

SECTION THREE

GENERAL CONDITIONS

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Unless otherwise directed, all work performed for this project will be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, 2013 Edition, GDOT Supplemental Specifications Book, 2016 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project. Cobb County Water System Water Specifications and Sewer Specifications, **Current Edition**, and Cobb County Traffic Signal Specification, **Current Edition**. All documents are incorporated herein by reference as if fully set forth.

The Following Modifications Take Precedence Over GDOT Standard Specifications/Special Provisions:

SECTION 101 DEFINITION AND TERMS

Section 101.10 BOARD

Delete as written and substitute the following:

BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA

Section 101.13 CHIEF ENGINEER

Delete as written and substitute the following:

THE COBB COUNTY DIRECTOR OF TRANSPORTATION, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES.

Section 101.14 COMMISSIONER

Delete as written and substitute the following:

THE COUNTY MANAGER OF COBB COUNTY

Section 101.22 DEPARTMENT

Delete as written and substitute the following:

THE COBB COUNTY DEPARTMENT OF TRANSPORTATION

Section 101.24 ENGINEER

Delete as written and substitute the following:

THE COBB COUNTY DIRECTOR OF TRANSPORTATION, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES.

Section 101.31 HOLIDAYS

Delete as written and substitute the following:

Cobb County holidays as annually adopted by Cobb County Board of Commissioners

Section 101.62 STATE HIGHWAY ENGINEER

Delete as written and substitute the following:

THE COBB COUNTY DIRECTOR OF TRANSPORTATION, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES.

Section 101.74 SUPPLEMENTAL AGREEMENT

Retain as written and add the following:

“Any Supplemental Agreement that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety.”

Section 101.80 TREASURER

Delete as written and substitute the following:

THE COBB COUNTY FINANCE DIRECTOR

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102.03 CONTENTS OF PROPOSAL FORMS

Delete in its entirety and substitute the following:

The **County** will furnish to all prospective **Bidders** a Proposal Form via Bid Express. This form will state the location and description of the construction and will show the Bid Item List. The Proposal Form will state the time in which The Work must be completed, the amount of the Proposal Guaranty, and the date of the opening of Proposals. The form also includes any Special Provisions or requirements which vary from or are not contained in the Standard Specification. All requirements to be submitted as part of the Proposal are identified in the Proposal Form, and must not be altered except as directed by Addendum. The Plans, Specifications, and other documents designated in the Proposal Form will be considered as part of the Proposal whether attached or not.

Section 102.06 PREPARATION OF PROPOSAL

Delete in its entirety and substitute the following:

The Bidder shall submit its electronic Proposal on the form furnished by the Department using Bid Express. The blank spaces on the Proposal shall be filled in correctly for each Pay Item (except alternate items) listed therein. In the event of a discrepancy in any of the figures, the Unit Price will govern and the Bid will be recalculated.

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In the case of Alternate items, Unit Prices shall be entered for only one alternate. The low bid will be determined based on the sum of the base bid and any alternates selected by the Department.

The Non-Collusion Certificate on the Department's standard form included in the Proposal shall be executed.

The Georgia Security and Immigration Compliance Act Affidavit shall be completed as required.

If a proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the proposal must show the name of the state under which the laws of the corporation are chartered and his or their authority for signing same; the names, titles, and address of their President, Secretary, and Treasurer, and the corporate authority for doing business in Georgia. Proposals not properly signed may be disqualified and rejected.

The electronic bid must be submitted by the following method:

ELECTRONIC BID SUBMISSION VIA THE INTERNET AND BID EXPRESS.

(Note: The Bidder shall secure an account and a valid Digital Signature from Bid Express (www.bidexpress.com) in order to use this method.)

Instructions for preparing and submitting bids by this method are as follows:

- A- Access to the electronic bidding information is available on Bid Express at www.bidexpress.com. Additional information regarding bid information may be found at Cobb County Department of Transportation website- www.cobbcounty.org/dot and Cobb County Purchasing website- www.cobbcounty.org/purchasing.
- B- Zero (0) is considered to be a valid bid. The Bidder shall not enter 0 in any Unit Price field unless zero is the intended bid for that item.
- C- All addenda shall be included in the electronic bid submitted.
- D- The Bidder shall make no claim against the County in the event it is unable to submit its bid to Bid Express and/or Bid Express is unable to submit the bids to the County. The County reserves the right to postpone the public reading of bids in the event of technical difficulties.

Applicable plans and specifications are available and open to public inspection at the office of Construction Services, Cobb County Department of Transportation, 1890 County Services Parkway, Marietta, Georgia 30008. Plans may be purchased for a fee (non-refundable) or on compact disk (CD) for \$50.00 (non-refundable). Plans may be available at no cost, online; see bid proposal for further information.

A fully executed Proposal Guaranty and Power of Attorney shall be submitted with each bid using one of the following methods:

1. Electronic submission via Bid Express utilizing either Surety 2000 or SurePath.
2. Paper Bid Bond delivered to Cobb County Purchasing, 122 Waddell Street, Marietta, Georgia 30060, in a sealed envelope and marked with the project name and number by 12:00 p.m. on the day of the letting.
3. Cash guarantee or certified check in lieu of Bid Bond will be allowed as authorized by Cobb County Purchasing Policy and must be received prior to 12:00 p.m. on the day of the letting.

Section 102.07 REJECTION OF PROPOSALS

Delete first paragraph and substitute the following:

Proposals may be rejected as irregular if their consideration is conditioned upon the acceptance or rejection of other Proposals submitted by the same Bidder, if the Georgia Security and Immigration Compliance Act Affidavit is not completed, if a Unit Price is not shown for each Pay Item, or if they fail to comply with the Electronic Bidding System (EBS) bidding requirements. In the case of alternate items, Unit Prices shall be entered for only one alternate. The Department reserves the right to disqualify and reject any Proposal that is not properly executed in accordance with the requisite of Subsection 102.06.

Delete subsection J and add the following:

- J. The **County** also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to Cobb County, Georgia.

Section 102.08 PROPOSAL GUARANTY

Delete in its entirety and substitute the following:

Each bid must be accompanied by a bid bond prepared on the form of bid bond attached hereto, duly executed by the **Bidder** as principal and having as surety thereon a surety company approved by the **County** and accepted by the U. S. Department of the Treasury and listed in Department Circular 570. The surety must be licensed to conduct business in the State of Georgia. The bid bond must be in the amount of 5% of the bid. No Proposal Guaranty will be considered to cover any Bid except the one to which it is attached. Cash guarantee or certified check in lieu of bid bond will be allowed as authorized by Cobb County Procurement policy. Bid bond may be submitted electronically via Bid Express, and certified by either Surety 2000 or SurePath for electronic bidding. Requirements for electronic bidding may be found in Section 102.06, or at Cobb County Purchasing Website.

Paper Bid Bond must be submitted with a certified and effectively dated copy of their power of attorney for Attorneys-in-fact who sign bid bonds. The Bid Bond is to be submitted and delivered to Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060, by 12:00 p.m. on the day of letting, in a sealed envelope with the following clearly typed or printed on out outside:

Cobb County Purchasing Department
Proposal for Construction
Project Name
Date and Hour of Bid Opening
Company Name

A Cash Guarantee or Certified Check may be substituted in lieu of Bid Bond in accordance with Cobb County Procurement Policy, and must be submitted in same manner as Paper Bid Bond.

Section 102.09 DELIVERY OF PROPOSALS

Delete in its entirety and substitute the following:

All bid proposals must be submitted via Bid Express, unless otherwise noted in the Advertisement to Bid. Only Proposal Guaranty may be delivered to Cobb County Purchasing in accordance with Section 102.08.

Section 102.10 WITHDRAWAL OR REVISIONS OF PROPOSALS:

Delete in its entirety.

Section 102.11 PUBLIC BID:

Delete in its entirety and substitute the following.

Preliminary Bid Results may be available at the following www.bidexpress.com or www.cobbcounty.org/purchasing.

