered by this Section includes furnishing all labor, equipment and materials required to accomplish all backfilling around structures, grading and any other similar, incidental, or appurtenant earthwork operation which may be necessary to properly complete the work. All work shall be done in strict conformity with the Specifications and the directions of the Owner/Engineer.

#### **RELATED WORK**

- A. Division 1: General Requirements
- B. Soil Treatment

#### **SITE CONDITIONS**

- A. Locate existing underground utilities in the area of work. If utilities remain in place provide adequate means of protection during earthwork operations. Verify location of all utilities and notify Owner/Engineer of any discrepancies from the Drawings. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the utility owner and Owner/Engineer immediately for directions. The Contractor shall repair damaged utilities to satisfaction of the utility owner.

#### **TESTING**

- A. An independent Testing Laboratory approved by the Owner and paid by the Contractor must be retained for service for quality control testing during earthwork operations as specified below.
- B. Testing Laboratory services
  - 1. Compaction tests.
  - 2. Field density tests.
  - 3. Inspect and test subgrades and proposed fill materials.
- C. Contractor's duties relative to testing.

1. Notifying laboratory of conditions requiring testing.
2. Coordinating with laboratory for field testing.
3. Providing representative fill soil samples to laboratory for test purposes. Provide 50 lb. samples of each fill soil.
4. Pay costs for additional testing required where initial tests reveal non-conformance with specified requirements.

## **PART 2 - EXECUTION**

### **MATERIALS**

- A. Testing Laboratory shall be responsible for approval of soils.

### **EXCAVATION**

- A. Excavation consists of removal and disposal of material encountered when establishing required line and grade elevations as shown on the Drawings. All excavation shall be performed by the Contractor under the requirements of the Contract. Should the contractor excavate below the indicated lines and elevations, he shall replace the excavation with approved materials in an approved manner and condition, at no expense to the Owner.
- B. If the materials encountered at the required sub-grade elevations are determined by the Testing Laboratory and the Owner/Engineer to be unsuitable for bearing, the Contractor shall carry excavations deeper and replace the excavated material with approved material as directed by the Owner/Engineer.
- C. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- D. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
  1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting of footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain dewatering equipment necessary to convey water away from excavations.
  2. Convey water removed from excavations and rainwater to collecting or run-off areas. Establish and maintain temporary drainage ditches and other

diversions outside excavation limits. Do not use trench excavations as temporary drainage ditches.

- E. Stockpile topsoil and satisfactory excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.
  - 1. Locate and retain soil materials away from edge of excavations.
  - 2. Dispose of excess soil material and waste materials as herein specified.
- F. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete form work, installation of services, other construction, and for inspection. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
- G. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room.
  - 1. Excavate trenches to the depth indicated or required. Carry the depth of trenches for piping the establish, the indicated flow lines and invert elevations beyond the building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.
  - 2. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for the entire body of the pipe.
  - 3. Backfill trenches with concrete where trench excavations pass within 18 inches of column of wall footings and which are carried below the bottom of such footings, or which pass under wall footings. Place concrete to the level of the bottom of adjacent footing.
  - 4. Do not backfill trenches until tests and inspections have been made and backfilling authorized by the Owner/Engineer. Use care in backfilling to avoid damage or displacement of pipe systems. Backfill material shall be spread in 6-inch layers and tamped.
  - 5. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.
- H. Blasting operations shall be conducted in accordance with existing ordinances and regulations. The Owner/Engineer shall be notified prior to any blasting operation. Exposed structures shall be protected from the effects of blasts; blasts shall be covered with suitable mats, and shall be restricted to the extent that no appreciable shock will be transmitted to existing structures, pipelines, sewers, and other public or

private facilities. All blasting supplies shall be stored in a safe manner and a watchman shall be stationed at all times at the place of storage.

## **COMPACTION**

- A. Compact soil to not less than the following percentage of the Standard Proctor maximum dry density for soils, which exhibit a well-defined moisture density relationship.
  - 1. Under building structure compact top 12 inches of subgrade and each 6 to 8 inch layer of backfill or fill material at 98 percent of the Standard Proctor maximum dry density. Structural backfill around the filtration system pit and underground piping shall be tested by a qualified geo-technical engineer and verified to satisfy the 3000 PSF bearing requirements prior to any building footing construction.
- B. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
  - 1. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction to specified density.
  - 2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

## **QUALITY CONTROL**

- A. Allow testing service to inspect and approve sub grades and fill layers before further construction work is performed.
- B. For each strata of soil on which footings will be placed, conduct at least one test to verify the required 3000 PSF design bearing capacity. Subsequent verification and approval of each footing sub grade may be based on a visual comparison of each sub grade with related tested strata, when acceptable to Owner/Engineer.
- C. If, in the opinion of the Owner/Engineer, based on testing laboratory reports and inspection, sub grade or fills which have been placed are below specified density, provide additional compaction and testing at no expense to the Owner.

