



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	7/15/2024
Agenda Item:	Level 1-A Pipe Lining Project Contract Award to Federal EC, LLC
Department:	Public Works
Requested By:	Chad Townsend
Reviewed/Approved by City Attorney?	Yes
Cost:	\$1,129,705.00
Funding Source if Not in Budget	Bonded Stormwater Capital Projects

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This request is to award the Level 1-A Pipe Lining Project contract to Federal EC, LLC. Work shall be completed within 180 days following Notice to Proceed.

See attached contract documents for additional information about the scope of services.

This comes with a positive recommendation from the Public Works Committee.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For
PROJECT:

**LEVEL 1-A PIPE LINING PROJECT
DALTON PROJECT NO. PW-BD163-2024**


**CITY OF DALTON PUBLIC WORKS DEPARTMENT
PO BOX 1205
DALTON, GEORGIA 30722**

The City of Dalton
Public Works Department

REQUEST FOR SEALED COMPETITIVE PROPOSALS – published on 04/19/24

Sealed Envelope shall be marked with the following information:

“Level 1-A Pipe Lining Project”

SCHEDULE OF EVENTS	
Mandatory RFP Conference – 535 N ELM STREET – DALTON, GA 30721	1:00 PM ET May 9, 2024
Deadline for request for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this time frame. These requests will be answered in an addendum and must be emailed to: jcampos@daltonga.gov	4:00 PM ET May 14, 2024
Sealed competitive proposals will be accepted until the due date and time. Any late submittals received will not be considered. Proposals must be submitted to The City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia, 30720.	2:00 PM ET May 22, 2024
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME: FEDERAL EC LLC	DATE: 5/21/24
MAILING ADDRESS: 504 Allatoona Hills Drive	PHONE: 770-616-7523
CITY: WOODSTOCK	FAX: N/A
STATE: ZIP: GEORGIA 30189	SSN OR FEDERAL TAX ID: 81-0890058
EMAIL: jraymer@federalec.com	TITLE OF AUTHORIZED REPRESENTATIVE: GM
PRINTED NAME: JONATHAN RAYMER PE	AUTHORIZED SIGNATURE: 

*The posting of additional addenda may be required, and it is the responsibility of the Offeror to ensure that they review the City’s website for any additional addenda, and that they submit an acknowledgement of all applicable addenda (on the included form) with their solicitation. Offerors should not expect to be individually notified by the City of Dalton.



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SECTION 00010: Request for Proposals

NAME OF PROJECT: “Level 1-A Pipe Lining Project”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.* herein seeks sealed competitive Proposals from Contractors for the construction of the: “**Level 1-A Pipe Lining Project**”, residing at various locations within the City.

The requirements for the construction of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Request for Proposals issued by the City. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City’s website <https://www.daltonga.gov/rfps>.

Jorge Campos, the Public Works Project Engineer will be the contact person for questions. **The official plan holders list will encompass only those in attendance that provide their company’s information on the sign-in sheet for the mandatory pre-RFP meeting which will be held on Thursday, May 9th, 2024 at 1:00 PM ET.**

Included in the RFP packet will be Instructions to Proposers, and Proposal Form, Price which must be fully completed and submitted along with Bid Bond and Executed E-Verify affidavit. Proposals not including executed E-Verify affidavit or Bid Bond will be automatically rejected. The Contract Documents require, among other things, the furnishing of all materials, labor, and equipment for the construction of the Project. The City reserves the right to make available other relevant documents or information concerning the Project.

Any Proposal submitted in response to this Request should comply strictly with all requirements set forth in the Instructions to Proposers. Any such Proposal must contain the completed Proposal Form setting forth the contractor’s proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of this RFP. When a proposal lump sum exceeds \$100,000 then the proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price and performance bonds.

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. Applications can be obtained from the Finance Department or online at

<https://www.daltonga.gov/finance/page/vendor-packets>

For any work requiring a specialty or professional license, only licensed subcontractors may be submitted for consideration, and copies of all applicable licenses shall be attached to the Contractor’s proposal.

In evaluating Proposals, the City may seek additional information from any contractor concerning such contractor’s Proposal or its qualifications to construct the Project. The City reserves the right to short-list and interview Contractors to obtain further information on the proposed products or qualifications.

The City intends to award the construction contract to the responsible and responsive contractor whose Proposal is determined in writing to be the most advantageous according to the following evaluation factors which are listed in below:

1. Proposed Price & Method – 35
2. Project Timeline - 15
3. Completeness of proposal- 25
4. Reputation and reliability of contractor -25

All Proposals must include the label on the last page of this document on the front of their RFP package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your Proposal being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. The document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than May 22nd, 2024 at 2:00 PM ET.

A total of 2 copies of the RFP are required. At the discretion of the City, and in conformity with the applicable provisions of Georgia Law, the City may afford contractors an opportunity for subsequent discussion, negotiation, and revision of Proposals. The City reserves the right to reject any or all Proposals and to waive any technicalities or formalities. Incomplete proposals will not be considered by the City.

Contractors are responsible for ensuring Proposals comply with Georgia law, including but not limited to all state and local laws, rules, regulations, ordinances, and policies. Any Proposal must include an affidavit meeting all requirements of O.C.G.A. § 13-10-91 verifying compliance with the applicable Federal work authorization program. The form for such an affidavit is attached as an exhibit to the Instructions to Proposers.

Any Proposal submitted in response to this Request shall remain open for acceptance by the City, and same shall be honored by the contractor, for a period of sixty (60) days from the date set forth hereinabove for the receipt of Proposals. Any questions or comments concerning this Request for Proposals should be addressed in writing to The City of Dalton Finance Department, 300 West Waugh Street, Dalton, GA 30720.

SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: “Level 1-A Pipe Lining Project”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

The City, through its Public Works Department, wishes to restore deteriorated segments of existing stormwater culverts of varying sizes at various locations throughout the City. The City is requesting proposals from reputable contractors to restore in-situ, culverts specified within the proposal packet. Qualified contractors are to provide detailed restoration methods for each pipe diameter listed in the proposal form. Restoration methods are requested to provide as close to the comparable hydraulic conditions as possible of each culvert size/type, incorporate structural repairs if determined necessary, and extend the serviceable lifespan comparable to that of newly-constructed concrete culvert systems. Contractor shall be required to account for structural needs to provide sufficient strength for vehicular loadings for culverts spanning underneath roads, depth of cover constraints as provided in enclosed exhibits, and any additional factors determined appropriate by the Contractor. The City is relying on the proven experience of Contractors to determine additional parameters required, and provide as much explanation pertaining to the proposed approach as possible for consideration of the proposal. The total length of pipe lining is approximately 3,100 LF of corrugated metal & reinforced concrete pipes of varying dimensions. See Exhibit A and Exhibit B for more detailed information.

Scope:

1. Bypass Pumping of Work Area – (If Determined to be Needed by Contractor)
2. Clean / Prep Existing Pipe as Needed
3. Re-establish Pipe Invert as Needed – Include Detailed Invert Restoration Plan (If Determined to be Needed by Contractor)
4. Install Full Circumference In-Situ Pipe Lining
5. Post Construction CCTV Inspection

Before submitting, the Contractor shall be responsible for reviewing the RFP and Specifications and visiting the work locations. Each Contractor shall fully inform themselves as to all existing conditions and limitations under which the work is to be performed and shall include in the proposal a total sum to cover all costs of materials and labor to perform the work as set forth in the RFP and Specifications.

The Contractor, in undertaking the work under this contract, shall have visited all locations, and have taken into consideration all conditions that might affect his work. No consideration will be given to any claim based on a lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained (unforeseen conditions).

Installer’s Qualifications:

The Contractor’s proposal shall include the qualifications of its installer. Include a minimum of three similar installations for each method proposed. Provide three Owner references. The proposal shall also include the installer’s certifications from the manufacturer and professional associations.

Warranty:

The Contractor’s proposal shall include the proposed manufacturer’s warranty along with any information/pricing on available extended warranties. Include a detailed description of the Owner’s responsibilities or obligations throughout the warranty period. The proposal shall include the history of warranty issues and or recalls and how these have been addressed.

Lump Sum Price and Methodology:

On the attached proposal form, provide the lump sum price and prices per area of request. The pricing for any additional warranties/maintenance programs shall be offered under a separate form within the Contractor’s proposal. Contractor shall provide as much detail as possible to demonstrate knowledge of execution of the restoration, and provide as much detail regarding safety measures that will be implemented throughout the course of construction to ensure the safety of all persons involved within the restoration process. Methodology also includes details pertaining to material type, strength properties, detailed bypass pumping plan (if warranted), and any supplemental details pertaining to minimizing impacts to daily traffic conditions through the life of the project. All bypass pumping shall be performed in accordance to applicable state and local environmental rules and regulations. It is at the Contractors discretion towards determining if bypass pumping is warranted for either foreseen, or unforeseen conditions. Proposal pricing submitted shall be accounting for any bypass pumping through the life of the project. Proposals with restoration designs encompassing a Structural Professional Engineer’s stamp are not required, but will be considered in the proposal scoring of “Completeness of Proposal”. The use of any national-or-State of Georgia standard specifications if available for the application / design approach of the proposed rehabilitation method is recommended, and will be considered in the proposal scoring of “Completeness of Proposal”. It is recommended to provide as much context as possible regarding the design proposed to complete the project. The City’s intent is not to require pipe corrugations to be filled if any proposer determines it to not be necessary to meet the structural strength needs determined by the proposer that also meets the objectives specified within all published documents by the City for the project. Traffic control shall meet the requirements of the 2009 Manual of Uniform Traffic Control Devices for Streets and Highways and special provision section 150-Traffic Control of GDOT specifications.

Contractor Schedule:

Contractors should provide a timeline of proposed work to begin and end with as much detail as possible. The set project duration for the awarded Contractor shall be assumed to be the project duration listed in the sealed proposal submission unless otherwise stated in contract documents.

Form of Agreement:

The successful proposer will enter into a contract with the City of Dalton for the project.

SECTION: 00030 PROPOSAL FORM

NAME OF PROJECT: “Level 1-A Pipe Lining Project”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: FEDERAL EC LLC The “Contractor”

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Contractors for the construction of the: **“Level 1-A Pipe Lining Project”** with culverts located along various City streets. This Proposal is submitted in response to the City’s Request for Proposals dated 04/19/2024.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the Contractor.

The Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. The contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

Base Proposal

The Contractor proposes to properly install in-situ pipe lining at a thickness to be specified by Contractor based on existing conditions and all contributing factors as determined by the Contractor. Proposal shall be in conformity with all requirements of the RFP and furnish all necessary labor, material, and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of:

\$ 1,129,705

The contractor must include a price sheet that is included at the end of the document with their submitted package. Said lump sum contract price is allocated, in its entirety, to the following elements of the work:




Attached hereto, and incorporated herein as part of this Proposal, Contractor submits the contractor’s qualifications and proposal. The contractor must include a scope sheet outlining bypass pumping plan (if required), pipe invert restoration plan, proposed in-situ lining method including thickness and material specification sheet(s). The contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as the Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.




The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within twenty-one (21) calendar days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place.

Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

[CONTRACTOR]
By:  [SEAL]
Witness:  [SEAL]
Sworn and subscribed to before me this 21 day of MAY, 2024.
NOTARY PUBLIC: 
Commission Expirations: July 16, 2024



SECTION 00040 – BID BOND

NAME OF PROJECT: “Level 1-A Pipe Lining Project”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

**NAME OF PROPOSED CONTRACTOR:
FEDERAL EC LLC**

(THE “CONTRACTOR”)

KNOW ALL MEN BY THESE PRESENTS that

Great Midwest Insurance Company,

as Surety (the “Surety”), and **Federal EC, LLC**, as

Principal (the “Contractor”) are held and firmly bound unto the City of Dalton, Georgia (the “City”), pursuant to the terms and conditions of this Bond (the “Bid Bond”) as set forth herein:

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has submitted its Proposal for the construction by Contractor of the: **“Level 1-A Pipe Lining Project”**

NOW, THEREFORE, the condition of this obligation is such that if the City accepts the Proposal of the Contractor as submitted, or as revised or negotiated in accordance with the provisions of O.C.G.A. § 36-91-21(c)(2), and

- (a) The Contractor timely executes the Agreement between the City and Contractor (the “Agreement”) as provided by the City and as included in the Contract Documents; and,
- (b) The Contractor furnishes to the City fully executed Payment and Performance Bonds as required by the Agreement, then this obligation shall be void: otherwise, the Surety and the Contractor, shall be jointly and severally liable to the City, and shall make payment to the City, in the amount of five percent (5%) of the lump sum contract price (exclusive of any pricing for Alternates or unit prices) as set forth in the Proposal of the Contractor.

The Contractor agrees that the amount of this Bid Bond as set forth hereinabove constitutes a proper and lawful sum for liquidated damages which the City will sustain in the event Contractor fails or refuses to execute the Agreement or fails or refuses to furnish the required Payment and Performance Bonds.

The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and deliver same.

This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bid Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bid Bond that is not in conflict therewith shall continue in full force and effect.



IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 20th day of May, 2024.

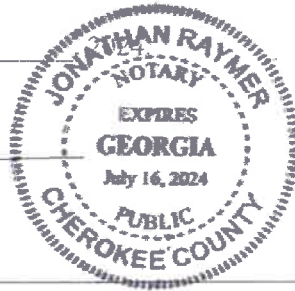
[CONTRACTOR: Federal EC, LLC]

By: [Signature] [SEAL]

Witness: [Signature] [SEAL]

Sworn and subscribed to before me this 20th day of May

NOTARY PUBLIC: [Signature]



Commission Expirations: July 15, 2024

[NAME OF SURETY: Great Midwest Insurance Company]

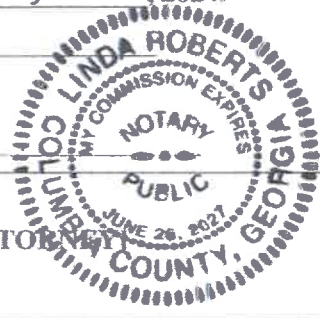
By: [Signature] [SEAL]
Edward Mooney, Attorney-In-Fact

Witness: [Signature] [SEAL]
Hailey Rhoads

Sworn and subscribed to before me this 20th day of May, 2024.

NOTARY PUBLIC: [Signature]
Linda Roberts

Commission Expirations: June 26, 2027



[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts, Haley Rhoads

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

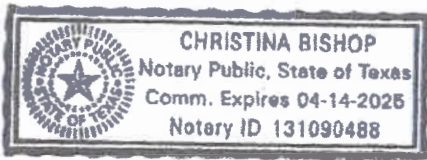


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 20th Day of May, 2024



BY Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SECTION 00050 E-VERIFY AFFIDAVIT

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFLIANT SAYETH NOT.

MICHELLE RAYMER
BY: Authorized Officer or Agent
Federal EC LLC

5/21/24
Date

5/2/19
Authorization Date for EEV Program
1293669
Employment Eligibility (EEV) #

Contractor Name
PRESIDENT
Title of Authorized Officer or Agent of Contractor

MICHELLE RAYMER
Printed Name of Authorized Officer or

Agent Sworn to and subscribed before me

This 21 day of MAY, 2024

Jonathan Raymer
Notary Public

My Commission Expires: 7/16/24

*MUST BE NOTARIZED

*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



SECTION 00060 REFERENCE

Authorized Representative's Signature: _____



PIPE LINING INSTALLATION REFERENCES

Must list references of three similar projects and site contact information

Project #1

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFUGALLY CAST CONCRETE PIPE

Owner Name: The City of Roswell

Address: 38 HILL STREET

City: ROSWELL State: GA Zip Code: 30075

Contact Person: John Sarock

Phone Number: 678-898-8184

Date of Installation: Multiple Stormwater Projects from 2020 to 2024

Project #2

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFUGALLY CAST CONCRETE PIPE

Owner Name: The City of Marietta

Address: 268 LAWRENCE STREET

City: MARIETTA State: GA Zip Code: 30060

Contact Person: Richard Stokes

Phone Number: 404-886-2767

Date of Installation: Multiple Stormwater Projects from 2022 to 2024

Project #3

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFUGALLY CAST CONCRETE PIPE

Owner Name: The City of Johns Creek

Address: 11360 LAKE FIELD DRIVE

City: JOHNS CREEK State: GA Zip Code: 30097

Contact Person: Roman Carey

Phone Number: 678-512-3259

Date of Installation: Multiple Stormwater Projects from 2021 to 2024



Project #4

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFIGULLY CAST CONCRETE PIPE

Owner Name: The City of Dunwoody

Address: 4800 ASHFORD DUNWOODY ROAD

City: DUNWOODY State: GA Zip Code: 30338

Contact Person: Carl Thomas

Phone Number: _____

Date of Installation: Multiple Stormwater Projects from 2021 to 2024

Project #5

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFIGULLY CAST CONCRETE PIPE

Owner Name: The Community of Whitewater (AQUASCAPES)

Address: 605-B MAULDIN DRIVE

City: WOODSTOCK State: GA Zip Code: 30188

Contact Person: Jeremy Brown

Phone Number: 678-201-2387

Date of Installation: Multiple Stormwater Projects from 2020 to 2024

Project #6

Restoration Method(s) Utilized: CURED IN PLACE PIPE / CENTRIFIGULLY CAST CONCRETE PIPE

Owner Name: The City of Smyrna

Address: 2190 ATLANTA ROAD SE

City: SMYRNA State: GA Zip Code: 30080

Contact Person: Bo Jones

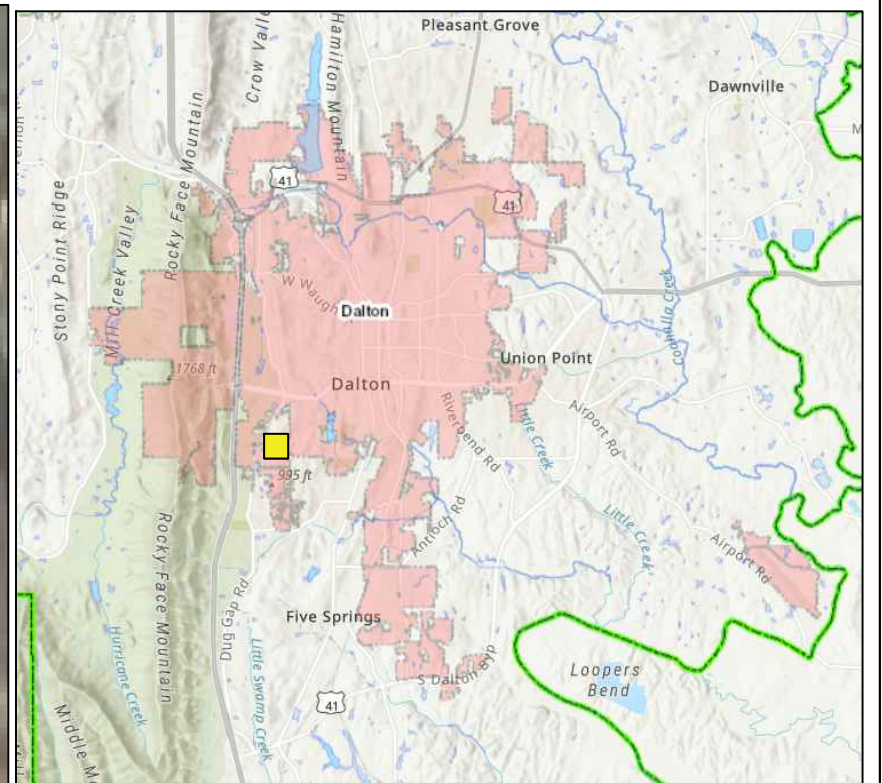
Phone Number: 678-758-4353

Date of Installation: Multiple Stormwater Projects from 2021 to 2024

SECTION 00070 PROJECT LIMITS

EXHIBIT A

Culvert Location Overview



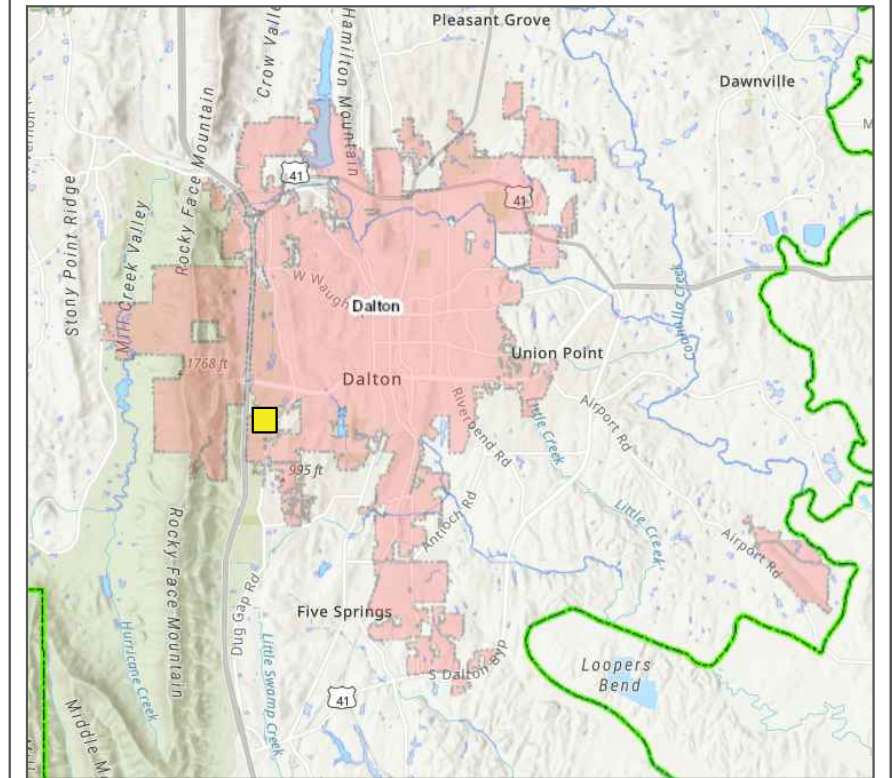
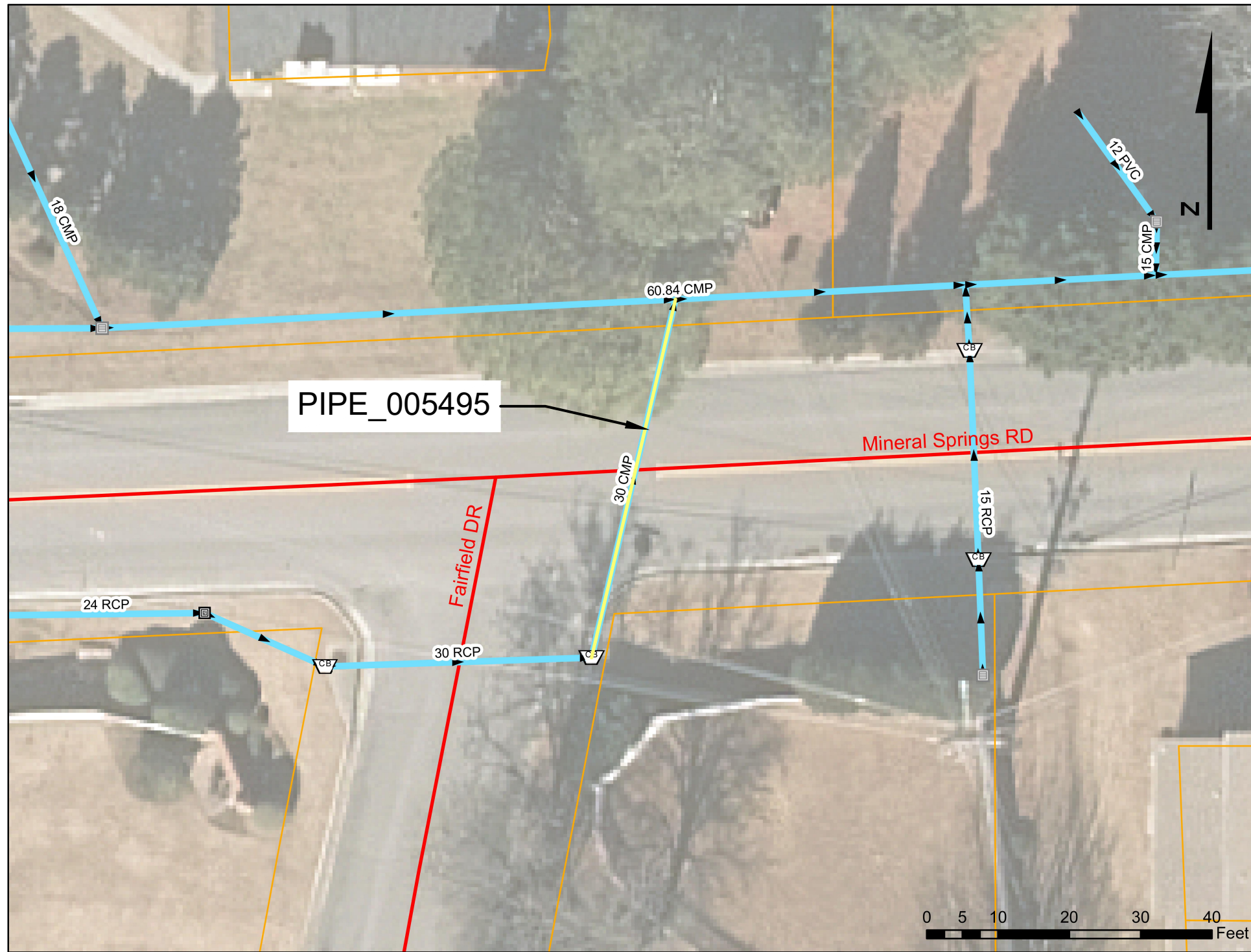
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005449	Pipe Height 18 in	Pipe Length 39.36 LF
Nearest Address 1704 Oakmont Drive	Material CMP	Pipe Classification 1A - Flexible

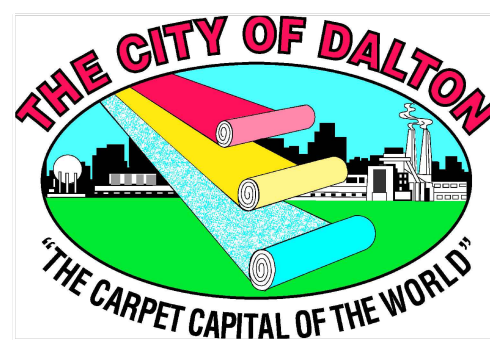
City of Dalton Public Works Department
Appendix A
In-Situ Lining Bid Item Location Overview

FIGURE
1



Legend

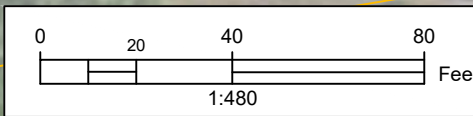
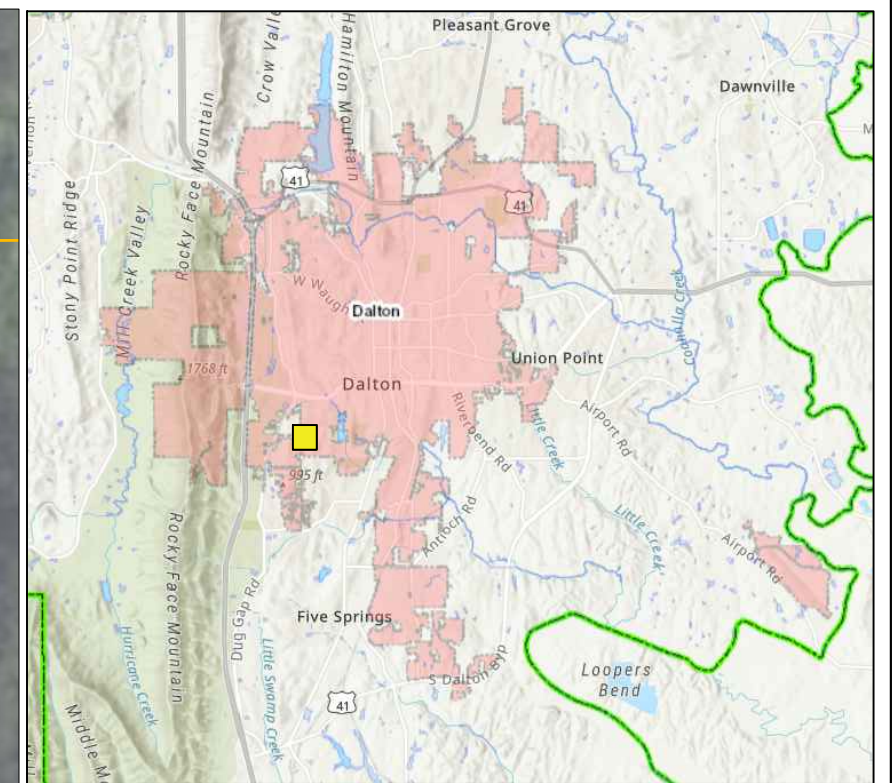
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005495	Pipe Height 30 in	Pipe Length 51.66 LF
Nearest Address 410 Lesley Drive	Material CMP	Pipe Classification 1A - Flexible

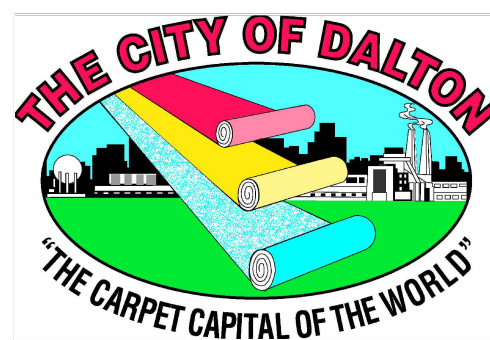
City of Dalton Public Works Department
Appendix A
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FIGURE
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Legend

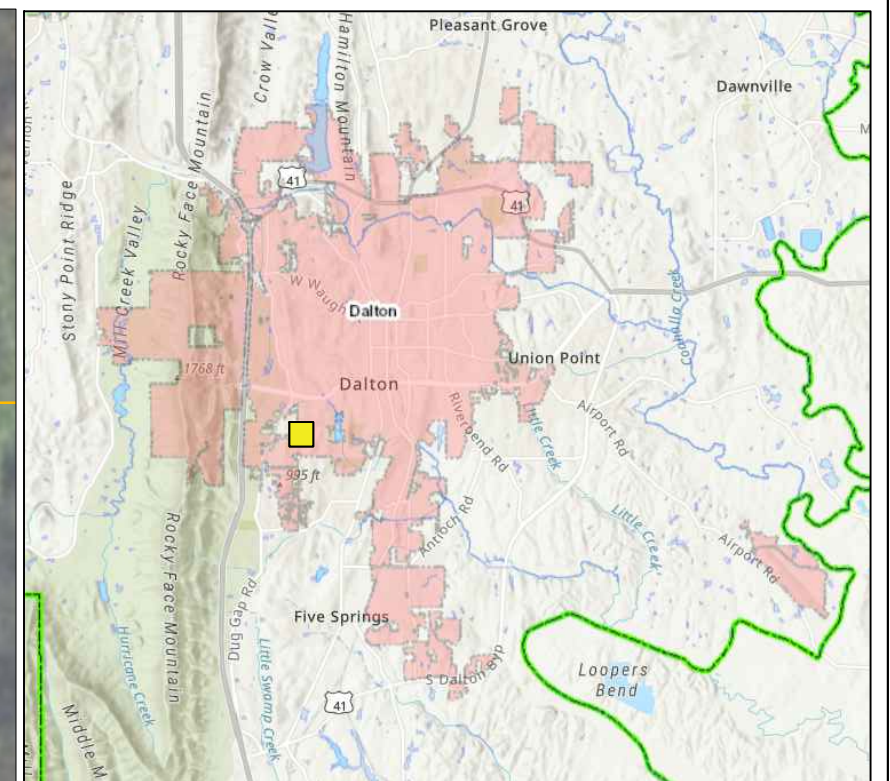
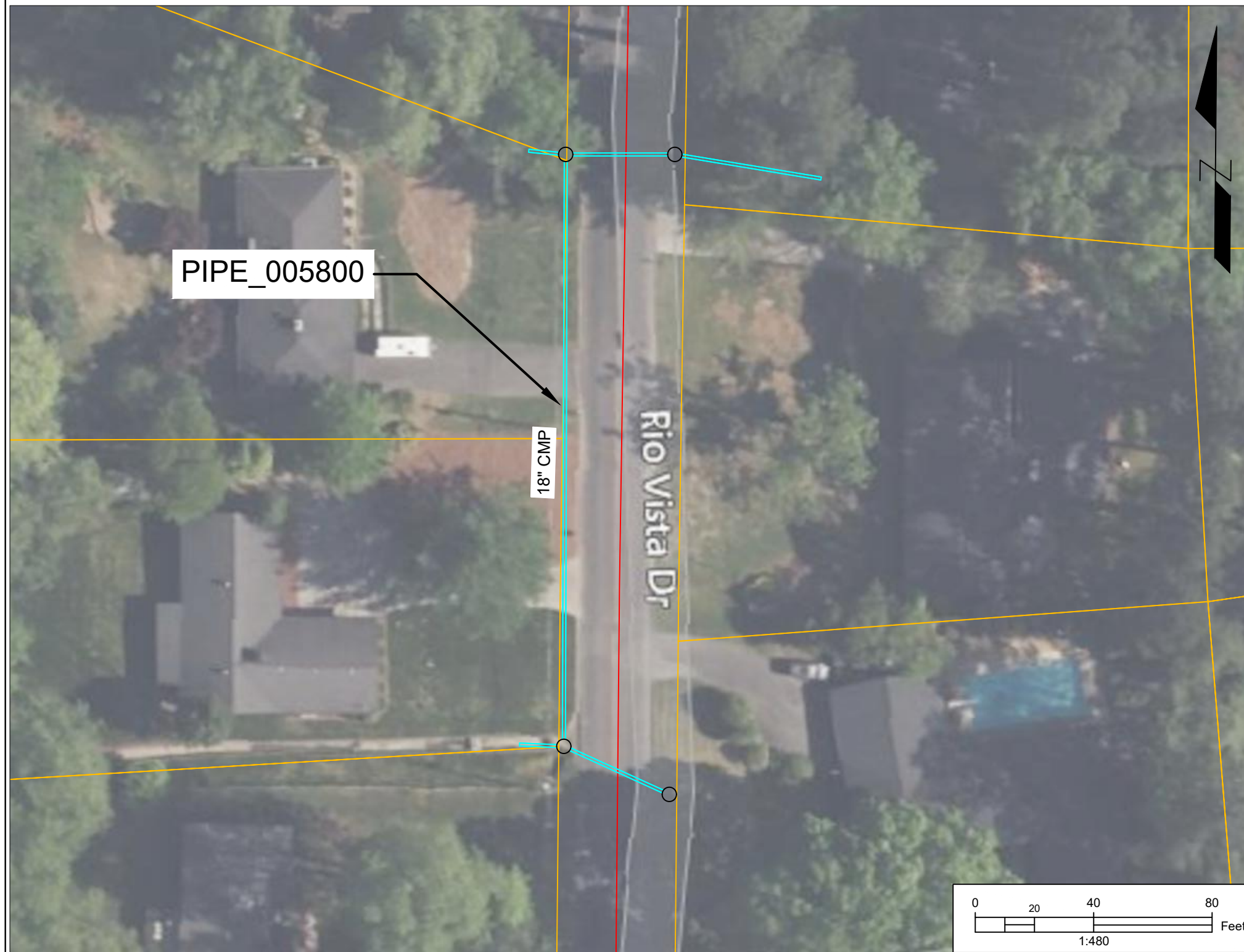
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005798	Pipe Height 18 in	Pipe Length 28 LF
Nearest Address 1508 Rio Vista Drive	Material CMP	Pipe Classification 3A - Flexible

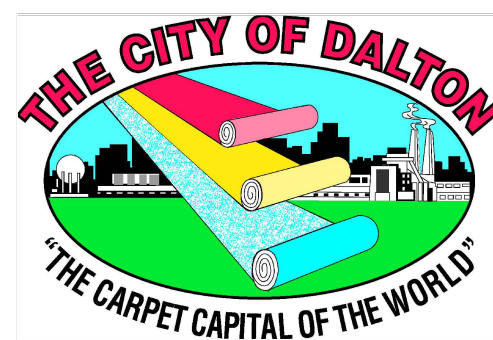
City of Dalton Public Works Department
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FIGURE
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Legend

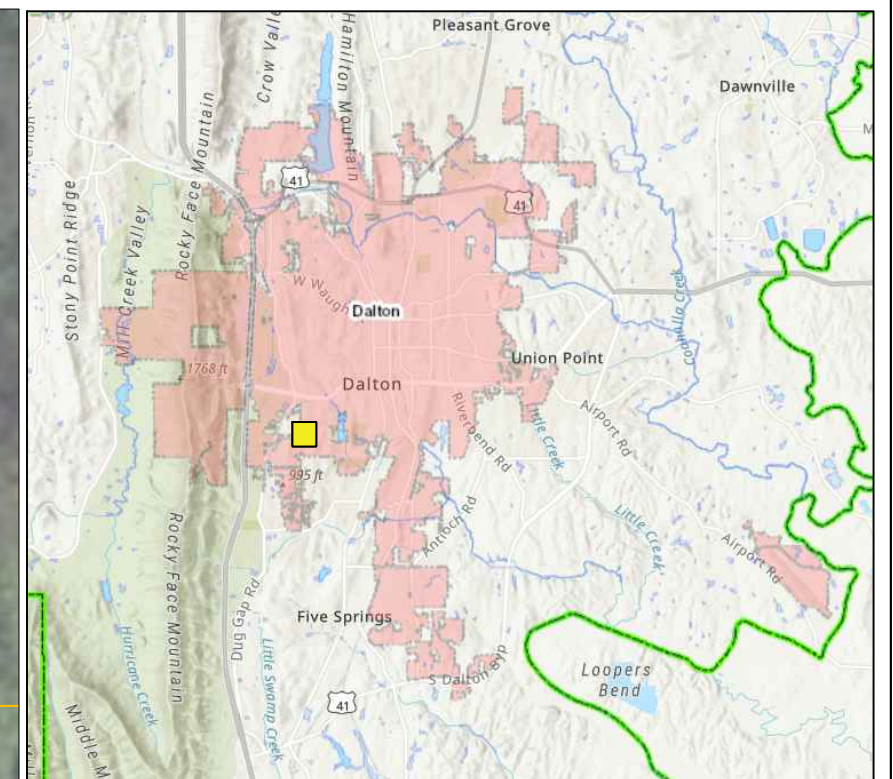
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005800	Pipe Height 18 in	Pipe Length 190 LF
Nearest Address 1506 Rio Vista Drive	Material CMP	Pipe Classification 3A - Flexible

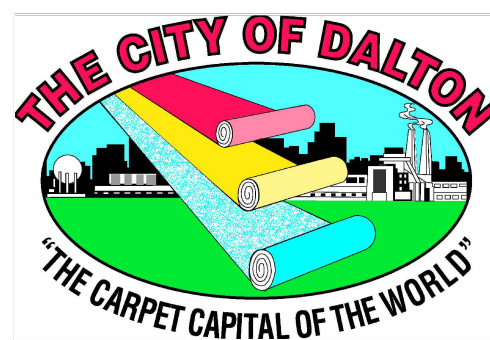
City of Dalton Public Works Department
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FIGURE
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Legend

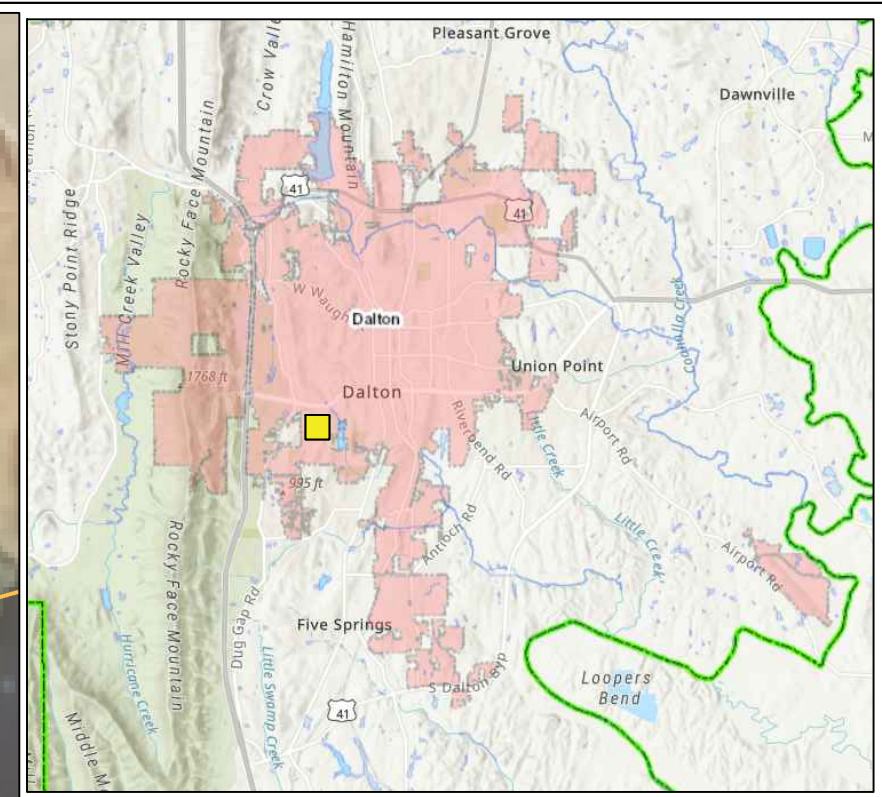
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005802	Pipe Height 18 in	Pipe Length 27 LF
Nearest Address 1504 Rio Vista Drive	Material CMP	Pipe Classification 3A - Flexible

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FIGURE
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Legend