Section 102.15 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Delete in its entirety and substitute the following:

“All Bidders and their subcontractors are required to be in compliance with the “Georgia Security and Immigration Compliance Act. The Contractor must execute and submit as part of the bid the ‘Contractor Affidavit and Agreement’, or bid will be determined non-responsive and will be disqualified.”

Section 102.16 SUBMITTAL OF “REQUEST FOR ELIGIBILITY TO BID”

Delete in its entirety.

Section 102.17 SUBMITTAL OF CERTIFICATE OF CURRENT CAPACITY

Delete in its entirety.

Section 102.18 SUBMITTAL OF CONSTRUCTION CONTRACTORS BID OPPORTUNITY LIST

Delete in its entirety and substitute the following:

All Bidders for each Opening shall submit the completed “Construction Contractors Bid Opportunity List” to the Cobb County Department of Transportation (CCDOT), 1890 County Services Parkway, Marietta, Georgia 30008, in a sealed envelope by 12:00 noon on the third working day after the Bid Opening as a matter of Bidder responsibility.

If the “Construction Contractors Bid Opportunity List” is not delivered to the CCDOT office in a sealed envelope by 12:00 p.m. on the third working day after the Bid Opening, the Bid may be subject to rejection.

SECTION 103 **AWARD AND EXECUTION OF CONTRACT**

Section 103.01 **CONSIDERATION OF PROPOSALS**

Delete the third sentence in its entirety and substitute the following:

“In determining Unit Bid Prices, fractional parts of a cent less than one cent (\$0.01) will not be considered significant and will be dropped.”

Section 103.02 **AWARD OF CONTRACT**

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

Delete subsection 103.02 in its entirety and substitute the following:

“The **County** may make such investigations as it deems necessary to determine the ability of the **Bidder** to perform the work, 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** and to complete the work contemplated therein. Conditional bids will not be accepted.

If a Contract is awarded, it will be awarded to the lowest reliable Bidder whose Proposal shall have met all the prescribed requirements, including any negotiated changes as indicated below.

The County will determine the lowest reliable **Bidder**, and in so doing, the following elements will be considered: whether the **Bidder** involved (a) maintains permanent place of business; (b) has adequate equipment and personnel to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incidental to the work; and (d) has appropriate technical experience. The Contract will be awarded on the base bid only. Cobb County has exclusive discretion to determine the reliability of any bidder.

Single as well as multiple Proposals for a project will be publically opened and read. If only one Proposal is received and the amount of the Proposal exceeds the Cobb County cost estimate for the project, Cobb County may, at its option, exercise of the following as allowed by source of funding:

1. Award the Contract as bid.
2. Reject the Proposal and re-advertise, perform the work itself, or abandon the project.

The **Award of Contracts** involving work funded entirely or in part by State or Federal funds is conditioned upon the concurrence of the Georgia Department of Transportation and/or the Federal Agency involved. No bids will be negotiated or adjusted.

Award to the successful bidder will be made public through the publication of the Award Announcement. If the successful bidder fails to execute the Contract and file acceptable bonds within the period set forth in Subsection 103.07 thereby causing cancellation of the award and forfeiture of the Proposal Guaranty, the Department may award the Contract to the next lowest reliable bidder, re-advertise, abandon the project, or perform the work itself.

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When notified by and of the Department's recommendation for award of this Contract, the **Contractor** shall immediately secure Performance and Payment Bonds and any other required documents as per the Contract, properly execute four original Contract Documents and submit them to the **County**.

The Board shall have the right to hold bid prices after bid opening for a period of one hundred twenty (120) days. This period supersedes shorter durations mentioned elsewhere in this section.

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

“Simultaneously with his delivery of the executed Contract, the **Contractor** shall furnish a surety bond or bonds, in a sum equal to 110% of the full amount of the Contract, as security for faithful performance of his Contract 100% of the full amount of the contract and for the payment of all persons performing labor on the project under this Contract, and furnishing material under this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the **County** and be countersigned by the State of Georgia's representative/agent. The surety issuing the bonds must be accepted by the U. S. Department of the Treasury and listed in Department Circular 570 and approved by the **County**.

Attorneys-in-fact who sign performance and payment bonds must file a certified and effectively dated copy of their power of attorney.”

Section 103.08 INSURANCE REQUIREMENTS-

Delete in its entirety and add the following:

1. INSURANCE

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, commercial insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Builder's "All Risk" coverage will be required on this Cobb County Department of Transportation contract.

B. Minimum Limits of Insurance:

Contractor shall maintain commercial insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

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- ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- iii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iv. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- v. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.
- vi. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.
- vii. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- viii. Builder's "All Risk" Insurance: Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - (a) Additional Insured Requirement. **Federal Highway Administration – Eastern Federal Lands Highway Division, United States Department of the Interior National Parks Services, Georgia Department of Transportation, Cobb County, Georgia, Cobb County-Marietta Water Authority and the City of Marietta, Georgia,** and their respective appointed officials, officers, boards, commissions, employees, representatives, servants, volunteers and agents, (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
 - (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise

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from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

(i) Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County Department of Transportation. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

Surplus Lines Policies

If any policy procured or offered to comply with the insurance requirements herein is a surplus lines policy, the County, at its option, reserves the right to require proof of the attempts to place such coverage with admitted insurers. Such proof may consist of an affidavit from the contractor's agent and/or broker identifying the admitted insurers with which such agent/broker attempted to place the coverage at issue. In lieu of this affidavit, the contractor or its agent/broker may submit copies of the specific correspondence wherein such admitted insurers declined to accept the risk and/or offer the required coverage.

In addition, any surplus lines policy offered in satisfaction of any insurance requirements herein must otherwise comply in all particulars with such requirements. Such policy may not include language, provisions or endorsements that, in the opinion of County staff or the County's Risk Manager, reduce, detract from, minimize, undermine or otherwise negatively impact the protections and coverage intended and sought by these insurance requirements.

(iii) Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The 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, endorsements and declaration page shall be furnished at or prior to the time this Contract is submitted to Owner for execution, and must be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.

All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

Section 103.09 CONSTRUCTION ADMINISTRATION

A. **Preconstruction Conference**

The Engineer will schedule the preconstruction conference with the Contractor, Subcontractor, GDOT Project Manager, Representatives from utility and railroads, OMR Testing Management Operations Supervisor, and other interested parties to the project.

B. **Qualified Products List (QPL)**

The Contractor must use suppliers on the QPL and the Contractor must notify the QPL suppliers that they are supplying material for a GDOT project.

C. **Materials Testing**

The Departments will conduct the materials testing in accordance with 23CFR637 and GDOT's Sampling Testing and Inspection Manual. The Contractor must perform mixture acceptance testing at the asphalt plant per the GDOT QPL process and notify the Office of Materials of the start of paving 30 calendar days prior.

SECTION 104 SCOPE OF WORK

Section 104.05 MAINTENANCE DURING CONSTRUCTION

A. Contractor Maintenance

Delete paragraph 2 in its entirety and replace with:

The contractor shall not allow vegetative growth at any time to obstruct signs, delineation, traffic movements, or sight distance. The Contractor shall, once per month and as directed by the Engineer, clean up and remove litter and debris; mow medians, shoulders and slopes; remove all

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weeds and debris from concrete medians, around guard rail, barrier, poles, standards, utility facilities and other structures; and cut or trim trees and bushes. These requirements shall apply to all areas within the project termini and lateral limits.

Retain the remaining paragraphs and add the following:

All areas within the limits of the Project which are determined by the **Engineer** to be damaged, due either directly or indirectly to project construction, shall be cleaned up, redressed, and grassed. All surplus materials shall be removed and disposed of in accordance of the current Specifications and/or permits.

In the prosecution of the Work, if it becomes necessary to remove any existing signs, markers, guardrail, etc. not covered by a specific pay item, they shall be removed, stored, and reinstalled, when directed by the **Engineer**, to line and grade, and in the same condition as when removed.

F. Delays to Traffic

Retain in its entirety and add the following:

Temporary detours and lane closures will not be allowed during the peak traffic periods shown below. These restrictions shown below may be further modified in Section 150:

Monday through Friday – 6:00 a.m. through 9:00 a.m.
Monday through Friday – 4:00 p.m. through 7:00 p.m.
And Sunday – 6:00 a.m. to 1:00 p.m.