## **FINISH GRADING**

- A. Finish grading shall be to the finished elevations and grades shown on the Drawings, and shall be made to blend into conformation with remaining natural ground surfaces. All finish-graded surfaces shall be left smooth and free to drain. Selected materials, which have been obtained from stripping the site, shall be spread upon all graded areas to be grassed, to a uniform depth, and shall be suitably compacted for planting. Excess materials shall be spread and compacted as directed. Grading within the construction area and around the outside of building and structure lines shall be performed in a manner that will prevent accumulation of water within the area. Where necessary, or where shown, finish grading shall be extended to insure that water will be directed to drainage ditches, and the site area left smooth and free from depressions holding water.

## **MAINTENANCE**

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances, prior to top soiling.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to top soiling.

## **SOIL EROSION**

- A. The Contractor shall be required to take the necessary steps to minimize siltation and soil erosion during construction.

## **EXCESS MATERIAL**

- A. All excess excavated material shall be removed from the project site.
- B. The Contractor shall be responsible to approve a disposal area and shall comply with all applicable regulations.

Proposal. The contours and elevations of the present ground are believed to be reasonably correct but are not guaranteed. The Contractor shall satisfy himself by actual examination of the site of work as to the existing elevations and contours and the amount of work required under this Section.

## **UTILITIES EXCAVATION AND BACKFILLING**

### **PART 1 - GENERAL**

#### **DESCRIPTION**

- A. Provide excavation and backfill as required for the site utilities and specified herein.

#### **QUALITY ASSURANCE**

- A. Materials and methods shall conform to Cobb County requirements.
- B. Materials and methods specified as GDOT are as specified in Georgia Standard Specifications Construction of Roads and Bridges, Georgia State Department of Transportation, 1977 edition and current addendums.

#### **SUBMITTALS**

- A. Certificate(s): Backfill material(s) approval.

#### **JOB CONDITIONS**

- A. Protect and maintain all active utilities and existing underground work which are to remain. Repair or replace at no expense to Owner all such items disturbed in execution of the work.

#### **SAFETY**

- A. For the security or safety of persons in and adjacent to trenches or construction operations, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America and the safety regulations of the appropriate state agency shall be followed when specifically applicable, or by similarity of operation or as necessary for adequate protection.

## **PART 2 - PRODUCTS**

### **BACKFILL MATERIALS**

- A. Use granular material for bedding pipe and for backfilling up to and above the spring line of the pipe as required.

Material shall be:

- 1. Washed bank sand
  - 2. Stone sand
    - a. 100% passes through a 3/8" sieve
    - b. 10% to 20% passes through a #16 sieve
  - 3. Quarry run limestone
    - a. 100% passes through a 1-1/2" square sieve
    - b. 80% to 90% passes through a 1" square sieve
    - c. 20% to 40% passes through a #4 sieve
- B. Backfill above the crushed stone or gravel shall be inert material free of organic material, rubbish, debris, marl, and other objectionable material with plastic index of not more than 30. Any non-soil and any soil with a dry weight of less than 110 PCF may be used only upon approval of the Engineer.
  - C. Backfill material for use behind foundation walls and other walls enclosing spaces, that are below grade shall be a free-draining material approved by the Owner.
  - D. Backfill material shall be approved by the Owner prior to use.
  - E. Sand shall be used for backfill of trenches with electrical or telephone cable, conduit and unprotected duct.

## **PART 3 - EXECUTION**

### **EXCAVATION**

- A. Work shall be completed in open excavation unless specified otherwise.
- B. Material excavated shall be laid compactly on the side of the trench and kept trimmed so as to present little inconvenience.
  - 1. Active utilities shall be kept clear and operable.
- C. Trench width and manhole excavation widths shall be kept to the minimum as specified.