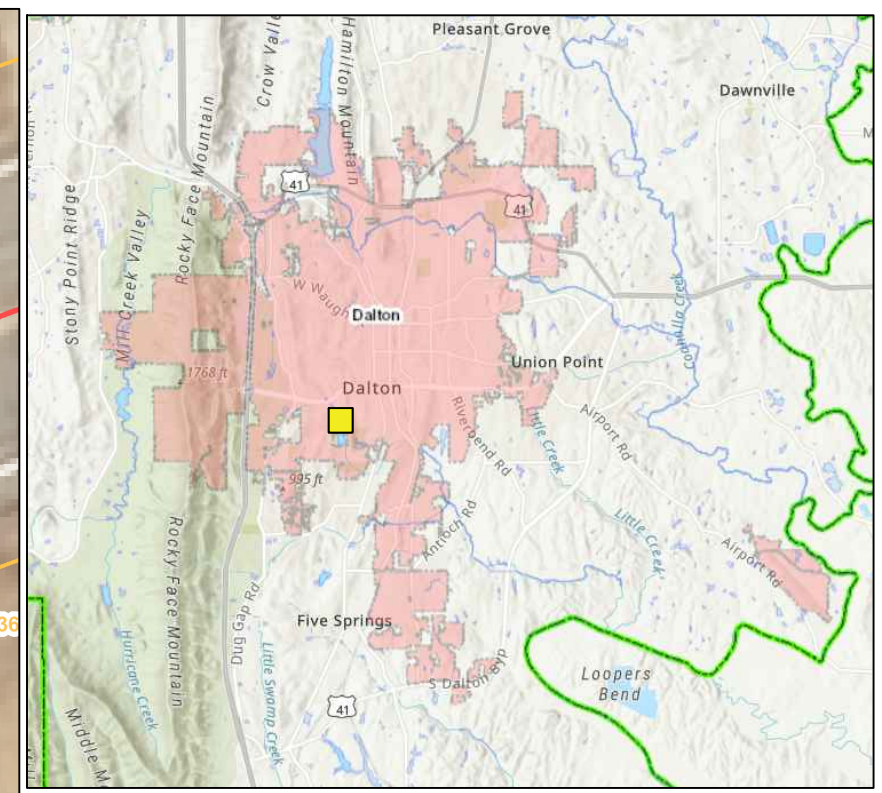
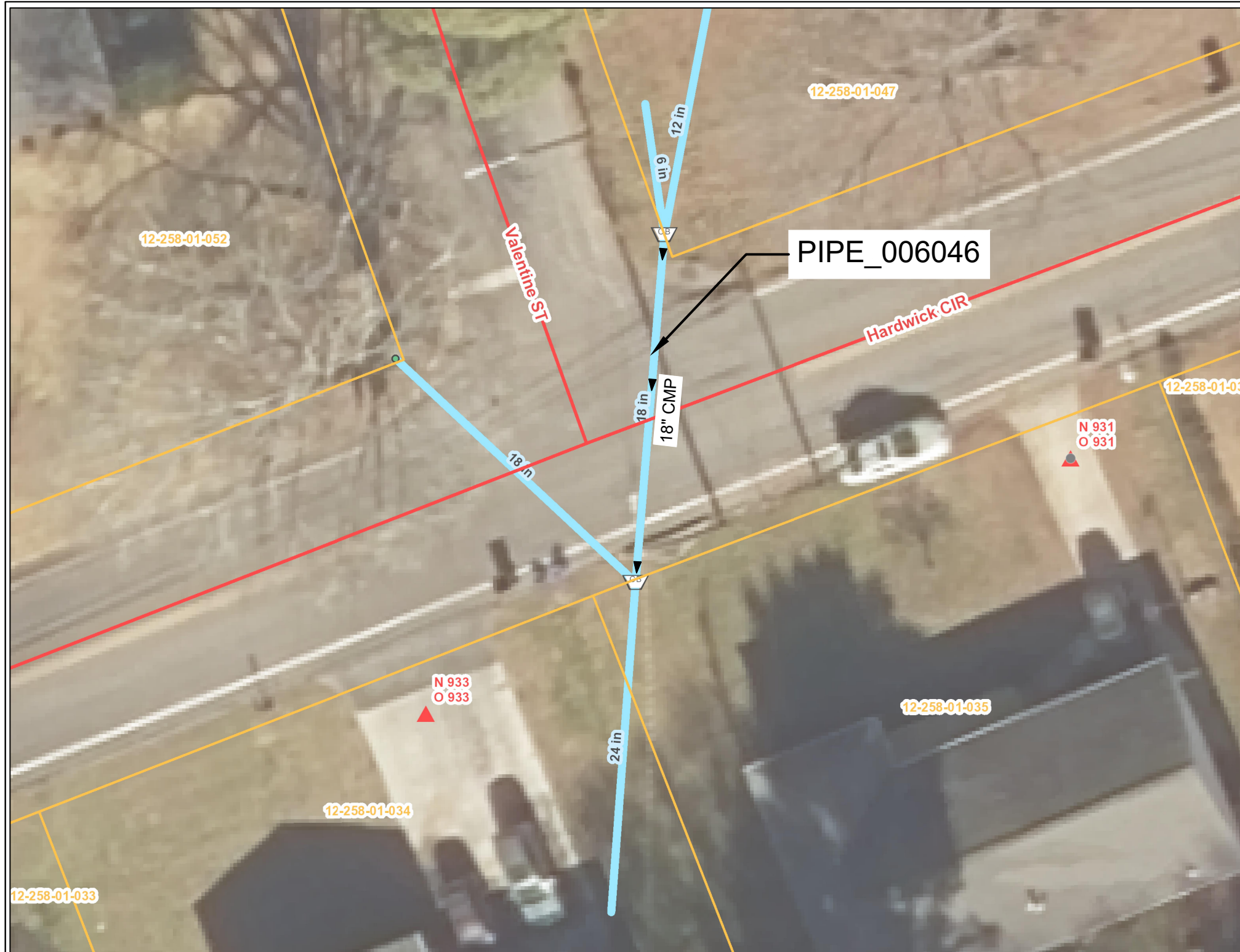
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005805	Pipe Height 18 in	Pipe Length 38.51 LF
Nearest Address 1500 Elaine Way	Material CMP	Pipe Classification 1A - Flexible

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In-Situ Lining Bid Item Location Overview

FIGURE
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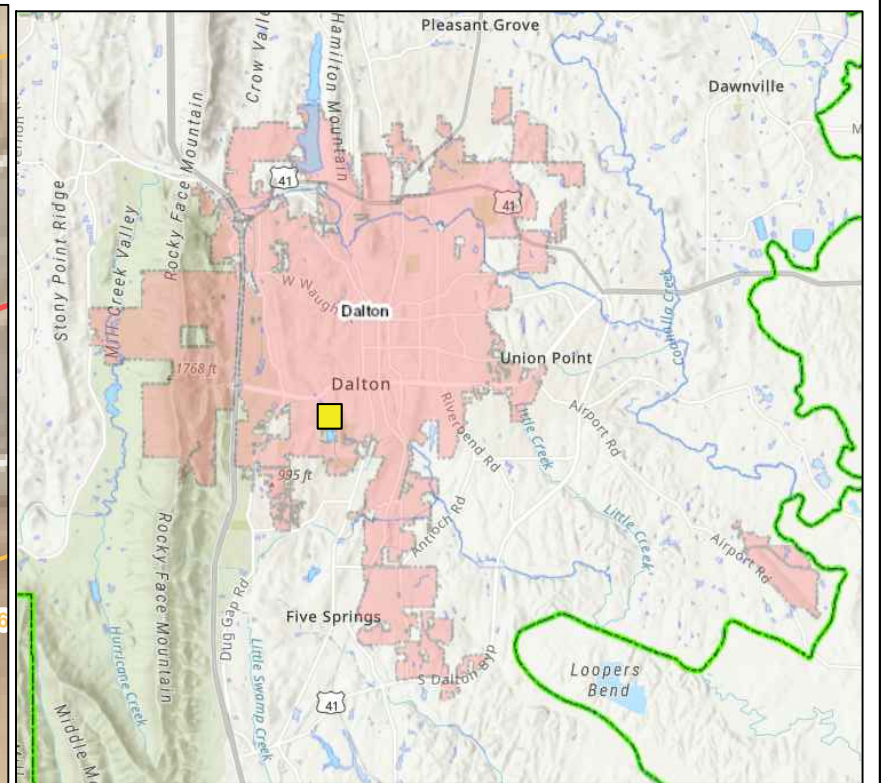
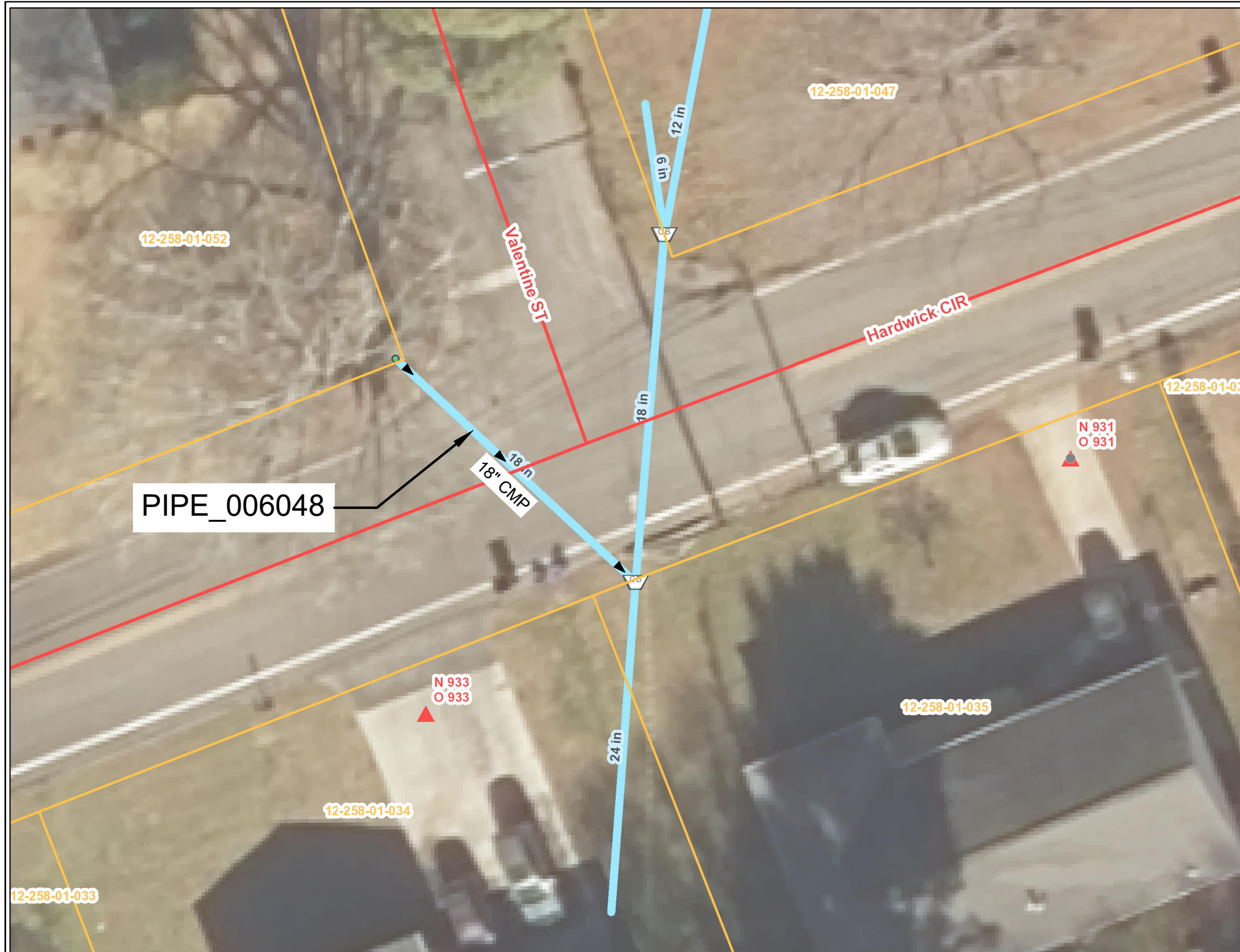


Legend

County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other

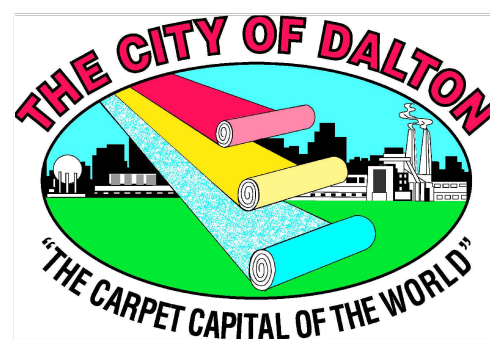


Pipe ID Pipe_006046	Pipe Height 18 in	Pipe Length 48.32 LF
Nearest Address 931 Hardwick Circle	Material CMP	Pipe Classification 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 7



Legend

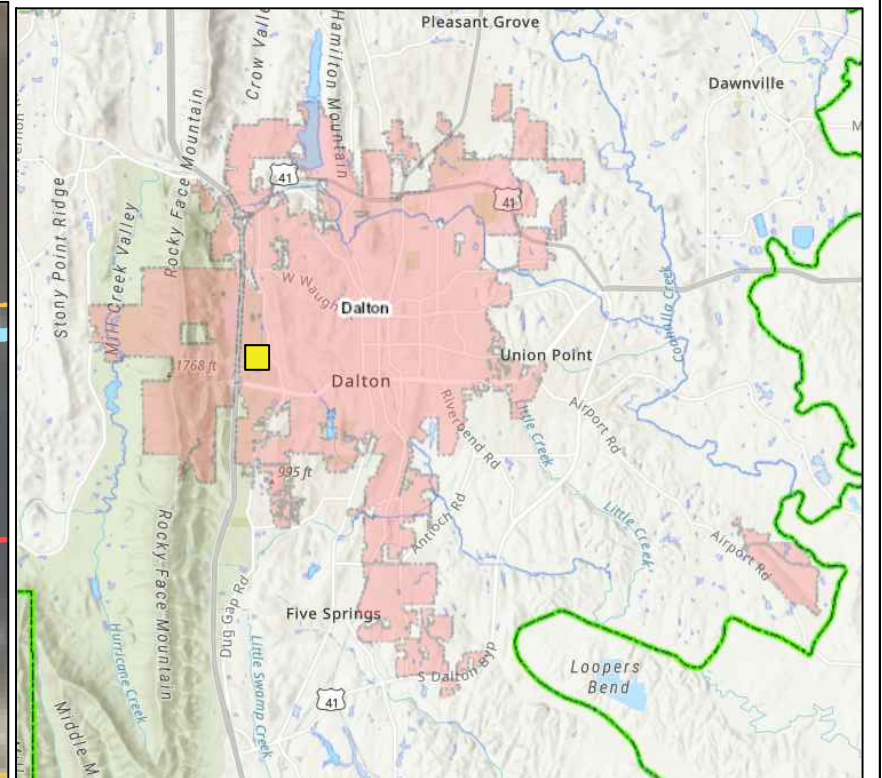
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_006048	Pipe Height 18 in	Pipe Length 45.54 LF
Nearest Address 931 Hardwick Circle	Material CMP	Pipe Classification 1A - Flexible

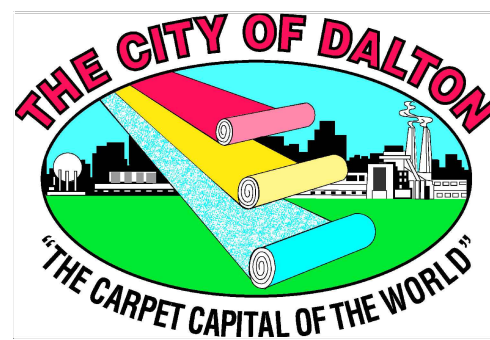
City of Dalton Public Works Department
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FIGURE
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Legend

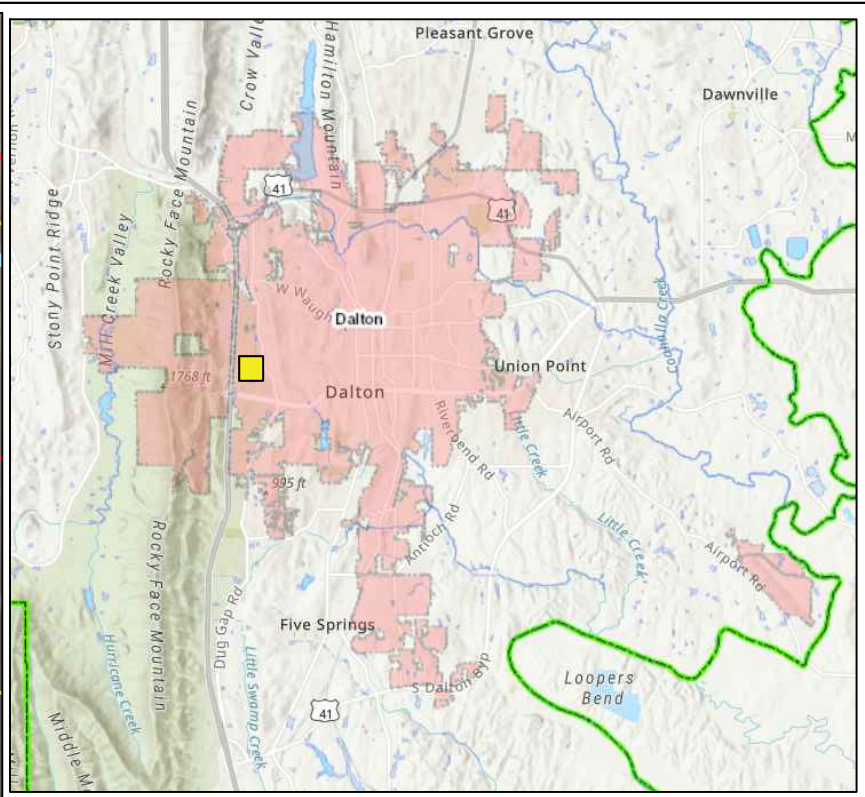
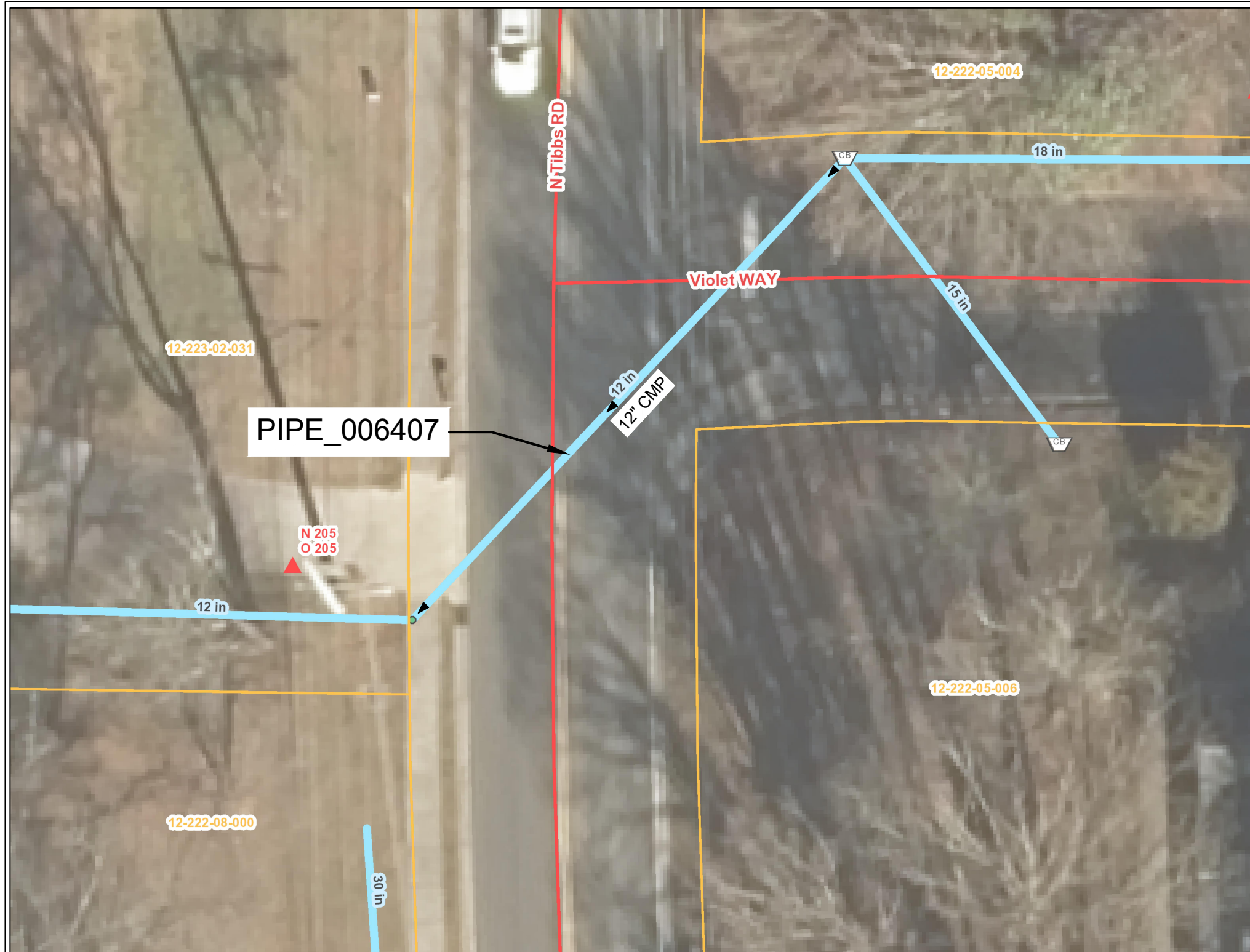
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_006406	Pipe Height 12 in	Pipe Length 38.13 LF
Nearest Address 115 N Tibbs Road	Material CMP	Pipe Classification 1A - Flexible

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FIGURE
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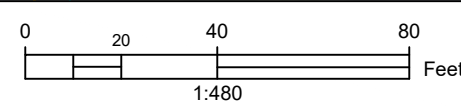
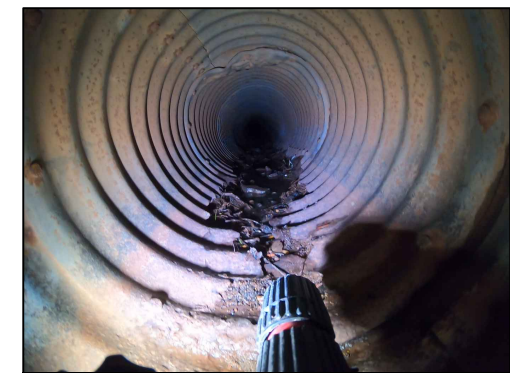
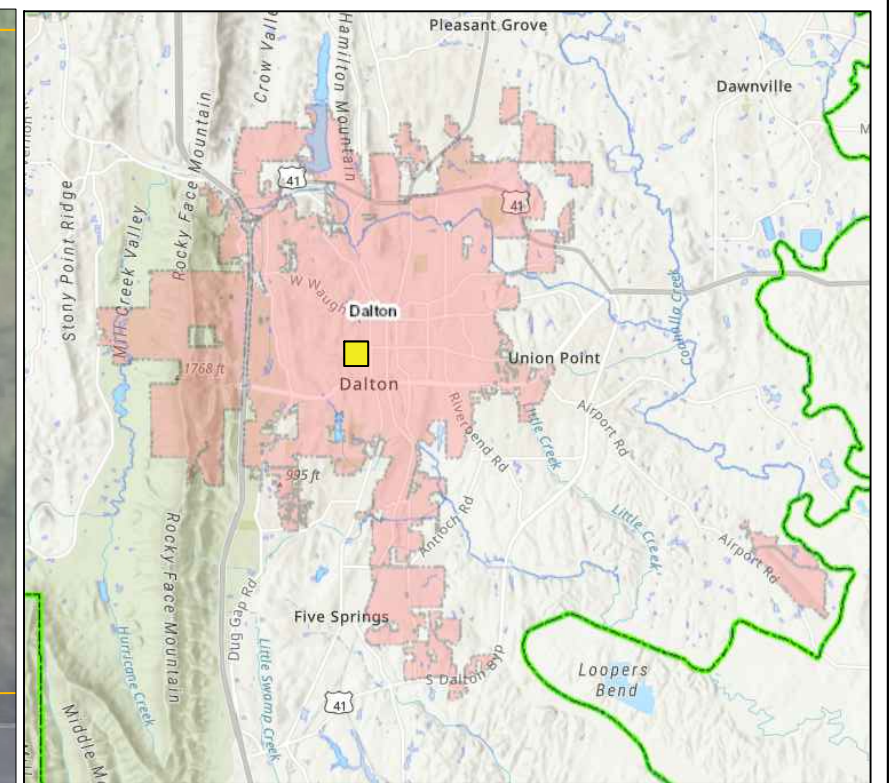
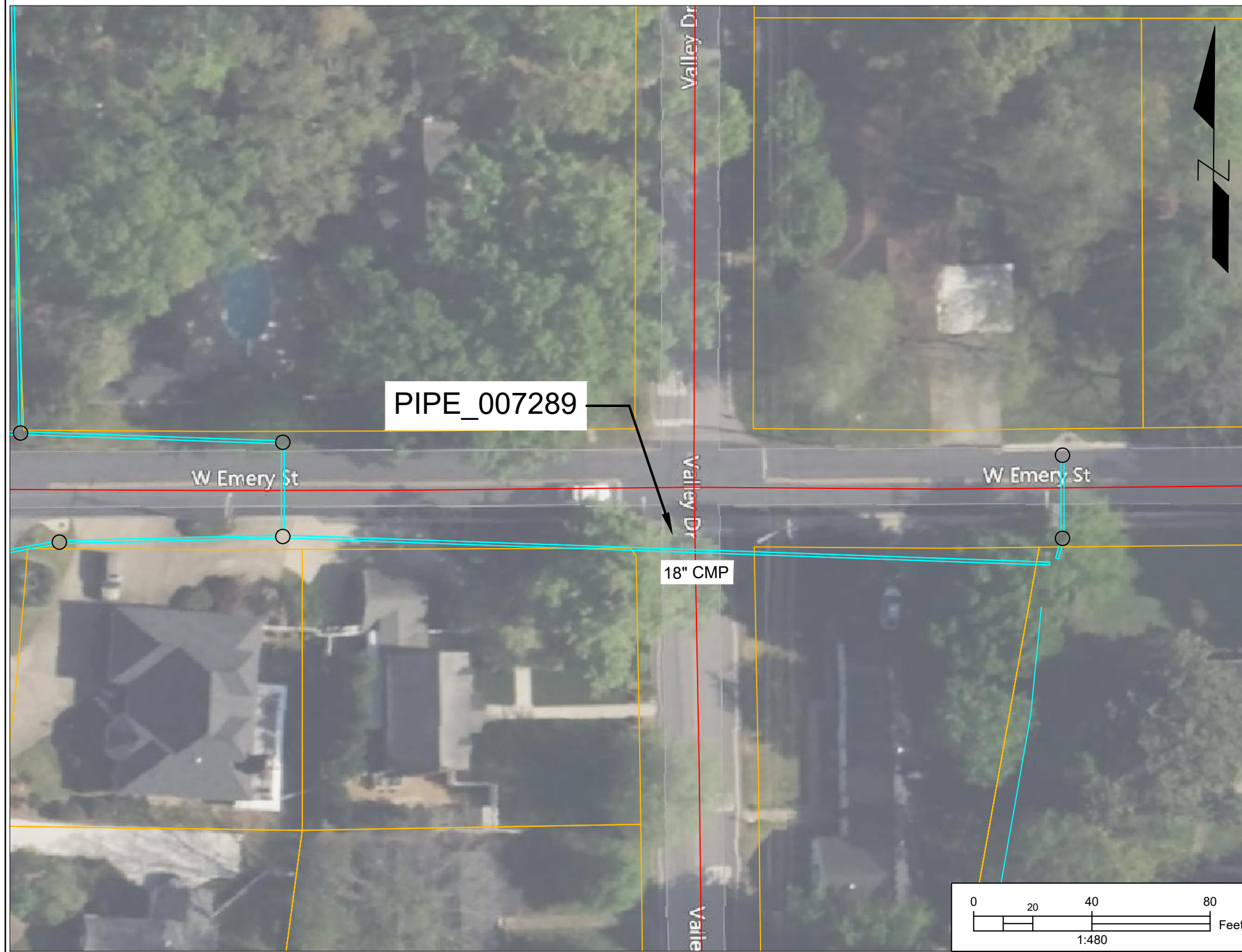


Legend

County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other

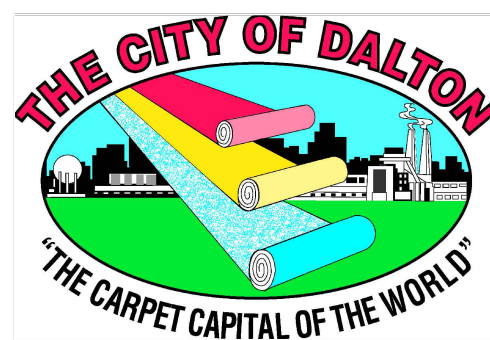


Pipe ID Pipe_006407	Pipe Height 12 in	Pipe Length 87.88 LF
Nearest Address 205 N Tibbs Road	Material CMP	Pipe Classification 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 10



Legend

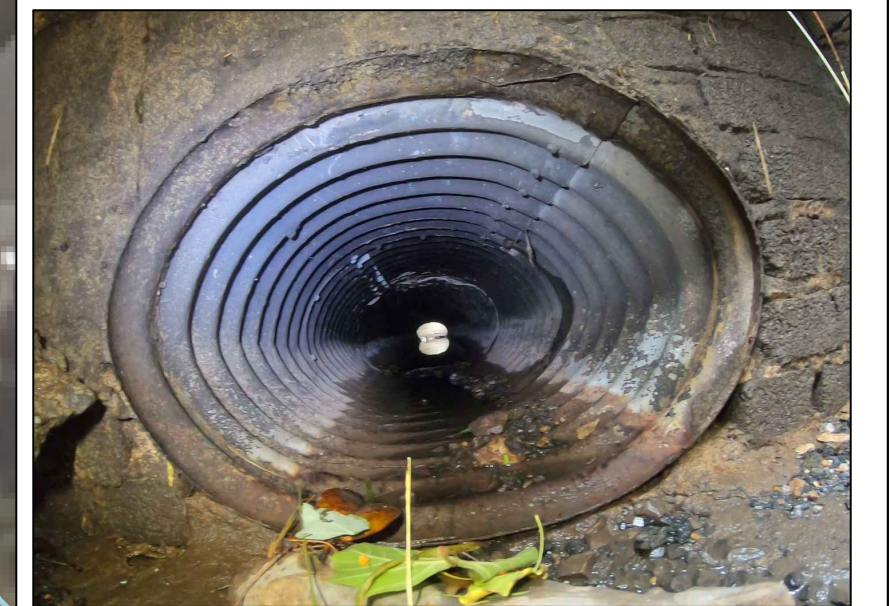
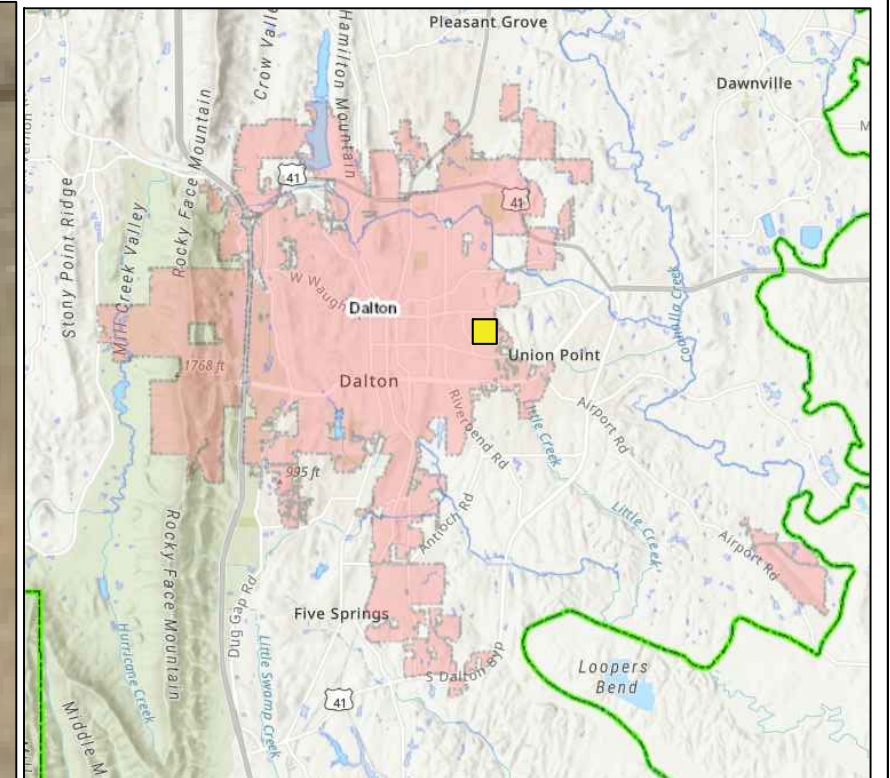
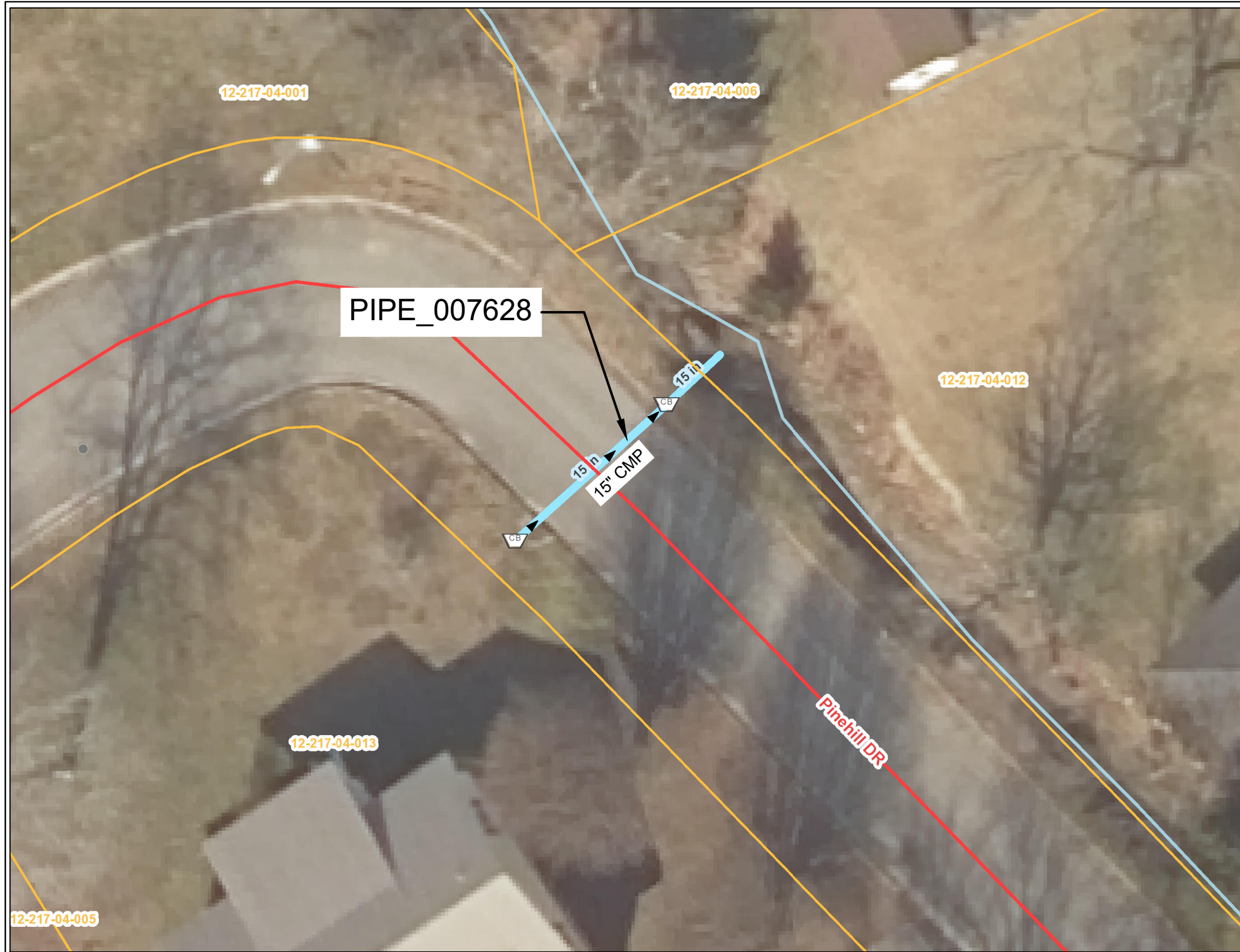
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_007289	Pipe Height 18 in	Pipe Length 285 LF
Nearest Address 600 Valley Drive	Material CMP	Pipe Classification 1A - Flexible

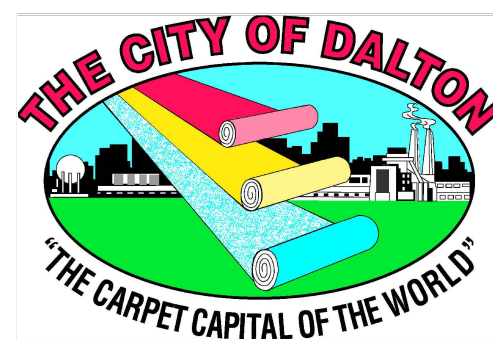
City of Dalton Public Works Department
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FIGURE
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Legend

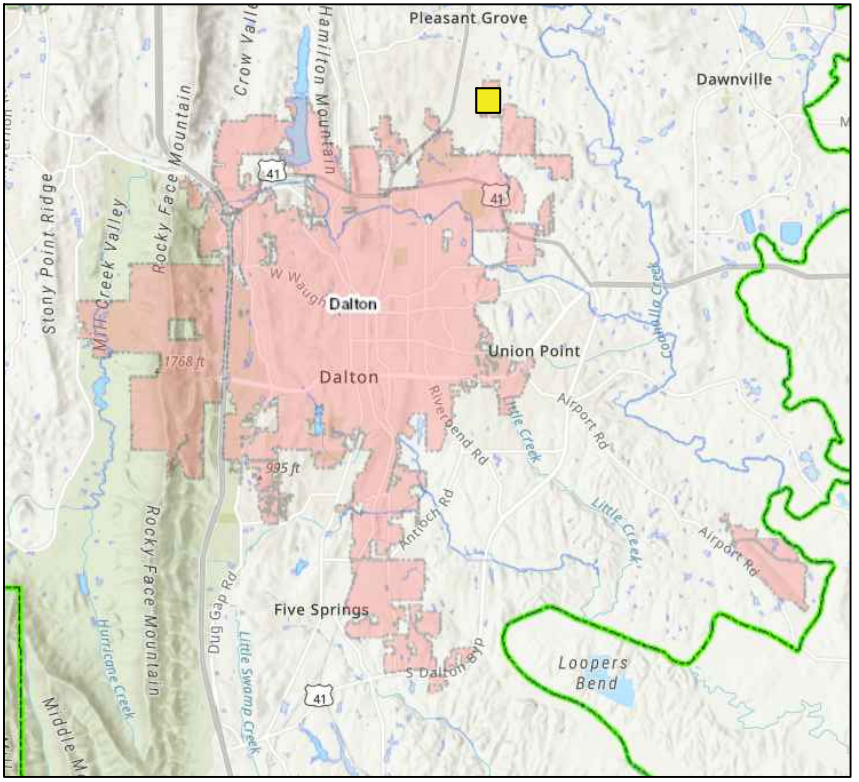
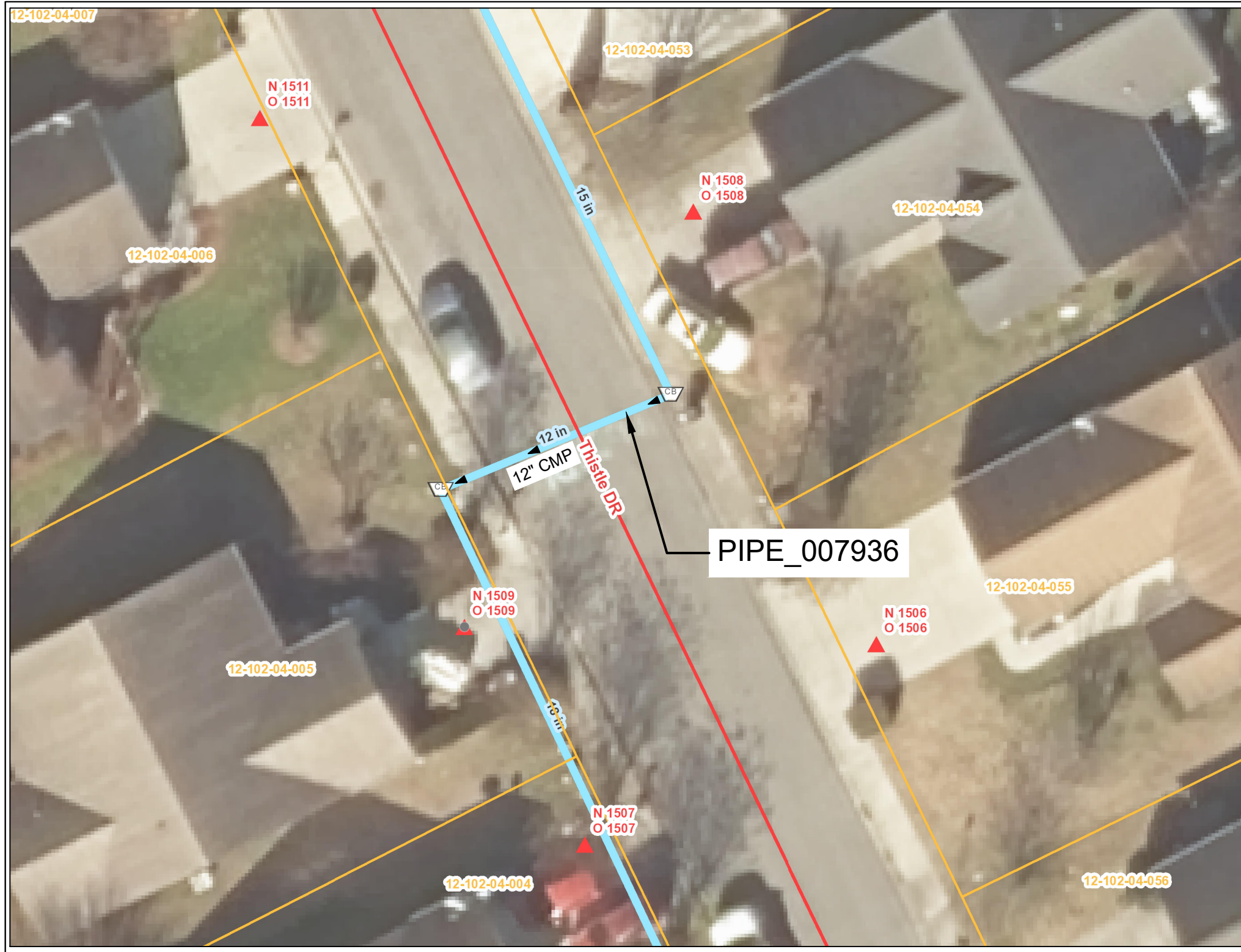
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_007628	Pipe Height 15 in	Pipe Length 28.34 LF
Nearest Address 110 Pinehill Drive	Material CMP	Pipe Classification 1A - Flexible

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FIGURE
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Legend