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

SECTION 105 **CONTROL OF WORK**

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

Section 105.01 **AUTHORITY OF THE ENGINEER**

Retain in its entirety and add the following paragraphs:

Neither Engineer’s authority to act under this Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to **Contractor**, and subcontractor, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the work.

Whenever in the Contract Documents the terms “as ordered,” “as directed,” “as required,” “as allowed,” or terms of like effect or import are used, or the adjective “reasonable,” “suitable,” “acceptable,” “proper,” or “unsatisfactory,” or adjectives of the like effort or import are used to describe requirement, direction, review, or judgment of Engineer as to the work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating

otherwise). The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct performance of the work.

Engineer will not be responsible for **Contractor's** means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for **Contractor's** failure to perform the work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of **Contractor** or of any subcontractors, or of the agents or employees of any **Contractor** or subcontractor, or of any other persons at the site or otherwise performing any of the work. At no time shall any direction of the Engineer to the **Contractor** incur any additional liability for the **County**, it being expressly understood that any additional expense incurred by the **Contractor** as a result of work performed at the direction of the Engineer must be approved in writing by Change Order or Supplemental Agreement before the **Contractor** shall be entitled to any additional compensation.

Any notice to any **Contractor** from the **County** relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said **Contractor** at his last given address, sent by electronic mail, or delivered in person to the said **Contractor** or his authorized representative on the work.

Section 105.02 PLANS AND WORKING DRAWINGS

Retain in its entirety and add the following paragraphs:

The **Contractor** shall submit promptly to the Engineer six (6) copies of each shop or setting drawing prepared in accordance with the schedule. After examination of such drawings by the Engineer and the return thereof, the **Contractor** shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with four corrected copies. If requested by the Engineer, the **Contractor** must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the **Contractor** shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications at the time he furnishes such drawings.”

SECTION 106 CONTROL OF MATERIALS

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

Section 106.01 SOURCE OF SUPPLY AND QUANTITY OF MATERIALS

Retain in its entirety and add the following paragraphs:

No materials or supplies for the work shall be purchased by the **Contractor** or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The **Contractor** warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

All materials used in the work including equipment shall be new and unused materials of a reputable manufacturer conforming to the applicable requirements of the Specifications, and no

materials shall be used in the work until they have been approved by the Engineer. The **Contractor** shall furnish all materials necessary except as otherwise noted or specified.

SECTION 107 **LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

Section 107.07 **PUBLIC CONVENIENCE AND SAFETY**

Retain and add the following:

The Contractor shall maintain existing pedestrian access at all times.

Section 107.13 **PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

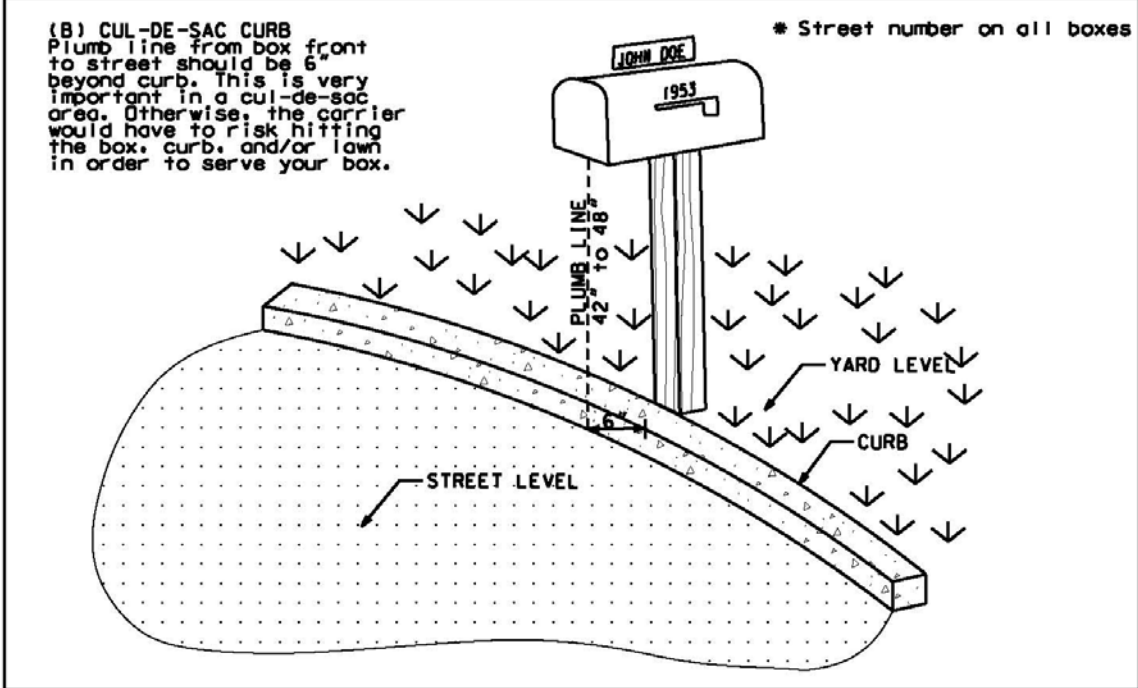
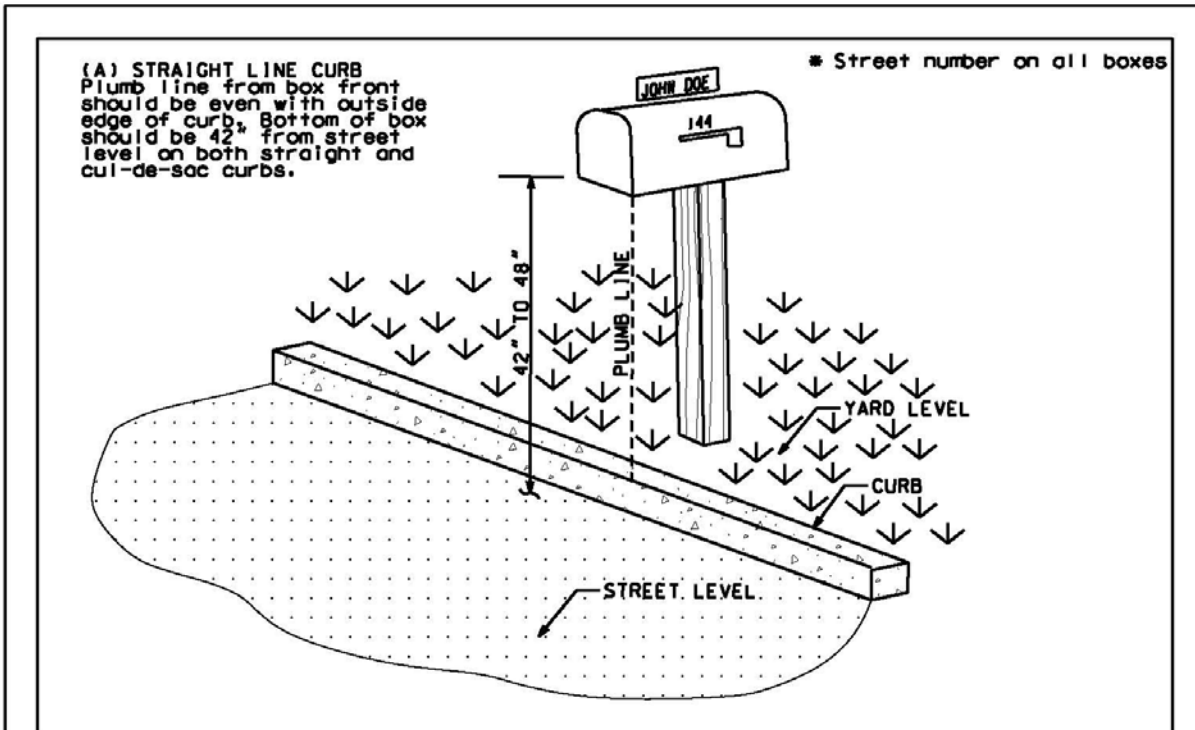
Delete the 4th and 5th paragraphs of subparagraph A and substitute the following:

The **Contractor** shall allow the Cobb County Archaeologist access to the construction site at all times in a manner so as not to interfere with the prosecution of the work under this contract. The **Contractor** is further required to notify the Engineer of any historical, archaeological and/or other items of value and to place these items under the custody of the Engineer. In the event that the **Contractor** uncovers any item that is described above, the **Contractor** shall not excavate these items but shall notify the Engineer of these finds. The Engineer will then immediately notify the Cobb County Archaeologist who will then have total and free access to this find for 48 hours. The County Archaeologist will make every effort so as not to disrupt or interfere with the prosecution of the work under this Contract. In the event delays are unavoidable to the work under the Contract, the **Contractor** shall have the right to request for a time extension only for the delay caused by the Archaeologist after the initial 48-hour period.