1. Widths of trenches shall be held to a minimum to accommodate the pipe and appurtenances. The trench width shall be measured at the top of the pipe barrel and shall conform to the following limits:

	<b><u>Pipe Earth</u></b>	<b><u>Rock</u></b>
Minimum	None	Outside diameter of the pipe barrel plus
Maximum		30 inches or the outside diameter of the Pipe barrel plus 16 inches, whichever is greater.
	<b><u>Manholes</u></b>	
Minimum	None	None
Maximum		
Precast Manhole Base	None	Foundation Minimum
Cast in Place Base	None	6 inches outside walls.

If for any reason excessive trench width occurs at depths which would impose critical loads on the pipe, the Contractor shall provide gravel or stone backup, extra strength pipe or concrete encasement as may be directed by the owner.

- D. Excavation will be to necessary depth for the construction of the utilities.
  1. Unauthorized excess excavation shall be backfilled with granular material to required grade and compacted without additional cost to the Owner.
  2. Trench depth below the contained pipe shall be 4" or 1/4 of the pipe outside diameter, whichever is greater.
- E. If satisfactory foundation strength is not found at the required excavation depth, the owner must be notified before proceeding.
- F. Additional excavation and backfill shall be one in accordance with the owner instructions.

## **GRADE AND ALIGNMENT**

- A. Grade and line stakes at regular intervals, not to exceed 25 feet, will be placed at any convenient offset from the centerline of the pipe.
  1. Batter boards shall be carefully placed immediately following the excavating equipment and a continuous check on trench depth shall be maintained.
  2. Suitable equipment for measuring from a line drawn taut over the batter boards shall be supplied by the Contractor.

- a. Such line shall be carefully located on the batter boards at the specified offset.
  3. In no event shall pipe be laid, unless a minimum of three batter boards are in place and checked.
- B. The Contractor may option to use a laser beam as an alternative to utilizing batter boards for vertical and horizontal control of the proposed pipe alignment and grade.
1. If a laser beam is to be utilized, line stakes or hubs shall be set at regular intervals not to exceed 100 feet at some convenient offset distance from the centerline of the proposed pipe.
  2. Grade stakes shall also be set at intervals not to exceed 300 feet at some convenient offset from the centerline of the proposed pipe.
  3. The laser unit shall be set up in such a manner that the alignment of the beam is directly above and parallel to the centerline of the pipe.
  4. A target shall be established to line and grade to provide a method of checking the initial setting of the laser beam and to provide a means for frequently checking the beam alignment as construction progresses.
  5. The grade pole shall be "set" on the invert of the pipe when checking grade and alignment.
    - a. The Contractor shall provide means to insure the grade pole is vertically plumb when checking pipe grade.

## **PIPE BEDDING AND INSTALLATION**

- A. After preparation of the trench bottom, a pipe bed shall be prepared using granular material.
1. The bottom man or pipe layer shall carefully prepare the bed for the pipe both from a grade and line standpoint.
  2. All rock or stones protruding above the prepared bed shall be removed so that in no case will rock touch the pipe.
- B. The laying of the pipe on the prepared bed shall commence from the lowest point, with the spigot ends pointing in the direction of flow.
1. All pipes shall be laid with end abutting and true to line and grade.
  2. Pipe sections shall be carefully centered to form a pipeline with a uniform invert.

- C. Preparatory to making pipe joints; surfaces of the portions of the pipe to be jointed or of the factory-made jointing material shall be clean and dry.
  - 1. Lubricants, primers, adhesives, etc., shall be used as recommended by the pipe or joint manufacturer's specifications.
  - 2. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of water tightness required.
  - 3. In the event that pipe previously laid is disturbed due to any cause, the pipe shall be taken up, the joints cleaned and the pipe re-laid in accordance with the specifications.

### **TRENCH BACKFILLING**

- A. All trench excavations shall be backfilled immediately after pipe is laid and/or tested.
- B. After the pipe is laid, graded and aligned, the bedding material shall then be brought up halfway on the pipe for the full width of the trench using granular material to fill the space under the lower part of the pipe.
- C. Backfill materials shall be approved by the Owner.
  - 1. For backfill above the bedding and to a level of 6 inches over the top of the pipe barrel, selected materials shall be used and placed in uniform layers not exceeding 6 inches in depth (loose depth) up each side.
  - 2. Each layer shall be placed, then carefully and uniformly tamped so as to eliminate the possibility of pipe settlement, misalignment and damage to joints.
  - 3. In lieu of the above described method, the contractor may, at his own expense, use shovel tamped granular material to backfill over the pipe.
- D. The Contractor shall place bulkheads of native clay soil across the trench at 100-foot intervals to resist the movement of groundwater through the granular material.
  - 1. Such bulkheads shall be carefully compacted and shall extend approximately 3 feet in a direction parallel to the pipe and shall extend from the bottom of the trench to a height of 6 inches above the top of the pipe barrel.
- E. Above the tamped granular backfill, the Contractor may complete the backfilling with mechanical equipment.