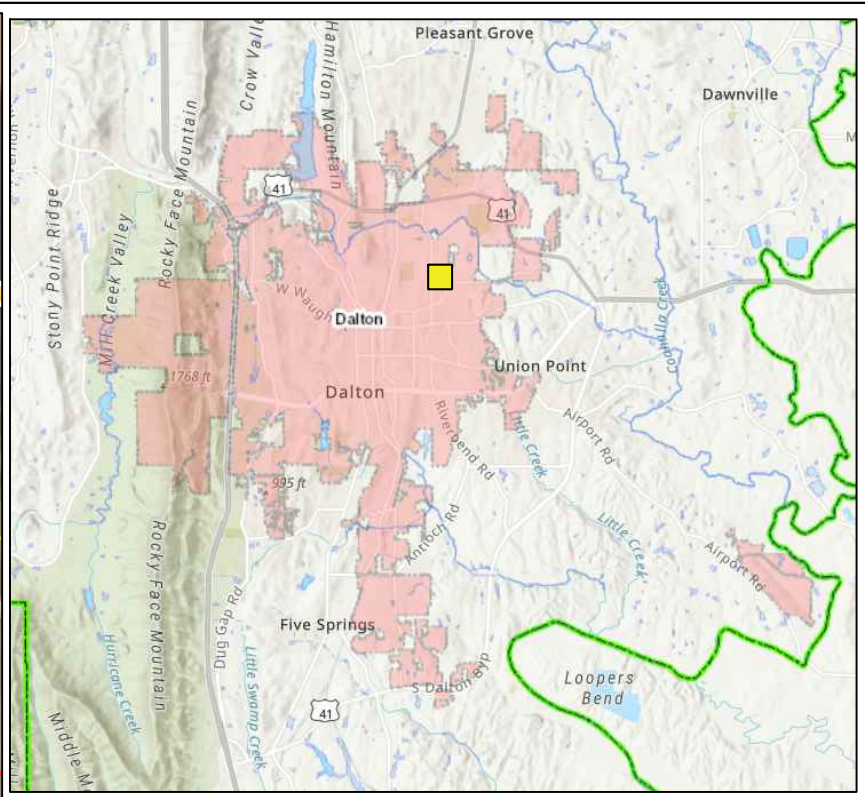
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_007936	Pipe Height 12 in	Pipe Length 34.86 LF
Nearest Address 1509 Thistle Drive	Material CMP	Pipe Classification 1A - Flexible

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FIGURE
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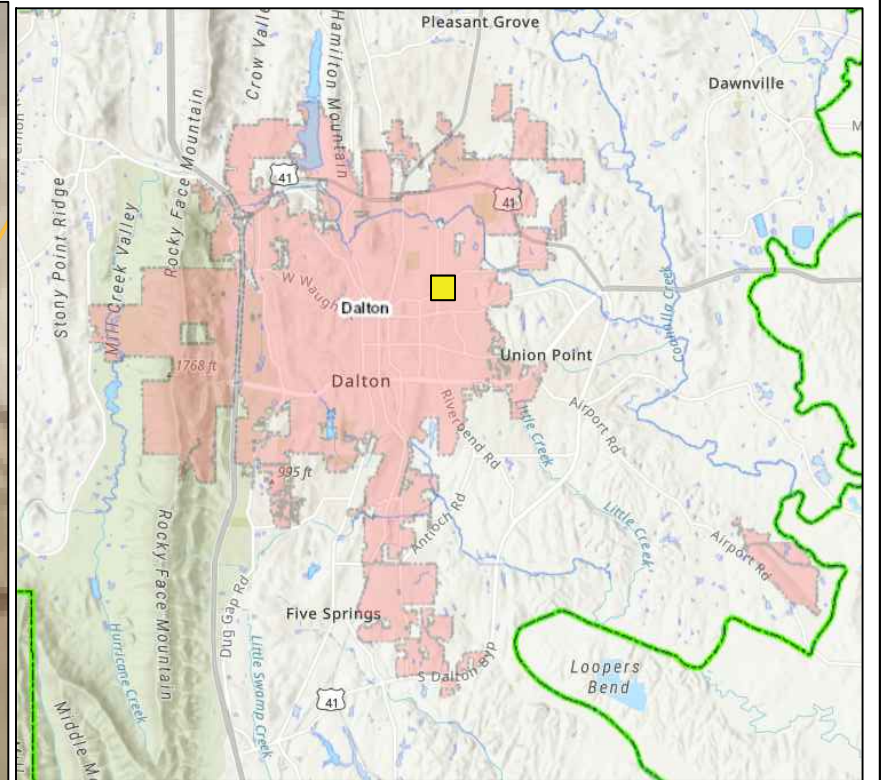


Legend

County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_008131	Pipe Height 15 in	Pipe Length 39.45 LF
Nearest Address 1112 Windsor Drive	Material CMP	Pipe Classification 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 14



Legend

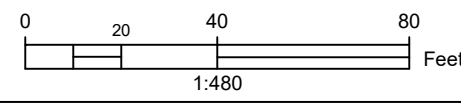
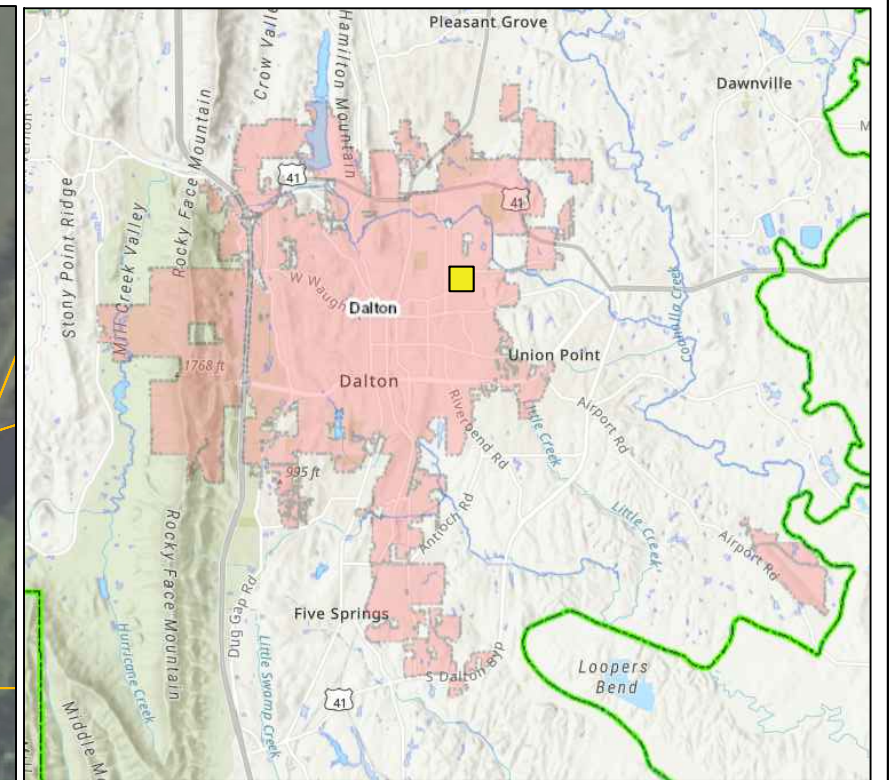
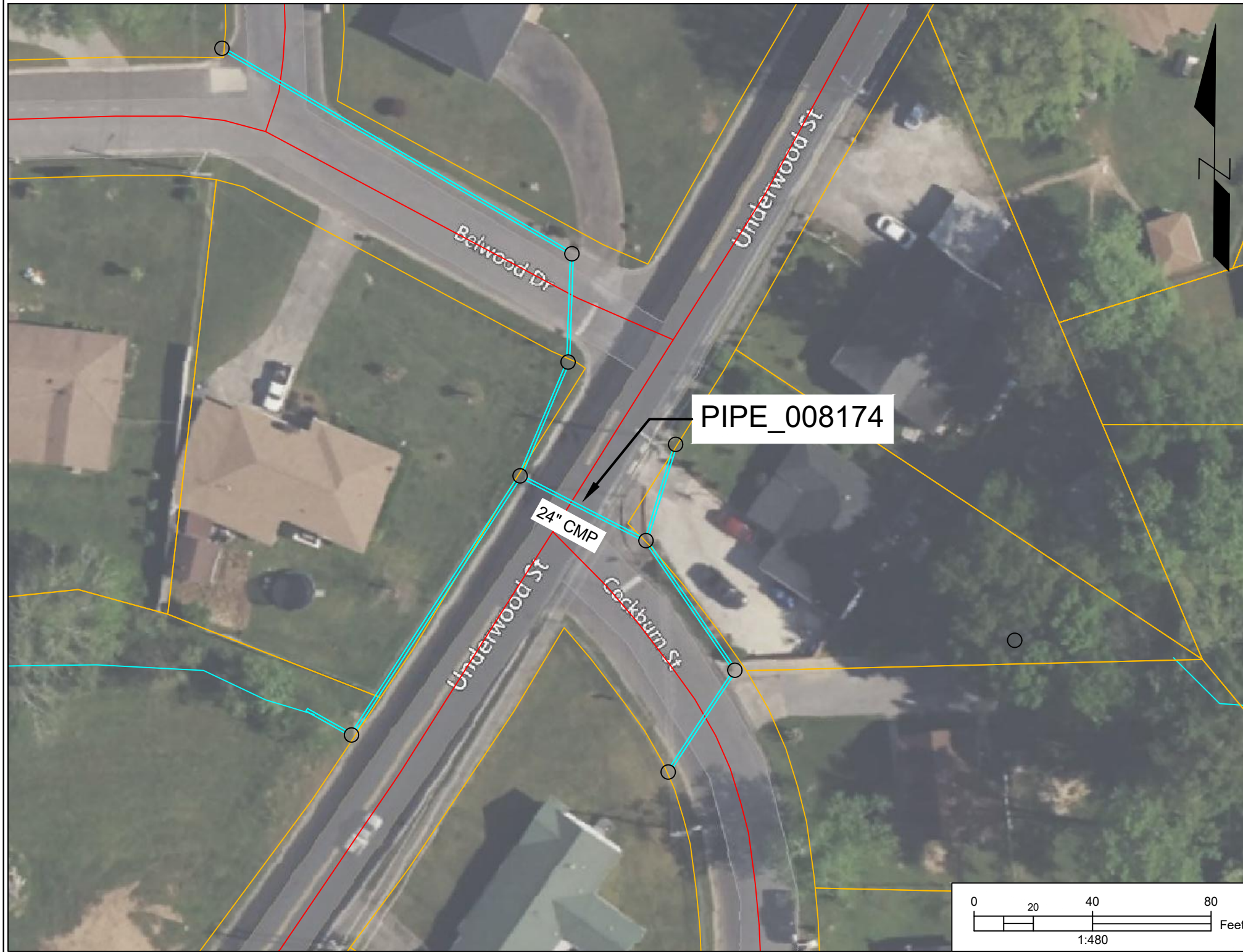
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_008172	Pipe Height 15 in	Pipe Length 36.58 LF
Nearest Address 701 Bellwood Drive	Material CMP	Pipe Classification 1A - Flexible

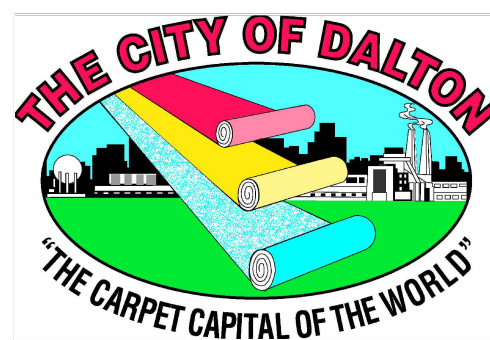
City of Dalton Public Works Department
Appendix A
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FIGURE
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Legend

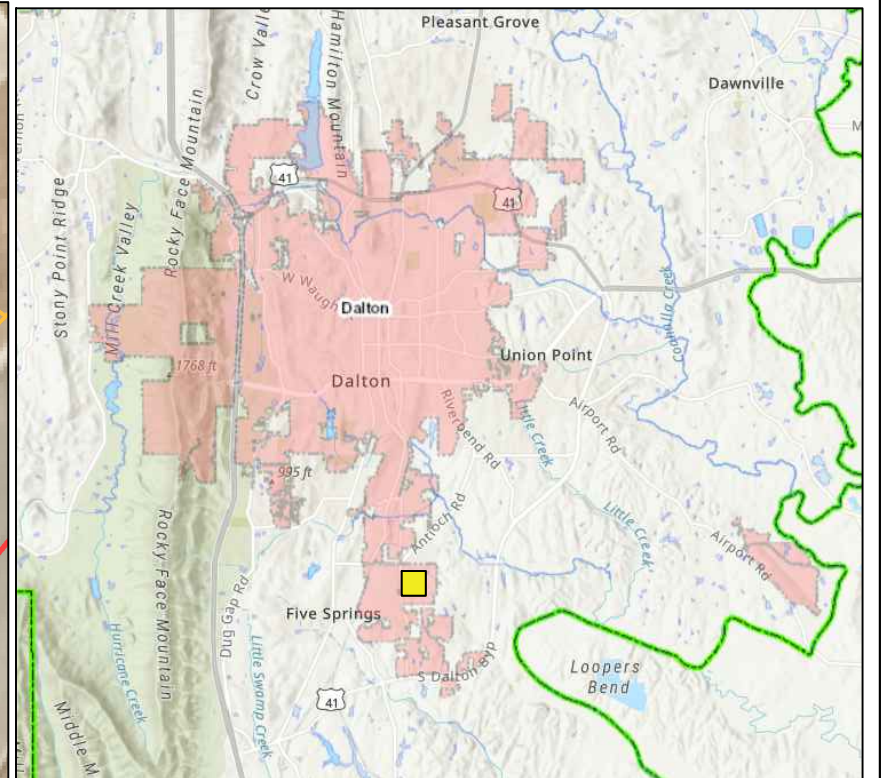
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_008174	Pipe Height 24 in	Pipe Length 32 LF
Nearest Address 1118 Underwood Street	Material CMP	Pipe Classification 2A - Flexible

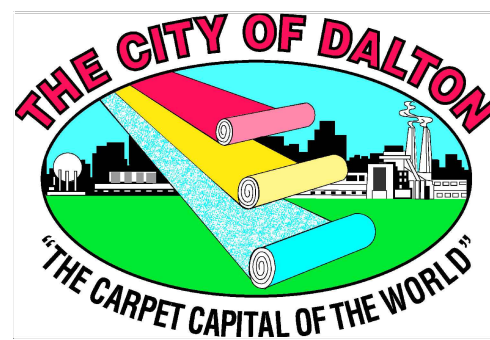
City of Dalton Public Works Department
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FIGURE
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Legend

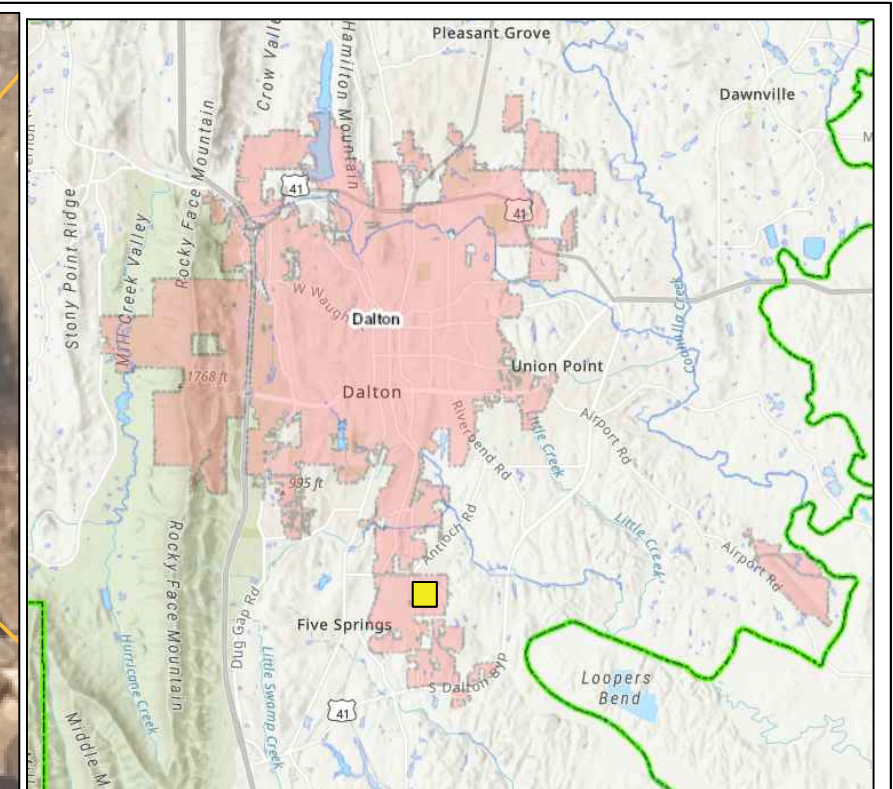
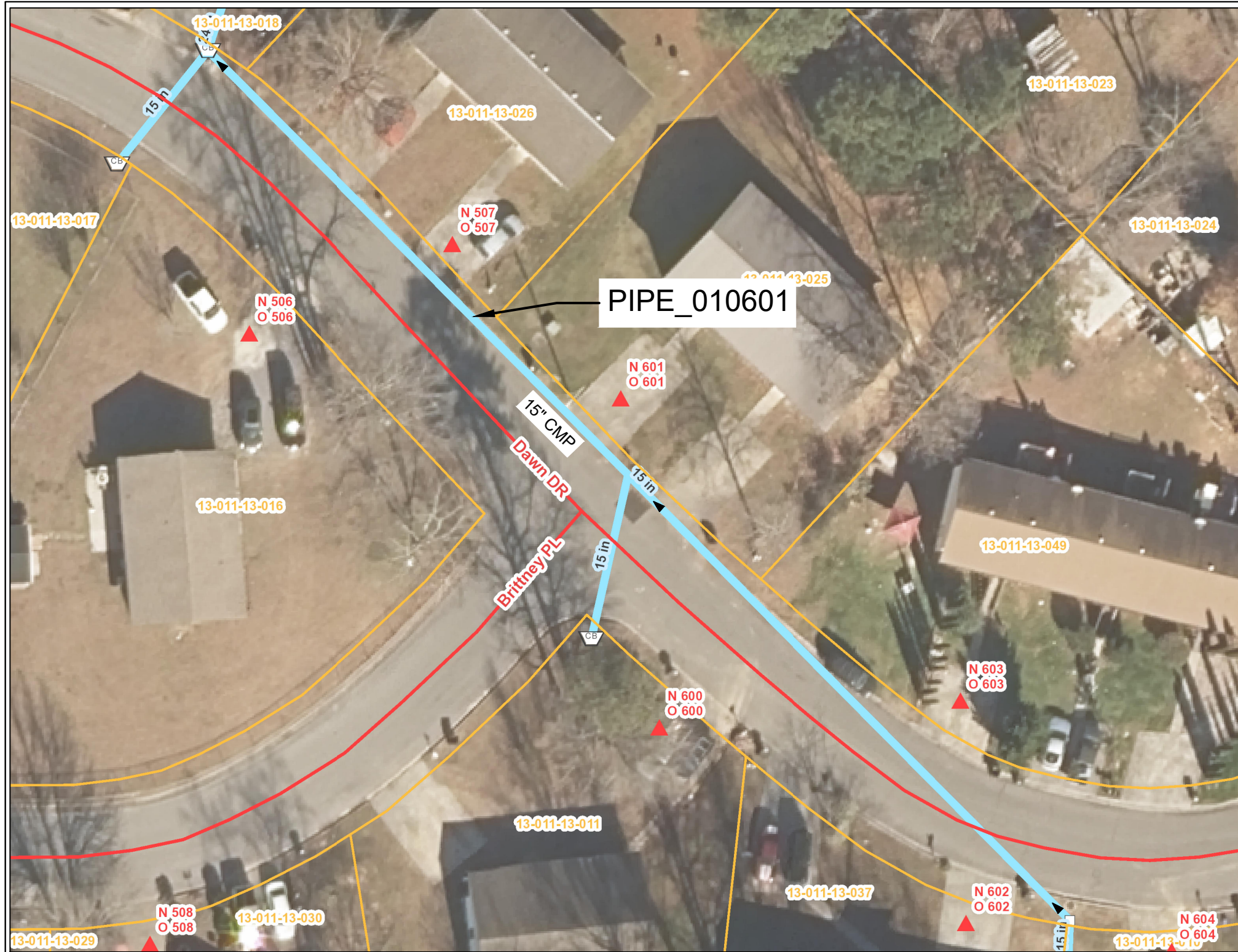
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010588	Pipe Height 18 in	Pipe Length 227.20 LF
Nearest Address 500 Dawn Drive	Material CMP	Pipe Classification 1A - Flexible

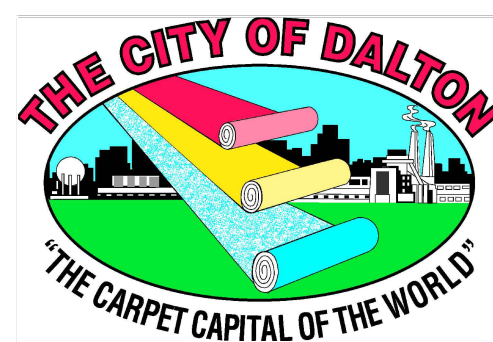
City of Dalton Public Works Department
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Legend

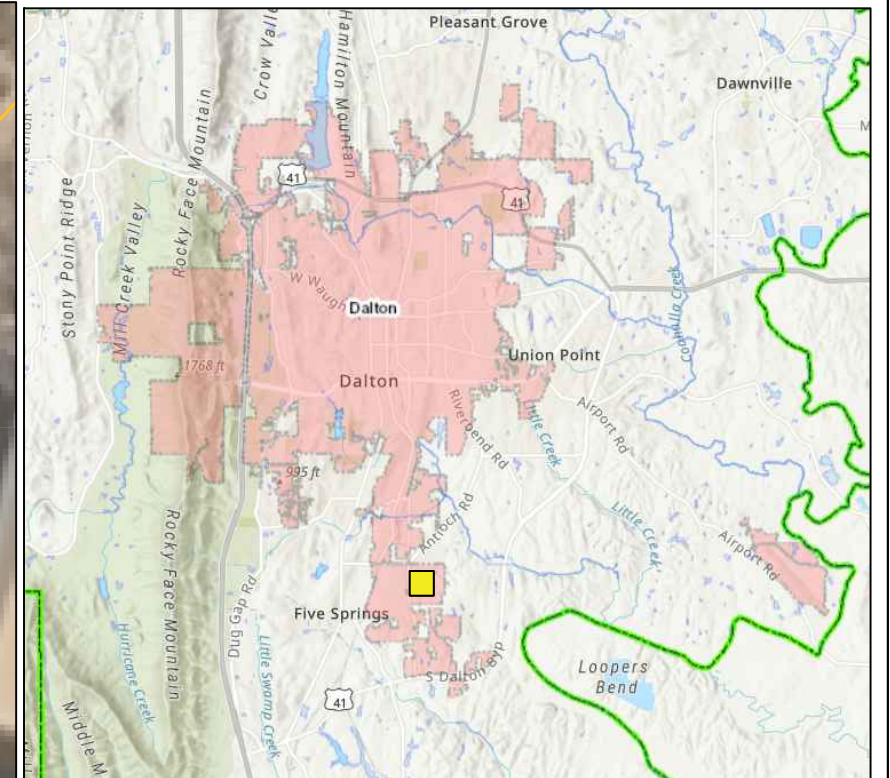
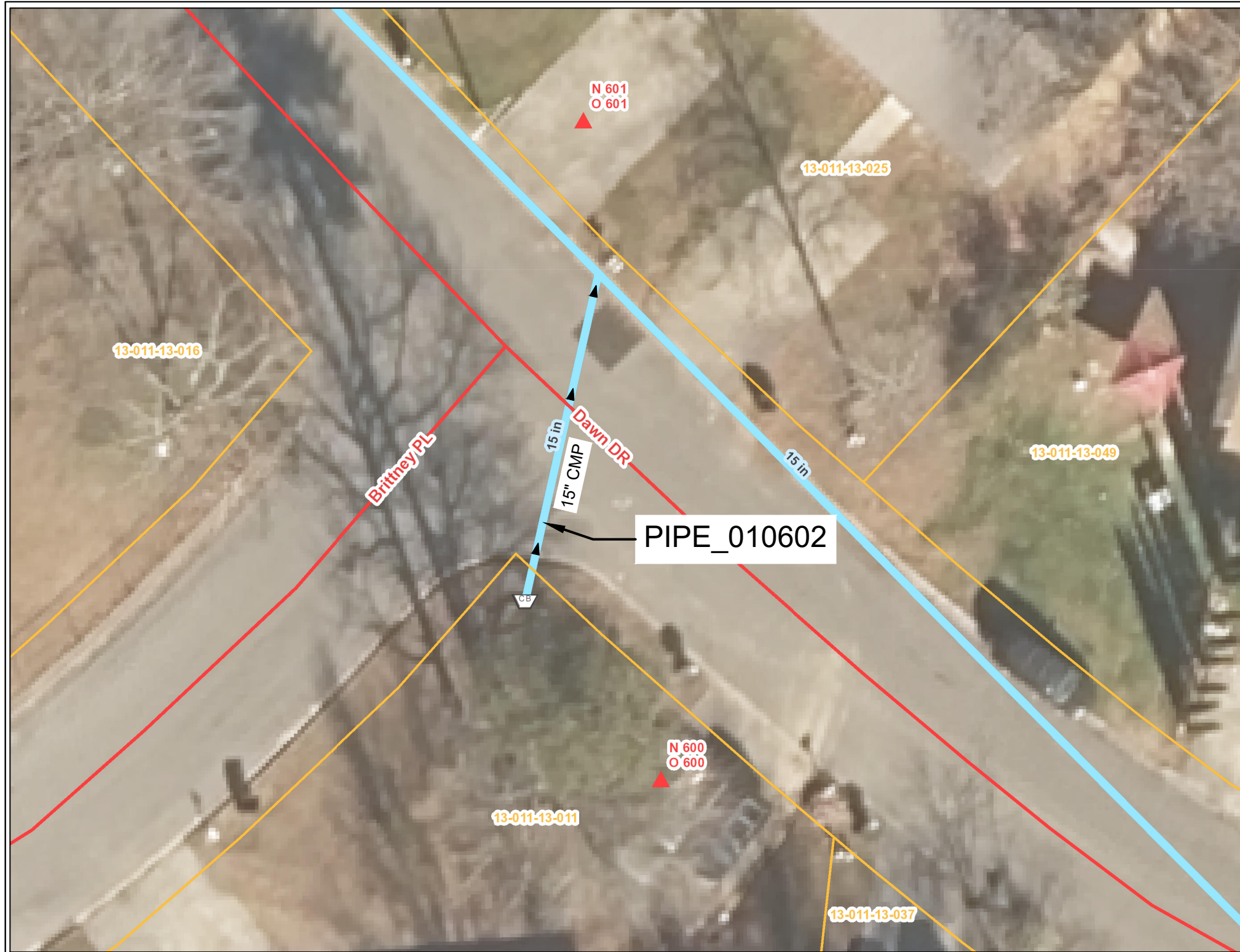
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010601	Pipe Height 15 in	Pipe Length 340.68 LF
Nearest Address 604 Dawn Drive	Material CMP	Pipe Classification 1A - Flexible

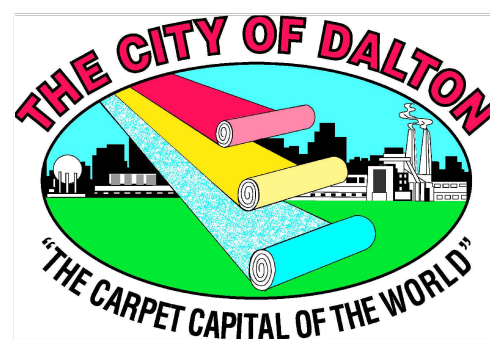
City of Dalton Public Works Department
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FIGURE
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Legend

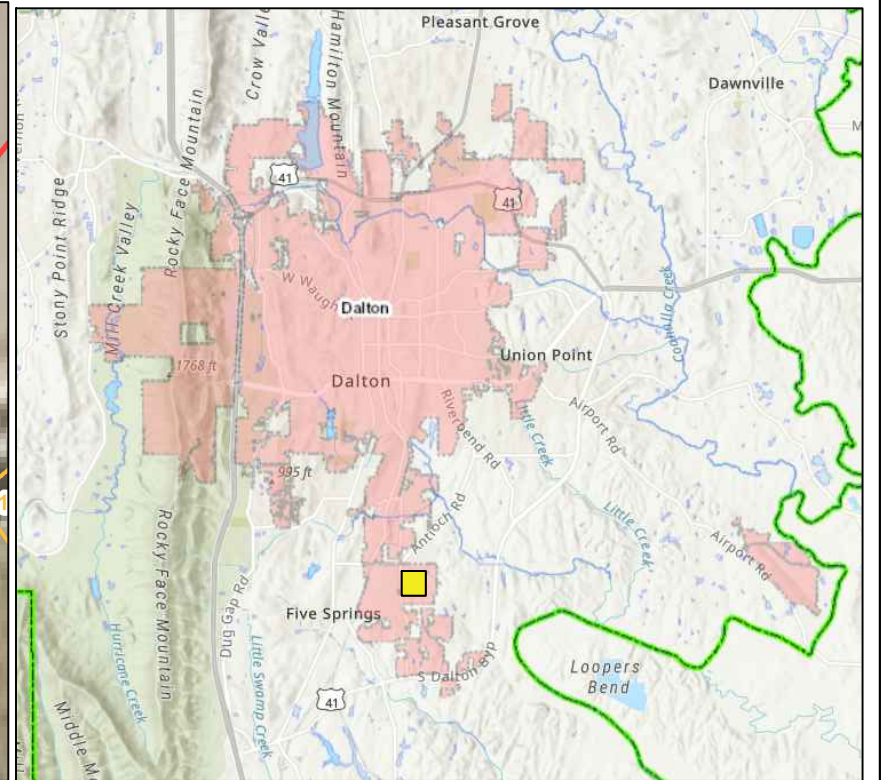
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010602	Pipe Height 15 in	Pipe Length 46.67 LF
Nearest Address 600 Dawn Drive	Material CMP	Pipe Classification 1A - Flexible

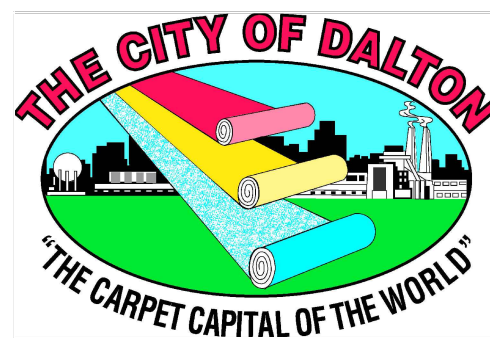
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Legend

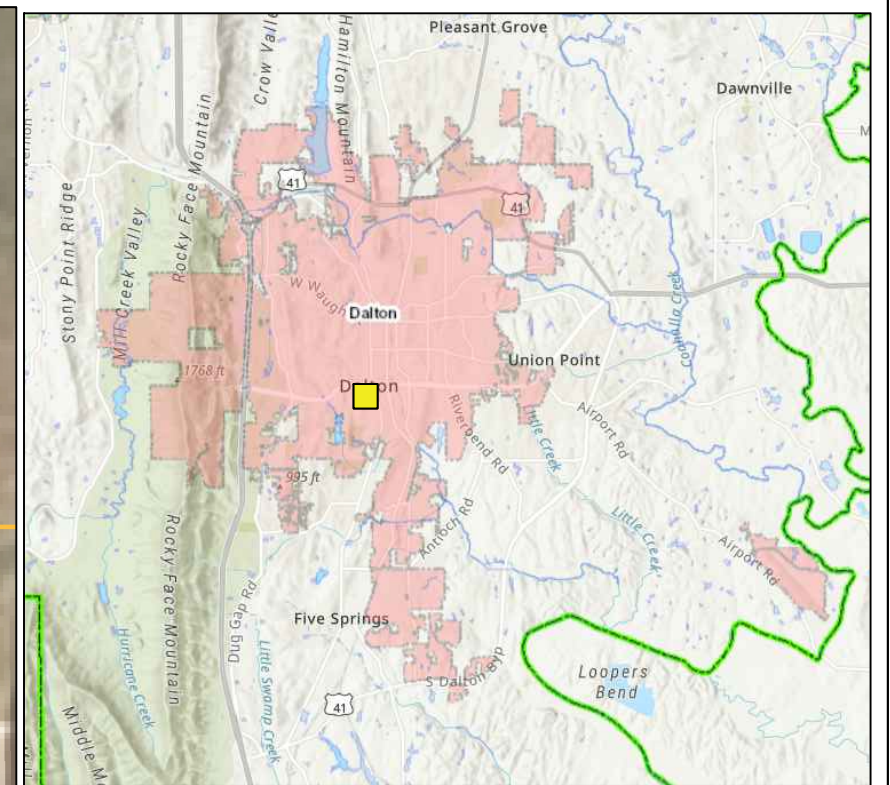
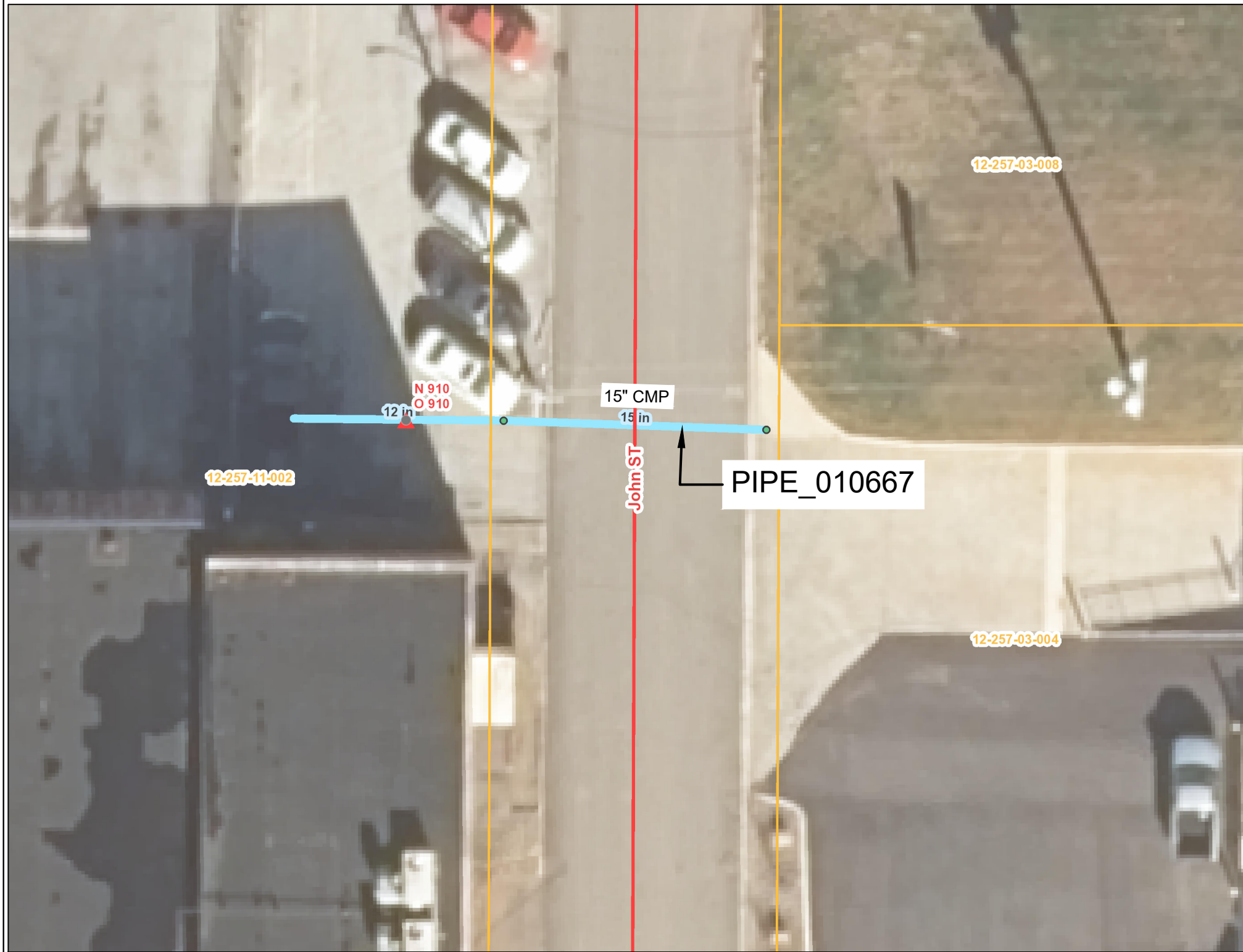
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010606	Pipe Height 24 in	Pipe Length 40.86 LF
Nearest Address 704 Corey Place	Material CMP	Pipe Classification 1A - Flexible

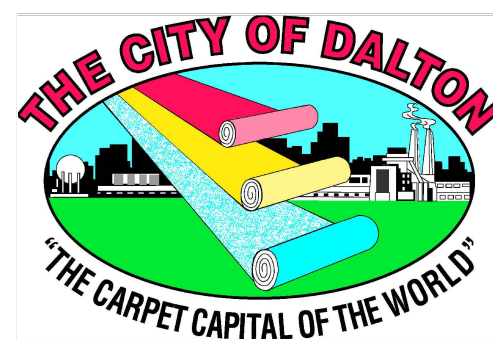
City of Dalton Public Works Department
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FIGURE
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Legend

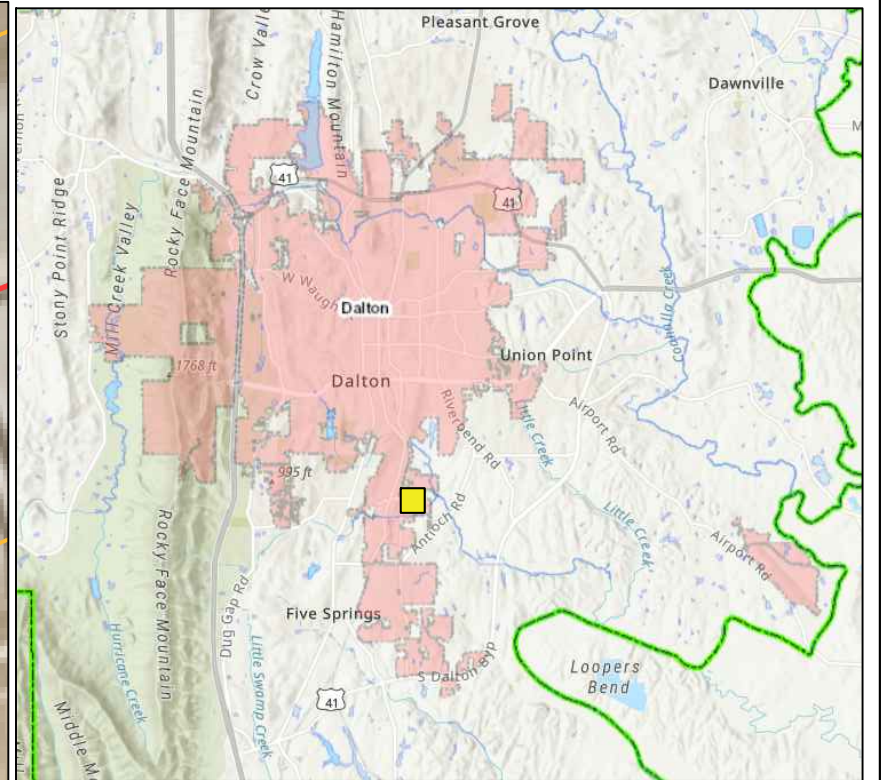
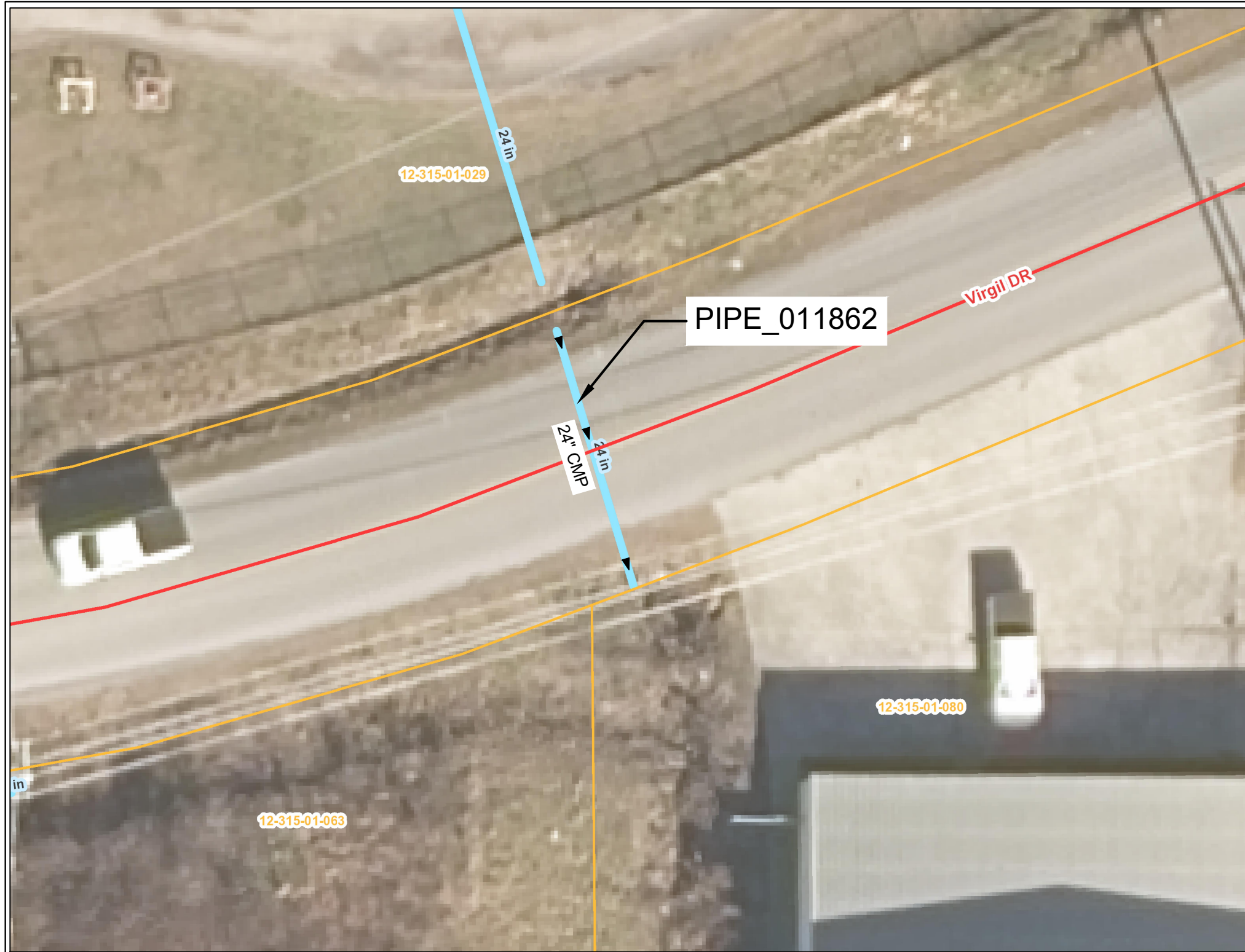
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010667	Pipe Height 15 in	Pipe Length 36.49 LF
Nearest Address 910 John Street	Material CMP	Pipe Classification 1A - Flexible