Delete subparagraph F in its entirety and substitute the following:

The **Contractor** shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron during the entire time of construction. It may be necessary for the **Contractor** to confer with the Post Office serving the area. The U.S. Postal Service has provided guidelines for the final placement of mailboxes as shown in the following figures. As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the **Contractor** shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the **Contractor** will remain the responsibility of the **Contractor**, all damaged posts and/or mailboxes shall be replaced and installed by the **Contractor** as his expense, excluding mailbox enclosures of masonry construction.

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



**U. S. POSTAL SERVICE
MAILBOX GUIDELINES**

The carrier can best serve/approach your box when it is positioned to the right of your driveway (when facing house), unless there is a cement drain on that side or, of course, if you live on a corner and your box and driveway are not on the same street. CAUTION: Be careful not to dig into telephone or power lines when erecting mail box.



| |
|---|
| DRAWN BY: BOB SMITH DATE: MARCH 11, 2013 |
| CHECKED BY: BOB GALANTE DATE: MARCH 11, 2013 |
| SCALE: NONE |
| COBB COUNTY DEPARTMENT OF TRANSPORTATION Engineering Division 1890 County Services Parkway Marietta Ga. 30008 |

Section 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Retain in its entirety and add the following paragraph:

Contractor shall indemnify and hold harmless **Federal Highway Administration – Eastern Federal Lands Highway Division, United States Department of the Interior National Parks Services, Georgia Department of Transportation, Cobb County, Georgia, Cobb County-Marietta Water Authority and the City of Marietta, Georgia**, their agents, employees, successors, and assigns from and against all loss, costs, damage, claims, suits, and judgments, including attorneys’ fees, arising out of or resulting from the performance or non-performance of the work. **Contractor’s** duty to indemnify applies in connection with, but is not limited to, injury to or death of any person or persons, loss of or damage to property caused by or in any way connected with **Contractor’s** performance or non-performance of the work, whether such injury, death, loss, or damage results from any cause whatsoever. The **Contractor’s** duty to indemnify shall extend to all claims, damage, loss, or expense caused in whole or in part by any act or omission of the **Contractor**, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The **Contractor’s** duty to indemnify in connection with the performance or non-performance of its work as outlined and defined in this clause shall also extend to property owners on whose respective properties the **Contractor** undertakes construction as specified in the contract documents. The **Contractor’s** duty to indemnify any such property owner shall terminate at such time as the **Contractor** completes construction on or adjacent to the property owner’s respective property involved in the subject property. The duty of the **Contractor** to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder.

Section 107.20 NO WAIVER OF LEGAL RIGHTS AND 12-MONTH GUARANTEE

Retain in its entirety and add the following:

The **Contractor** shall guarantee the work accomplished under this Contract for a period of twelve (12) months from the date of final acceptance. The **Contractor** shall remedy, at his own expense, and without additional cost to the **County**, all defects arising from either workmanship or materials, as determined by the Engineer. The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear during the twelve (12) months.

All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the **County**, at the **Contractor’s** expense. This guarantee does not apply to manufacturing defects of equipment furnished by the **County**.

Section 107.21 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

Add the following:

- L. The following provisions shall apply for existing utilities and structures:

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Project No. X2404

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1. The owner and/or operators of private or public utilities shall have access to such utilities at all times for the installation, maintenance, adjustment, repair, and operation of said utilities. No extra compensation will be allowed because of the delay or interference caused by such work.
2. The plans show the approximate location of certain underground utilities, gas mains, water lines, drains, telephone cables, and structures according to information presented and available in the records. The determination of the exact location and other data on all existing facilities, their proper protection, maintenance and support during the prosecution of the work, is the express responsibility of the **Contractor**. The utilities shown on the plans are for the **Contractor's** benefit and are to be considered as approximate in location and are not all inclusive or exact. It is the **Contractor's** responsibility to contact all utilities and have them locate their lines in the field. The Contractor shall fully comply with the Georgia Utility Facility Act- OCGA 25-9-1, and the Georgia Overhead Law OCGA 46-3-30.
3. Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the **Contractor** shall promptly notify the Engineer for resolution of the conflict.
4. Temporary support, beams or bridging for utilities shall be left in place during backfill operations unless otherwise directed by the Engineer.
5. All costs in connection with supporting, protecting, relocating, removal, repair of damage, restoration of other ground structures, whether or not they are shown on the plans, not borne by the owner or owners of the utilities shall be borne by the **Contractor**.

No separate payment will be made for any work performed as herein above specified unless otherwise stated in the proposal as a separate payment item. All costs in connection therewith shall be included in the contract price for the item to which the work pertains.

6. The **Contractor** shall be solely and directly responsible to the owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims or any character brought on account of any damages which may result from the carrying out of the work.
- M. In the event of conflicts between utilities **and the Work**, the following will apply:
1. It will be the **Contractor's** responsibility to conform to all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the Project.
 2. The **Contractor** will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his work.
 3. It shall be the responsibility of the **Contractor** to coordinate his work with any work to be performed by others in any right-of-way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay.
 4. Information concerning utility facilities known to exist within the Project limits is shown on the contract drawings.

5. Utility adjustment schedules shall be used by Contractor in creating a schedule that is feasible and incorporates sufficient time to minimize conflicts.
- N. "Prior to any person/entity performing any exercising procedure or operation on any portion of Cobb County's water distribution system (including valves, hydrants, and other appurtenances), approval from the appropriate Project Inspector or Project Engineer of the Cobb County Water System ("CCWS") must be obtained. In requesting approval, the person/entity must provide Contractor identification, date of exercising or operation, anticipated duration of outage, geographical limits of outage, identification of system part to be exercised or operated, and any other information requested by the CCWS. If there is an emergency and prior approval cannot be obtained, notification of any system exercising or operation shall be reported to the appropriate Project Inspector or Engineer and/or the CCWS Dispatch/Emergency Office within 24 hours after the exercising or operation of any system part and the same information regarding the Contractor, outage, and system part identification shall be provided. Upon conclusion of the work and after service has been fully restored, the person/entity shall notify his/her initial contact, i.e., either the Project Inspector or Engineer of the CCWS Dispatch/Emergency Office, and confirm that all affected system parts have been fully and correctly repositioned. Unauthorized or negligent exercising, operation and/or repositioning of the CCWS water distribution system valves, hydrants, or other appurtenances are expressly prohibited and may subject person/entity to civil and/or criminal penalties.

If any Cobb County Water System work is involved on this project, only contractors or sub-contractors who have been prequalified with Cobb County Water System are allowed to perform water and sewer relocation work associated with this project. Bidders or their water/sewer subcontractor are required to have a State of Georgia Utility Contractor License. The Owner reserves the right to deduct the manhole and valve adjustment work from the contract work if the Owner determines the bid unit prices for the manhole and valve adjustment items are not in the best interest of the Owner.

In the event any of Cobb County Water System's utilities are damaged during the course of construction by the Contractor or its subcontractors, it shall be the Contractor's responsibility to have the appropriate repair materials onsite and respond within two hours to make the necessary repairs. In the event the Contractor cannot respond within the timeframe or is judged by the Water System to not have the necessary capabilities or qualifications to repair the damage, the Water System will make the necessary repairs to restore service, and the cost for such repairs will be billed to the Contractor. The repair cost billed to the Contractors will (1) be at the actual cost incurred by the DOT if it uses one of its prequalified contractors to make the repair, plus administrative costs, or (2) include all labor, material, and equipments cost plus a \$1,200.00 priority fee if DOT makes the repairs with its own forces. Labor cost shall include all salary costs, payroll taxes, benefits, and administrative burdens.