1. The material shall not free fall onto the hand place cover.
2. The backfill shall be so placed that it will flow onto the hand-placed cover from the section partially filled.
3. Granular material shall be used for backfill of trenches in pavements.

## **FOUNDATION**

- A. Provide a cast in place concrete pad for the foundation of precast concrete manhole base.
  1. Pad shall extend a minimum of 6 inches beyond the outside wall of the manhole base and shall be 4 inches thick with a plus or minus 1-inch tolerance.
  2. At least 4 hours shall elapse between casting the concrete pad and placing the precast concrete manhole base.

## **UTILITY EXCAVATIONS NEAR FOOTINGS**

- A. Do not excavate utility trenches closer than five (5) feet to building footings.
  1. When parallel trenches are required deeper than the building footings, the horizontal distance from the footings shall be equal to, or greater than two (2) times the vertical distance below the footing, but in no case shall the horizontal distance be less than five (5) feet.

## **ROCK EXCAVATION**

- A. Rock excavation is expected. Refer to Appendix A - Subsurface Data.
- B. Blasting shall not be done without the specific permission of the owner, and then only at the entire risk of the Contractor.
  1. Blasting procedures shall conform to Cobb County and GSDOT requirements.
- C. Rock shall be excavated to a minimum depth of 4" below the bottom of the pipe or structure and to a minimum width of 6" on each side of the pipe or structure. Backfill to proper grade with granular material.

## SPECIAL TERMS AND CONDITIONS

### **I. Contract Period:**

Contract awarded as a result of bids submitted under this Sealed Bid shall extend from the date of award for a period of 12 full months.

### **II. Pricing:**

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

### **III. Option to Extend the Term of Contract:**

Contract is renewable, at the option of Cobb County Government, and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options).

## Cobb County General Instructions for Bidders, Terms and Conditions

### ***I. Preparation Of Bids***

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site ([www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

### ***II. Delivery***

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

### ***III. Explanation to Bidders***

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received by 5:00 pm on the seventh (7th) working day prior to bid opening in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov). Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

### ***IV. Submission of Bids***

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the

department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

#### **V. *Withdraw Bid Due To Errors***

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid.

If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

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

**VI. *Testing and Inspection***

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

**VII. *F.O.B. Point***

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

**VIII. *Patent Indemnity***

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

**IX. *Insurance***

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**A. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

#### B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

#### C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages; The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

#### D. ACCEPTABILITY.

Insurance is to be placed with insurers with an A.M.Best's rating of no less than

A: VII, or otherwise acceptable to the Owner.

#### E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

#### F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

#### G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

#### X. *Award*

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

#### ***XI. Delivery Failures***

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

#### ***XII. County Furnished Property***

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

### ***XIII. Reject And Withdraw Bids***

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

### ***XIV. Contract***

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

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

### ***XV. Non-Collusion***

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

## ***XVI. Conflict of Interest, Etc.***

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

## ***XVII. Default***

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

### ***XVIII. Disputes***

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

### ***XIX. Substitutions***

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

### ***XX. Ineligible Bidders***

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

### ***XXI. Alterations of Documents***

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

### ***XXII. Termination for Convenience***

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

### ***XXIII. Inter-governmental Agreement***

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and

Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

***XXIV. Indemnification and Hold Harmless***

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

***XXV. Special Terms and Conditions***

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

***XXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.***

Cobb County Government encourages the participation of all businesses in offering their services and/or products. It is the goal of Cobb County Government to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report, EXHIBIT C*. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

*The Plan applies only to projects which are clearly indicated by the County.*

**XXVII. Evidence of Compliance with Georgia Security & Immigration Compliance Act**

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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Contractor Name

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

**THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE**

*SEE AFFIDAVITS ON FOLLOWING PAGES*

**EXHIBIT A**

**CONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

BY: \_\_\_\_\_  
Authorized Officer or Agent  
[Contractor Name]

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

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**EXHIBIT A-1**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

BY: \_\_\_\_\_  
Authorized Officer or Agent  
[Contractor Name]

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_

*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

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**EXHIBIT B**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department  
Attn: Mr. Rick Brun, Purchasing Director  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