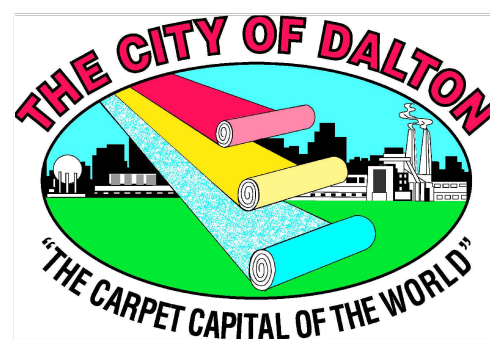
City of Dalton Public Works Department
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FIGURE
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Legend

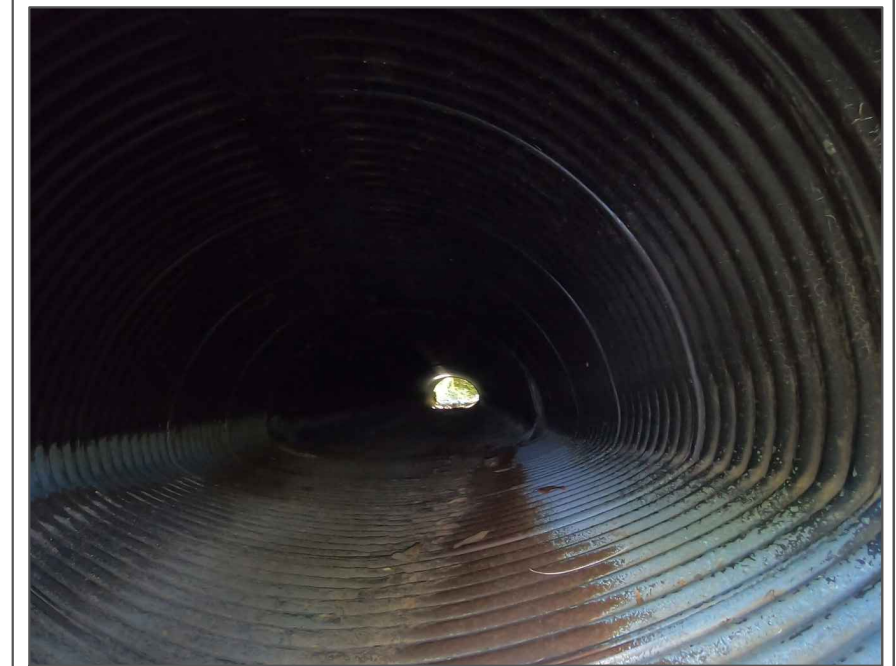
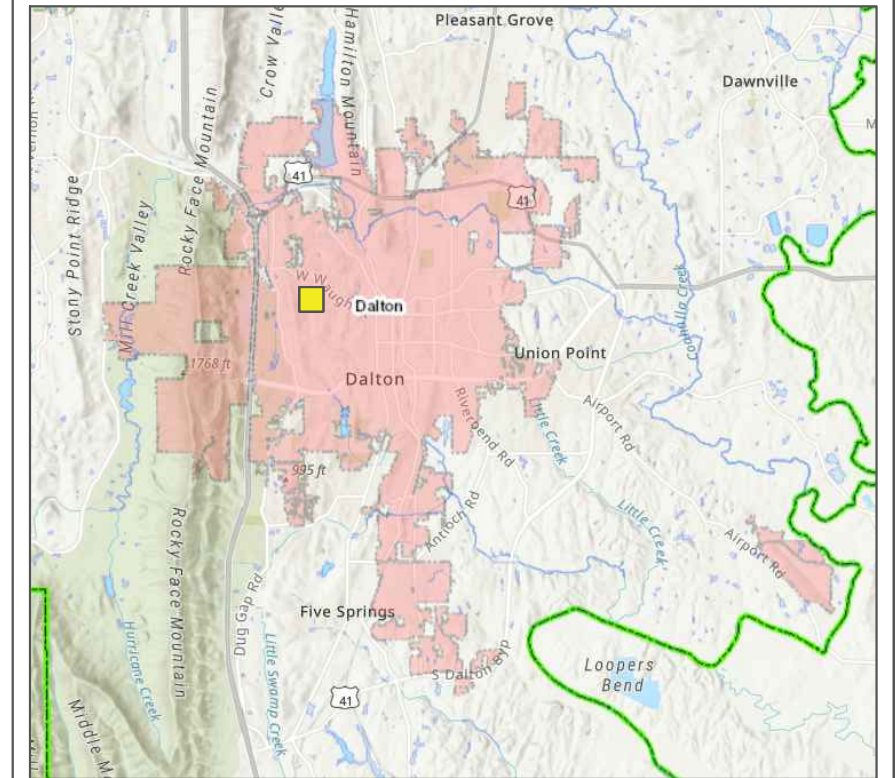
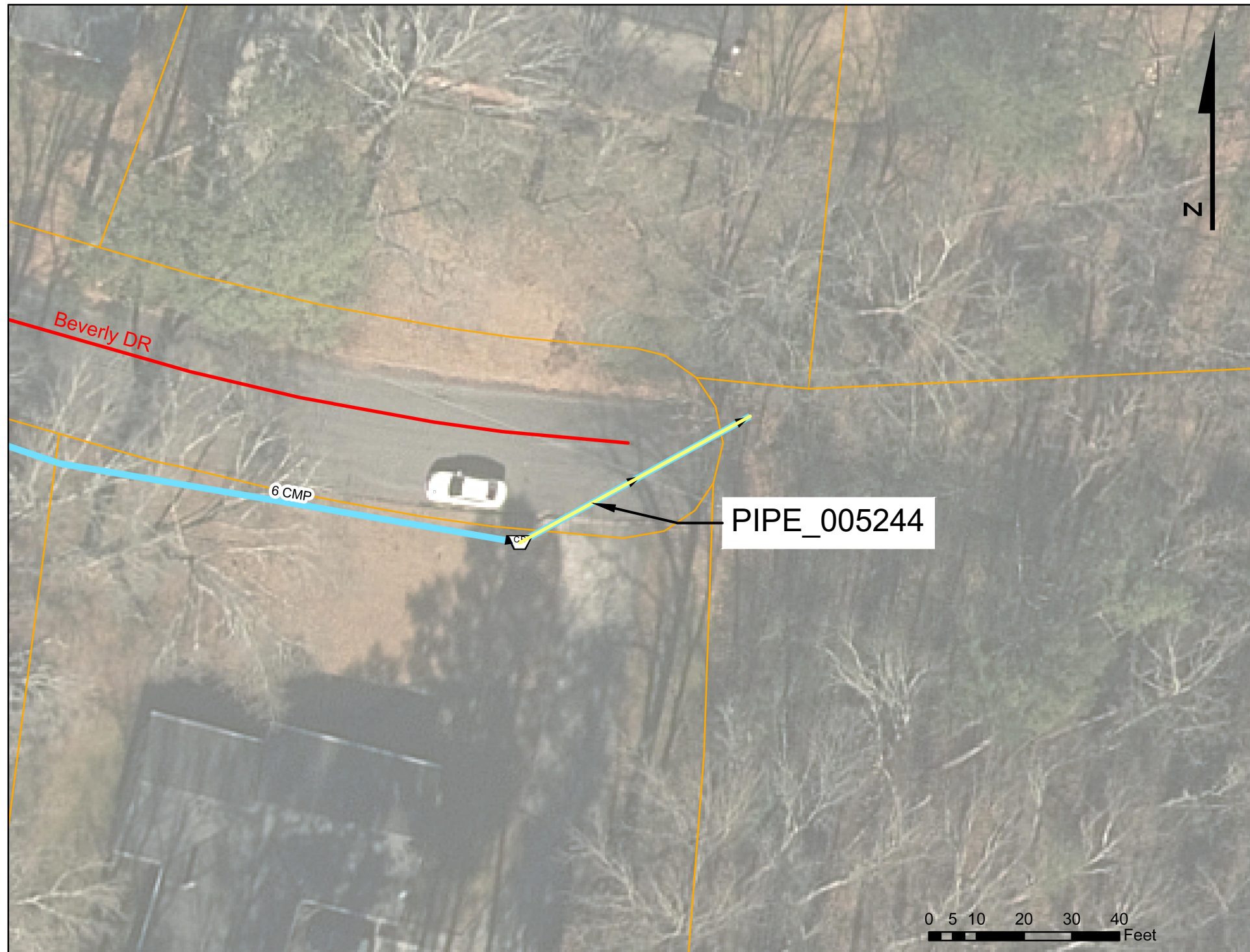
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_011862	Pipe Height 24 in	Pipe Length 36.92 LF
Nearest Address 427 Virgil Drive	Material CMP	Pipe Classification 1A - Flexible

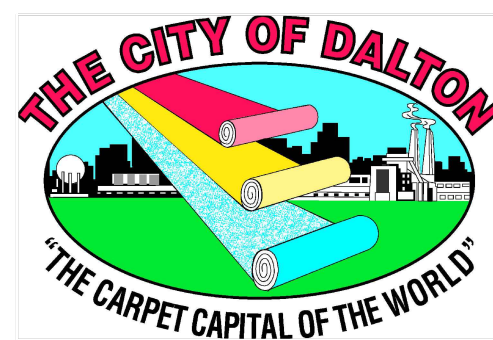
City of Dalton Public Works Department
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FIGURE
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Legend

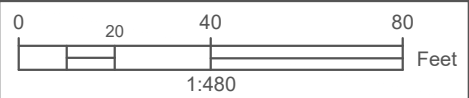
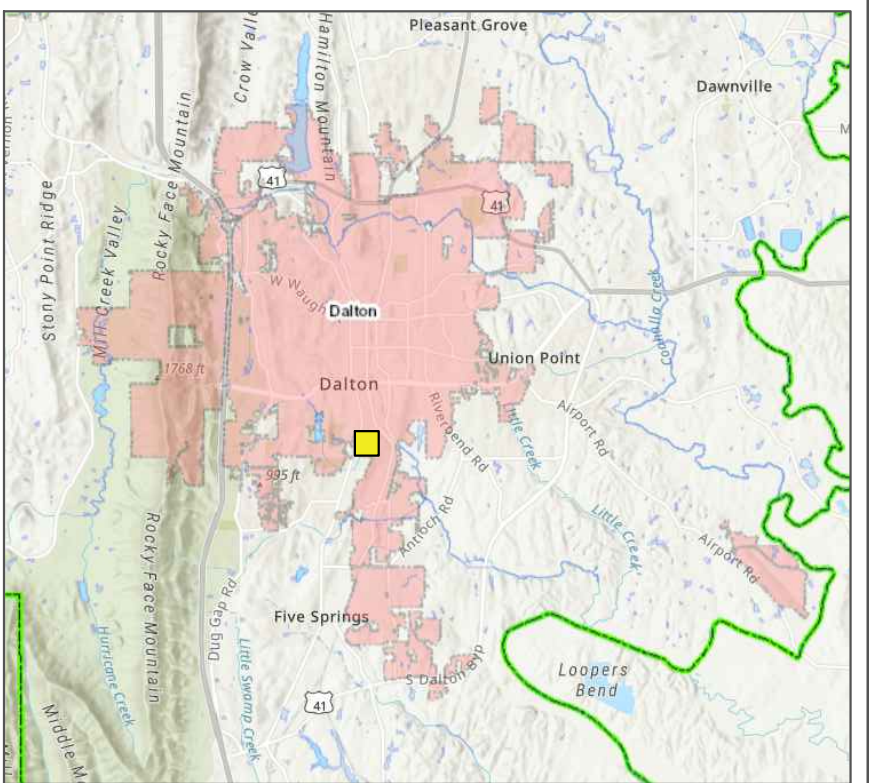
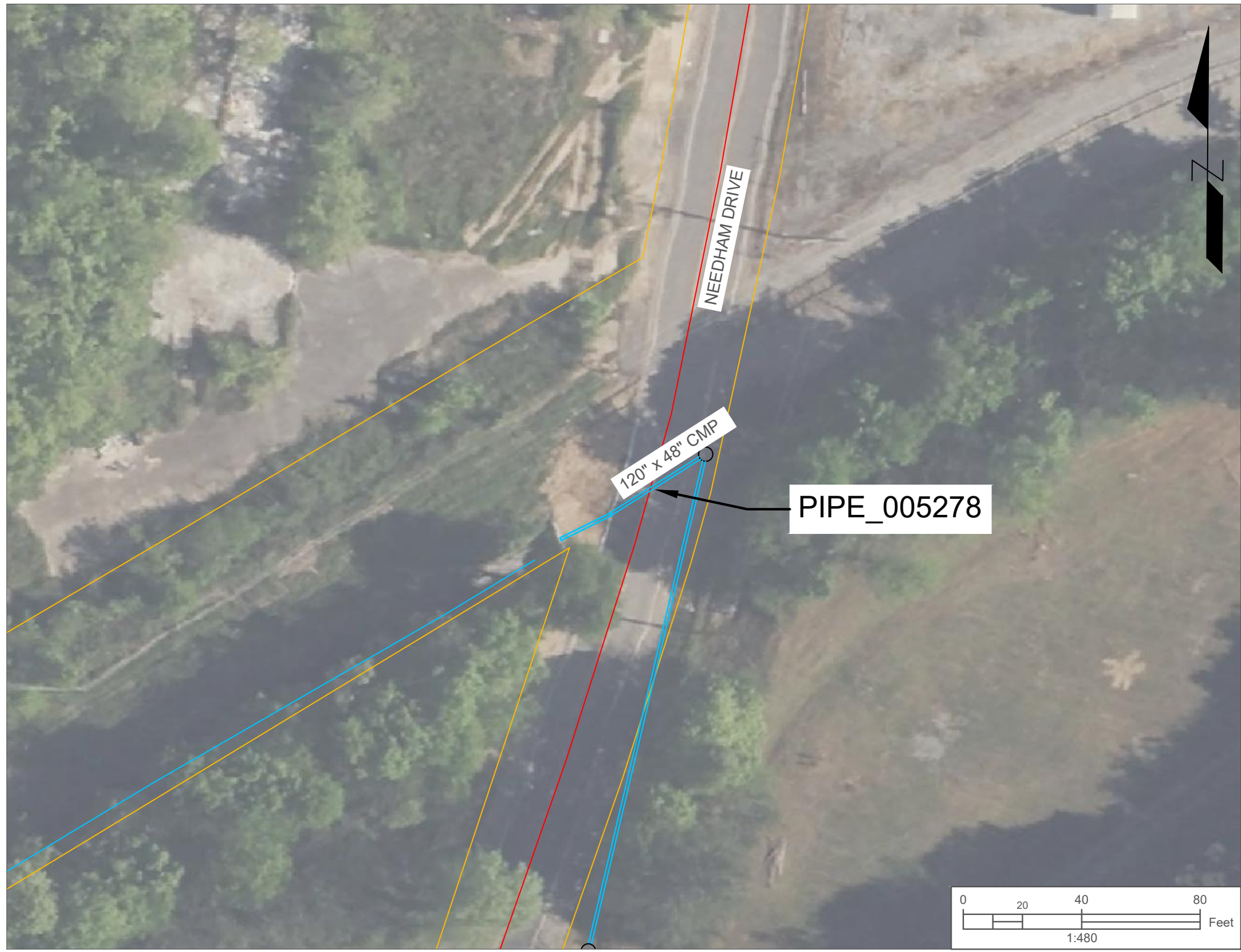
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005244	Pipe Height 78" x 48" Elliptical	Pipe Length 55.10 LF
Nearest Address 1303 Beverly Drive	Material CMP	Pipe Classification 1A - Flexible

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FIGURE
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Legend

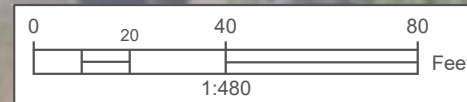
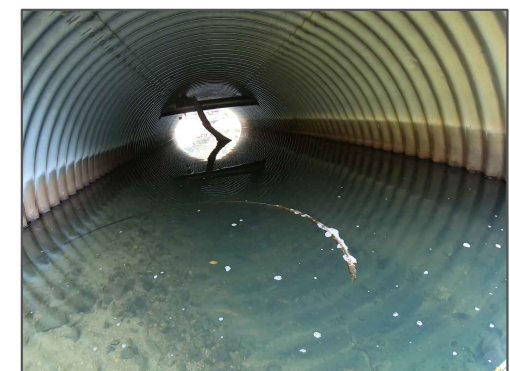
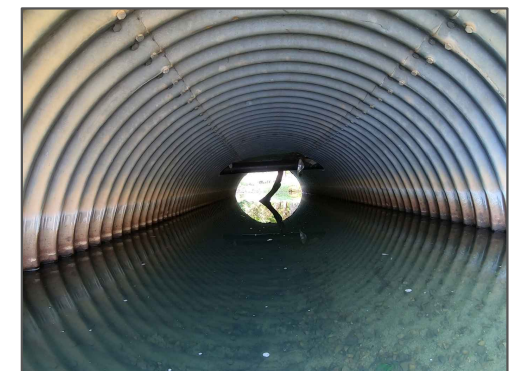
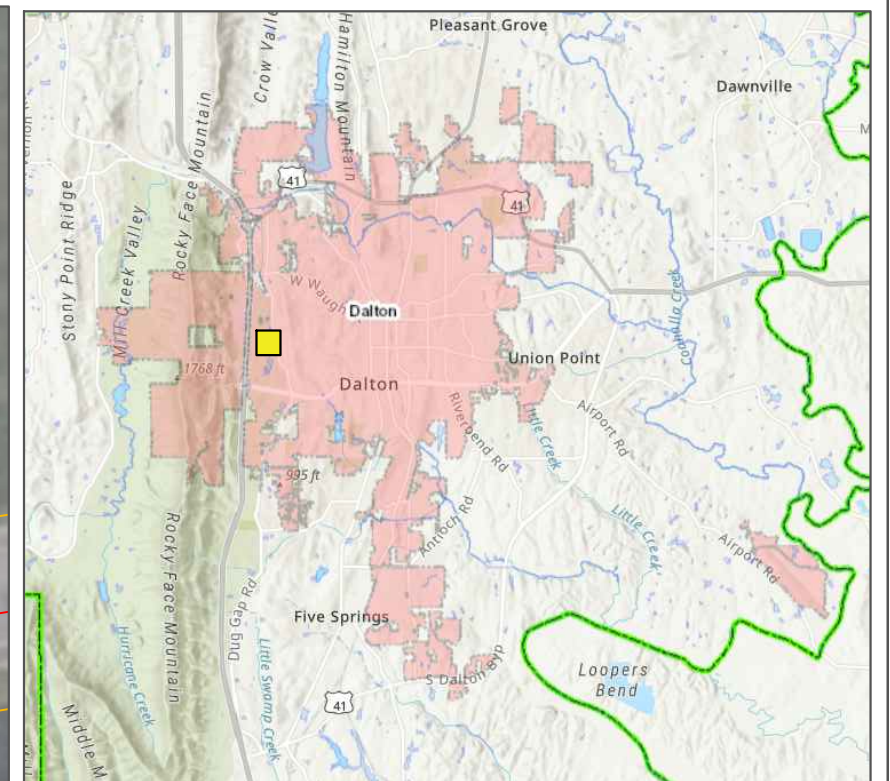
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005278	Pipe Height 120" x 48" Arch	Pipe Length 45 LF
Nearest Address 1403 Needham Drive	Material CMP	Pipe Classification 2B - Flexible

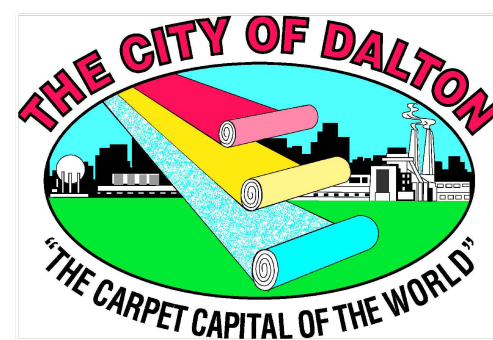
City of Dalton Public Works Department
Appendix A
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Legend

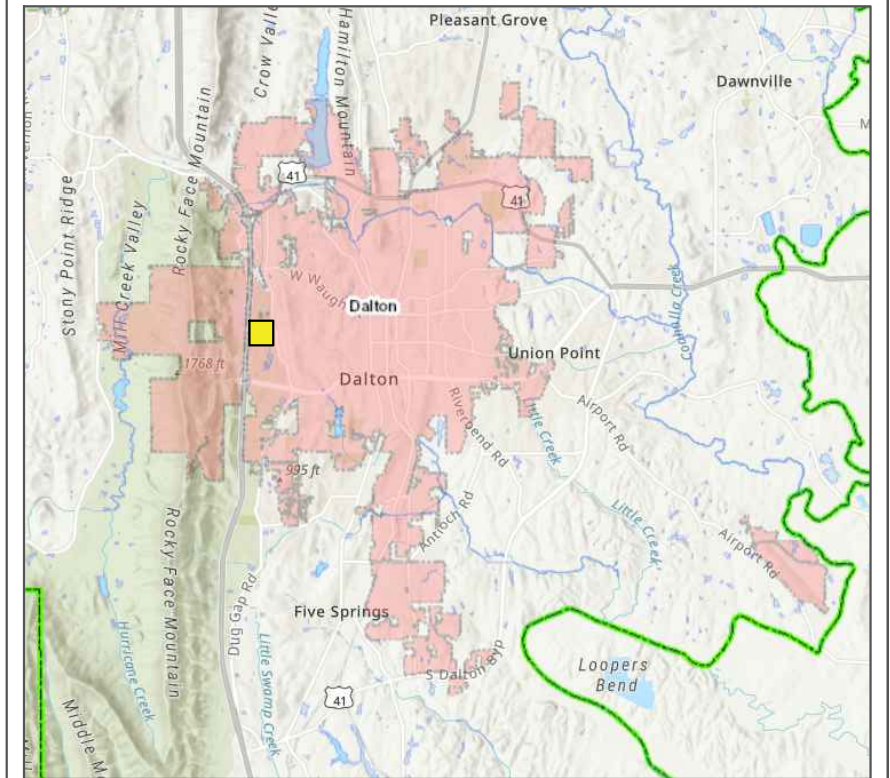
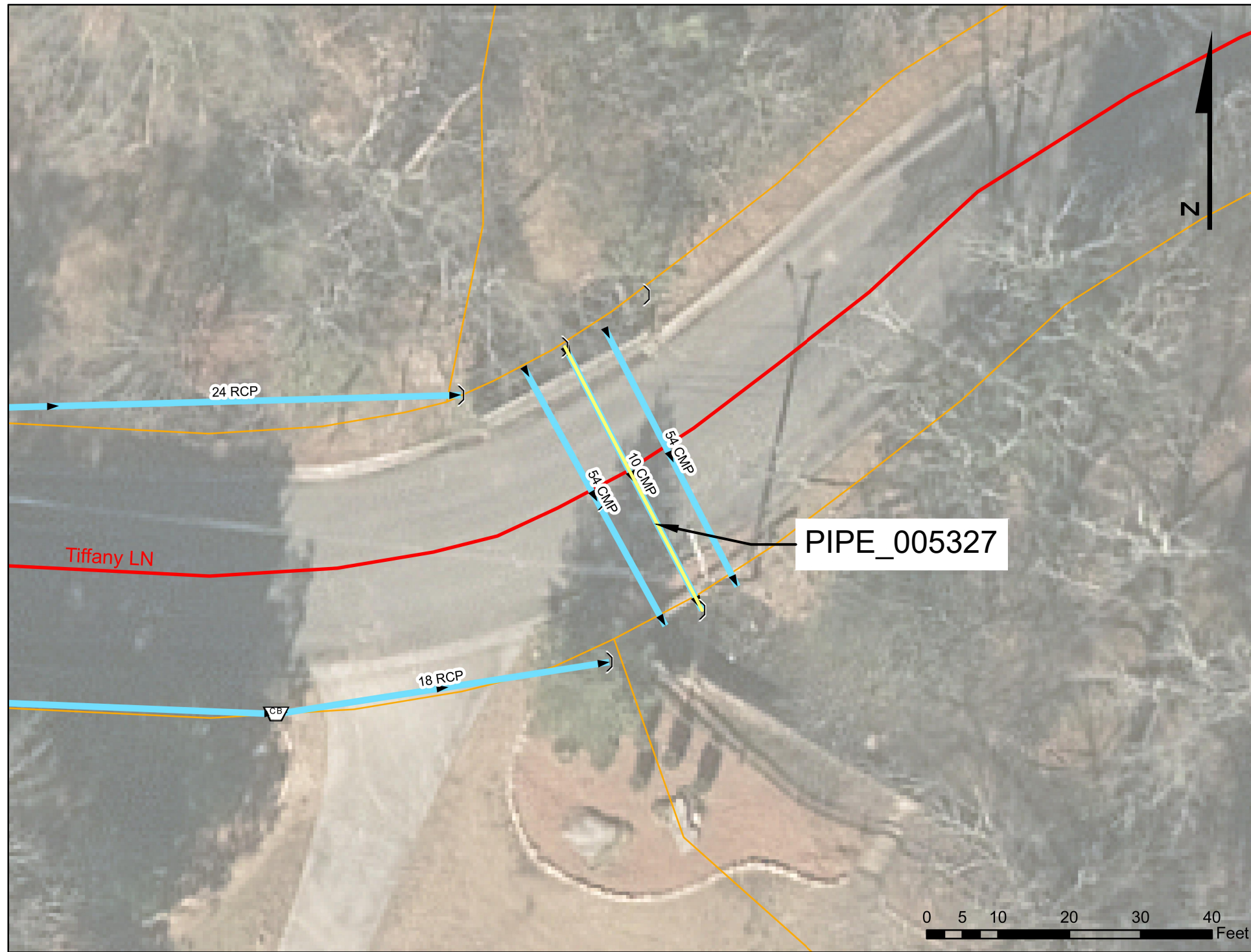
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005326	Pipe Height 102" x 75" Elliptical	Pipe Length 39.67 LF
Nearest Address 1803 Woodvalley Drive	Material CMP	Pipe Classification 1A - Flexible

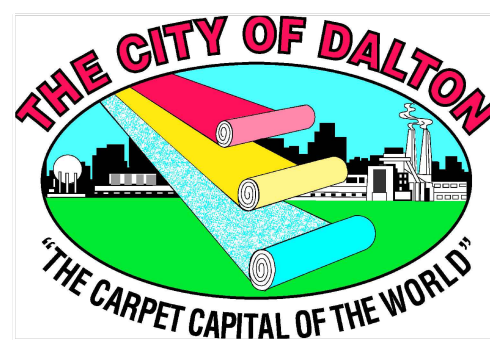
City of Dalton Public Works Department
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Legend

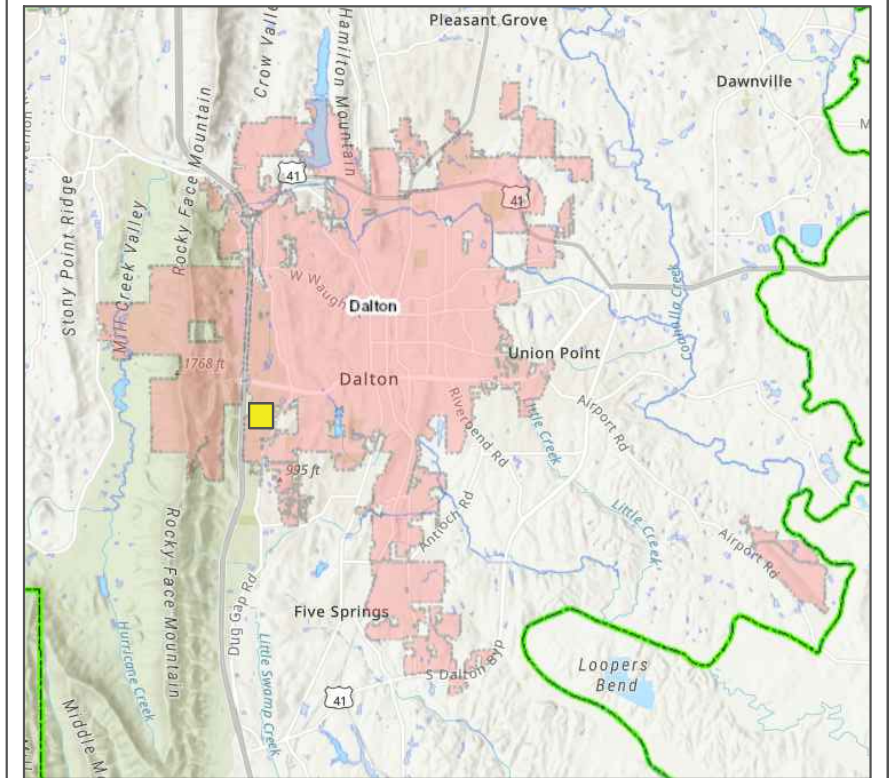
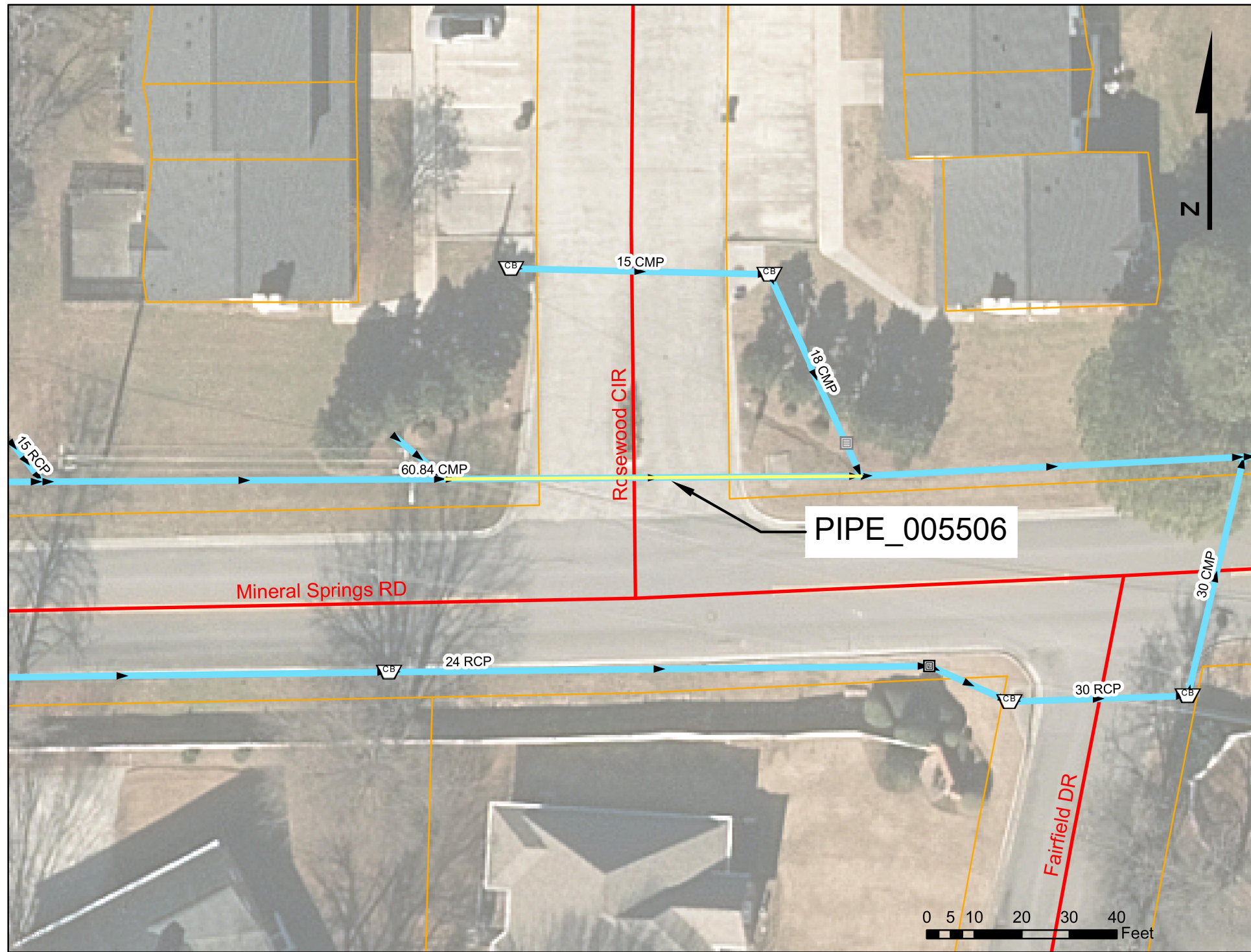
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005327	Pipe Height 112" x 82" Elliptical	Pipe Length 41.70 LF
Nearest Address 115 N. Tibbs Road	Material CMP	Pipe Classification 1A - Flexible

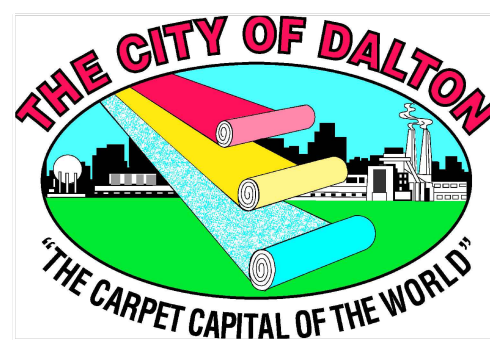
City of Dalton Public Works Department
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FIGURE
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Legend

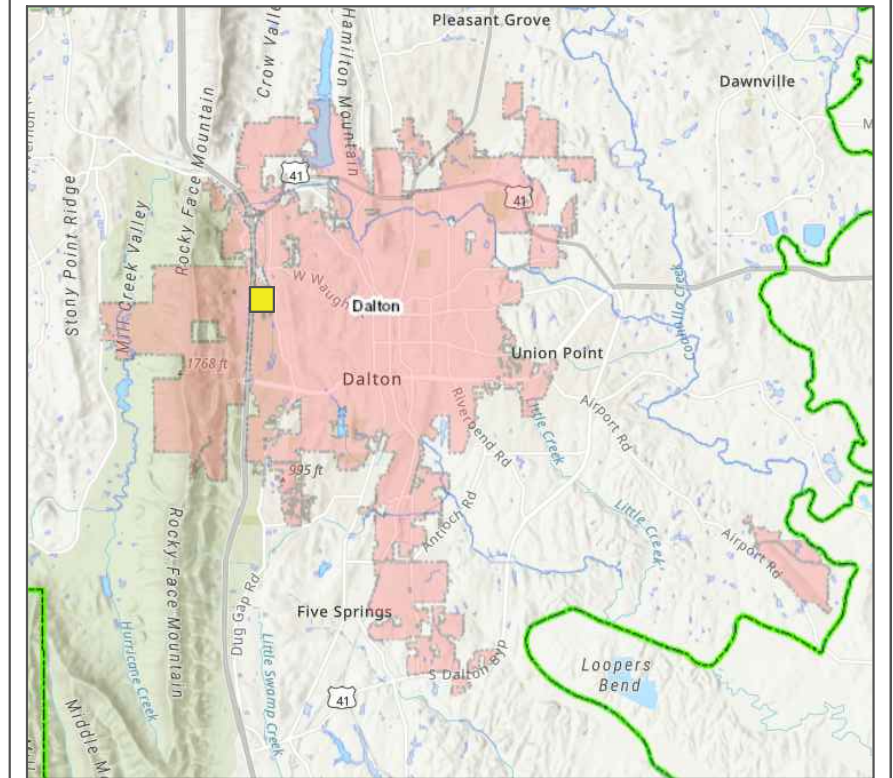
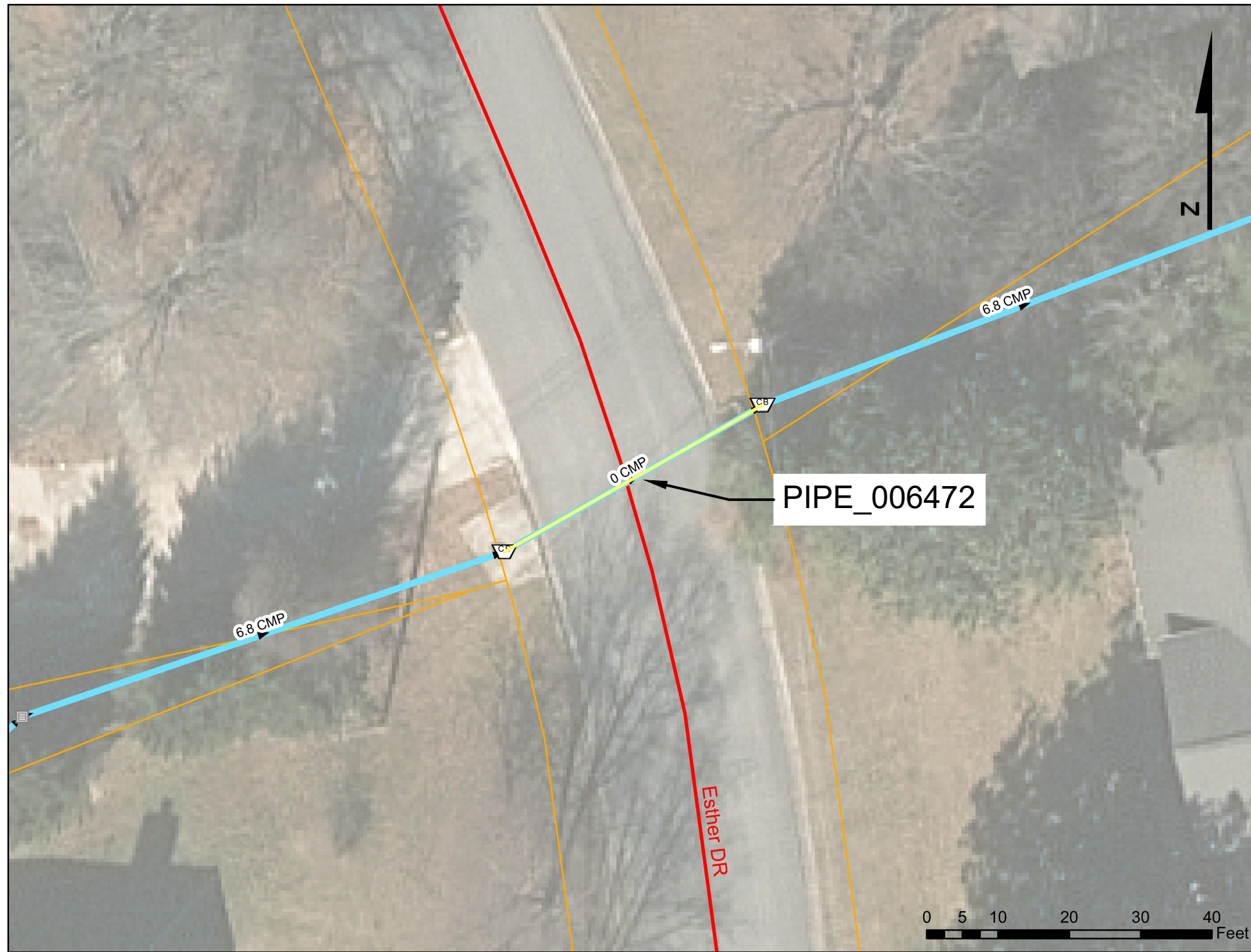
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_005506	Pipe Height 60 in	Pipe Length 87.49 LF
Nearest Address Rosewood Commons Entrance	Material CMP	Pipe Classification 1A - Flexible

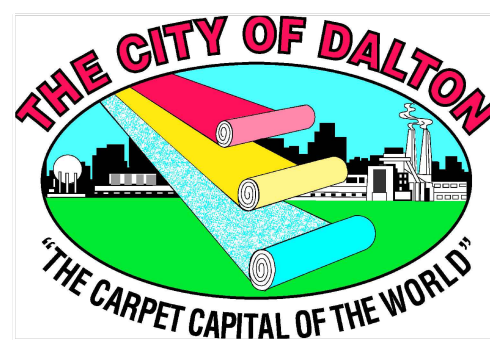
City of Dalton Public Works Department
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Legend

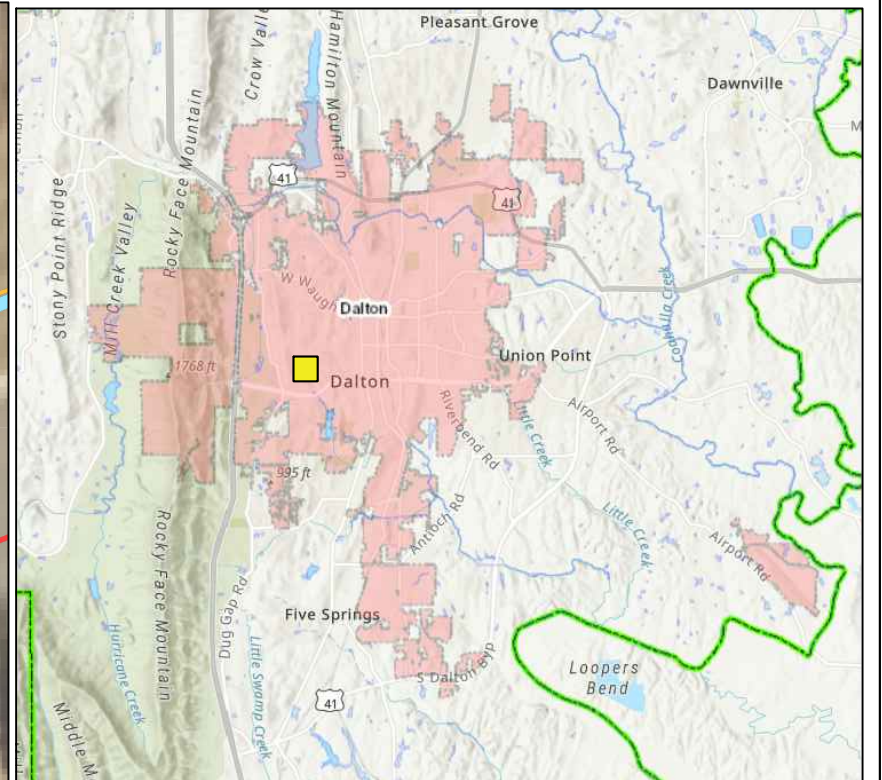
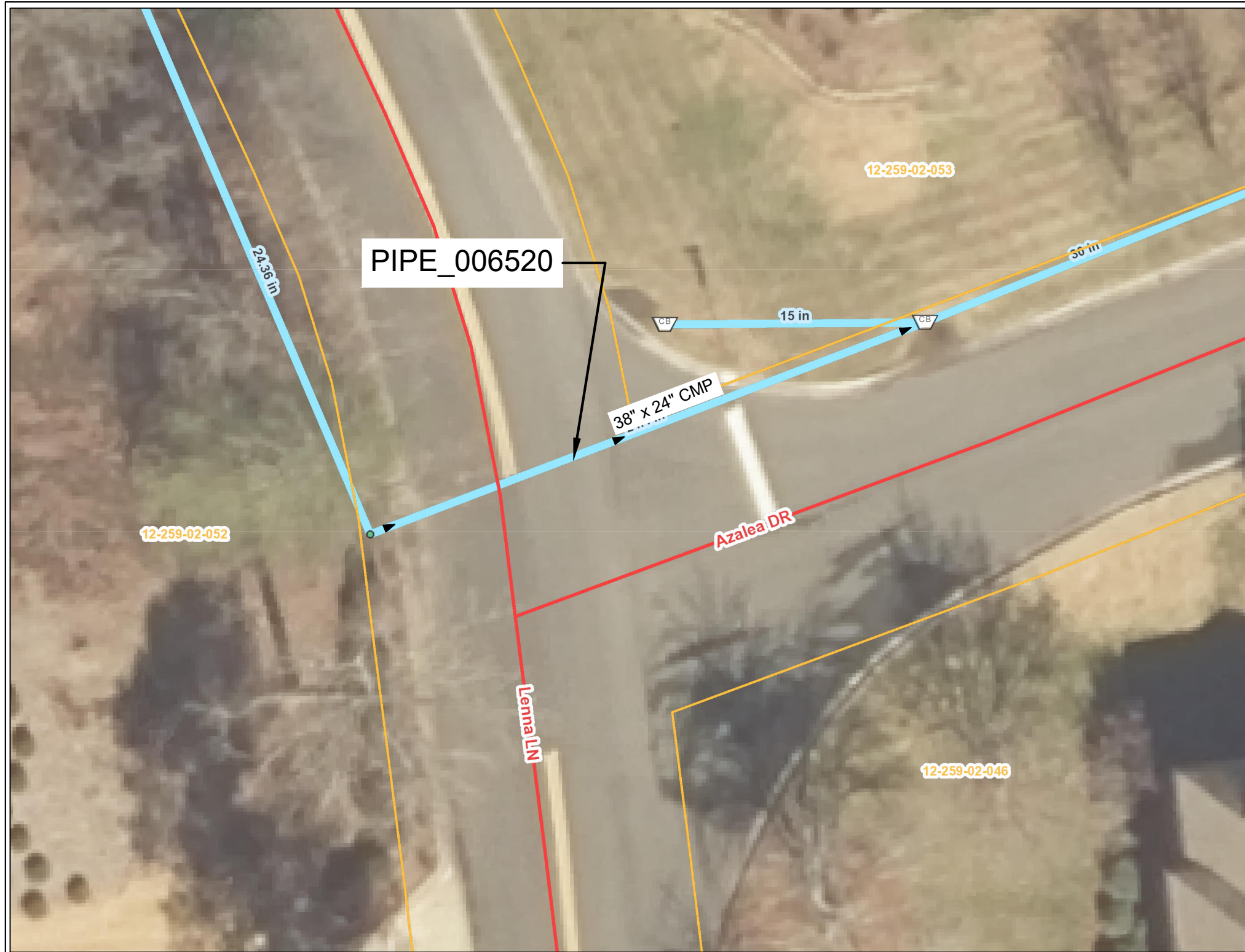
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_006472	Pipe Height 90" x 69.5" Elliptical	Pipe Length 41.71 LF
Nearest Address 408 Esther Drive	Material CMP	Pipe Classification 1A - Flexible