Section 107.23 ENVIRONMENTAL CONSIDERATIONS

A. CONSTRUCTION

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

C. ENVIRONMENTAL CLEARANCE OF LOCAL MATERIAL OR DISPOSAL SITES

Retain in its entirety and add:

Before any excess material is transported off site and deposited at any location, the **Contractor** shall receive a copy and confirm that any and all required State, Federal, and local permits have been obtained. This will require a submittal through the Cobb County Department of Transportation. The **Contractor** shall provide verification to the Engineer of proper approvals and compliance with this Section. If the **Contractor** is found to be in violation of this Section by the **County** or other approving authority, the **Contractor** shall be liable and responsible for any and all costs associated with remedies for the **Contractor** to gain compliance with this Section. Written agreements with the property owners shall be provided indicating that permission has been granted to the **Contractor** to use the property as intended.”

H. PROTECTION OF FEDERAL AND STATE PROTECTED SPECIES

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

Section 107.24 CLOSING OF ROADWAYS WITHOUT ON-SITE DETOURS

Delete Paragraph 3 and modify Paragraph 1 and 2 to read:

When existing roadways are to be closed to through traffic and on-site detours are not provided, the Contractor shall submit a written notice to the Engineer for approval 21 days prior to closure of the existing roadways.

After receiving approval from the Engineer for the closure, the Contractor shall install signs at each closure site, in accordance with the MUTCD, to inform the travelling public of the proposed closure, including the date of the closure. The sign shall be placed 14 days prior to the closure, at the direction of the Engineer.

SECTION 108 PROSECUTION AND PROGRESS

Section 108.03 PROSECUTION AND PROGRESS

Delete in its entirety and substitute the following:

REQUIRED FOR ALL PROJECTS:

The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with the Plans and Specifications within the time set forth in the Proposal. Unless otherwise required by the Engineer, each operation shall begin as soon after the Contract is awarded as conditions will permit. Each class of work will be expected to continue from the date it is begun until it is completed.

REQUIRED FOR ALL PROJECTS EXCEPT RESURFACING PROJECTS:

After the Notice to Proceed has been issued, the Contractor shall have a maximum of ten (10) calendar days to submit a Progress Schedule. The schedule shall, as a minimum, include the following:

1. Chart in the format of an S-curve with time shown horizontal and money shown vertical.
2. Start date and completion date for all major activities in a bar chart format as a part of the S-curve chart.
3. Milestone dates, such as road closures and openings; interim and overall completion date(s).

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4. Anticipated monthly payments to the Contractor.
5. Sufficient details to ensure realistic planning and scheduling.
6. The Bar Chart portion of the Progress Schedule shall depict the order, sequence and interdependence of all major activities to be performed by the Contractor and sub-contractor(s).
7. Configured to allow for immediate and straightforward review for acceptability.

The contractor may submit a critical path method (CPM) schedule in lieu of the required S-curve bar chart schedule. Any submission of a CPM schedule shall include a bar chart schedule with sufficient details to allow the Engineer to review and evaluate the adequacy of the proposed CPM schedule.

The Progress Schedule shall indicate any proposed weekend and holiday work by the contractor or subcontractor(s). The decision to work on weekends and holidays is solely the decision of the contractor. No additional compensation will be paid for work performed on nights, weekends and holidays.

The Engineer shall be the authority for determining the acceptability of the Progress Schedule. The selection and number of activities shall be subject to the Engineer's approval. The Engineer's decision shall be final.

Approval of the Progress Schedule shall not be construed to imply approval of any particular method or sequence of construction or to relieve the Contractor of providing sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with the Plans, Specifications, and Special Provisions within the time set forth in the Proposal. Contract Time as shown in the Proposal is the allowable time. The Contractor's proposed Progress Schedule may indicate a completion date in advance of the Contract Specified Completion Date; however, the Department will not be liable in any way for the Contractor's failure to complete the project prior to the Contract Specified Completion Date.

At least 48 hours before commencing The Work, the Contractor shall notify the Engineer of his intention to begin so that proper inspection may be provided. Should the prosecution of The Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

If the Contractor's operations are materially affected by changes in the Plans or in the amount of work, or if he has failed to comply with the approved schedule, the Contractor shall submit a revised Progress Schedule, if requested by the Engineer, which schedule shall show how he proposes to prosecute the balance of The Work. The Contractor shall submit the revised Progress Schedule within 10 days after the date of the request. The Contractor shall incorporate into every Progress Schedule submitted, any contract requirements regarding the order of performance of portions of The Work.

No payments will be made to the Contractor while he is delinquent in the submission of a Progress Schedule or a revised Progress Schedule.

REQUIRED FOR RESURFACING PROJECTS ONLY:

A Progress Schedule will not be required. The Contractor will be required to submit a proposed plan for the order that the roads will be resurfaced, the number of paving crews to be utilized to accomplish the work, and the anticipated monthly payment that will be due at the end of each

month's activities. This information shall be submitted within ten (10) calendar days after receipt of the Notice to Proceed.

Section 108.04 LIMITATION OF OPERATIONS

Retain as written and add the following:

No work will be allowed that produces loud or unusual noises on any County project between the hours of 9:00 PM and 7:00 AM Monday through Saturday, and 9:00 PM to 11:00 AM on Sunday, unless specifically authorized by the County. Any work performed during these hours shall result in the assessment of Non-Refundable Deduction at the rate of \$500.00/hr or portion of an hour. These damages are in addition to any other specified damages as per Section 108.08, Failure or Delay in Completing Work on Time, or otherwise stated elsewhere in the Contract Documents.

Section 108.08 FAILURE OR DELAY IN COMPLETING WORK ON TIME

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 109 MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

A. GENERAL:

Retain subsection in its entirety and add the following:

The **County** will make payment to the **Contractor** within a reasonable period of time after receipt of the payment application; but may withhold payment if the **County** determines there is unsatisfactory job progress, defective work, disputed work, actual or potential third party claims, failure to make timely payments for labor or materials, damage to other entities connected with the project, or reasonable evidence that the contract cannot be completed for the balance of the contract price.

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than ten (10) calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause, and with prior written approval from the County. If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract. All subcontract agreements shall contain this requirement.

The County, at its discretion, may require the Contractor to provide evidence of payment and/or notarized statements of conformance to Subcontractors in conformance with this section as a condition of payment of pending invoices.

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Contractor shall submit with application for payment one set of six 8" x 10" color print photographs and digital copies showing diversified overall views of the current work in progress from separate locations within the construction limits. Efforts should be made to take photographs from the same or similar positions each month, if possible, in order to demonstrate progress being made for the entire limits of the Work. On the back of each print show project name and number, location, and date taken. Digital copies shall be provided to the Contract Administrator either on disk or via email. These prints will be used to show progress to the **County**. No separate payment shall be made for this item and all costs will be included in other items. Progress payments may not be made until photographs have been received by the **County**.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the following:

Upon completion of the Work, including all punchlist items, the **Contractor** will submit a Final Invoice to the **County** for approval by the Department. The **County** will reimburse all approved final quantities, less all previous partial estimates paid, or in the process of payment.

Final Payment shall not be made until the **Contractor** furnishes to the **County** a sworn affidavit to the effect that all bills are paid and no suits and/or liens are pending in connection with the work done or labor and materials furnished under this Contract. Upon receipt of all required contract documentation, the Engineer will notify the **Contractor**, in writing, that the work has been finished to his satisfaction, and that the warranty period will commence.

Should the **Contractor** fail to submit a Final Invoice to the **County** within 30 days of the **County's** written request, the Engineer will prepare a Final Statement of quantities for the work performed and transmit this Final Statement to the **Contractor** for further action. The **Contractor** will be afforded 20 days in which to review the Final Statement of quantities, and to respond to the Engineer in writing, of any disputes. After the expiration of the 20 days, should the contractor fail to respond, the **Engineer** will certify to the **County** the Final Statement of quantities and money shown are correct, due and payable.