MBE Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

**This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated**

**Instructions for Completing Exhibit C**  
**Disadvantaged Business Enterprise (DBE)**  
**Participation Report**

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

**\*\*\* Instructions \*\*\***

1. Contractor/Vendor is furnished the one-page *DBE Participation Report* form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,  
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

**EXHIBIT C**  
**Cobb County Government Disadvantaged**  
**Business Enterprise Participation Report**

→ PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form. ←

Submitted by: \_\_\_\_\_ Period Invoiced: \_\_\_\_\_  
**Name of Prime Contractor/Vendor** **From/To:**  
 Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_  
 Cobb County Department or Agency receiving service or product: \_\_\_\_\_  
 Description of Purchased Service/Product: \_\_\_\_\_  
 Full Contracted Amount: \$\_\_\_\_\_ Payment amount requested at this time: \$\_\_\_\_\_

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Please provide the following information for each subcontractor participating during this reporting period:

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: \_\_\_\_\_  
 Printed Name

Title or position: \_\_\_\_\_

Signature of Authorized Representative

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

**County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report**

**BID FORM**

**DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND UNCLASSIFIED EXCAVATION  
SEALED BID #10-5475**

TO THE COBB COUNTY BOARD OF COMMISSIONERS  
COBB COUNTY, GEORGIA

Submitted \_\_\_\_\_, 2010

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principle or principles is or are named herein; that no person other than those named herein has an interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, and parties making a Proposal; and that this Proposal is, in all respects, fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the Specifications and Drawings for the work and contractual documents relative thereto; that he has read the instructions to Bidders and General conditions furnished prior to the Bid opening date; and that he has satisfied himself relative to the work to be performed.

The Bidder proposed and agrees that, if he becomes the successful bidder on the basis of this Proposal, he will contract with the Cobb County Board of Commissioners, Cobb County, Georgia, (herein called the "Owner"), in the form of contract illustrated to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the construction of the work in full, and in complete accord with the shown, noted, described, Specifications, Drawings, and Contract Documents to the full and entire satisfaction of the owner, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and other Contract Documents, for the following prices.

**If the Bidder is awarded any projects under this contact which exceed \$25,000, the Bidder agrees to furnish a 100% Performance Bond and a 100% Payment Bond within ten (10) days after being notified of award of the project. Said performance and payment bonds shall be issued by a surety accepted by the U.S. Department of the Treasury and listed in the current Department Circular 570.**

COMPANY NAME: \_\_\_\_\_

COMPANY REPRESENTATIVE SIGNATURE: \_\_\_\_\_

**BID FORM**

**DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND UNCLASSIFIED EXCAVATION  
SEALED BID #10-5475**

**ITEM I - DRAINAGE**

The Contractor will furnish materials on the job site that will include - pipe, joint sealer, and stabilizer stone as necessary.

The Contractor will furnish proper supervision on the job at all times, minimum of (3) three laborers and the proper equipment to prepare the site, lay pipe and to cover and compact the job site.

<i>12 in. concrete pipe laid in place</i>	<i>per ft.</i>	_____
<i>12 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>15 in. concrete pipe laid in place</i>	<i>per ft.</i>	_____
<i>15 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>18 in. concrete pipe laid in place</i>	<i>per ft.</i>	_____
<i>18 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>24 in. concrete pipe laid in place</i>	<i>per ft.</i>	_____
<i>24 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>30 in. concrete pipe laid in place</i>	<i>per ft.</i>	_____
<i>30 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>36 in. concrete pipe laid in place</i>	<i>per ft.</i>	_____
<i>36 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>42 in. concrete pipe laid in place</i>	<i>per ft.</i>	_____
<i>42 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>48 in. concrete pipe laid in place</i>	<i>per ft.</i>	_____
<i>48 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>54 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>60 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>66 in. metal pipe laid in place</i>	<i>per ft.</i>	_____
<i>72 in. metal pipe laid in place</i>	<i>per ft.</i>	_____

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**ITEM II - EQUIPMENT**

Equipment listed below is quoted on a per hour basis and the Contractor is responsible for maintenance, up-keep and any damage the machines cause. Operator to be included on each machine where needed.