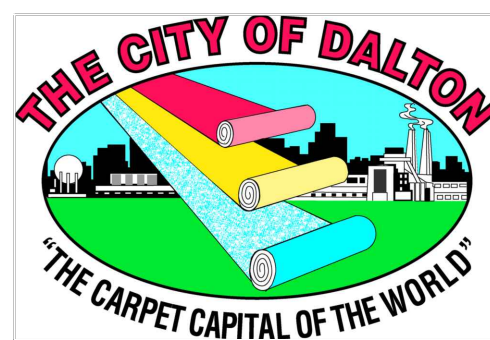
City of Dalton Public Works Department
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Legend

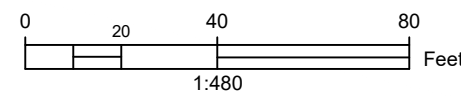
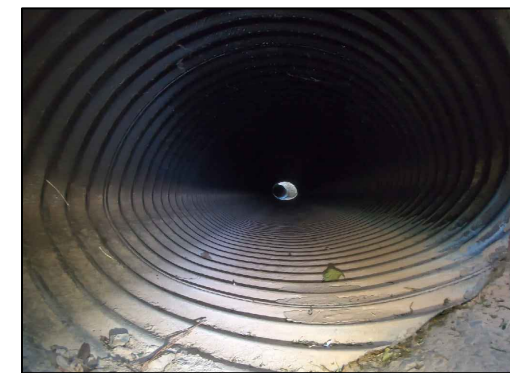
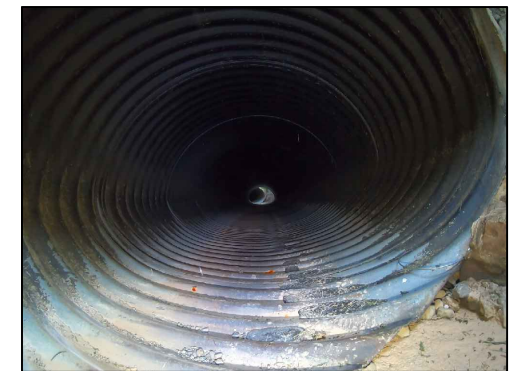
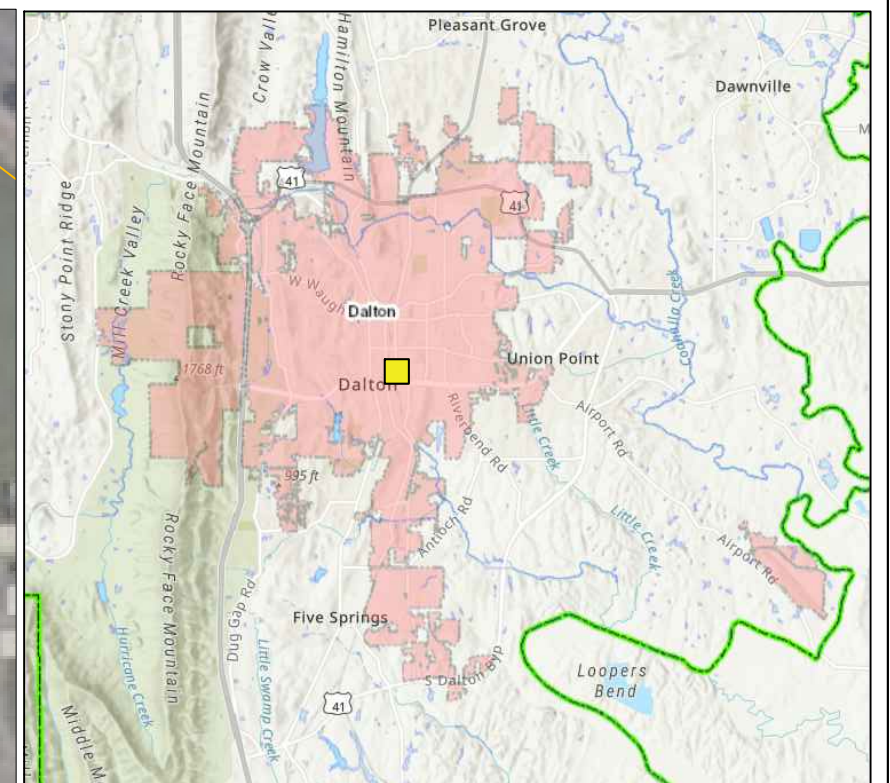
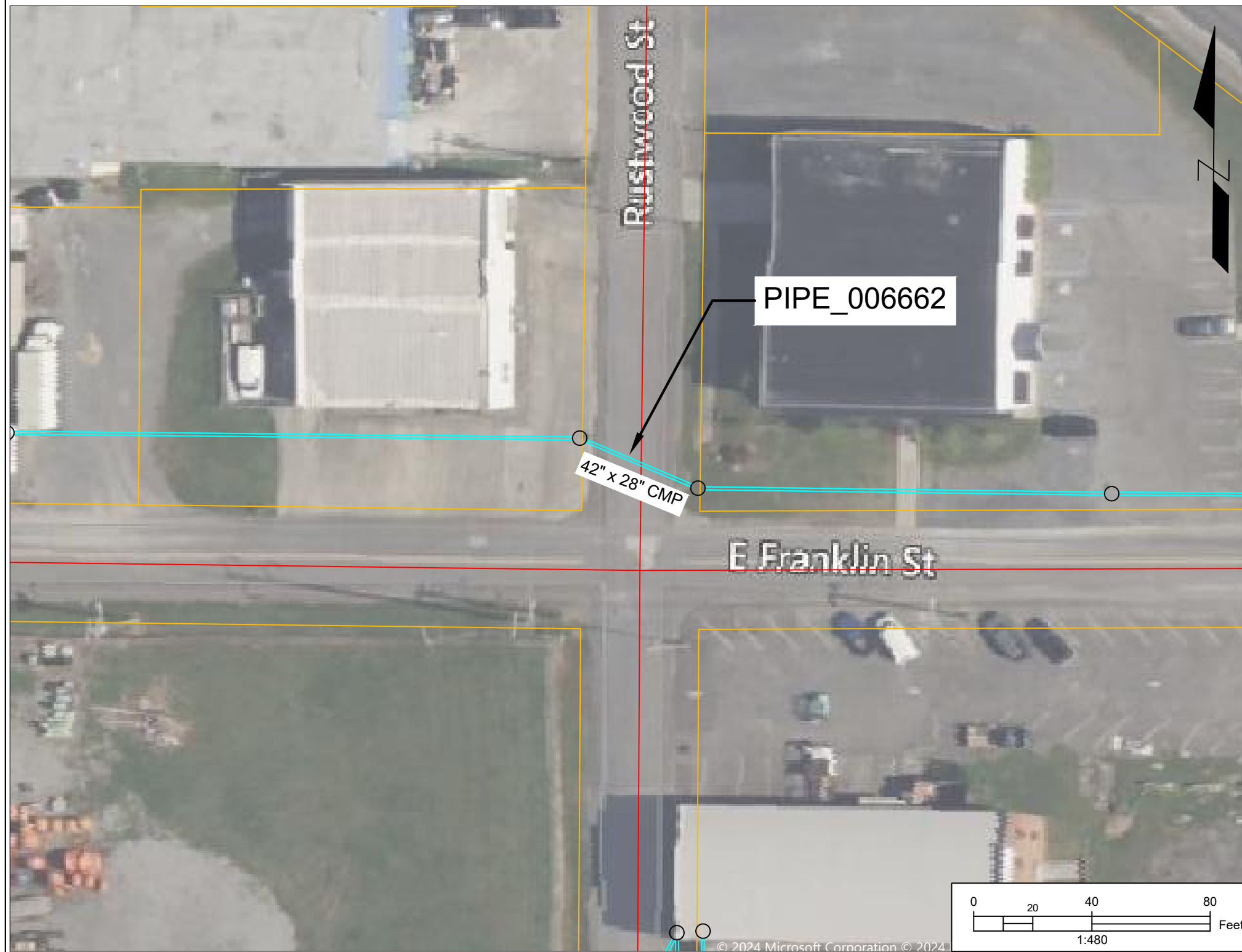
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_006520	Pipe Height 38" x 24" Elliptical	Pipe Length 82.66 LF
Nearest Address 702 Lenna Lane	Material CMP	Pipe Classification 1A - Flexible

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Legend

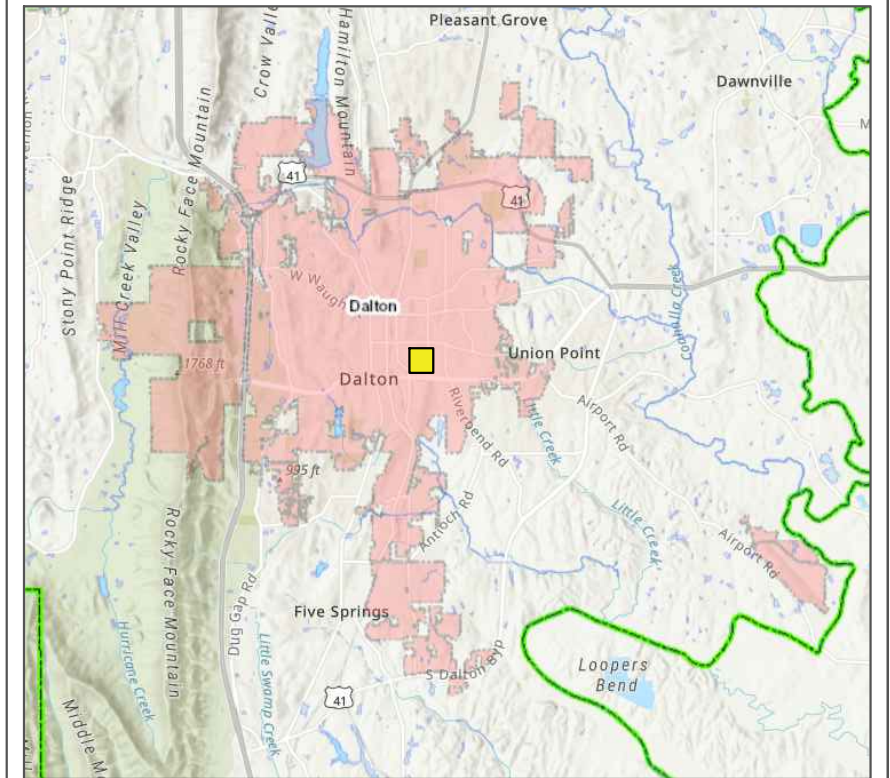
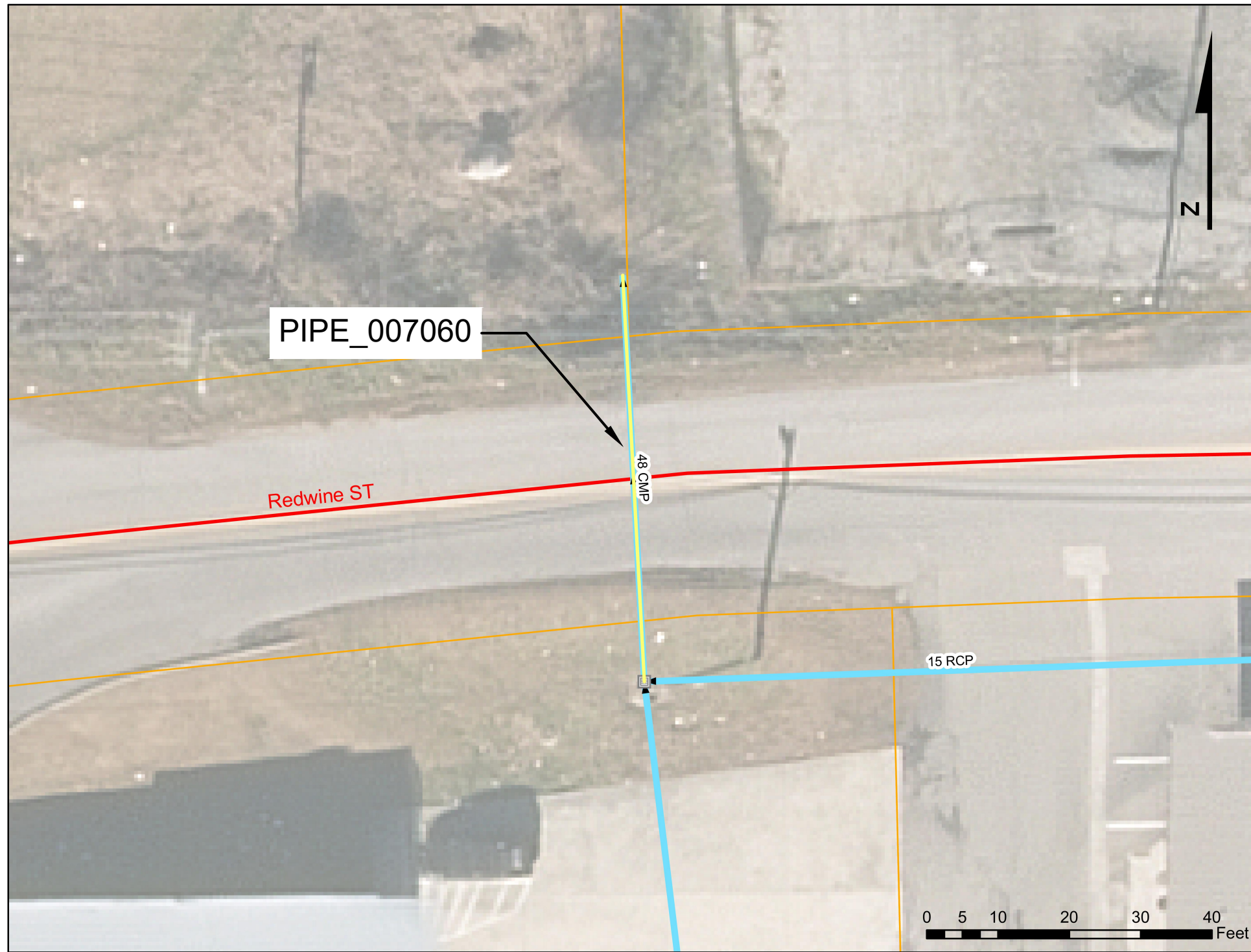
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_006662	Pipe Height 42" x 28" Elliptical	Pipe Length 43.41 LF
Nearest Address 211 E. Franklin Street	Material CMP	Pipe Classification 1A - Flexible

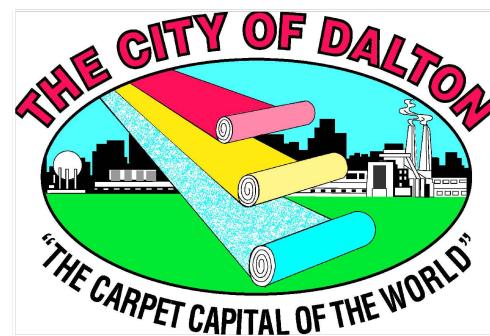
City of Dalton Public Works Department
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Legend

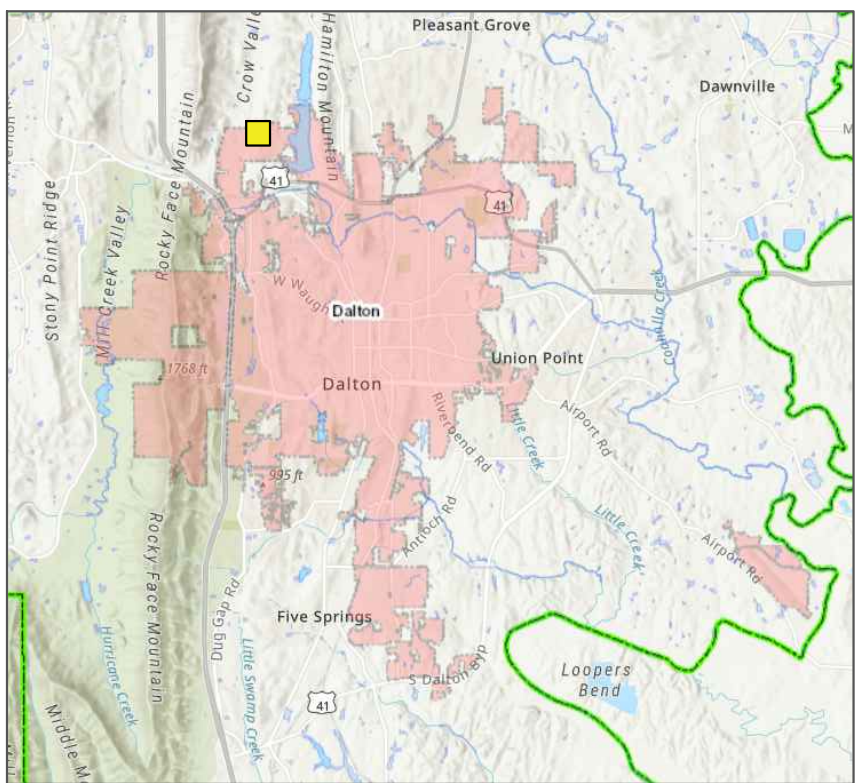
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_007060	Pipe Height 48 in	Pipe Length 58.00 LF
Nearest Address 700 Redwine Street	Material CMP	Pipe Classification 2B - Flexible

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Legend

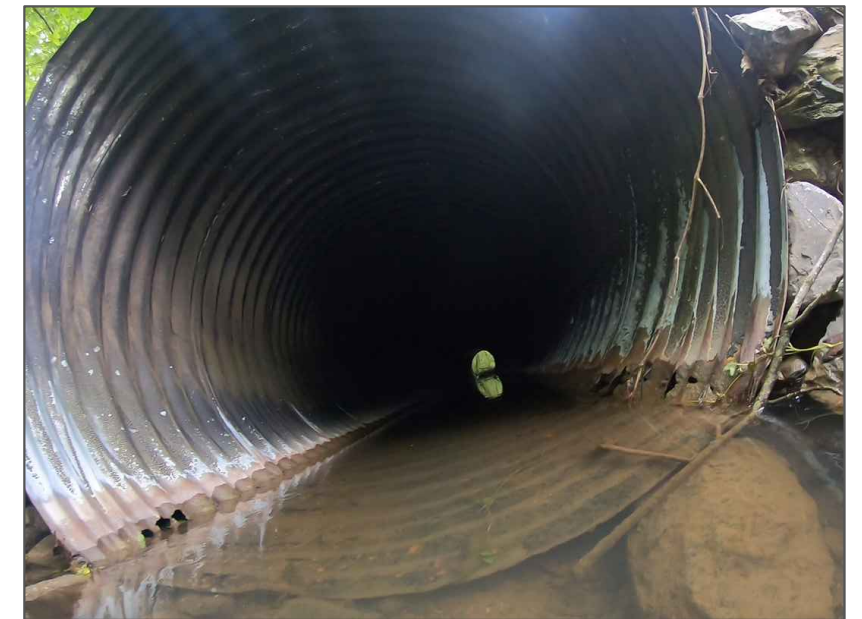
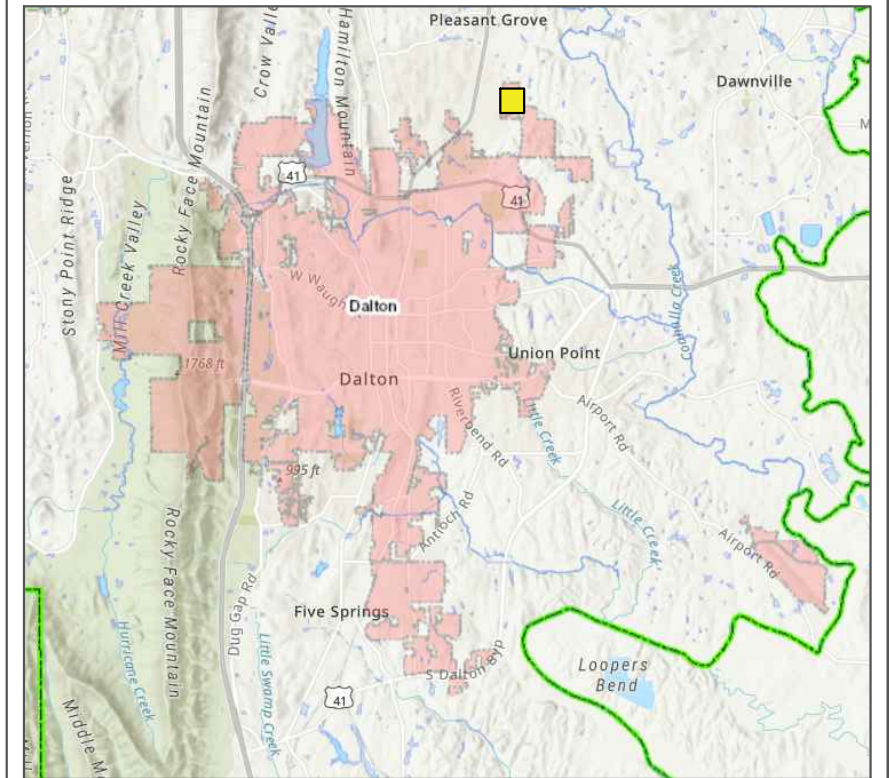
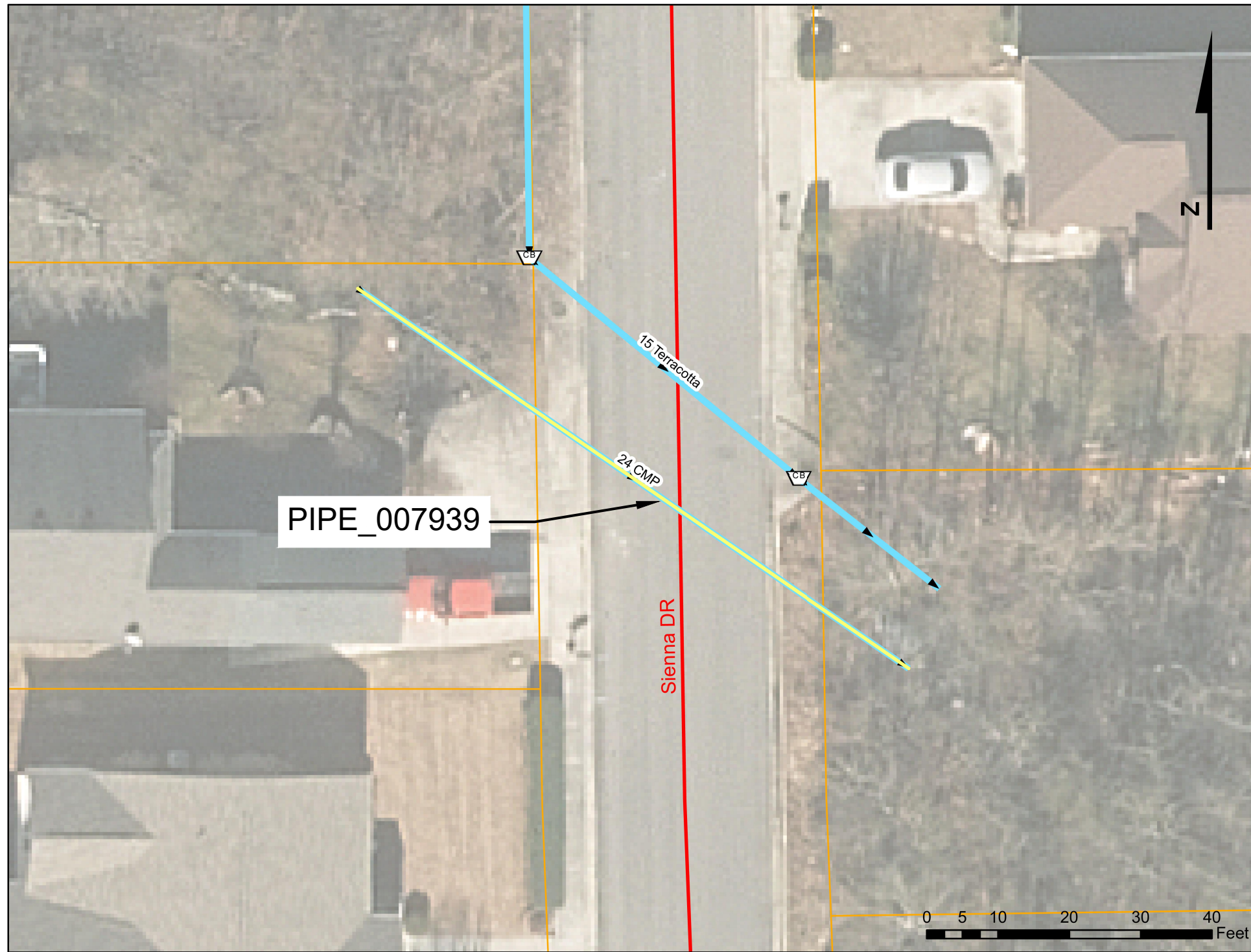
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_007836	Pipe Height 48 in	Pipe Length 40.34 LF
Nearest Address 1804 Glenbrook Place	Material CMP	Pipe Classification 1A - Flexible

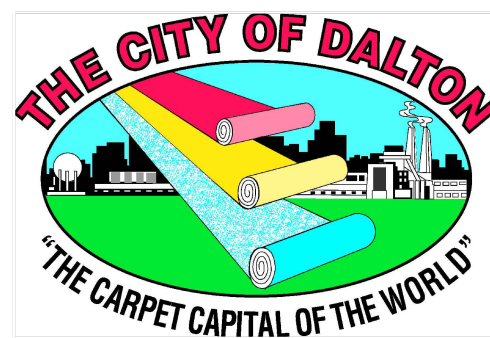
City of Dalton Public Works Department
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Legend

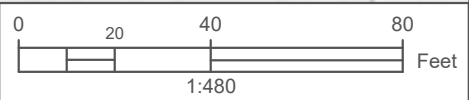
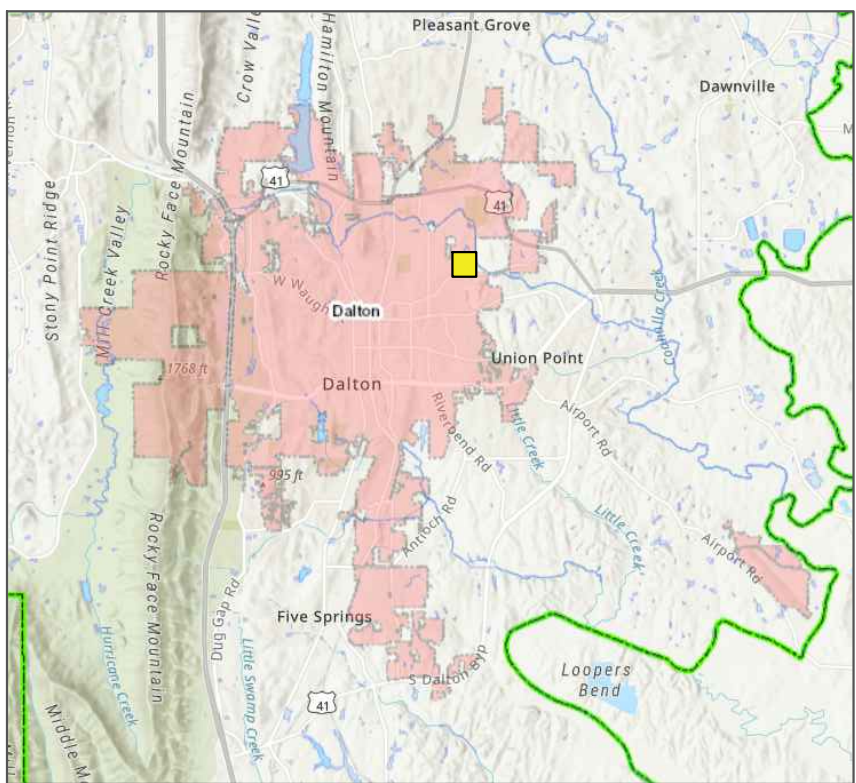
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_007939	Pipe Height 60 in	Pipe Length 93.99 LF
Nearest Address 1411 Sienna Drive	Material CMP	Pipe Classification 1A - Flexible

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Legend

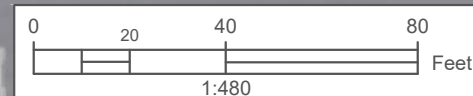
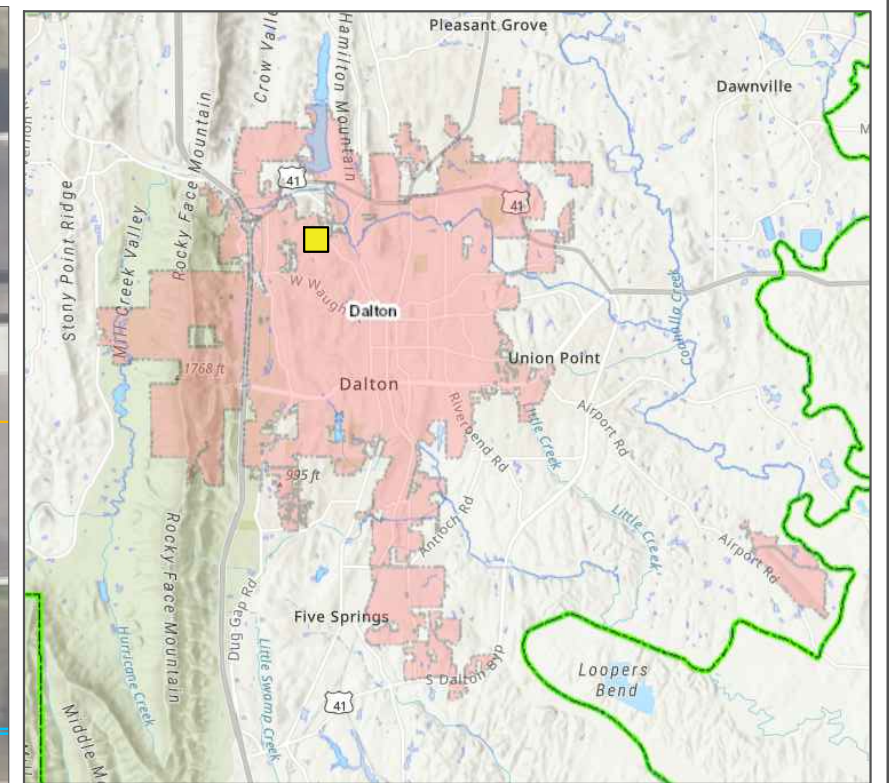
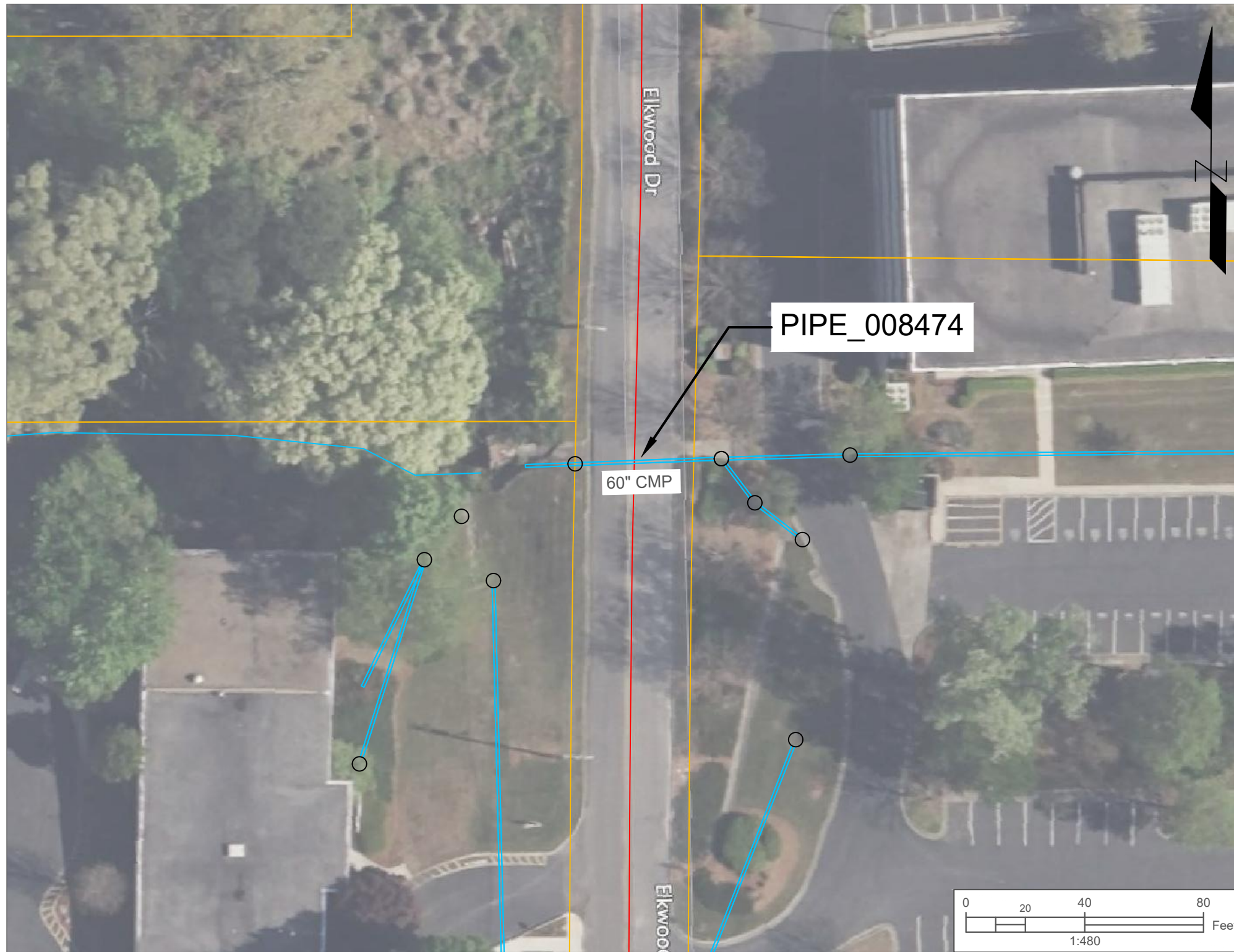
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_008156	Pipe Height 60 in	Pipe Length 36.80 LF
Nearest Address 1401 Underwood Street	Material CMP	Pipe Classification 1A - Flexible

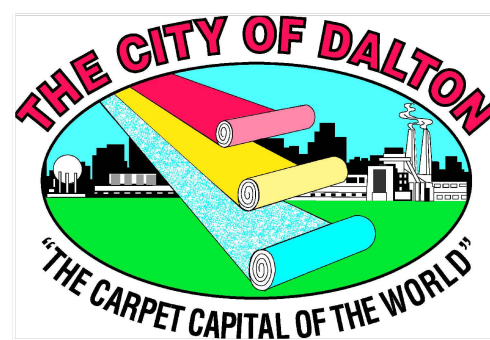
City of Dalton Public Works Department
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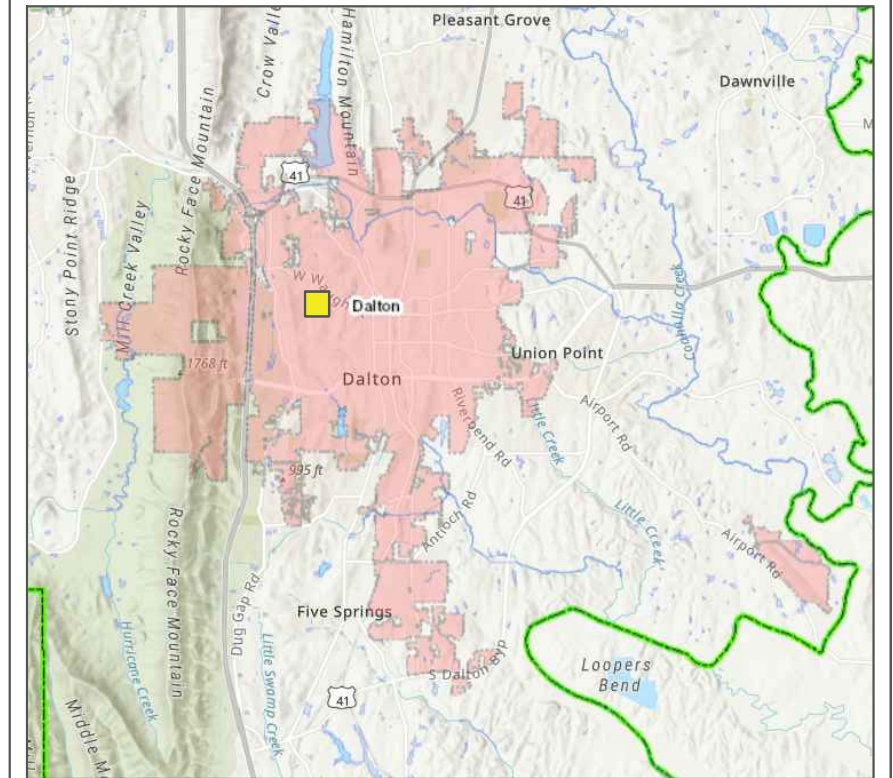
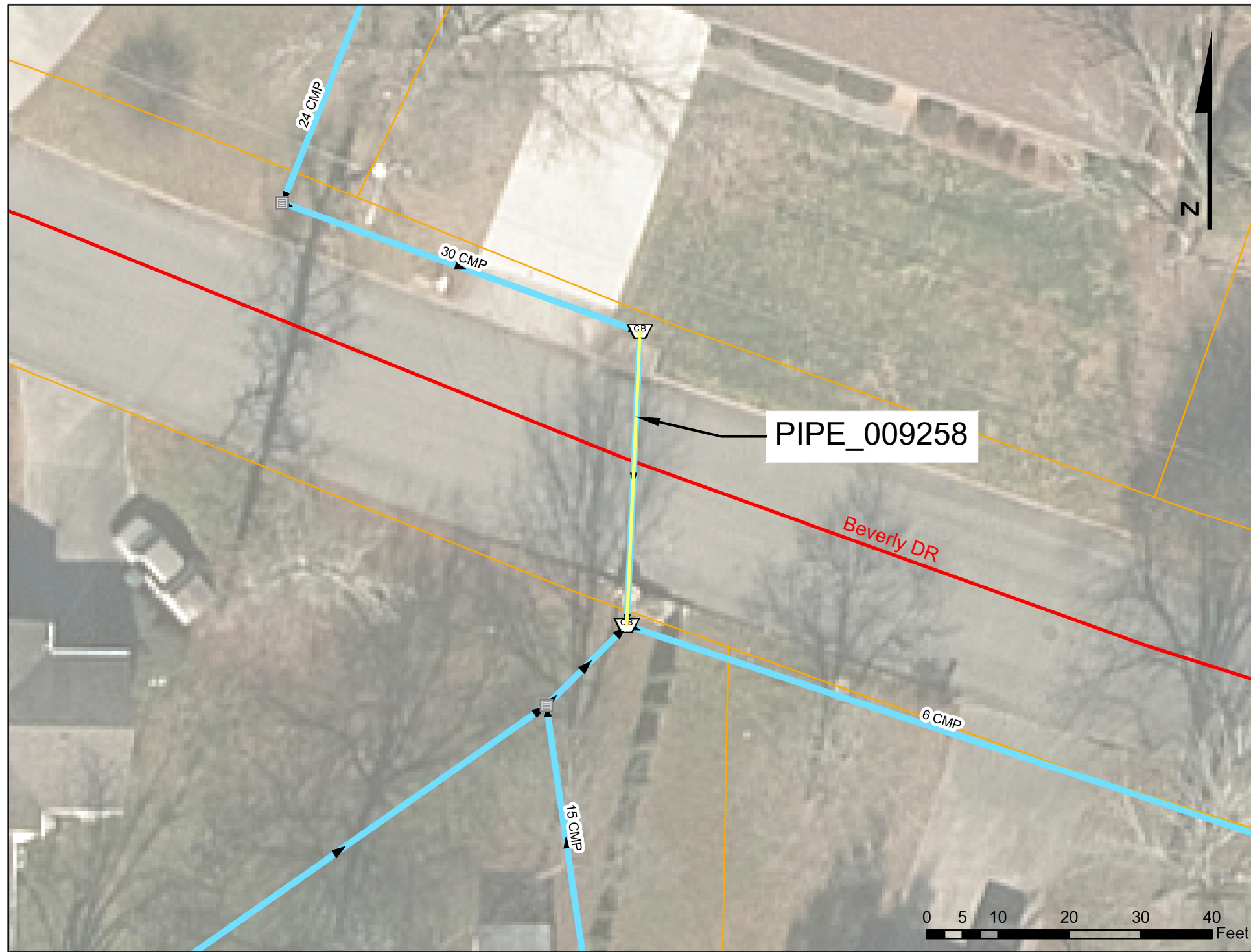