The **County** shall provide the **Contractor** with a Standard Release Form, showing the total amount of money due to the **Contractor**. Upon receipt of the executed Release Form, the **County** shall make payment jointly to the **Contractor** and **Surety**. The Final Statement of quantities, executed release form, and final payment shall be evidence that the County fulfilled the terms of the Contract, and that the Contractor has fulfilled the terms of the Contract except as may be set forth in his Contract Bond.

The Standard Release Form is to be executed by the **Contractor** within 120 days of receipt. Should the **Contractor** fail to execute the Standard Release Form because of disputes with the final payment offered, or because he believes he has claims of additional compensation under the Contract, the **Contractor** shall, within 120 days of receipt of the Standard Release Form, enter suit in the proper court for adjudication of his claim. Should the **Contractor** fail to enter suit within the aforesaid 120 days, then by agreement hereby stipulated, he is forever barred and stopped from any recovery or claim whatsoever under the terms of this Contract. Should the **Contractor** fail to execute the Standard Release Form or file suit within 120 days after date of delivery, the Surety on the Contractor's Bond is hereby constituted the attorney-in-fact of the Contractor for the purpose of executing such final releases as may be required by the **County**, and for the purpose of receiving Final Payment under this Contract.

The **Contractor** agrees that acceptance of this Final Payment shall be in full and final settlement of all claims arising against the **County** for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement and shall release the **County** claims from any and all further claims of whatever nature, whether know or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

SECTION 149 **CONSTRUCTION LAYOUT**

Section 149.1 **General Description**

- Add to:** This work includes:
- Maintain project record drawings and prepare final As-Built Plans for project.

Section 149.3.05 **Construction**

Subsection K. Provide Bridge Construction Layout

Delete Subsection Paragraphs 2 and 3.

Add Subsection L. As-Built Plans

Upon completion of the Project's construction, the Contractor will provide the County with the As-Built plan set. Contractor must coordinate and provide all As-Built drawings to Cobb County Department of Transportation prior to acceptance of the project. As-Built to be submitted electronically in PDF format.

As-Built Plans shall reflect red-line mark-ups in legible detail of the following items that may be applicable:

- Alignment and grade changes
- Drainage changes, such as location, flow line, structure size, etc.
- Surface changes, such as ditch paving, underdrain pipe, curbs, sidewalks, etc.
- Alternate construction method or item if different from original plans
- Bridge changes, such as footing elevations, footing types
- Changes in guardrail location
- Typical section changes
- Major quantity changes

SECTION 150 **TRAFFIC CONTROL**

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

Section 150.2.09 **PORTABLE CHANGEABLE MESSAGE SIGN**

Retain in its entirety and add the following:

Signs are required to be onsite a minimum of 24 hours, and a maximum of 72 hours prior to the commencement of any resurfacing related activity.

Section 150.3.01 GENERAL

C. Traffic Interruption Restrictions

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

G. Milled Surface Restrictions

Delete and replace with the following:

A milled surface shall not exceed 1 ½ miles in length at any time. Any length greater than 1 ½ miles must be phased for milling purposes.

A milled surface on any asphaltic concrete surface shall not be allowed to remain open to traffic for a period of time that exceeds fourteen (14) calendar days.

SECTION 153 FIELD ENGINEER'S OFFICE

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 156 GPS SPECIFICATIONS FOR CONVEYANCE STRUCTURES GIS MAPPING

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 161 CONTROL OF SOIL EROSION AND SEDIMENTATION

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 163 MISCELLANEOUS EROSION CONTROL ITEMS

Delete in its entirety and substitute the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 165 MAINTENANCE OF TEMPORARY EROSION AND SEDIMENTATION CONTROL DEVICES

Delete in its entirety and substitute the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 167 WATER QUALITY MONITORING

Delete in its entirety and substitute the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 171 SILT FENCE

Delete in its entirety and substitute the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 201 CLEARING AND GRUBBING RIGHT OF WAY

Delete Subsection 201.3.05.E.3 and substitute the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 400 HOT MIX ASPHALTIC CONCRETE CONSTRUCTION- ON-SYSTEM

400.3.06 QUALITY ACCEPTANCE

Retain Subsection C in its entirety and add the following:

Pavement Smoothness Target Requirements

| Construction Description | Smoothness Index |
|---|------------------|
| All new construction and widening on County thoroughfares | 1400 |
| All resurfacing on County thoroughfares | 1200 |

PAVEMENT SMOOTHNESS CORRECTIVE WORK REQUIREMENTS

| Construction Description | Smoothness Index |
|---|------------------|
| All new construction and widening on County thoroughfares | 1525 |
| All resurfacing on County thoroughfares | 1325 |

SECTION 402 HOT MIX RECYCLED ASPHALTIC CONCRETE

Section 402.2 Materials

A RAP Material Composition

1. RAP Percentage

Delete in its entirety and replace with the following:

For non-interstate projects, limit the percentage of RAP allowed in recycled mixes so that the overall amount of alluvial gravel does not exceed 5 percent of the total mix. The alluvial gravel, local sand, and Group I material in the RAP will be determined through petrographic analysis or available records.

RAP furnished to the Contractor but not used in the work remains the Contractor's property.

Topping (9.5 MM)

RAP used in the recycled mixtures for mainline or ramps (if applicable) may take up from 0 to 20 percent of the mixture depending on the amount of RAP available, the production facilities, and whether the mixture meets the requirements in Section 828.

The maximum ratio of RAP material in the recycled mixture is 20 percent for continuous mix type plants and 20 percent for both type plants.

Patching, Leveling, and Widening

RAP used in the recycled mixtures for mainline or ramps (if applicable) may take up from 0 to 40 percent of the mixture depending on the amount of RAP available, the production facilities, and whether the mixture meets the requirements in Section 828.

The maximum ratio of RAP material in the recycled mixture is 40 percent for continuous mix type plants and 40 percent for both type plants.

SECTION 441 MISCELLANEOUS CONCRETE

Section 441.2 MATERIALS

Insert after second paragraph:

Dry-shake dust color hardener for median stamped concrete shall be as manufactured by Lambert Corporation, 20 N. Coburn Avenue, Orlando, Florida, 32805, Phone (800) 432-4746, under the name COLORBRITE, or approved equal. The specified color shall be "Tile Red", Unless otherwise specified in writing by Engineer.

The manufacturer shall guarantee that his product is free of iron, silica, quartz, sand, or other fillers, and the slip resistant abrasive material contained in the product shall be aggregate with a high rate of hardness. The dry-shake product shall be factory mixed, and delivered to the job site in watertight pails. Coverage shall be at the rate of 80 lbs. per 100 square feet.

Pigmented sealer/curing compound for colored stamped median concrete surface shall be as manufactured by Lambert Corporation, 20 N. Coburn Avenue, Orlando, Florida 32805, Phone (800) 432-4746, under the name COLORGARD, or approved equal. The color shall match the dry-shake dust color hardener of "Tile Red" unless otherwise specified in writing by Engineer.

Section 441.3 CONSTRUCTION

Add the following paragraph:

"H. The intent of the contract is to utilize crack control joints in all curb and gutter items with a maximum spacing of twenty (20) feet. Cracks observed in any work which are located less than three (3) feet from a crack control joint shall be reason for removal and replacement of the section of curb and gutter and all concrete flat work as directed by the Engineer at no additional cost to the **County**. Any cracks other than control cracks observed in any concrete work greater than 1/8" in width shall be corrected as directed by the Engineer and may include removal and replacement at no additional cost to the **County**. All cracks observed to be 1/8" or less in width shall be corrected as directed by the Engineer at no additional cost to the **County**."

- I. Existing pavement adjacent to new curb or new curb and gutter shall be saw cut on a neat line at the inside edge of the new curb and gutter. Care shall be taken to prevent any damage to the existing pavement and any damage shall be patched to the satisfaction of the Engineer as soon as practical.

Section 441.3.05.C.2.c.4 For Colored Stamped Concrete Medians

Insert the following:

INSTALLATION

- a) Apply dry-shake dust in strict accordance with manufacturer's printed instructions.