<i>3 1/2 yd. Crawler Loader</i>	<i>per hour</i>	\$ _____
<i>3 1/2 yd. Rubber Tire Loader</i>	<i>per hour</i>	\$ _____
<i>20 Ton Track Backhoe</i>	<i>per hour</i>	\$ _____
<i>24 Ton Track Backhoe</i>	<i>per hour</i>	\$ _____
<i>Rubber Tire Backhoe with Bucket</i>	<i>per hour</i>	\$ _____
<i>D-4 Dozer or Equal (Track)</i>	<i>per hour</i>	\$ _____
<i>D-6 Dozer or Equal (Track)</i>	<i>per hour</i>	\$ _____
<i>D-8 Dozer or Equal (Track)</i>	<i>per hour</i>	\$ _____
<i>12-F Motor Grader or Equal</i>	<i>per hour</i>	\$ _____
<i>5 yd. Box Dump Truck-Single Axle</i>	<i>per hour</i>	\$ _____
<i>15 yd. Box Dump Truck-Tandem Axle</i>	<i>per hour</i>	\$ _____
<i>621 Scraper pan or Equal</i>	<i>per hour</i>	\$ _____
<i>1/2 Ton Pick-up Truck</i>	<i>per hour</i>	\$ _____
<i>1 Ton Stake Body Truck</i>	<i>per hour</i>	\$ _____
<i>175 or Equal Air Compressor</i>	<i>per hour</i>	\$ _____
<i>3 in. Water or Trash Pump</i>	<i>per hour</i>	\$ _____
<i>4 in. Water or Trash Pump</i>	<i>per hour</i>	\$ _____
<i>Portable Welder</i>	<i>per hour</i>	\$ _____
<i>6 Ton Steel-Wheel Roller</i>	<i>per hour</i>	\$ _____
<i>Rubber Tire Farm Tractor-2000 Series</i>	<i>per hour</i>	\$ _____
<i>Vibrator (Hand-operated)</i>	<i>per hour</i>	\$ _____
<i>Sheep Foot Roller (Double Section)</i>	<i>per hour</i>	\$ _____

**BID FORM**

**DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND UNCLASSIFIED EXCAVATION  
SEALED BID #10-5475**

**ITEM III - CLEAR & GRUB**

The Clearing and Grubbing of any project will include the following equipment:

1. A Crawler Dozer (D-7 Size or equal). The Cobb County Parks, Recreation and Cultural Affairs Dept. representative will determine if more than one machine is needed.
2. A Crawler Loader (955 or equal). The Cobb County Parks, Recreation and Cultural Affairs Dept. representative will determine if more than one machine is needed.
3. Tandem Dump Trucks - a minimum of (2) two in order to keep the loader busy. The Cobb County Parks, Recreation and Cultural Affairs Dept. representative will determine if more are needed.
4. A 12F Motor Grader or equal to help round up debris, work the haul road, etc.
5. A minimum of (1) one laborer to assist in cutting, trimming and making sure debris is not hanging from the trucks.
6. One (1) supervisor on the job at all times to make sure the project is running as it should, to be available to the Cobb County Parks, Recreation and Cultural Affairs Dept. representative.

**The prices to be bid is quoted on a "per- acre basis".**

**\$ \_\_\_\_\_ Cost per acre**

**BID FORM**

**DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND UNCLASSIFIED EXCAVATION  
SEALED BID #10-5475**

**ITEM IV - UNCLASSIFIED EXCAVATION**

Unclassified Excavation will include the removal of dirt and the placement of dirt, compacted in place. The bid/quote will include the following equipment.

D-8 Dozer or Equal - To push pans, level cut, level fill area as required. Cobb County Parks, Recreation and Cultural Affairs Dept. representative will determine if (1) one machine is sufficient.

621 Pans or Equal - (2) two machines needed on the job site and if more are needed, the Cobb County Parks, Recreation and Cultural Affairs Dept. representative will notify the Contractor.

A double section sheepfoot pull type or a self propelled sheepfoot with a dozer blade. Weight should be a minimum of (4) four tons to achieve adequate compaction, (minimum 95% Proctor).

A 12F Motorgrader or Equal to shape backslopes, blade fill section, cut section, haul road and other related work.

A superintendent to be on the job site at all times, as well as any labor necessary to make the job function properly.

**Unclassified Excavation**

\$ \_\_\_\_\_ **Cost per Cu. Yd.**

**BID FORM**

**DRAINAGE, EQUIPMENT, CLEARING, GRUBBING AND UNCLASSIFIED EXCAVATION  
SEALED BID #10-5475**

**ITEM V - EROSION, SEDIMENT CONTROL**

Proved Erosion-Sediment Controls complying with County Ordinance and with procedures of the current Manual for Erosion and Sediment Control in Georgia in the form of Silt Fence conforming to Georgia Department of Transportation specifications installed in place including all equipment, material and labor.

\$\_\_\_\_\_per Linear Foot