Legend

County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other

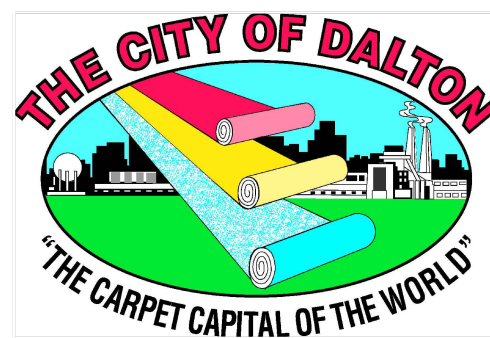


Pipe ID Pipe_008474	Pipe Height 60 in	Pipe Length 66.10 LF
Nearest Address 1275 Elkwood Drive	Material CMP	Pipe Classification 3A - Flexible
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Legend

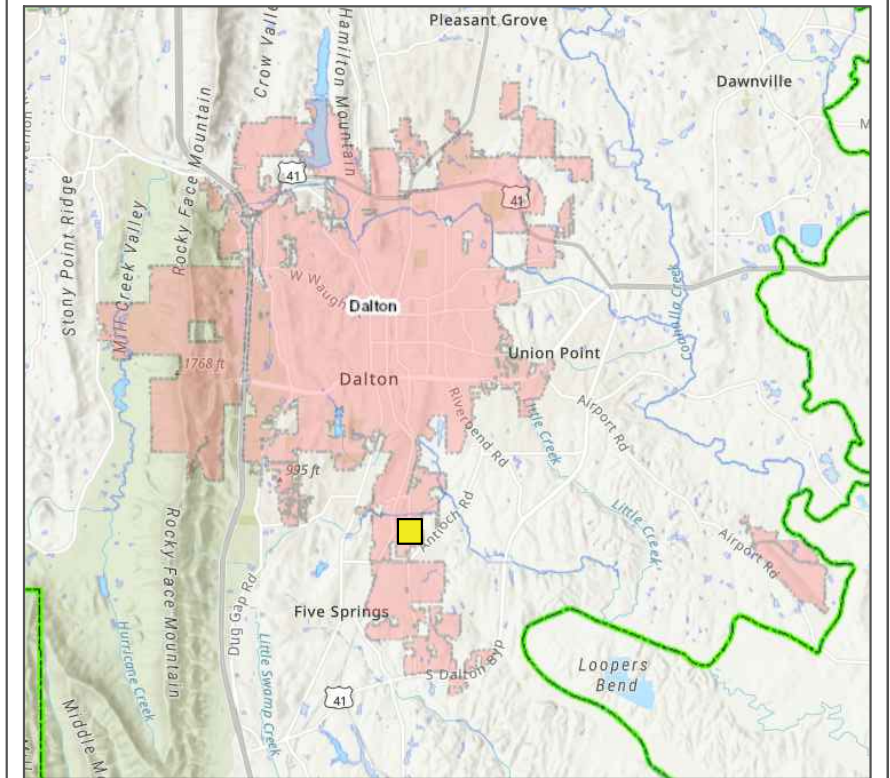
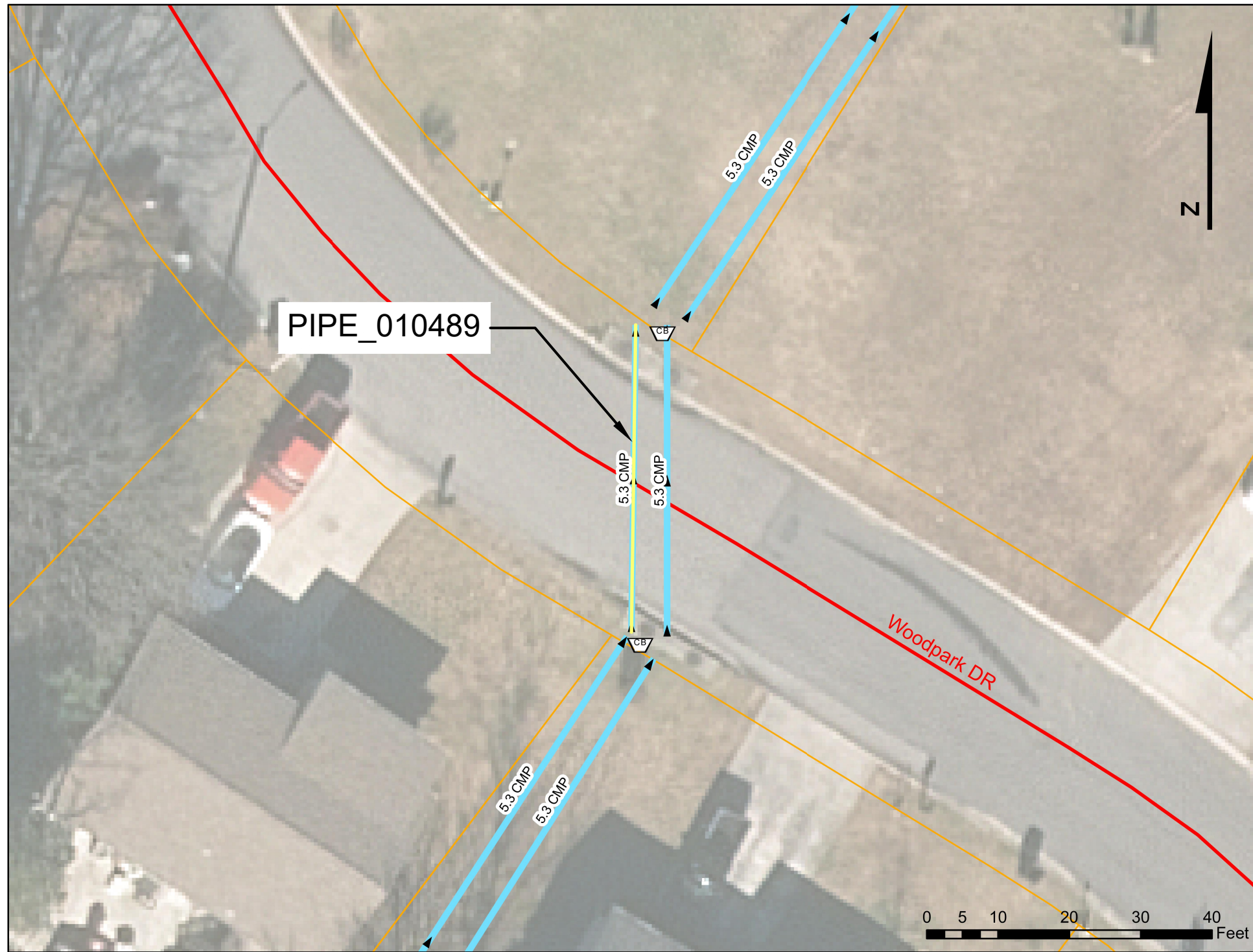
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_009258	Pipe Height 42" x 28" Elliptical	Pipe Length 41.29 LF
Nearest Address 224 Westerly Drive	Material CMP	Pipe Classification 1A - Flexible

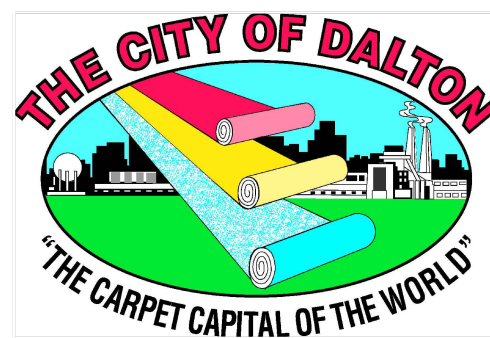
City of Dalton Public Works Department
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Legend

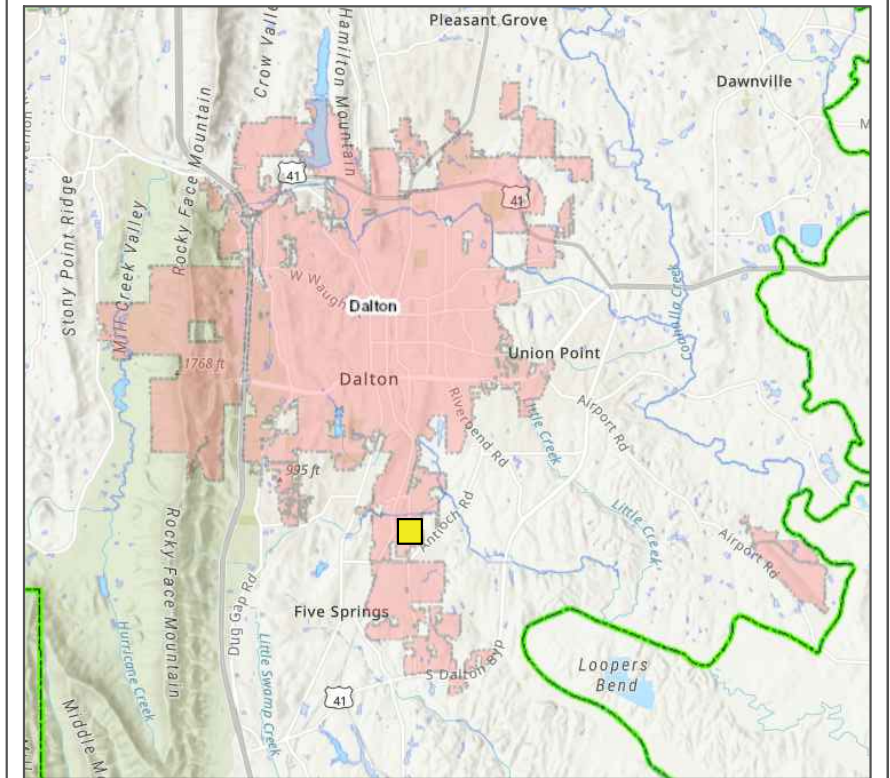
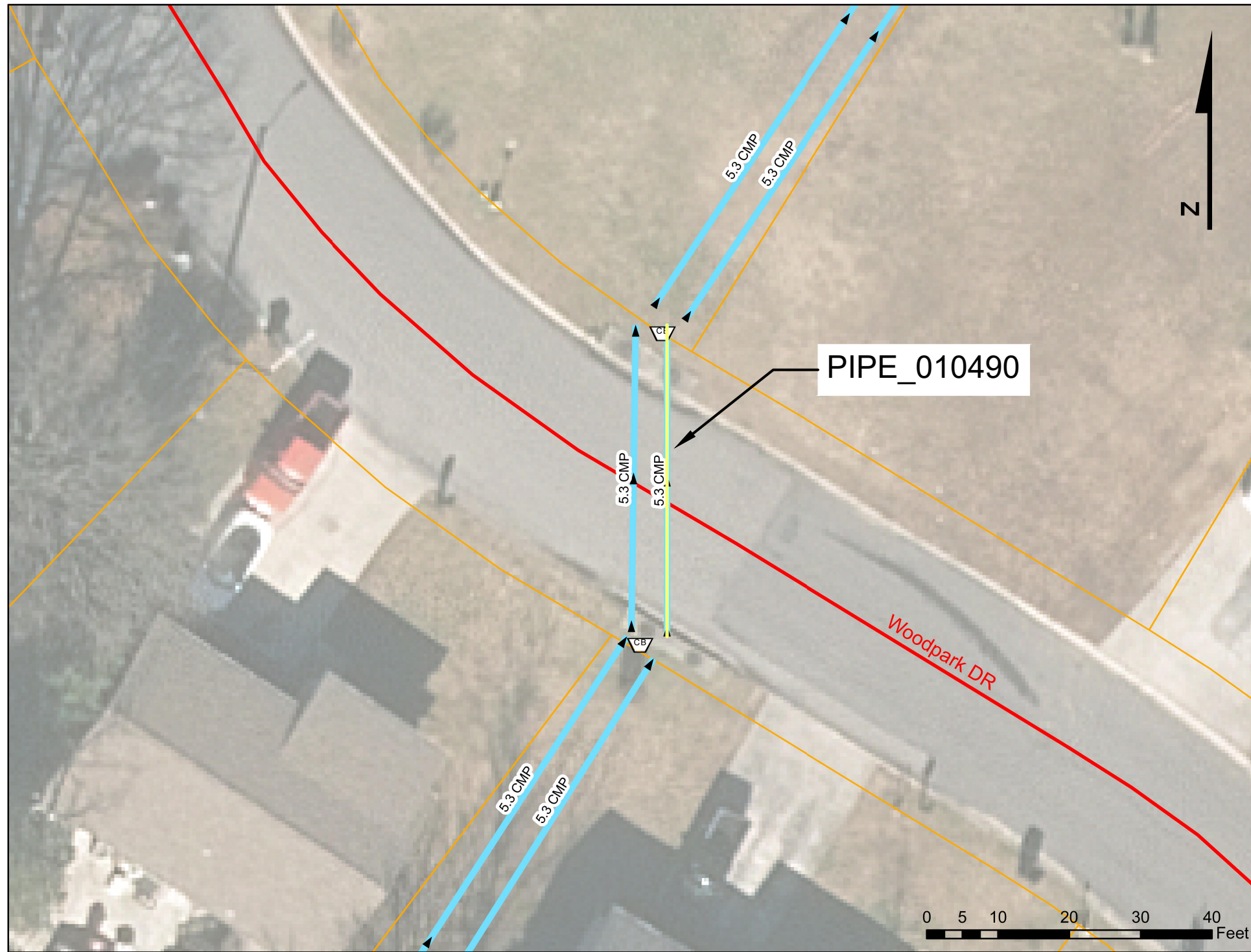
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010489	Pipe Height 58" x 33" Elliptical	Pipe Length 43.13 LF
Nearest Address 203 Woodpark Drive	Material CMP	Pipe Classification 1A - Flexible

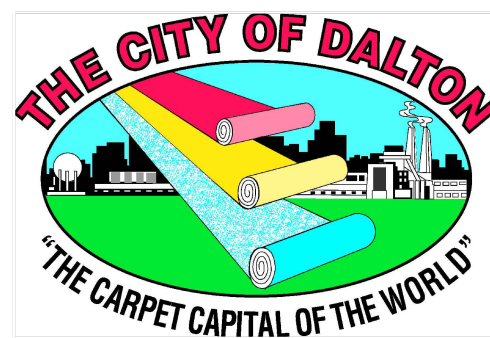
City of Dalton Public Works Department
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Legend

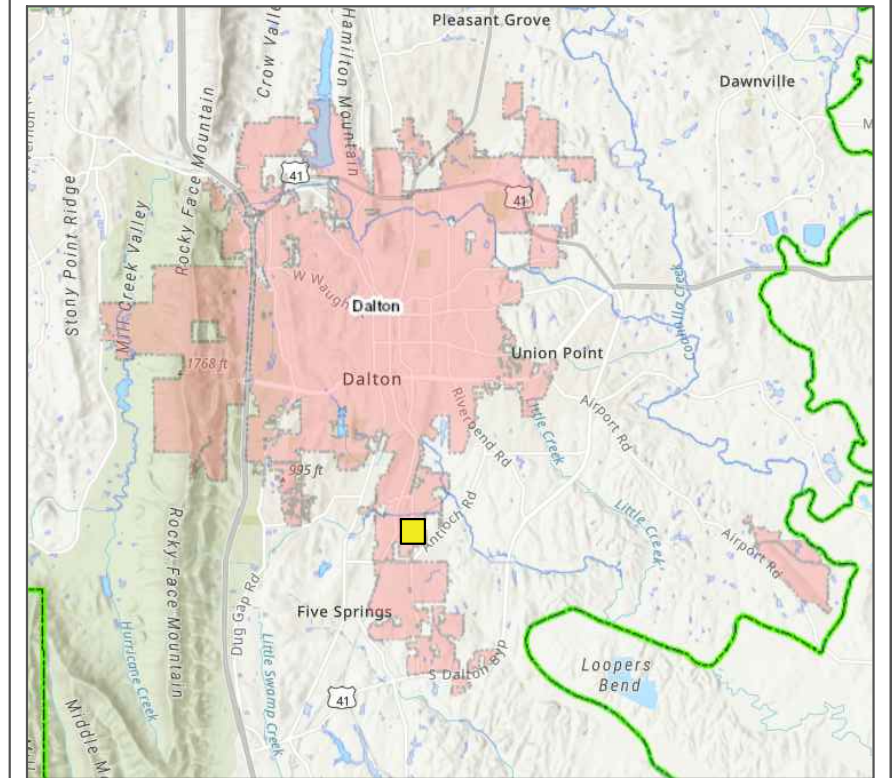
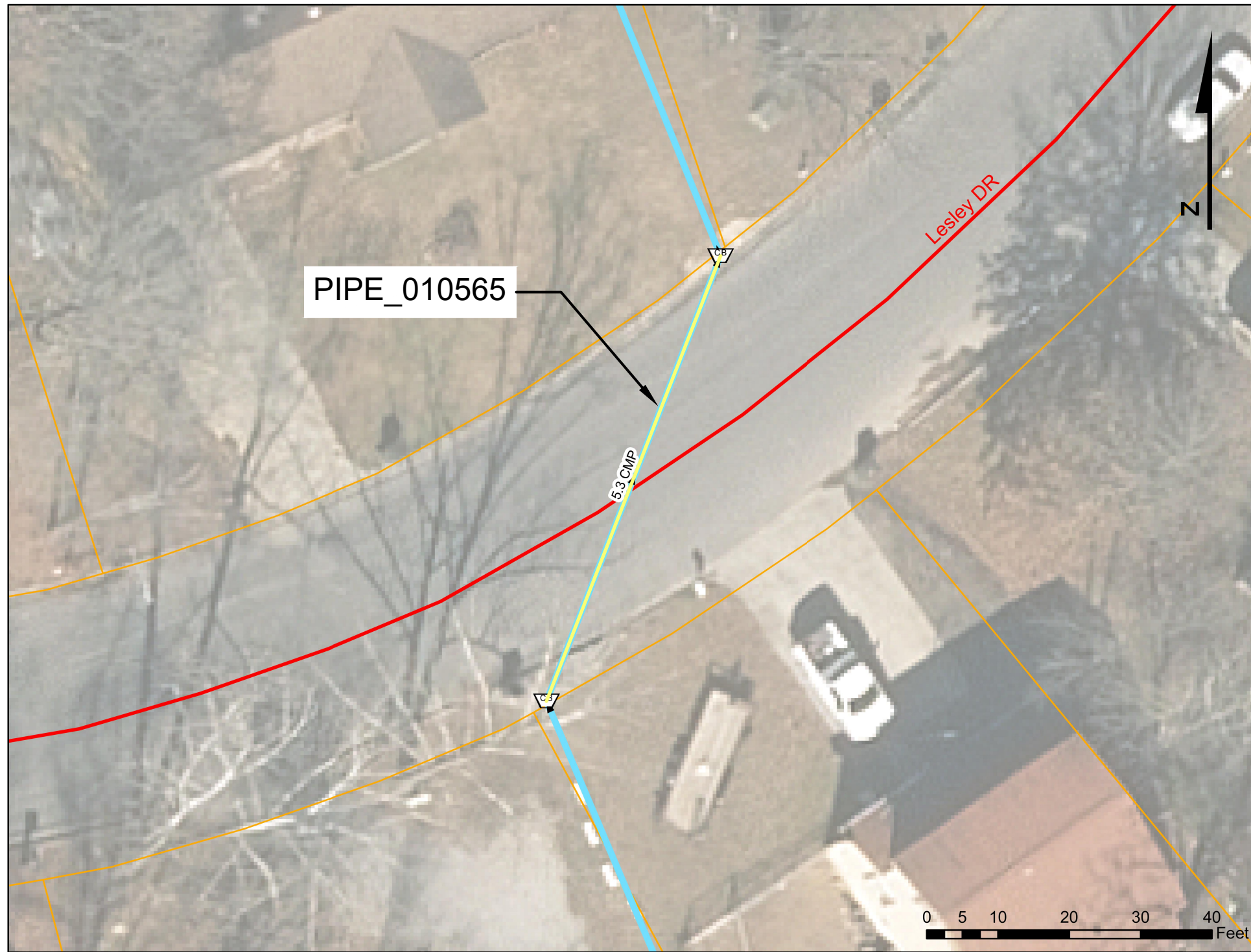
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010490	Pipe Height 58" x 33" Elliptical	Pipe Length 43.75 LF
Nearest Address 203 Woodpark Drive	Material CMP	Pipe Classification 1A - Flexible

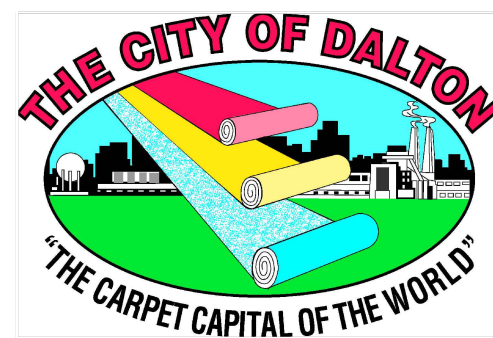
City of Dalton Public Works Department
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Legend

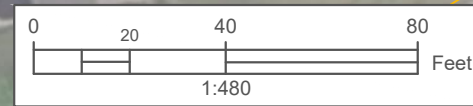
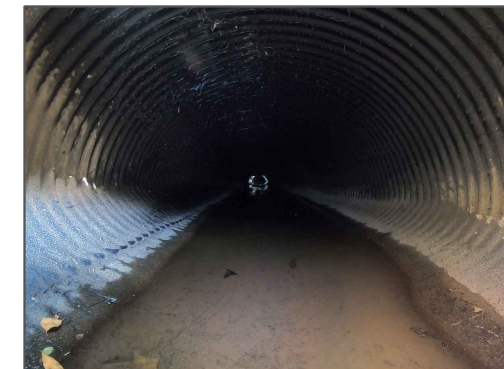
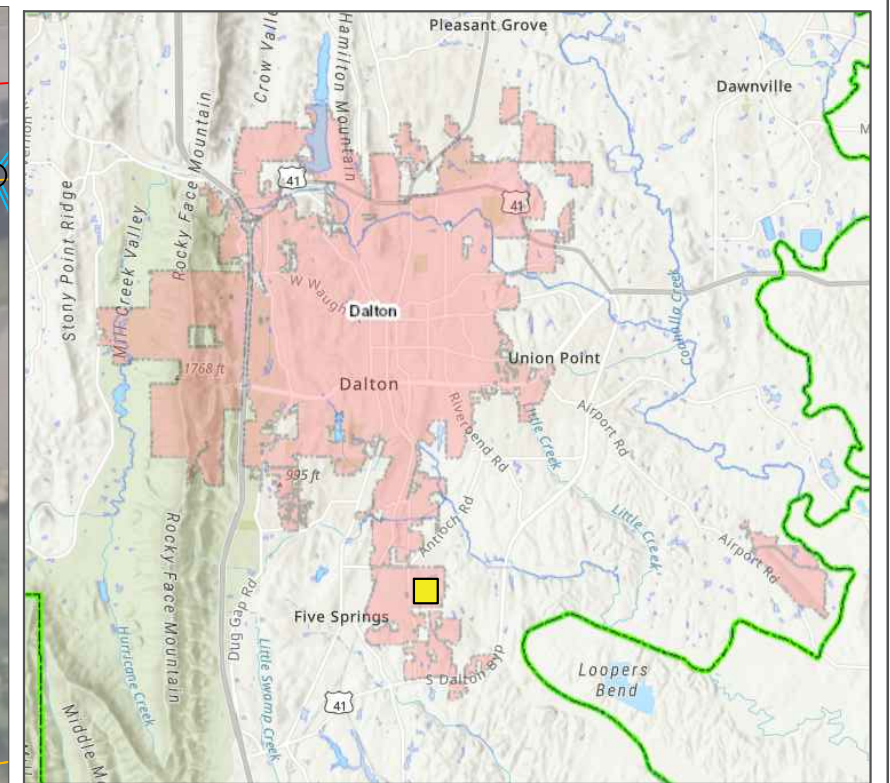
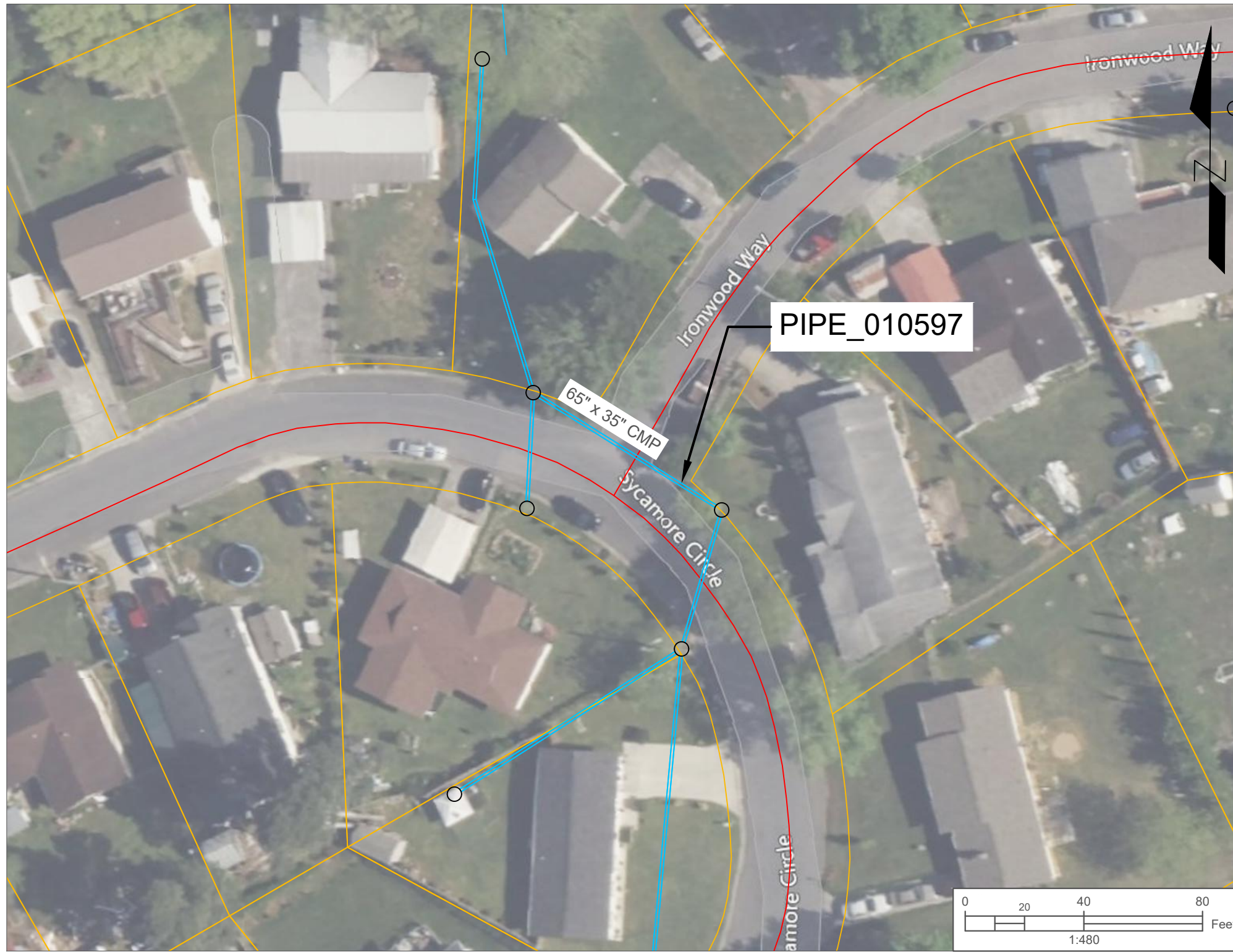
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010565	Pipe Height 65" x 35" Elliptical	Pipe Length 67.12 LF
Nearest Address 410 Lesley Drive	Material CMP	Pipe Classification 1A - Flexible

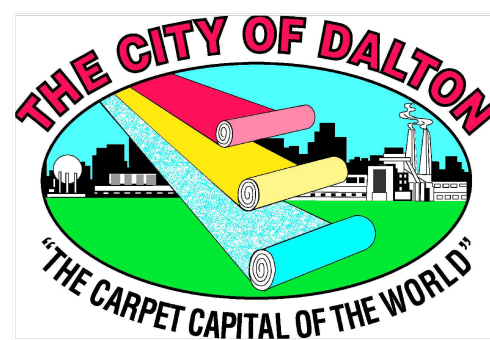
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Legend

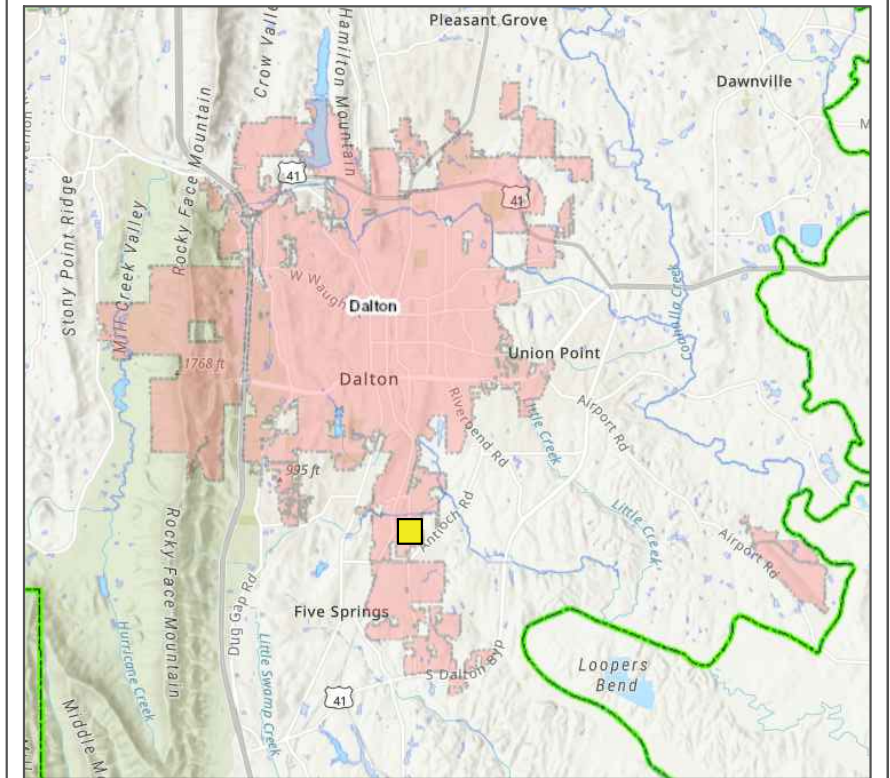
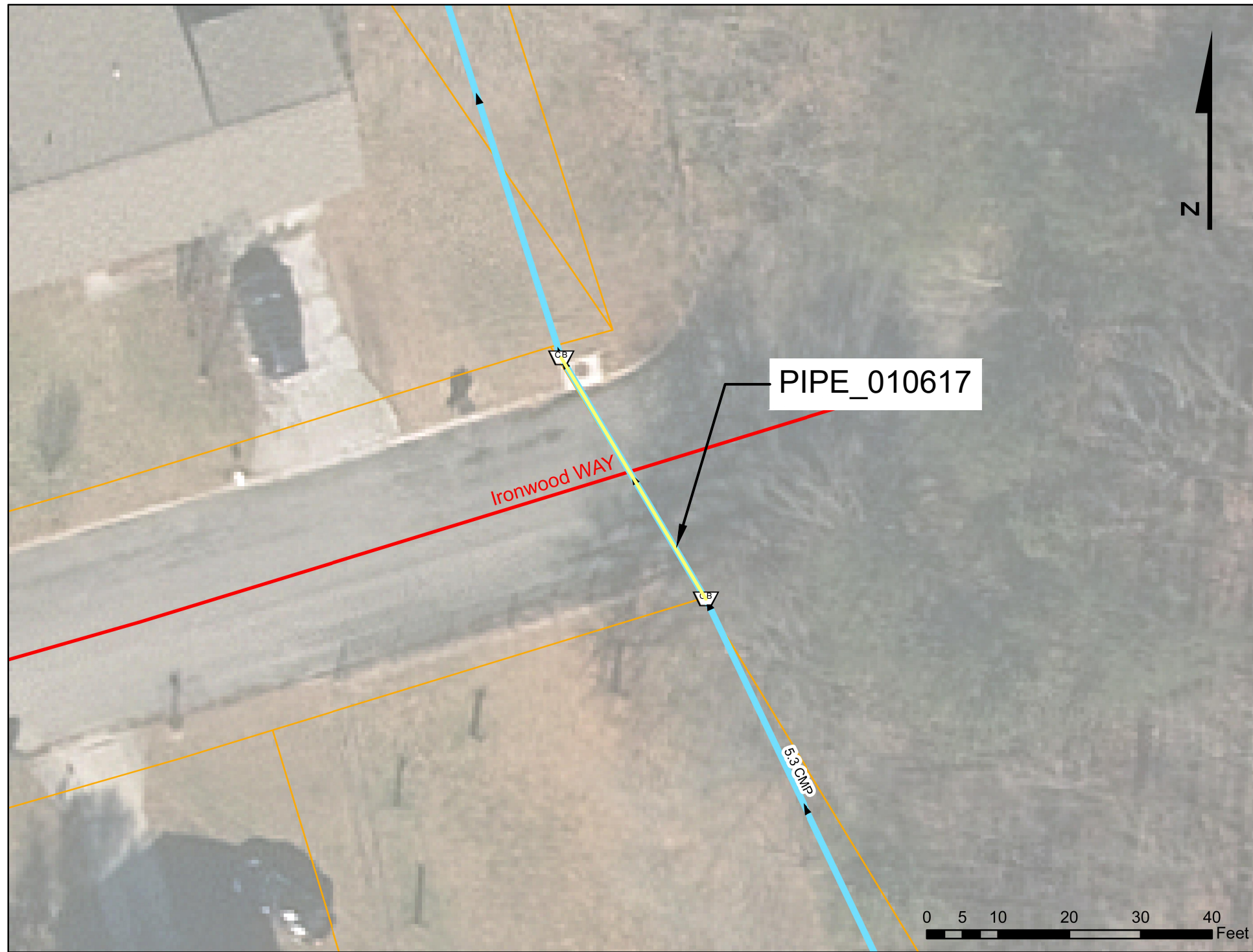
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010597	Pipe Height 65" x 35" Elliptical	Pipe Length 74.86 LF
Nearest Address 322 Sycamore Circle	Material CMP	Pipe Classification 1A - Flexible

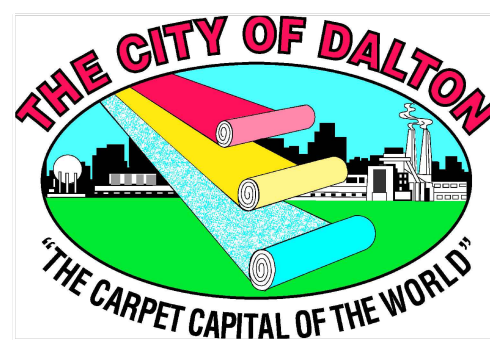
City of Dalton Public Works Department
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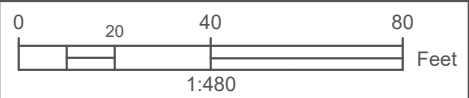
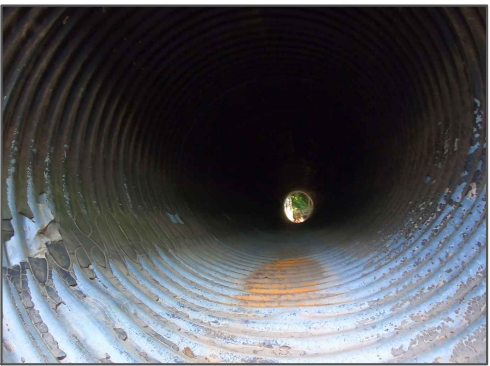
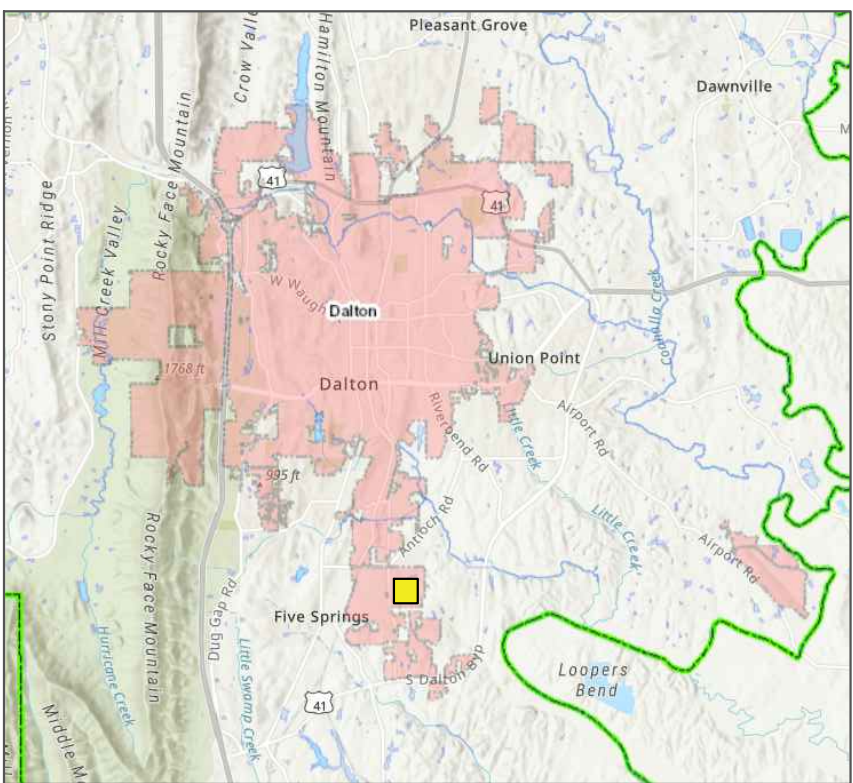
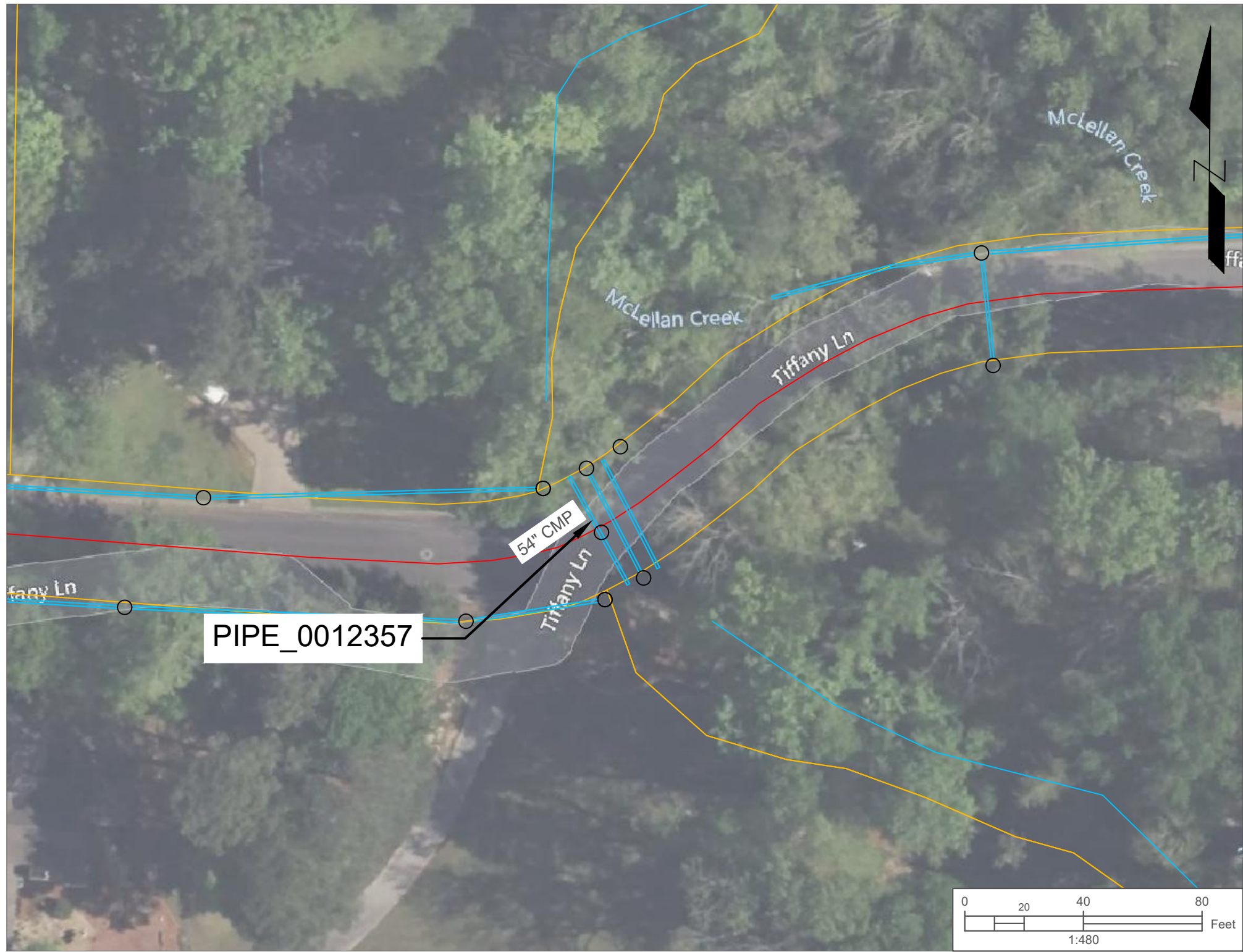


Legend

County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_010617	Pipe Height 58" x 33" Elliptical	Pipe Length 39.48 LF
Nearest Address 413 Ironwood Way	Material CMP	Pipe Classification 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 41