Concrete substrate: Concrete batch control should be uniform with water content at a minimum. Slump shall not exceed 4 inches. Concrete substrate should contain a minimum of 5 ½ sacks of cement per cubic yard. After placing, concrete should be vibrated and then floated to an even surface which corresponds to the finish grade. When concrete is placed during hot and windy weather, precautions should be taken to prevent discoloration and cracking resulting from rapid surface drying.

Precaution: Do not apply over concrete containing admixtures such as calcium chloride.

Dry-shake application: When the concrete substrate has reached the point where no excess moisture shows at the surface and the surface will properly hold the aggregate, dry-shake dust shall be applied in two coats evenly to the surface by the broadcast/shake-on method. Water must not be added to the surface during application or finishing. The moisture must come from the substrate in order to insure adequate bond and density. The first application should consume 50% - 60% of the dry-shake dust total poundage, with the balance held for the second application and final touch-up. A wooden float is recommended for hand floating. Do not trowel dry-shake dust between the first and second application. The second application is then applied evenly and the surface floated and trowelled. Retain a small quantity for touching up non-uniform, weak-toned areas. Proper concrete finishing practices should be used to achieve a uniform surface color.

Apply cure/seal in strict accordance with manufacturer's printed instructions. This shall include a minimum of two (2) applications. The first application (curing application) shall be applied after setting of concrete and after evaporation of the surface water which will allow penetration. The second application (sealing application) shall be applied after 28 days of curing. Additional applications may be required prior to final acceptance if color of stamped concrete is inconsistent or has begun to fade.

The curing and sealing application shall be applied at a MAXIMUM rate of 200 square feet per gallon. The cure/seal shall be applied with a Hudson-type sprayer, paint brush, or paint roller."

STAMPING

STAMPING TOOL -- Concrete stamping tool shall be as manufactured by the Symons Corporation, or approved equal. The pattern shall be "Cobblestone."

STAMPING – Concrete stamping shall be accomplished with the use of plastic sheeting material which is 1 Mil in thickness. Stretch the plastic sheet over as wide an area as possible taking care to smooth out all of the wrinkles. Using a reference line, begin placing the stamping tools along the reference line moving in any convenient direction. If the first placement is against one side of

the form, place the open side of the tool against the form. Proper pre-planning and placement of the reference line should enable the work to be completed evenly and expeditiously with a minimum of handwork.

At the optimum degree of set for stamping, great force should not be necessary to drive the concrete stamp into the wet concrete. When using the plastic stamping tools, it should not be necessary to use a mallet or dead-blow hammer heavier than 3 lbs. Since time is of utmost importance in stamping, stamping should begin at the appropriate time and proceed without delay. Handwork, where required, should also commence as soon as possible. When the stamping is completed, remove the plastic sheet from the surface of the concrete. Inspect the work for areas which require deepening of the impression, extension of the lines, and any imperfections that may require correction. This step is performed using the chisel-type hand tools, which are a companion item to the main stamping tool.

As the surface of the concrete becomes firm, small lines and marks may be brushed out with a fine bristled brush using light sweeping strokes. When all the touch up is completed, the color wax sealer/curing compound shall be applied.

SECTION 550 **STORM DRAIN PIPE, PIPE ARCH CULVERTS, AND SIDE DRAIN PIPE**

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 603 **RIP RAP**

Retain and add the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 611 **RELAYING, RECONSTRUCTING, OR ADJUSTING TO GRADE OF MISCELLANEOUS ROADWAY STRUCTURES**

Retain and add the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 634 **MONUMENTS AND ROAD MARKERS**

Section 634.01 **DESCRIPTION:**

Retain and add the following:

The **Contractor** shall be responsible for monumentation upon completion of the project and prior to the acceptance by the **County**.

Monumentation shall be in accordance with the provisions of this Section, except as modified below:

Concrete right-of-way markers shall be placed at each P.C., P.T., right-of-way break and at additional points as shown on the right-of-way plans. If right-of-way markers fall within a paved area, the following shall apply: if within an asphalt drive, an iron pin of #4 (1/2") or larger by minimum length of 18" shall be set in lieu of a concrete right-of-way marker; if within a concrete

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drive, a brass disk 3" in diameter shall be set in the concrete by appropriate methods including but not limited to drilling and using a fast-setting epoxy to grout the disk in. The disk should be stamped "Cobb County DOT" with the appropriate station and distance. After completion of the monumentation a set of right-of-way plans must be sealed and certified by a Georgia Registered Land Surveyor as to the work being performed under his/her supervision and that the placement of the monuments has been field verified, and meets minimum technical standards as specified by Georgia law. Payment for monumentation will be granted upon receipt of signed and sealed right-of-way plans by Cobb County engineering personnel and acceptance of monumentation by the Engineer.

Iron pins consisting of #4 rebar, minimum length of 18 inches, shall be replaced at the front corners of existing right-of-way for parcels in which temporary and permanent easements have been acquired. (Temporary and permanent easements are construction, drainage, and any other easement necessary for the construction of the project.) Stake-out data for the iron pins shall consist of stations and offsets indicated on the right-of-way plans for the project. Payment will be under 634-1201 Right of Way, Property Line Iron Pin, per each.

All permanent Cobb DOT horizontal and vertical control monuments that are located within the construction limits or in conflict with a required utility relocation shall be reset in an area that is mutually agreed upon by the Contractor, utility owners, and the Engineer. Prior to any construction, including utility work, which will impact a monument, a new monument will be set and established and accepted by Survey or Engineering personnel from Cobb County DOT.

Specifications for resetting the control monuments shall be in accordance with "Standards and Specifications for Geodetic Control Networks" as published at the National Geodetic Information Branch, NOAA, Rockville, MD 20852. Equipment specifications and procedures necessary in order to obtain the required class and order are also included in this manual. Monuments shall be reset equal to the class and order of existing monuments as identified by Cobb County.

Section 634.2 MATERIALS

Retain and add the following:

Control monuments shall be concrete with a brass disk in the top. If monuments to be reset are NGS or USC & GS monuments, reset monuments shall be in accordance with NGS Standards as regards to material, depth, size, etc.

Concrete control monuments for replacement of Cobb DOT control monuments shall be four (4) feet in depth and at least twelve (12) inches in diameter unless conditions dictate otherwise. Deviation from this length shall be approved by the Engineer. A No. 4 rebar shall be set in the concrete or in lieu of a rebar and brass disk, an aluminum magnetic cap may be used.

Section 634.3.05 CONSTRUCTION

Retain and add the following:

A certified copy of field notes, computer printouts including all raw data collector files, raw files, and adjusted coordinate files, traverse and level closures (raw and adjusted), data disk and level peg, tribrach and instrument adjustments shall be provided to the County as records for compliance with this provision. Traverses and level nets shall be reduced by a least squares adjustment program such as Star*Net. Scale and grid factors shall be calculated and shown on a

control monument information form provided by the County with other required information. Datum shall be shown and based on the original datum, whether horizontal or vertical.

Section 634.4 MEASUREMENT

Retain and add the following:

The quantity to be paid for under Right-of-Way/property line iron pins is the actual number completed and accepted.

Section 634.5 PAYMENT

Retain and add the following:

Right-of-way/property line iron pins completed and accepted will be paid for at the price bid per each.

Payment will be made under:

| | | |
|-----------------|--|---------------|
| 634-1201 | Right-of-Way Property Line Iron Pin | Per Ea |
|-----------------|--|---------------|

SECTION 641 GUARDRAIL

Retain and add the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 647 TRAFFIC SIGNAL INSTALLATION

Retain and add the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

Unless otherwise directed, all work performed shall be in accordance with **The Cobb County Traffic Signal Installation Specifications (SEE SECTION FIVE)**; and The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, **Current Edition, any current Supplemental Specifications modifying them, and the Special Provisions included in the Appendices. Where differences occur, The Cobb County Traffic Signal Specifications shall take precedence.**

SECTION 653 THERMOPLASTIC TRAFFIC STRIPE

Delete in its entirety and substitute the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

Section 653.03.3 Preparation

Delete in its entirety and substitute the following:

For asphaltic concrete pavement, placement of thermoplastic striping may commence no sooner than a minimum of 15 calendar days after completion of the final surface course of each road, and must be completed within 45 calendar days following completion of the final surface course of each road. The contractor will be charged a non-refundable deduction of \$1,000.00 per day, per road, until the thermoplastic striping is complete for each road, beginning on day 45 following completion of the final surface course.