Legend

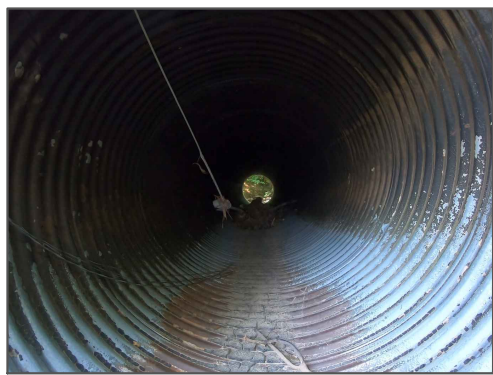
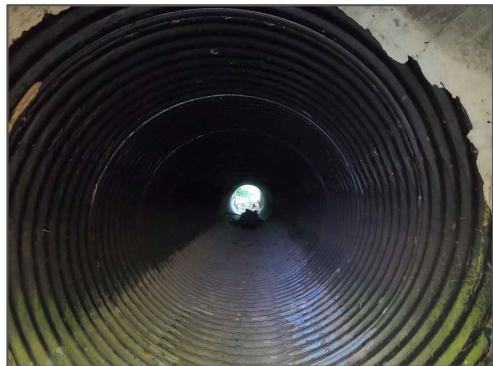
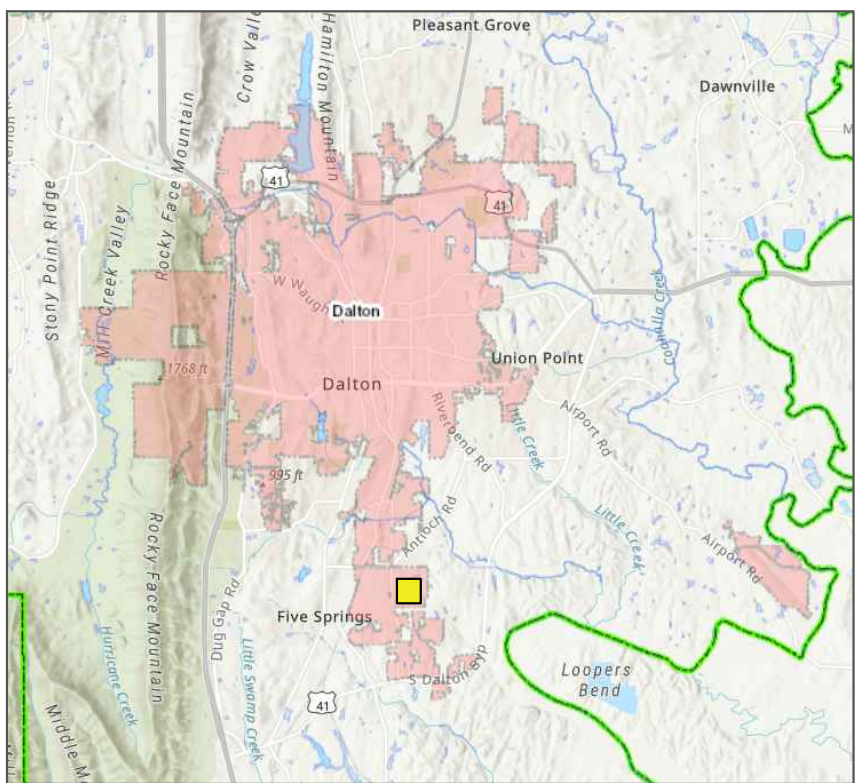
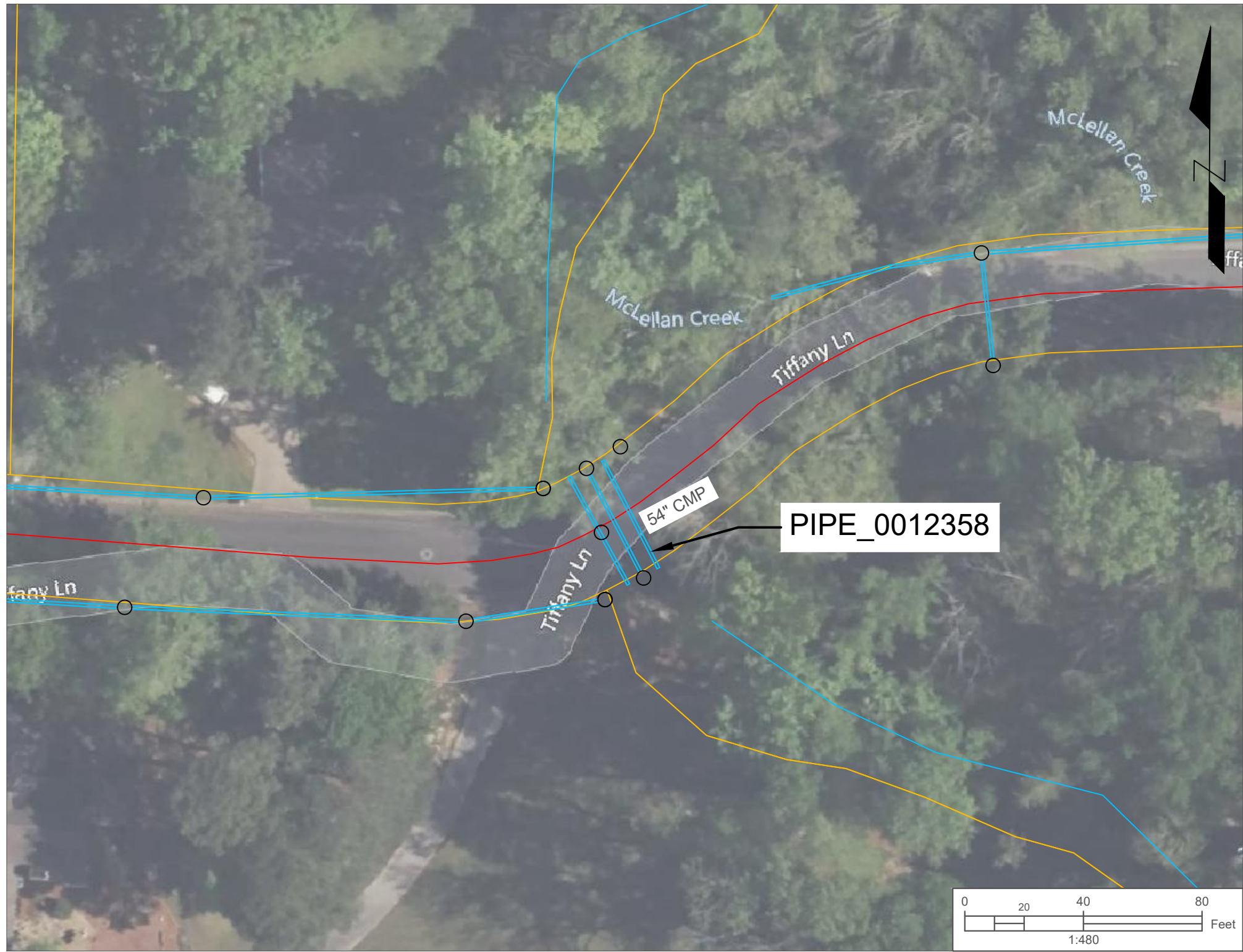
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_012357	Pipe Height 54 in.	Pipe Length 41.44 LF
Nearest Address 115 N. Tibbs Road	Material CMP	Pipe Classification 1A - Flexible

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Legend

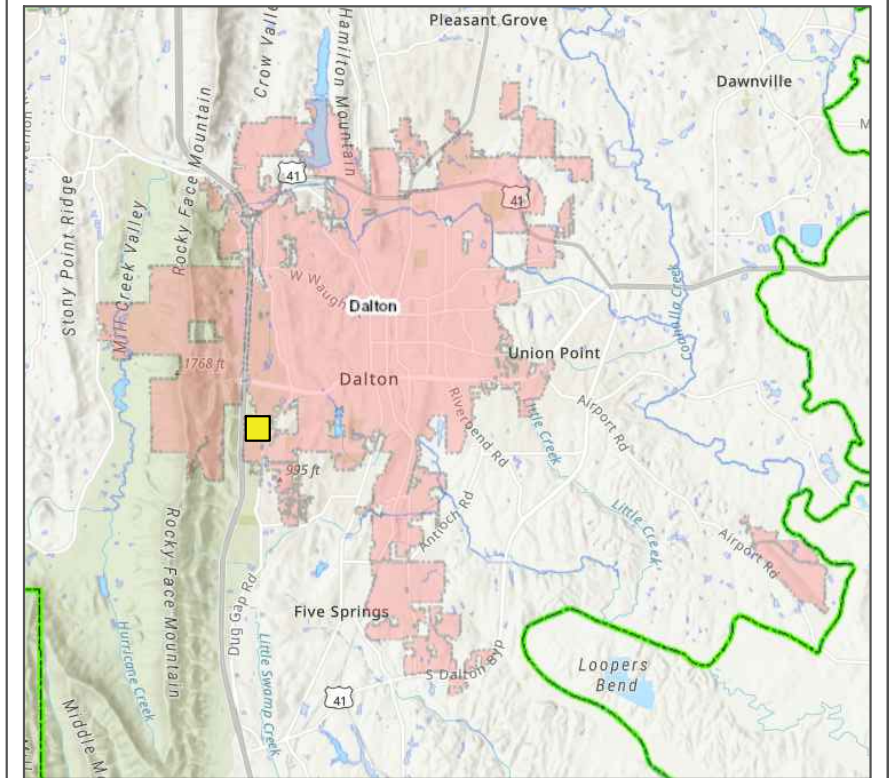
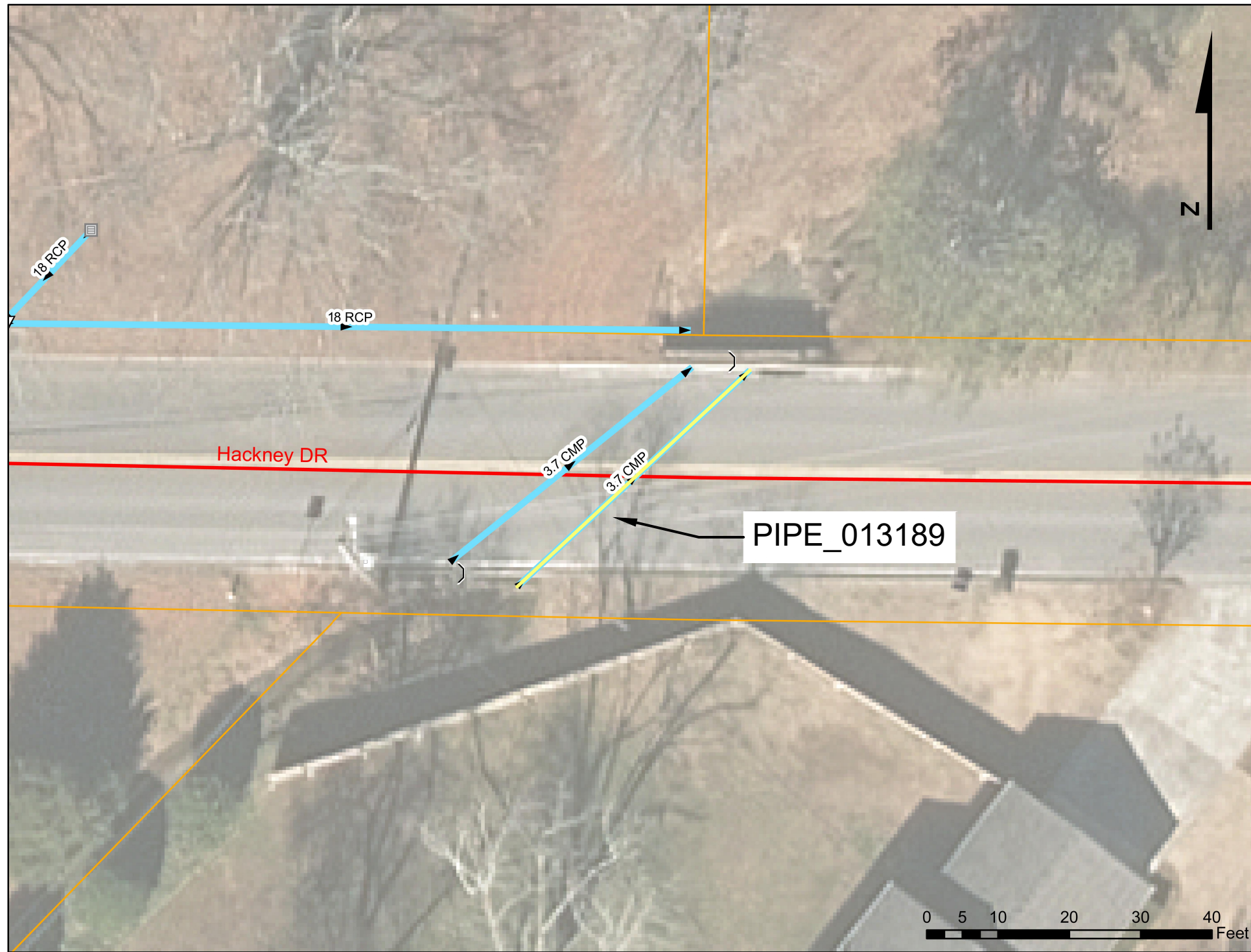
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_012358	Pipe Height 54 in.	Pipe Length 40.81 LF
Nearest Address 115 N. Tibbs Road	Material CMP	Pipe Classification 1A - Flexible

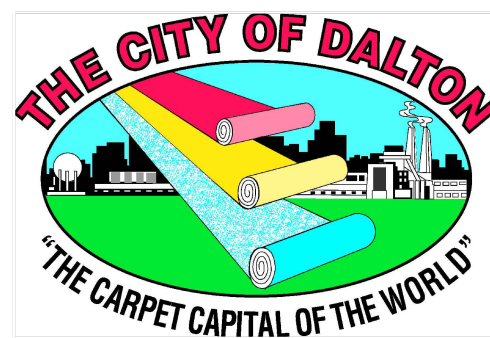
City of Dalton Public Works Department
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Legend

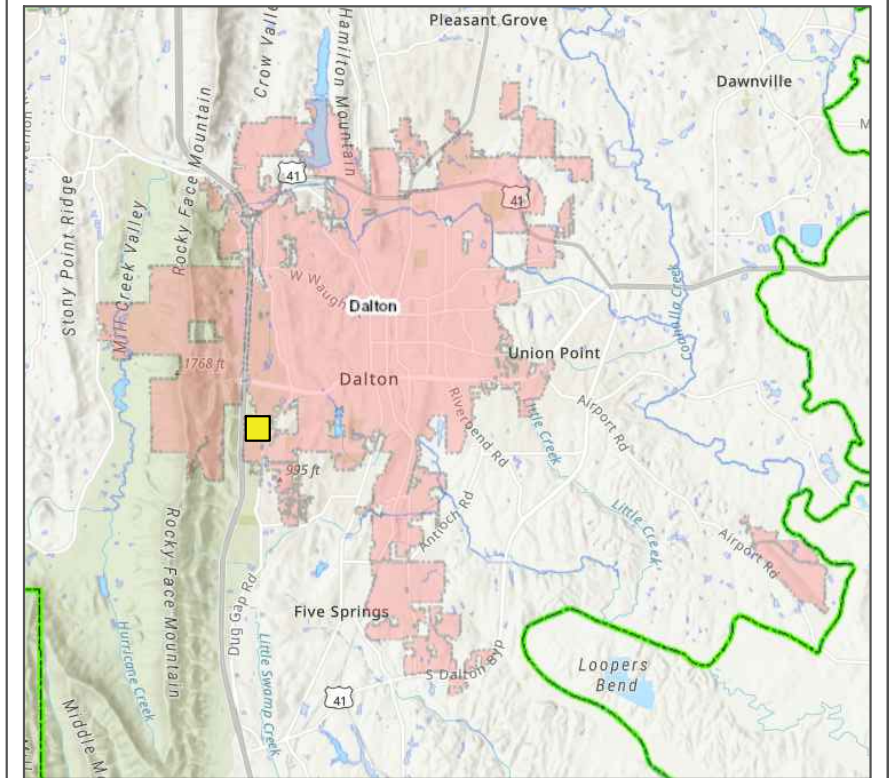
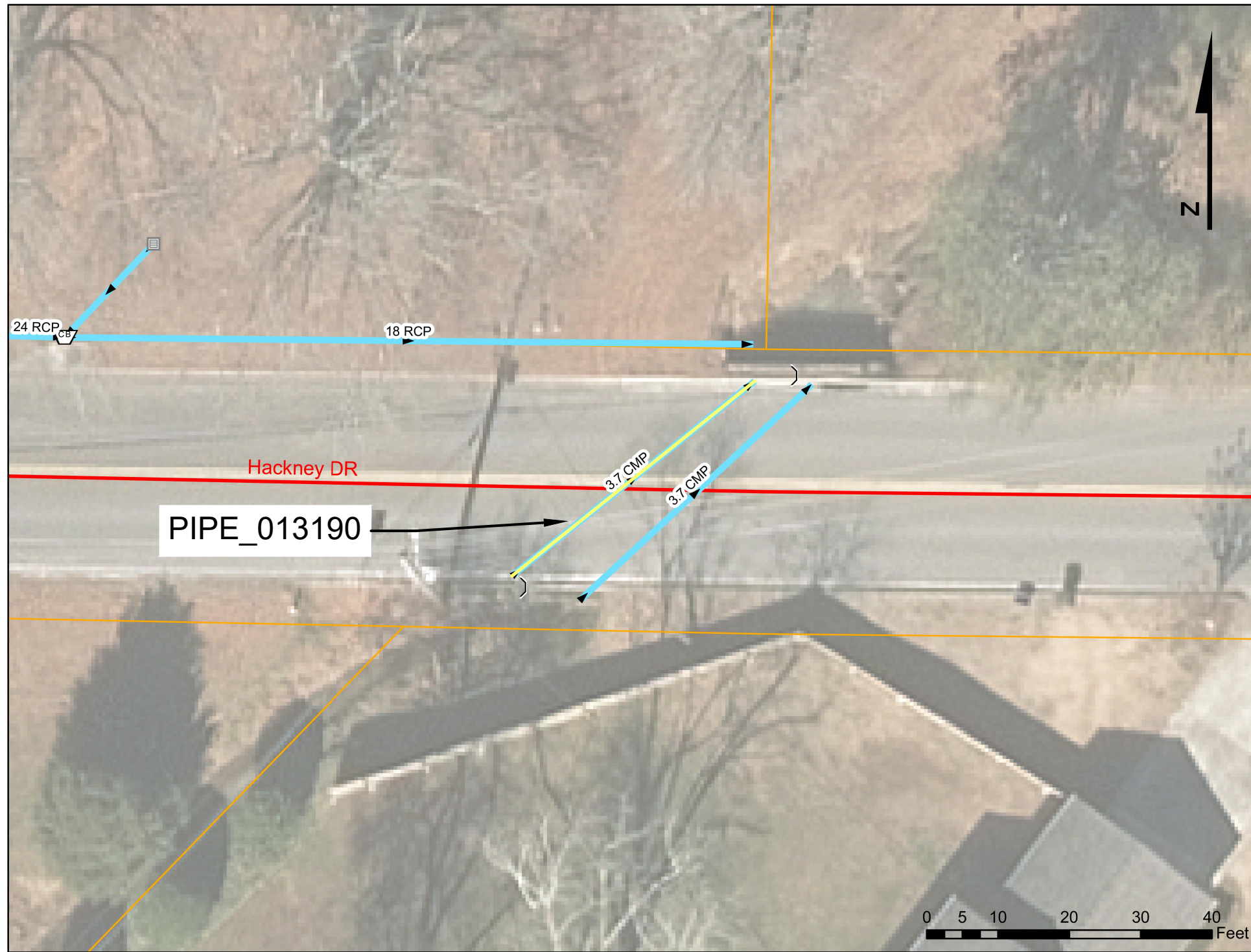
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_013189	Pipe Height 52" x 33.5" Elliptical	Pipe Length 43.66 LF
Nearest Address 708 Hackney Drive	Material CMP	Pipe Classification 1A - Flexible

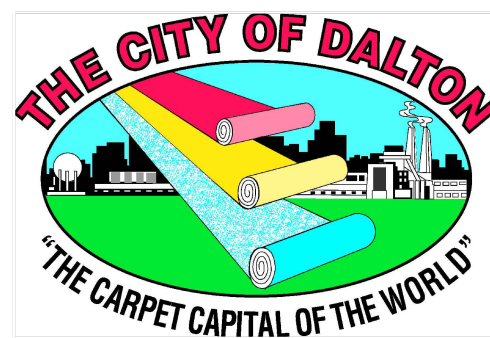
City of Dalton Public Works Department
Appendix A
In-Situ Lining Bid Item Location Overview

FIGURE
44



Legend

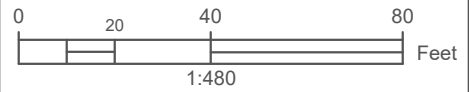
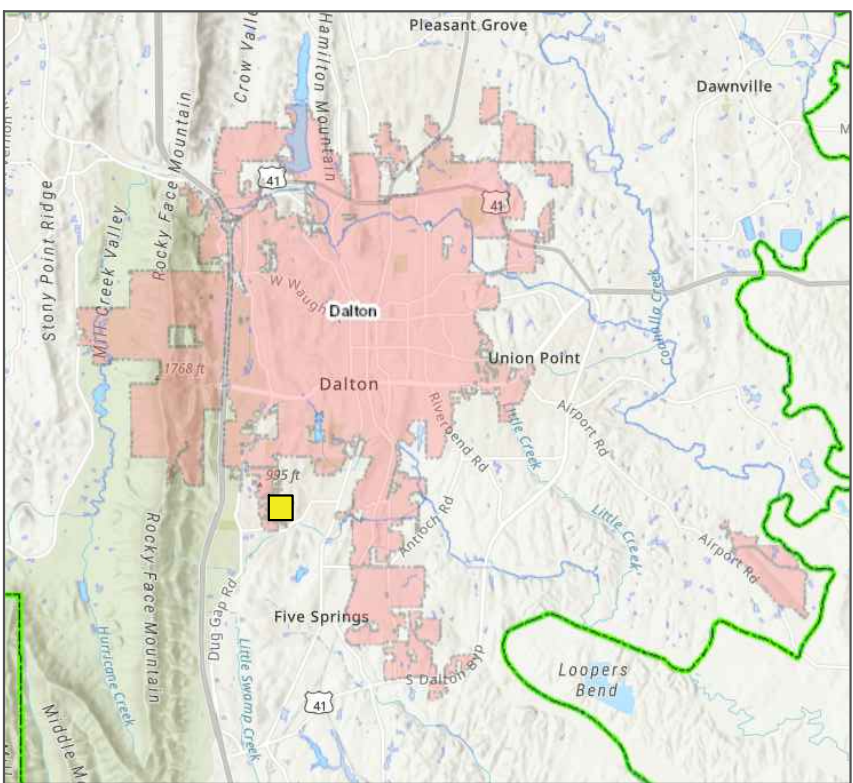
- | | | | |
|---------------|------------|------------------|------------|
| County Road | US Highway | Pipes | Elliptical |
| City Street | Interstate | PIPE_TYPE | Round |
| State Highway | Other | Arch | N/A |
| | | Box Culvert | Other |



Pipe ID Pipe_013190	Pipe Height 52" x 33.5" Elliptical	Pipe Length 43.66 LF
Nearest Address 708 Hackney Drive	Material CMP	Pipe Classification 1A - Flexible

City of Dalton Public Works Department
Appendix A
In-Situ Lining Bid Item Location Overview

FIGURE
45



Legend

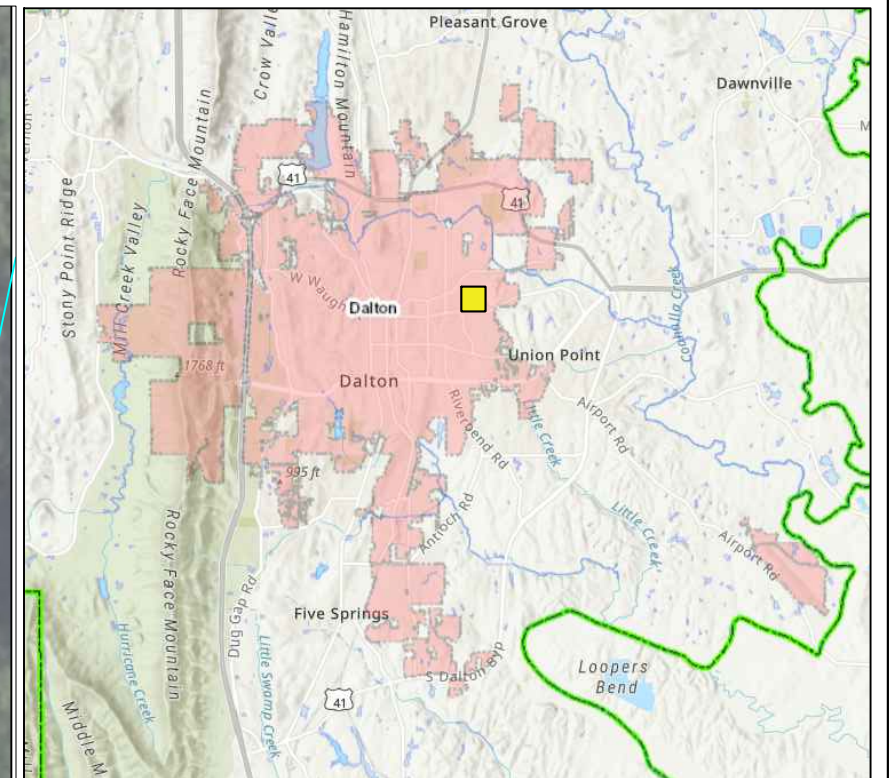
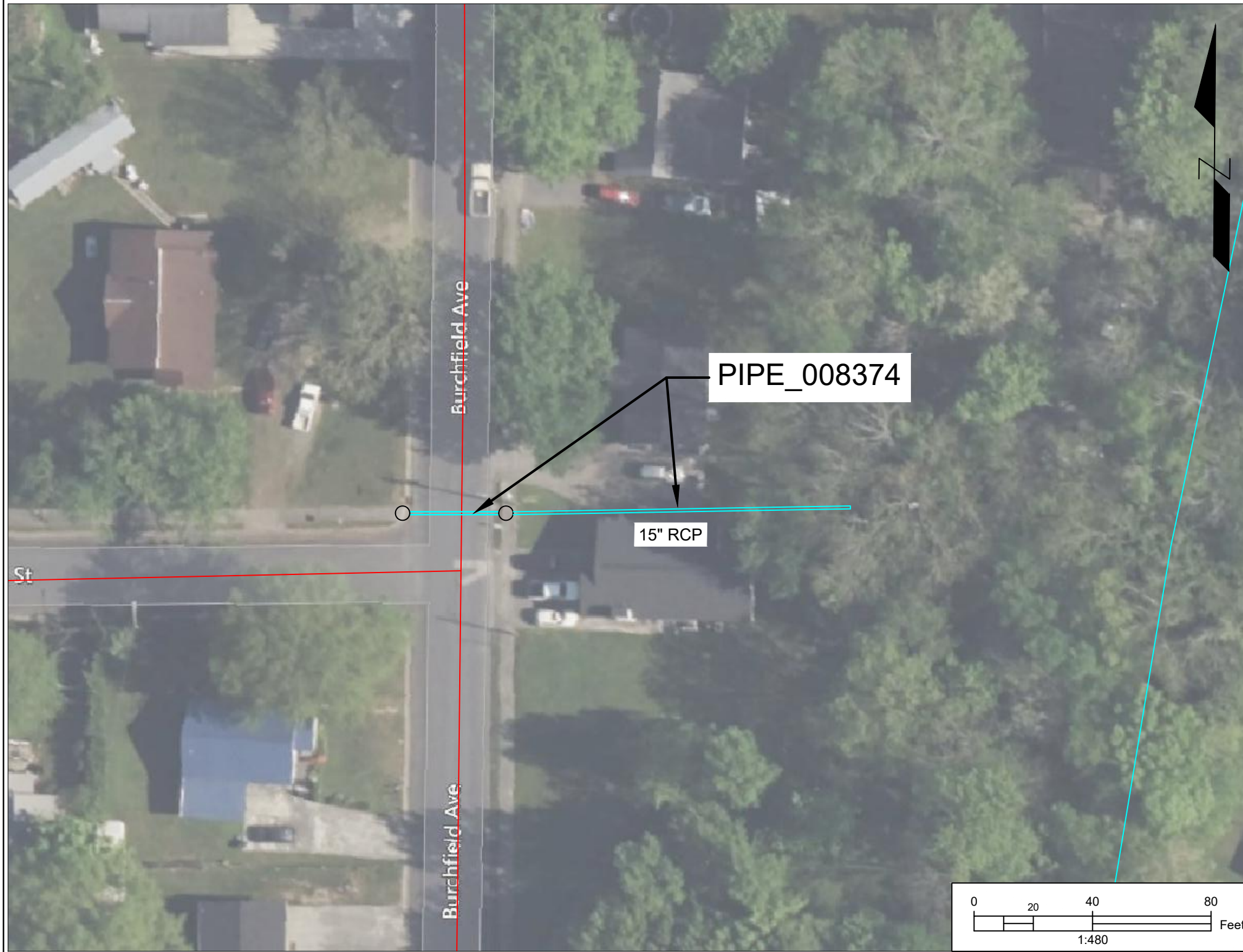
County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_013488	Pipe Height 36 in	Pipe Length 82.32 LF
Nearest Address 100 Levi Drive	Material CMP	Pipe Classification 1A - Flexible

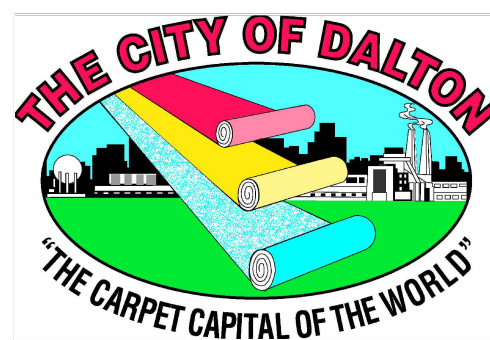
City of Dalton Public Works Department
Appendix A
In-Situ Lining Bid Item Location Overview

FIGURE
46

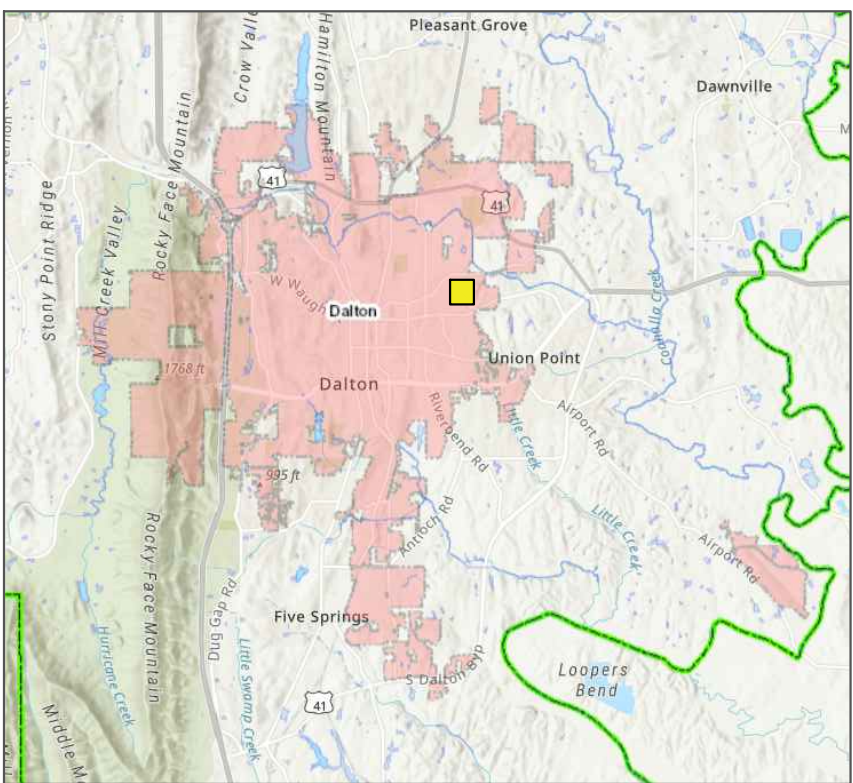
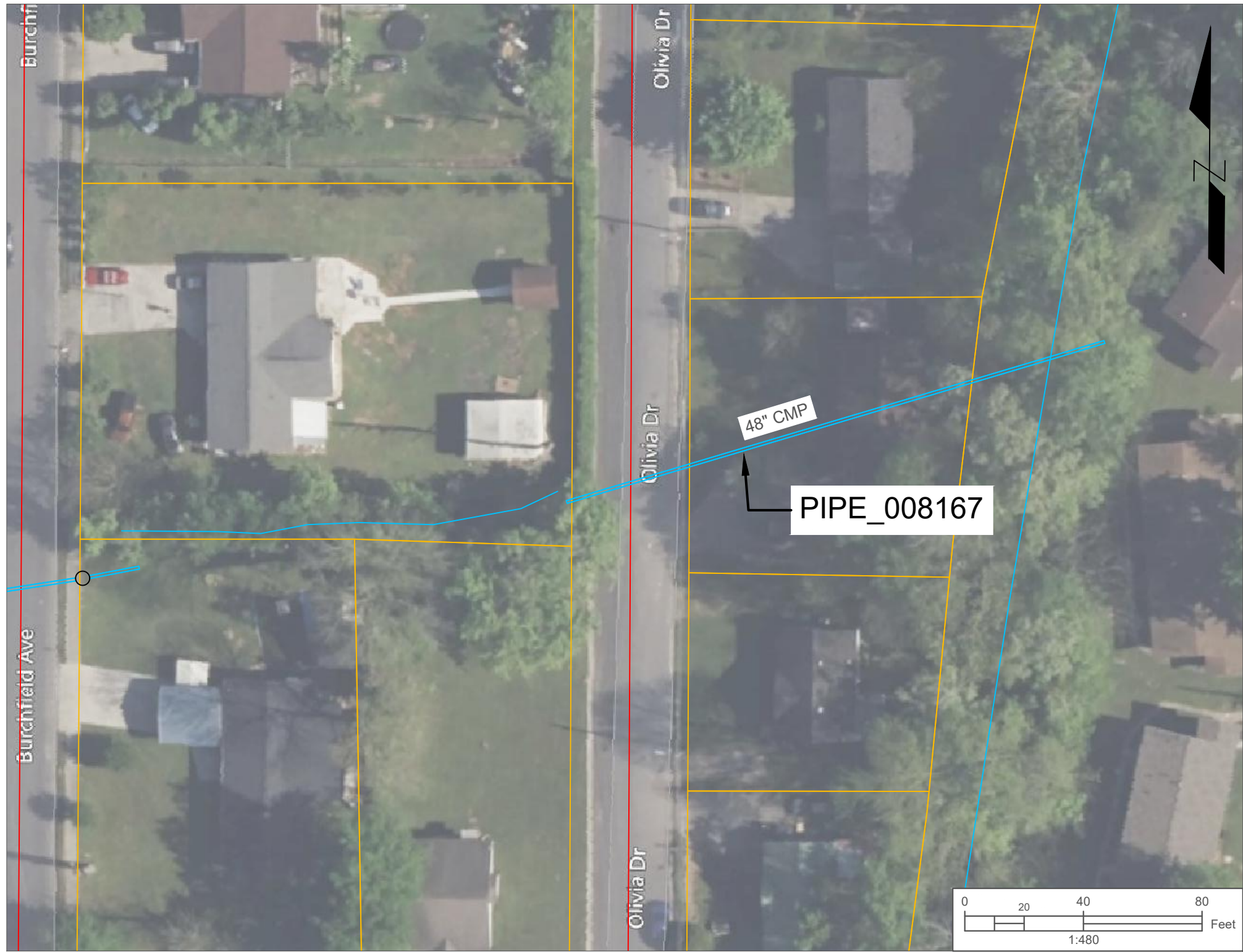


Legend

County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_008374	Pipe Height 15 in	Pipe Length 136 LF
Nearest Address 508 Burchfield Avenue	Material RCP	Pipe Classification 1B - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 47



Legend

County Road	US Highway	Pipes	Elliptical
City Street	Interstate	PIPE_TYPE	Round
State Highway	Other	Arch	N/A
		Box Culvert	Other



Pipe ID Pipe_008167	Pipe Height 48 in	Pipe Length 90 LF
Nearest Address 604 Olivia Drive	Material CMP	Pipe Classification 1A - Flexible
City of Dalton Public Works Department Appendix A In-Situ Lining Bid Item Location Overview		FIGURE 48

EXHIBIT B

Culvert Detail Summary Sheet

Exhibit 'B' Culvert Detail Summary Sheet

On-ROW Pipes Summary

Pipe Dimensions (in.)	Sum of PIPE LENGTH (LF)	Count of PIPES
12 ROUND	162	3
15 ROUND	531	6
18 ROUND	932	9
24 ROUND	110	3
30 ROUND	52	1
36 ROUND	83	1
48 ROUND	99	2
54 ROUND	83	2
60 ROUND	286	4
38 X 24 ELLIPTICAL	83	1
42 X 28 ELLIPTICAL	86	2
52 x 33.5 ELLIPTICAL	89	2
58 x 33 ELLIPTICAL	128	3
65 x 35 ELLIPTICAL	143	2
78 x 48 ELLIPTICAL	56	1
86 x 60 ARCH	64	1
90 x 69.5 ELLIPTICAL	42	1
102 x 75 ELLIPTICAL	40	1
112 x 82 ELLIPTICAL	42	1
Grand Total	3111	46

On-ROW Pipes

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
1	PIPE_005449	1704 OAKMONT DR.	18 ROUND	40	32	NO	Advance rust formation present. Structural integrity may be compromised.
2	Pipe_005495	1901 FAIRFIELD DRIVE	30 ROUND	52	24	NO	Rust present through span of pipe.
3	Pipe_005798	1508 RIO VISTA DR	18 ROUND	28	10	NO	Significant rust on pipe invert.
4	Pipe_005800	1506 RIO VISTA DR	18 ROUND	190	7	NO	Pipe invert completely rusted out. Structural integrity may be compromised.
5	Pipe_005802	1504 RIO VISTA DR	18 ROUND	27	7	NO	Pipe invert completely rusted out. Structural integrity may be compromised.
6	PIPE_005805	1500 ELAINE WAY	18 ROUND	39	17	YES	Standing water present. Significant rust formation throughout pipe.
7	PIPE_006046	931 HARDWICK CIR.	18 ROUND	49	24	NO	Rust formation throughout the pipe invert
8	PIPE_006048	931 HARDWICK CIR.	18 ROUND	46	24	YES	Rust formation throughout the pipe invert. Original lining has worn off pipe invert.
9	Pipe_006406	115 N. TIBBS RD.	12 ROUND	39	18 - 24	YES	Rust present on pipe invert. Original lining is flaking off and absent on bottom half of pipe.
10	Pipe_006407	205 N. TIBBS RD.	12 ROUND	88	30 - 50	NO	Rust present on pipe invert. Signs of settling of overhead soil appears to be collapsing roof of pipe.
11	Pipe_007289	600 VALLEY DR	18 ROUND	285	27	NO	Pipe invert partially rusted out.
12	Pipe_007628	110 PINEHILL DR.	15 ROUND	29	18	YES	Small amounts of standing water present. Advanced formations of rust on bottom half of pipe.

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
13	Pipe_007936	1509 THISTLE DR.	12 ROUND	35	40	YES	Significant rust development on pipe invert. Original lining on the invert is worn away.
14	Pipe_008131	1112 WINDSOR DR.	15 ROUND	40	12	YES	Small amounts of standing water present. Advanced formations of rust on bottom half of pipe.
15	Pipe_008172	701 BELWOOD DR.	15 ROUND	37	14	YES	Standing water present. Signs of significant rust development on bottom third of pipe. Original lining worn away on lower half of pipe.
16	Pipe_008174	1118 UNDERWOOD ST.	24 ROUND	32	20	NO	Pipe invert completely rusted out. Structural integrity may be compromised. Partially replaced in 2024.
17	Pipe_010588	500 DAWN DR.	18 ROUND	228	30	YES	Rust formation throughout the pipe invert. Original lining has worn off pipe invert.
18	Pipe_010601	604 DAWN DR.	15 ROUND	341	30 - 40	YES	Significant rust development on pipe invert.
19	Pipe_010602	600 DAWN DR.	15 ROUND	47	30	NO	Significant rust development on bottom half of pipe.
20	Pipe_010606	704 COREY PL.	24 ROUND	41	38	YES	Developed natural gravel bottom. Signs of rust present on lower portion of pipe.
21	Pipe_010667	910 JOHN ST.	15 ROUND	37	24	YES	Rust forming throughout pipe with advanced development on pipe invert. Signs of prolonged blockages with standing water present.
22	Pipe_011862	427 VIRGIL DR.	24 ROUND	37	24	YES	Pipe invert completely rusted out. Structural integrity may be compromised.
23	Pipe_005244	1301 BEVERLY DRIVE	78 x 48 ELLIPTICAL	56	12 - 20	YES	Rust forming on lower third of pipe where original lining has worn away.
24	Pipe_005278	1403 NEEDHAM DR	86 x 60 ARCH	64	48	NO/YES	Flowing creek. Partially replaced in 2022. New section: no lining. Old section: has lining.
25	Pipe_005326	1803 WOODVALLEY DRIVE	102 x 75 ELLIPTICAL	40	24	NO	Contains standing water and minimal sediment accumulation. Rust is beginning to form on waterline about half way up the pipe.
26	Pipe_005327	115 N TIBBS RD	112 x 82 ELLIPTICAL	42	25	NO	Contains running water from creek. Advance rust formations present on bottom third of pipe.
27	Pipe_005506	1410 ROSEWOOD CIRCLE	60 ROUND	88	24 - 48	YES	Closest direct access to the 60-inch pipe system for evaluation is further west just past Valley Brook Church of God's driveway at drop inlet Structure_016294. The section to be lined contains advanced rust formation present on the bottom of the pipe with portions of the invert rusted through.

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
28	Pipe_006472	408 ESTHER DRIVE	90 x 69.5 ELLIPTICAL	42	25	YES	Standing water present in bottom third of pipe with bottom third of original lining missing.
29	Pipe_006520	702 LENNA LN.	38 X 24 ELLIPTICAL	83	24	YES	Rust present on pipe invert. Existing lining has worn off.
30	Pipe_006662	211 E. FRANKLIN STREET	42 X 28 ELLIPTICAL	44	32	YES	Clear of obstructions. Rust present on pipe invert.
31	Pipe_007060	700 REDWINE STREET	48 ROUND	58	96 - 132	YES	Joint separation present in pipe underneath Redwine Street. Minimal signs of rust present.
32	Pipe_007836	1804 GLENBROOK PL	48 ROUND	41	42	YES	Contains standing water and sediment, lower half of pipe is missing original lining. Signs of advance rust formation present.
33	Pipe_007939	1411 SIENNA DRIVE	60 ROUND	94	46	YES	Significant amounts of rust present with holes forming in pipe invert.
34	Pipe_008156	1401 UNDERWOOD STREET	60 ROUND	37	36 - 45	YES	Fair amount of sediment accumulation. Standing water present. Original pipe lining at the water line shows signs of wear with respect to the bottom third of the pipe.
35	Pipe_008474	1275 ELKWOOD DRIVE	60 ROUND	67	156	YES	Good condition, existing lining still intact.
36	Pipe_009258	224 WESTERLY DR.	42 X 28 ELLIPTICAL	42	24	YES	Rust present in sections of pipe where existing lining has failed.
37	Pipe_010489	203 WOODPARK DR	58 x 33 ELLIPTICAL	44	30	YES	Extensive rust penetrating pipe invert with holes forming from rusting out. Evidence of a previous lining of the bottom layer present that has worn away.
38	Pipe_010490	203 WOODPARK DR	58 x 33 ELLIPTICAL	44	30	YES	Significant rust formation on lower third of pipe where original lining has worn away.
39	Pipe_010565	410 LESLEY DR	65 x 35 ELLIPTICAL	68	32	YES	Significant rust formation on lower third of pipe where original lining has worn away.
40	Pipe_010597	322 SYCAMORE CIR	65 x 35 ELLIPTICAL	75	25	YES	Standing water present. Existing lining still fairly intact with signs of cracking where water may be in contact with the metal.
41	Pipe_010617	413 IRONWOOD WAY	58 x 33 ELLIPTICAL	40	40	YES	Standing water present. Advance rust formation present on lower third of pipe. More than half of original lining missing.
42	Pipe_012357	115 N TIBBS RD	54 ROUND	42	37	YES	Deterioration of existing lining. Minimal amounts of rust present.
43	Pipe_012358	115 N TIBBS RD	54 ROUND	41	36	YES	Deterioration of existing lining. Minimal amounts of rust present.
44	Pipe_013189	708 HACKNEY DRIVE	52 x 33.5 ELLIPTICAL	45	20	YES	Standing water present. Advance rust formation present on lower third of pipe. Around half of original lining missing.
45	Pipe_013190	708 HACKNEY DRIVE	52 x 33.5 ELLIPTICAL	44	20	YES	Standing water present. Advance rust formation present on lower third of pipe. Around half of original lining missing.