SECTION 668 **MISCELLANEOUS DRAINAGE STRUCTURES**

Retain and add the following:

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

SECTION 670 **WATER DISTRIBUTION SYSTEM**

(ATTACHED IN SPECIAL PROVISIONS / SUPPLEMENTAL SPECIFICATIONS)

Add the following:

“The Work under this Section will be constructed in accordance with the Cobb County Water System Standard Details and Water Specifications. The administration of water and sewer facilities must be kept completely separate from that of the roadway, since this work is to be reimbursed by Cobb County Water System funds. This is specifically applicable to quantities, cost estimates, and construction conditions found different. The general **Contractor** shall show all items relating to the Cobb County Water System work separately on all letters, pay requests, and other project documents. All costs relating to work for the Cobb County Water System are to be included in the appropriate item of work.”

SEE SECTION FOUR – COBB COUNTY WATER SYSTEM SPECIFICATIONS

SECTION 687 **SIGNAL TIMING**

Unless otherwise directed, all work performed shall be in accordance with **The Cobb County Traffic Signal Installation Specifications (SEE SECTION FIVE)**; and The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, **Current Edition, any current Supplemental Specifications modifying them, and the Special Provisions included in the Appendices. Where differences occur, The Cobb County Traffic Signal Specifications shall take precedence.**

SECTION 925 **TRAFFIC SIGNAL EQUIPMENT**

Unless otherwise directed, all work performed shall be in accordance with **The Cobb County Traffic Signal Equipment Specifications (SEE SECTION FIVE)**; and The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, **Current Edition, any current Supplemental Specifications modifying them, and the Special Provisions included in the Appendices. Where differences occur, The Cobb County Traffic Signal Specifications shall take precedence.**

SECTION 935 **FIBER OPTIC SYSTEM**

Unless otherwise directed, all work performed shall be in accordance with **The Cobb County Traffic Signal Installation Specifications (SEE SECTION FIVE)**; and The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, **Current Edition, any current Supplemental Specifications modifying them, and the Special Provisions included in the Appendices**. Where differences occur, **The Cobb County Traffic Signal Specifications shall take precedence**.

SECTION 936 **CLOSED CIRCUIT TELEVISION (CCTV)**

Unless otherwise directed, all work performed shall be in accordance with **The Cobb County Traffic Signal Installation Specifications (SEE SECTION FIVE)**; and The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, **Current Edition, any current Supplemental Specifications modifying them, and the Special Provisions included in the Appendices**. Where differences occur, **The Cobb County Traffic Signal Specifications shall take precedence**.

SECTION 939 **COMMUNICATION AND ELECTRONIC EQUIPMENT**

Unless otherwise directed, all work performed shall be in accordance with **The Cobb County Traffic Signal Installation Specifications (SEE SECTION FIVE)**; and The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, **Current Edition, any current Supplemental Specifications modifying them, and the Special Provisions included in the Appendices**. Where differences occur, **The Cobb County Traffic Signal Specifications shall take precedence**.

SECTION 999 **MISCELLANEOUS SPECIAL PROVISIONS**

Section 999.01 **SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST)**
AND PEACH ROADS

SPLOST Signs and PEACH Road Signs

It is the **Contractor's** responsibility to erect and maintain signs relevant to **Cobb County Transportation Improvements Program Projects for the Special Purpose Local Option Sales Tax (SPLOST) and PEACH Roads program** (where applicable).

The **Cobb County Department of Transportation** will supply the **SPLOST** and **PEACH Roads** signs to the **Contractor**. **Contractor** is to coordinate with the Construction Project Engineer and Operations Division for scheduling pick-up of signs. Locations for project signs will be as directed by the Cobb County Construction Engineer.

SPLOST and PEACH Roads signs are to be installed as follows:

- On Type 7 (2-inch, 14-gauge, 2.1# per foot) steel galvanized posts
- Standard post installation depth is 2 feet
- Signs are to be installed a minimum of 7 feet above the ground
- A minimum of 2 ft. back of curb or the edge of pavement if no curb and gutter
- The **PEACH Roads** signs are to be installed directly below the **SPLOST** signs and on the same post.

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Payment will be made under:

| | | |
|----------|--|----------|
| 999-3015 | SPLOST Sign Installation, Hardware and Posts | Per Each |
| 999-3025 | PEACH Signs | Per Each |

COBB COUNTY FIRE & EMERGENCY SERVICES

**INTERNATIONAL FIRE CODE
SECTION 507.5.4 AND 507.5.5
AND
NFPA 24, Section 7.3.3**

**As Adopted By The
Official Code of Cobb County, Georgia
Section 54-54**

Rev. 2/13/19

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Randy Crider Fire Chief
Jay Westbrook Deputy Fire Chief

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 Marietta, GA 30008-4021
www.cobbfire.org



Cobb County Fire & Emergency Services
 Nicholas Dawe Fire Marshal

fmoinspections@cobbcounty.org
 phone: (770) 528-8310 • fax: (770) 528-8320

Fire Hydrant Obstruction Form

To The Resident of: _____

Date ___/___/___ Hydrant Number _____ Station _____ Shift _____ OIC ID # _____

The fire hydrant near or on your property is not visible to responding fire apparatus and/or the nearness of shrubs, plants, fences; posts, etc. prevent access to it for proper operation. In the event of fire at your residents/business, or that of your neighbor's, we want to provide the quickest, most efficient service possible. Please help us by clearing the obstruction(s), in accordance with the **International Fire Code, Section 507.5.4, and 507.5.5, and NFPA 24, Section 7.3.3** as adopted by the Official Code of Cobb County, Georgia, Section 54-54, so the hydrant can be clearly seen and all connections are accessible.

Section 507.5.4 Obstruction: Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 507.5.5 Clear space around hydrants: A 3-foot clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved.

NFPA 24, 7.3.3: The center of a hose outlet shall be not less than 18" above final grade or, where located in a hose house, 12" above the floor.

Obstruction to be cleared: _____

We will be back in this area in **15 days**. If the hydrant is still obstructed, **we will trim as needed** in accordance with the, abovementioned code. If the obstruction is something other than natural growth and you have not corrected the problem, the Fire Marshal's Office will be notified and a summons issued to you.

Thank you for helping us serve you better.

Name of Issuing Officer: _____

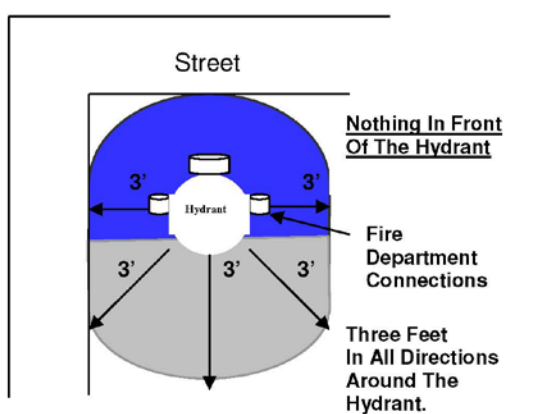


Fig 1

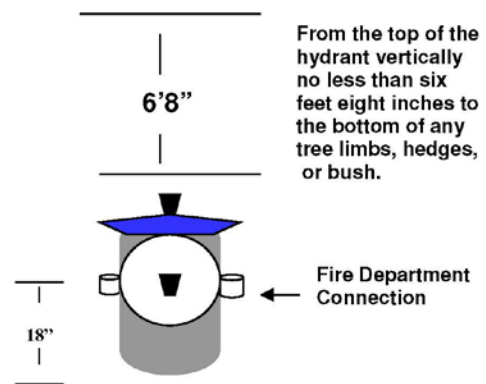


Fig 2