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
46	Pipe_013488	100 LEVI DRIVE	36 ROUND	83	24 - 36	NO	Contains natural creek bottom. Significant rust formation present through span of pipe.

Off-ROW Pipes

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER (IN)	PREVIOUSLY COATED	INSPECTION NOTES*
47	Pipe_008374	508 BURCHFIELD AVE.	18 ROUND	136	15	NO	Joint separation (RCP) under road and beside house. City will obtain necessary easements.
48	Pipe_008167	604 OLIVIA DR	48 ROUND	90	24	NO	Pipe invert completely rusted out. Structural integrity may be compromised. City will obtain necessary easements.

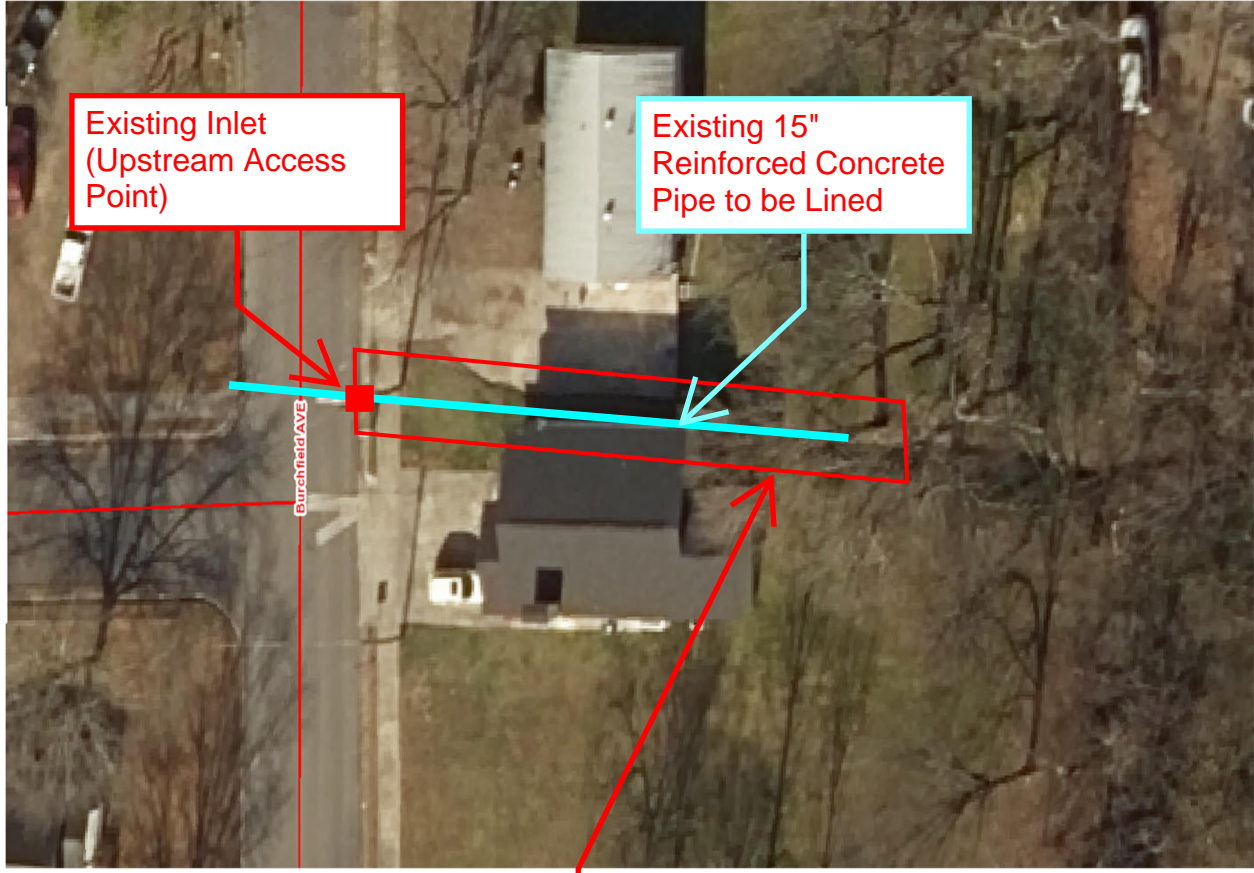
*EXHIBIT 'B' INSPECTION NOTES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL BE REQUIRED TO DETERMINE IF INSPECTION NOTES ARE ACCURATE, AND ENCOMPASS ALL NECESSARY INFORMATION FOR DESIGN METHODS PROPOSED FOR ALL CULVERT RESTORATIONS.

*CITY WILL OBTAIN ALL REQUIRED EASEMENTS FOR COMPLETING THE REQUESTED SCOPE OF WORK ADVERTISED WITHIN PROPOSAL PACKET.

EXHIBIT C

OFF RIGHT OF WAY LOCATIONS PERMITTED WORK AREAS

508 Birchfield Avenue Permitted Working Area

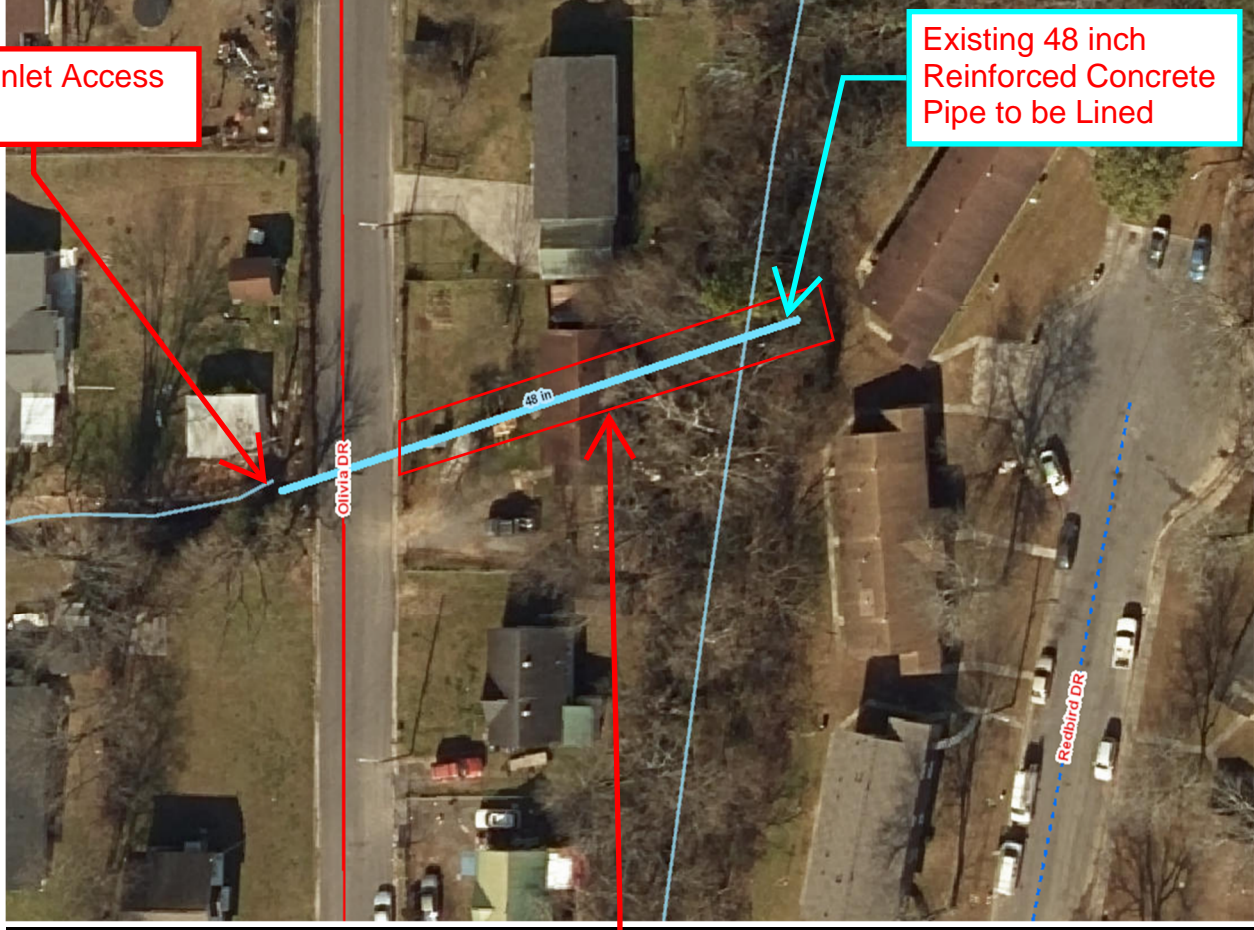


Existing Inlet
(Upstream Access
Point)

Existing 15"
Reinforced Concrete
Pipe to be Lined

**Temporary
Construction
Easement**
(15ft Total Width, or
7.5ft From Offset on
Each Side from
Existing 15 inch
Reinforced Concrete
Pipe). Contractor is
ONLY Permitted to
Access Property
Outside of Existing
House Footprint.

604 Olivia Drive Permitted Working Area



**Temporary
Construction
Easement**

(20ft Wide in Total,
or 10ft Offset from
Centerline of Existing
48" Reinforced
Concrete Pipe to be
Lined. Work at Inflow
on West Side of
Olivia Drive Shall
Stay within
Right-of-Way Limits.
Contractor is ONLY
Permitted to Access
Property Outside of
Existing House
Footprint.

SECTION 00080 MANDATORY PRICE PROPOSAL FORM


DALTON PROJECT NO. BD-163-2024
LEVEL 1-A PIPE LINING PROJECT (REVISED)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION	47	EA	\$ 4,250	\$199,750
2	ALTERATIONS TO STORM DRAIN STRUCTURES/TOPS	1	LS	\$1,000	\$1,000
PIPE LINING INCLUDING BYPASS PUMPING (IF REQUIRED), CLEANING, INVERT RESTORATION (IF REQUIRED)					
3	12" ROUND CMP	162	LF	\$ 150	\$24,300
4	15" ROUND CMP	531	LF	\$ 135	\$71,685
5	18" ROUND CMP	932	LF	\$ 165	\$153,780
6	24" ROUND CMP	110	LF	\$ 215	\$ 23,650
7	30" ROUND CMP	52	LF	\$ 225	\$11,700
8	36" ROUND CMP	83	LF	\$ 400	\$33,200
9	48" ROUND CMP	99	LF	\$ 355	\$ 35,145
10	54" ROUND CMP	83	LF	\$ 365	\$30,295
11	60" ROUND CMP	286	LF	\$ 425	\$ 121,550
12	38" x 24" ELLIPTICAL CMP	83	LF	\$ 535	\$ 44,405
13	42" x 28" ELLIPTICAL CMP	86	LF	\$ 275	\$ 23,650
14	52" x 33.5" ELLIPTICAL CMP	89	LF	\$ 325	\$ 28,925
15	58" x 33" ELLIPTICAL CMP	128	LF	\$ 345	\$44,160
16	65" x 35" ELLIPTICAL CMP	143	LF	\$ 395	\$56,485
17	78" x 48" ELLIPTICAL CMP	56	LF	\$ 475	\$ 26,600
18	86" x 60" ARCH CMP	64	LF	\$ 550	\$35,200
19	90" x 69.5" ELLIPTICAL CMP	42	LF	\$ 760	\$31,920
20	102" x 75" ELLIPTICAL CMP	40	LF	\$ 795	\$31,800
21	112" x 82" ELLIPTICAL CMP	42	LF	\$ 855	\$35,910
22	15" ROUND RCP (PIPE_008374)	136	LF	\$ 135	\$18,360
				SUBTOTAL	
CCTV INSPECTIONS					
23	CCTV INSPECTION	3111	LF	\$ 5	\$15,555
24	CCTV INSPECTION - 15" ROUND RCP (PIPE_008374)	136	LF	\$ 5	\$ 680
				SUBTOTAL	\$ 16,235
25	OWNER-DIRECTED WORK	1	LS	\$30,000	\$30,000
				SUBTOTAL	\$30,000

TOTAL \$ 1,129,705

EXPECTED TIMELINE OF PROJECT
CALENDAR DAYS FOLLOWING ISSUANCE OF NTP: 180 DAYS

Company Name: Federal EC LLC

Authorized Bid Rep. Signature: 

Authorized Bid Rep. Title: VP

SECTION 00090 PROPOSAL CHECKLIST

Failure to include all required documents will result in proposal being removed for consideration for award.

- Document Description
- Completed City Vendor Packet
- Solicitation Form (Page 1 of this Document)
- References of Past Similar Jobs
- Price Proposal Form
- Vendor Affidavit and Agreement
- Checklist for Documents/Addenda Acknowledgement (this page)

Addenda Acknowledgement

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

- Addendum No. 1 Dated: May 15, 2024
- Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____

This affirms that all documents are included with the bidders bid package.

Company's Name:

Federal EC LLC Date: MAY 21, 2024

Authorized Representative's Name: JONATHAN RAYMER PE

Authorized Representative's Signature: 



SECTION 00100 PACKAGE LABEL

This label must be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.



SEALED BID ENCLOSED

DO NOT OPEN

“Level 1-A Pipe Lining Project”

Due Date and Time: May 22nd, 2024 at 2 pm

Vendor Name

Address

City, State, Zip Code

DELIVER TO:

The City of Dalton – Finance Department
300 West Waugh Street
Dalton, GA, 30720



SECTION 00110 PROPOSAL SCORING SHEET – (FOR OWNER ENTRY)

Company Name: Federal EC, LLC

1. Proposed Price & Method –	<u>34</u> / 35 pts
2. Project Timeline	<u>15</u> / 15 pts
3. Completeness of proposal	<u>25</u> / 25 pts
4. Reputation and reliability of contractor	<u>25</u> / 25 pts
TOTAL	<u>99</u> / 100 pts

COMMENT:

Proposed method of restoration meets objectives specific within advertised proposal. Proposal

Price is the lowest, and is within budget. Proposed time to complete is within a sufficient range.

Overall proposal is very detailed including design method documentation with PE stamped

examples. Proposal provides 1-year workmanship warranty, but is not the longest warranty period

offered at no additional price in comparison to other submissions. References included within sealed

submission along with all supporting documentation overall provides sufficient evidence of reputation and reliability of contractor.

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: MAY 15, 2024

BID DATE: WEDNESDAY, MAY 22, 2024

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of the first addendum by writing in "Addendum No. 1" on Proposal Checklist within RFP Packet.
2. Replace SECTION 00080 MANDATORY PRICE PROPOSAL FORM (pages 71-72 of 76) in bid package with Revised Form attached below as 'Exhibit A'
3. Omit Figure 48 from Exhibit 'A' (page 62 of 76) in proposal packet, and omit row for Figure 48 in Off-ROW Pipes table in Exhibit 'B' (found in page 67 of 76). This pipe has been removed from the scope of work for this project. Omit "604 Olivia Drive Permitted Working Area" from Exhibit 'C' (page 70 of 76) in proposal packet.
4. Please refer to 'Exhibit B' below for the official plan holder's list for this project.

INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. Will the owner / engineer be providing a disposal site for the debris removed during the cleaning / cctv process? If so, what is the location?
 - a. The City will not provide a disposal site for debris. Contractor shall be responsible for securing a disposal site.
2. If alterations of the tops / lids are necessary to install the CIPP liner, will this be considered incidental to the lining work? If not, can the owner / engineer please add a pay item to cover this work?
 - a. A pay item has been included for ALL alterations to storm drain structures, tops and lids if needed to successfully perform the lining contract. It is expected that upon the completion of the project, the storm drain structures are to be restored to good working condition if altered or damaged. If storm drain structures are damaged or altered, the necessary repair or replacement shall conform to GDOT standards and specifications.

3. Is it the intent to award this contract to one bidder or multiple bidders?
 - a. The City intends to award this contract to one prime contractor. The use of subcontractors shall be permitted for performing scope of work specified within proposal packet. All work to be completed by a sub-contractor must be disclosed within sealed proposal submission, and is subject to the same requirements for documentation submissions specified within request for proposals packet.
4. Will the decision be based on price alone or weighted based on the qualification package presented by each contractor?
 - a. The City intends to award the construction contract to the responsible and responsive contractor whose Proposal is determined to be the most advantageous according to the evaluation factors which are listed in the proposal scoring form within RFP packet.
5. Will the owner / engineer please review and accept (1" on 36"-54" and 1.5" on 60"- 96") of GeoKrete Geopolymer as a single standalone pipe rehabilitation application in lieu of the CIPP application?
 - a. The City is relying on the proven experience of Contractors to determine additional parameters required, and provide as much explanation pertaining to the proposed approach as possible for consideration of the proposal. Any materials proposed by Contractor shall meet all requirements specified within RFP proposal packet, and published contract addenda.
6. What is the contract time (substantial completion amount (Days)) and what is the amount of liquidated damages?
 - a. The contract time shall be the schedule provided by the contractor in the proposal submission. The project timeline is part of the scoring criteria and will be part of the decision for award. The overall duration of schedule completion length will begin once the official "Notice to Proceed" is provided by the City. This is anticipated to be given immediately following the pre-construction conference with the awarded contractor.
 - b. Liquidated damages will be implemented at \$300 per day. An example of the verbiage pertaining to liquidated damages for a previously completed project from the contract document has been provided below. Contract documents for the project shall be provided to the highest scoring Contractor after the scoring process has been completed by the City prior to contract award.

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 18 weeks following "Notice to Proceed". Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Anticipated "Notice to Proceed" date is tentatively set for October 27,2023.

7. The mobilization line item on the bid for shows a quantity of 46 EA. Was this an error?
 - a. Please refer to item two of "CONTRACTOR ACTION" above. The quantity of 46 was an error. The quantity is now 47, after removing Figure 48 from the scope of work.

BY: 

Jorge Campos
Project Engineer

EXHIBIT A REVISED PROPOSAL FORM

DALTON PROJECT NO. BD-163-2024
LEVEL 1-A PIPE LINING PROJECT (REVISED)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION	47	EA		
2	ALTERATIONS TO STORM DRAIN STRUCTURES/TOPS	1	LS		
PIPE LINING INCLUDING BYPASS PUMPING (IF REQUIRED), CLEANING, INVERT RESTORATION (IF REQUIRED)					
3	12" ROUND CMP	162	LF		
4	15" ROUND CMP	531	LF		
5	18" ROUND CMP	932	LF		
6	24" ROUND CMP	110	LF		
7	30" ROUND CMP	52	LF		
8	36" ROUND CMP	83	LF		
9	48" ROUND CMP	99	LF		
10	54" ROUND CMP	83	LF		
11	60" ROUND CMP	286	LF		
12	38" x 24" ELLIPTICAL CMP	83	LF		
13	42" x 28" ELLIPTICAL CMP	86	LF		
14	52" x 33.5" ELLIPTICAL CMP	89	LF		
15	58" x 33" ELLIPTICAL CMP	128	LF		
16	65" x 35" ELLIPTICAL CMP	143	LF		
17	78" x 48" ELLIPTICAL CMP	56	LF		
18	86" x 60" ARCH CMP	64	LF		
19	90" x 69.5" ELLIPTICAL CMP	42	LF		
20	102" x 75" ELLIPTICAL CMP	40	LF		
21	112" x 82" ELLIPTICAL CMP	42	LF		
22	15" ROUND RCP (PIPE_008374)	136	LF		
				SUBTOTAL	
CCTV INSPECTIONS					
23	CCTV INSPECTION	3111	LF		
24	CCTV INSPECTION - 15" ROUND RCP (PIPE_008374)	136	LF		
				SUBTOTAL	
25	OWNER-DIRECTED WORK	1	LS	\$30,000	\$30,000
				SUBTOTAL	\$30,000

TOTAL

EXPECTED TIMELINE OF PROJECT
CALENDAR DAYS FOLLOWING ISSUANCE OF NTP:

Company Name: _____

Authorized Bid Rep. Signature: _____

Authorized Bid Rep. Title: _____

EXHIBIT B Official Plan Holder's List

City of Dalton Public Works Department
Mandatory Pre-Bid Meeting - LEVEL 1-A PIPE LINING PROJECT
Thursday, May 9, 2024 - 1:00 PM

Sign-In Sheet

Name	Company	Phone	Email (Project Addenda will be sent to this address)
Mikah Williams	Vortex	678-575-1058	mwilliams@vortexcompanies.com
Tim David Wheat	GCCU	251-725-0200	ddavis@gogccu.com
Tyler Copeland	ProShot Concrete	256-764-5741	TC11@ProShotConcrete.com
Chad Townsend	City of Dalton PW	706-278-7077	ctownsend@daltonga.gov
Randy Hansbrough	SAK Construction	901-268-5526	RHANSBROUGH@SAKCON.COM
Michael Fowler	SEP	770-542-7918	MFOWLER@SOUTHEASTPIPE.COM
JONATHAN RAYMER	FEDERAL EC	770-616-7523	jraymer@federalec.com
Jackson Sheppard	City of Dalton PW	706-278-7077	jsheppard@daltonga.gov
Jorge Campos	City of Dalton PW	706-278-7077	jcampos@daltonga.gov
Tim David Wheat	Gulf Coast Underground	251-725-0200	ddavis@gogccu.com

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

**LEVEL 1-A PIPE LINING PROJECT
DALTON PROJECT NO. PW-BD163-2024**

SURETY (*Name and Principal place of Business*):

BOND:

Date: _____

Amount: _____

Bond Number: _____

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and

CONSTRUCTION PAYMENT BOND
(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice

CONSTRUCTION PAYMENT BOND
(Continued)

to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.

CONSTRUCTION PAYMENT BOND
(Continued)

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____



CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

**LEVEL 1-A PIPE LINING PROJECT
DALTON PROJECT NO. PW-BD163-2024**

SURETY (*Name and Principal place of Business*):

BOND:

Date: _____

Amount: _____

Bond number: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor

CONSTRUCTION PERFORMANCE BOND
(Continued)

shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the

CONSTRUCTION PERFORMANCE BOND
(Continued)

- Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

CONSTRUCTION PERFORMANCE BOND

(Continued)

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____



CONTRACT

THIS AGREEMENT made this the 15 day of July, 2024, by and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner", and Federal EC, LLC

a contractor doing business as an individual, a partnership, or a corporation* of the City of Florence, County of Lauderdale, and State of Alabama hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the construction of the project entitled:

**LEVEL 1-A PIPE LINING PROJECT
DALTON PROJECT NO. PW-BD163-2024**

hereinafter called the "Project", for the sum of ONE MILLION, ONE-HUNDRED TWENTY-NINE THOUSAND, SEVEN HUNDRED FIVE Dollars (\$1,129,705.00) and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the specifications and contract documents therefore as prepared by the Owner and as enumerated in the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 180 days of receiving "Notice to Proceed". The "Notice to Proceed" date is tentatively set for July 26, 2024. The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.

CONTRACT
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:

Secretary

By: _____ SEAL

Witness

President
Title



Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.



SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Request for Proposals; Instructions to Proposers; Request for Proposals Packet; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

0303 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

- 0303.01 The intent of the documents is to describe all construction entailed in this

project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

- 0303.02 The Drawings provided by the City are intended to conform and agree with the Specifications proposed by Contractor; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications.

0304 MATERIALS, SERVICES AND FACILITIES

0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. It is further understood that in providing materials, labor, tools, equipment, water, light, power, superintendence, or any other expense associated with the Contract the Contractor may not take advantage of the City's tax exempt status.

0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

0305 CONTRACTOR'S TITLE TO MATERIALS

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.

0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. 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 Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

0307 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

0308 PATENTS

0308.01 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

0308.03 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

0309 SURVEYS, PERMITS AND REGULATIONS

0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor any control alignment and bench mark data from previous engineering surveys.

0309.02 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the

maintenance of passageways, guard fences or other protective facilities.

0310 CONTRACTOR'S OBLIGATIONS

- 0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.
- 0310.03 Contractor shall be required to submit a construction schedule, for all stages of the project through completion to the Owner prior to beginning construction services specified within awarded contract.

0311 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his

subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

0313 SAFETY PROVISIONS

- 0313.01 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).
- 0313.02 The Contractor shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.
- 0313.03 The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

0314 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or

loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

0318 REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

0319 SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

0320 COMPETENT LABOR

0320.01 The Contractor shall employ only competent and skilled workers on the project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to

receive orders and execute the work.

- 0320.02 The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

0322 CHANGES IN THE WORK

- 0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.
- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Contractor

signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.

0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

0323 CHANGE IN CONTRACT PRICE

0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).

0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working

hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:
 - 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
 - 0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - 0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
 - 0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0323.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0323.02.4, 0323.02.5, and 0323.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to

delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

- 0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0324 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- 0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- 0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.
- 0326.03 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 of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0323 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0322 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated

construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

- 0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;
- 0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.
- 0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-1 et seq., which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.
- 0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.

- 0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A, if applicable, at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.
- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed

to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Contractor, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his

Subcontractors to the extent of each Subcontractor's interest therein.

0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be

cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.
- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the

work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.

0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.09 The limits of liability for the insurance required by paragraph 334.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

State	Statutory
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Federal	Statutory
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Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

If the Contractor chooses to maintain a policy with a maximum of the state

mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

General Liability Provided Per Occurrence (**City of Dalton, GA must be shown as an additional insured.**)

Each Occurrence (Bodily and Property Damage Included): \$1,000,000

Fire Damage (*Any One Fire*): \$50,000
Medical Expense (*Any One Person*): \$5,000

Personal and Adv Injury, With Employment
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated.

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and
All Autos, Including Bodily Injury and Property Damage: \$1,000,000

- 0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Contractor shall be required to furnish railway with a Railroad Protective Liability Insurance Policy naming railway as the named insured and issued to the Contractor with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

0334.11 Certificate Holder should read:

**CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722**

0334.12 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0335 CONTRACT SECURITY

The Contractor shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

The surety company issuing the above required Construction Performance Bond must have an A.M. Best Rating of A-6 or higher. The surety company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0336 ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or

information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other Contractor or subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

0340 COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

0341 SUBCONTRACTING

The Contractor shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization

and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- 0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris

of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any

express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner 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 or email, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

- 0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

- 0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.
- 0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.
- 0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

0354 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

0355 MAINTENANCE OF TRAFFIC

0355.01 The Contractor shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations

without the Owner's permission.

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."
- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

.....END OF SECTION



AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

FROM: _____ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the _____ day of _____, _____ between the above mentioned parties for the construction of the project entitled LEVEL 1-A PIPE LINING PROJECT.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, _____.

SIGNED: _____ (SEAL)

BY: _____

TITLE: _____

Personally appeared before the undersigned who after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

This _____ day of _____, _____.

Notary Public: _____ SEAL

My Commission Expires: _____,

_____ County,

SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION CONTAINED WITHIN ALL REQUEST FOR PROPOSAL DOCUMENTS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. BY EXECUTION OF THIS CONTRACT, THE AWARDED CONTRACTOR HAS VERIFIED THAT ALL DETAILS PROVIDED BY THE CITY OF DALTON THROUGHOUT THE PROCUREMENT PROCESS UTILIZED FOR BIDDING PURPOSES ARE DEEMED TO BE ACCURATE, AND COMPLETE FOR MEANS OF SUBMITTING A PROPOSAL BID.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH ALL SERVICES PROPOSED WITHIN SEALED PROPOSAL SUBMISSION REFERRED BELOW **AS EXHIBIT A**.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
4. ALL TRAFFIC CONTROL ELEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT. PASSAGE FOR ALL VEHICULAR TRAFFIC TRAVERSING THROUGH THE PROJECT LIMITS MUST BE MAINTAINED AT ALL TIMES THROUGH THE LIFE OF THE PROJECT.
5. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES TO OBTAIN HYDRANT METER RENTALS THROUGHOUT THE LIFE OF THE PROJECT.
6. CONTRACTOR IS REQUIRED TO CALL GA 811 OR FILE ONLINE A UTILITY LOCATE REQUEST PRIOR TO COMMENCING WORK AND MAINTAIN ACTIVE LOCATE FOR THE DURATION OF THE PROJECT.
7. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 6:00 PM AND 7:00 AM ON MONDAY THROUGH SATURDAY. WORK MAY BE PERMITTED OUTSIDE OF THE PROVIDED DATE AND TIME WINDOWS UPON WRITTEN REQUEST BY CONTRACTOR AND WRITTEN APPROVAL BY CITY. ALL REQUESTS PERTAINING TO COMPLETING WORK OUTSIDE OF THE PERMITTED WINDOWS MUST BE SUBMITTED IN WRITING TO THE PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS IN ADVANCE OF

REQUESTED DATE AND TIME. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.

8. COORDINATION OF PROJECT WITH PROPERTY OWNERS – CONTRACTOR SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH ADJACENT PROPERTY OWNERS AS REQUESTED THROUGHOUT THE LIFE OF THE PROJECT.
9. CONTRACTOR WILL BE REQUIRED TO CONSULT THE CITY ARBORIST PRIOR TO ANY DISTURBANCE THAT ENCROACHES WITHIN ANY TREE DRIP LINES, OR ANY CONCERNS REGARDING IMPACTS TO TREES AND SHRUBS THROUGHOUT THE COURSE OF CONSTRUCTION.
10. CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS DEEMED NECESSARY TO COMPLETE THE SCOPE OF WORK SPECIFIED WITHIN THE AWARDED PROPOSAL.
11. IF PERMITS ARE REQUIRED TO COMPLETE ANY ELEMENTS OF THE PROJECT, CONTRACTOR SHALL BE REQUIRED TO REPORT THE ISSUANCE, AND TERMINATION OF ALL PERMITS OBTAINED TO COMPLETE ANY PORTION OF THE AWARDED PROPOSAL TO THE CITY OF DALTON PUBLIC WORKS DEPARTMENT PRIOR TO COMMENCING ANY PERMITTED WORK FROM APPLICABLE ENTITIES WITHIN PROJECT LIMITS.
12. WORK SHALL BE LIMITED TO EXTERIOR OF RESIDENTIAL BUILDING (OUTSIDE OF HOUSE FOOTPRINT) FOR PIPE IN FIGURE 47, AS SHOWN ON EXHIBIT C ON **PAGE 69 OF 76 IN RFP PACKET**.
13. CONTRACTOR SHALL BE REQUIRED TO REMOVE, AND DISPOSE OF ANY RESIDUAL, OR LEFT-OVER MATERIALS ACCRUED DURING THE DEMOLITION AND CONSTRUCTION PROCESS PROPOSED IN SEALED PROPOSAL SUBMISSION.
14. CONTRACTOR SHALL CONTINUOUSLY MAKE GOOD FAITH EFFORT TO RESTORE ANY AREAS UTILIZED FOR COMPLETION OF THE PROJECT TO THE ORIGINAL CONDITIONS PRIOR TO COMMENCING ANY STAGE OF THE PROJECT.



May 21, 2024

The City of Dalton
Finance Department
300 West Waugh Street
Dalton, GA 30720

Subject: Proposal: LEVEL 1-A PIPE LINING: Project No. PW-BD163-2024

Federal EC LLC is please to present The City of Dalton, Georgia with the following proposal.

Federal EC LLC (Federal Engineering and Construction) Is a local, self-performing, financially strong, woman owned small business experienced in utility contracting specializing in pipe and structure rehabilitation and replacement. Pipe lining is our core business. We are an approved GDOT contractor and hold licensing and all credentials required to complete the work items contained in this project. Federal EC LLC is interested in providing the services contained in this contract and we have a thorough understanding of the overall intent and requirements of the RFP.

Federal EC LLC is ideally suited to serve The City of Dalton on this Stormwater Repair Unit Price Contract. Our main office and warehouse are located approximately one hours drive from The City of Dalton and we maintain the personnel and equipment to service this contract locally. Our operations team is led by an experienced licensed professional civil engineer who has specialized in trenchless technologies since 1998.

Attachments:

1. BID DOCUMENT

Contractor Information

- | | |
|---------------------------------------|-------------------------------------|
| 1. Name of Firm: | Federal EC LLC |
| 2. Georgia Utility Contractor Number: | UC302429 |
| 3. Georgia General Contractor Number: | GCLT-CO000546 |
| 4. Small Business Category: | Woman Owned Small Business |
| 5. Point of Contact: | Jonathan Raymer PE, General Manager |
| 6. Phone Number: | 770-616-7523 |
| 7. Fax Number: | N/A |
| 8. Email address | jraymer@federalec.com |

9. Mailing Address:

504 Allatoona Hills Drive
Woodstock, Georgia 30189

We appreciate the opportunity to provide this RFP to the City of Dalton and look forward to the opportunity to work with you on this contract.

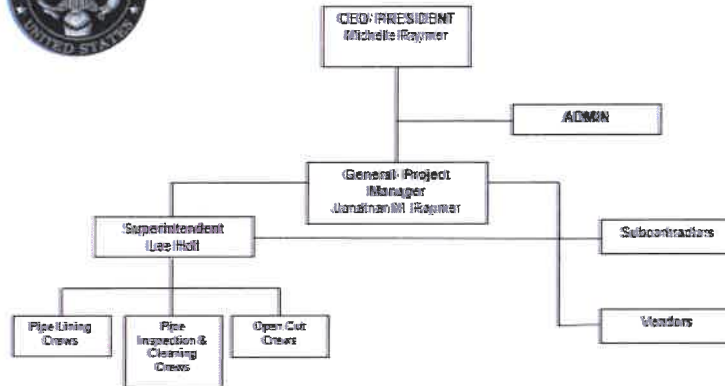
Kind Regards,

A handwritten signature in blue ink, appearing to read 'J. Raymer', with a stylized flourish at the end.

Jonathan M. Raymer P.E. | Vice President | **FEDERAL EC LLC**
504 Allatoona Hills Drive | Woodstock, GA 30189
Ph: 770.616.7523 | <http://www.federalec.com>
jraymer@federalec.com



ORGANIZATION CHART



Preferred Subcontractor List:

Federal EC LLC will utilize Utility Asset Management, Inc. a full-service utility contractor specializing in the Trenchless Renewal of existing pipelines by Centrifugally Cast Concrete or Spin Casting in large diameter storm sewers. UAM will also complete loose fit slip line if it is required on a task order related to this contract.

Utility Asset Management has been operating since 2005 and is an industry leader in providing the services stated above. Federal EC regularly works with UAM as both a subcontractor and prime contractor. Federal EC and UAM have an excellent work history exceeding five years.



Project Scheduling and Execution:

Federal EC LLC is a proven expert in the field of trenchless technologies and pipe lining. We are ideally and uniquely suited to best support the City of Dalton on this contract. Our company is under the leadership of a licensed Civil Engineer and Utility Manager that has spent his entire career spanning over 20 years executing similar contracts for municipal, commercial, federal, and other underground utility owners.

We specifically understand the goals, project constraints, and objectives for the project since we already have a working relationship with surrounding municipalities providing these services.

Liner Design / Product Specification and Selection

Federal EC will provide liner designs completed by a Georgia Licensed Professional Engineer for each pipe size and condition on the site. Restoration methods will be provided with comparable hydraulic conditions similar to the current culvert size/type. Federal EC will incorporate structural repairs if determined necessary. The serviceable lifespan of the lining solutions will be similar to that of newly constructed concrete culvert system.

Federal EC LLC will utilize design methods for liners as detailed in ASTM standards F1216 which is the industry standard for cured in place lining design. A sample design is included in this submittal.

Federal EC will account for structural needs to provide sufficient strength for vehicular loadings for culverts spanning underneath roads, depth of cover constraints as provided in enclosed exhibits, and any additional factors if present such as railroad loading or other site-specific loading requirements.

In general, Federal EC LLC plans to utilize Cured in Place Pipe Liners for pipes less than 30 inches in diameter and Centrifugally Cast Concrete Pipe on Pipes 30" and larger. This approach will allow us to install our industry leading GDOT approved lining system while minimize impact to structures and above ground storm water assets. Federal EC's design engineer may opt to recommend cured in place in sizes 30 inches and larger in lieu of centrifugally cast concrete pipe, but this will be disclosed to the client prior to ordering materials and construction.

Traffic control will meet the requirements of the 2009 Manual of Uniform Traffic Control Devices for Streets and Highways and special provision section 150-Traffic Control of GDOT specifications.

Project Scoping / Execution

The total length of pipe lining is for this project is approximately 3,100 LF of corrugated metal & reinforced concrete pipes of varying dimensions.

The following tasks will be completed for each pipe section on the project.

1. Bypass Pumping of Work Area – (For each section that it is determined to be needed)
2. Clean / Prep Existing Pipe as Needed Prior to Lining
3. Re-establish Pipe Inverts as Needed Prior to Lining
4. Install Full Circumference In-Situ Pipe Lining
5. Post Construction CCTV Inspection

Schedule and Emergency Response:

Federal EC will work with Dalton to meet your schedule needs for each task. We offer unmatched response time due to our proximity to Dalton and are able to meet both scheduled and emergency work at all times. Our equipment, crew members, and leadership are based less than one hour from Dalton which allows us to respond to emergency events 24 hours a day, 365 days a year with little to no notice. We have experience working with many of our local customers on emergency needs and provide cell phone numbers to our client contacts which allow them to contact us 24 hours a day if needed. We warehouse supplies in Woodstock, Georgia and our vendors have materials regionally warehoused so that we have access to materials on short notice to assist us in meeting our clients' schedules.

Method and Timing of Implementing Project and Tasks:

Federal EC will designate Jonathan Raymer as the primary point of contact on this project. He will receive requests for task order pricing and tasks under this contract from Dalton personnel. Jonathan will provide all information requested by City personnel including pricing, submittals, schedule, and any other details in a timely manner. Upon acceptance of each task order from the City and approval to proceed Jonathan will procure materials and dedicate resources to complete the tasks. The timing and schedule for implementation of each task will be discussed and agreed to between Federal EC and Dalton. Federal EC has an excellent reputation of delivering projects within schedule and under budget. Federal EC will also be available to provide technical input and options to Dalton to assist in developing solutions and scoping as needed.

General Project Understanding, Approach, and Capabilities:

Federal EC LLC is dedicated to providing superior engineered solutions to our clients. Our solutions are innovative, economic, and proven. We have an extensive understanding of a wide variety of products and services that are commercially available to address storm water piping deficiencies. We don't stop at reading and repeating the marketing information provided by industry vendors but understand the industry standards and seek out test results that back up commercial claims.

We do not limit ourselves to one solution and always strive to offer our customers the solution or solutions that are viable to meet the requirements of specific project needs. In evaluating solutions many factors must be taken into consideration including but not limited to safety, economics, service life, and disruption to the public during construction.

Dalton, like many other area municipalities in the area, hold the challenge of identifying and resolving deficiencies associated with an aging storm water infrastructure. If these deficiencies are not efficiently identified and addressed, they lead to costly damage including sinkholes, hazards to public safety, and damage to other infrastructure including adjacent utilities, roads, and buildings.

Limited budgets and time constraints require an efficient team be formed and structured to remedy deficiencies in the stormwater system. Superior communication and trust between utility owner, engineer, and contractor creates an environment of synergy where the client can stretch their budget to accomplish the most amount of benefit for the city and their taxpayers.

Description of any specialty equipment/ capabilities:

Federal EC has established work plans to execute work with unmatched quality and turn time. We own all the critical equipment to complete the work included on this contract and maintain excellent vendor relationships in which we can utilize if required to supplement our owned equipment in the case of a breakdown or other delay. We have in house crews to complete the required work and office processes in place to expedite administrative requirements associated with the work.

We offer unmatched turnaround times for material availability and service due to our vendor relationships and excellent payment history. We regularly pay our vendors and subcontractors before we are paid and beat payment terms. We work with our clients to understand and provide project deliverables in an expedited

fashion so that funds can flow to all project parties which creates a mutually beneficial scenario for all involved parties.

Federal EC is a financially strong company. We bank locally and remain in an excellent financial standing with industry partners and maintain a strong cash position to execute work. Our entire insurance portfolio is handled through a single point of contact, and bonding is handled locally. Our banking, insurance, and bonding partners have not changed since our company was founded.

City of Dalton Pipe SCOPE SHEET- Federal EC LLC

FIGURE	PIPE ID	NEAREST ADDRESS	PIPE DIMENSIONS (IN)	PIPE LENGTH (LF)	DEPTH OF COVER	LINING METHOD	MIIMUM DESIGN THICKNESS *	DURATION (DAYS)	BYPASS	INVERT REPAIR	INSPECTION NOTES*
1	PIPE_005449	1704 OAKMONT DR.	18 ROUND	40	32	CIPP	7.5 mm	1	As Needed	As Needed	Advance rust formation present. Structural integrity may be compromised.
2	Pipe_005495	1901 FAIRFIELD DRIVE	30 ROUND	52	24	CCCP	25 mm	2	As Needed	As Needed	Rust present through span of pipe.
3	Pipe_005798	1508 RIO VISTA DR	18 ROUND	28	10	CIPP	7.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Significant rust on pipe invert. Pipe invert completely rusted out.
4	Pipe_005800	1506 RIO VISTA DR	18 ROUND	190	7	CIPP	7.5 mm	1	As Needed	As Needed	Structural integrity may be compromised.
5	Pipe_005802	1504 RIO VISTA DR	18 ROUND	27	7	CIPP	7.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Pipe invert completely rusted out. Structural integrity may be compromised.
6	PIPE_005805	1500 ELAINE WAY	18 ROUND	39	17	CIPP	7.5 mm	1	Dewater and Pump Around As Needed	As Needed	Standing water present. Significant rust formation throughout pipe.
7	PIPE_006046	931 HARDWICK CIR.	18 ROUND	49	24	CIPP	7.5 mm	1	As Needed	As Needed	Rust formation throughout the pipeinvert
8	PIPE_006048	931 HARDWICK CIR.	18 ROUND	46	24	CIPP	7.5 mm	1	As Needed	As Needed	Rust formation throughout the pipe invert. Original lining has worn off pipe invert.
9	Pipe_006406	115 N. TIBBS RD.	12 ROUND	39	18 - 24	CIPP	6 mm	1	As Needed	As Needed	Rust present on pipe invert. Original lining is flaking off and absent on bottom half of pipe.
10	Pipe_006407	205 N. TIBBS RD.	12 ROUND	88	30 - 50	CIPP	6 mm	1	As Needed	As Needed	Rust present on pipe invert. Signs of settling of overhead soil appears to be collapsing roof of pipe.
11	Pipe_007289	600 VALLEY DR	18 ROUND	285	27	CIPP	7.5 mm	1	As Needed	As Needed	Pipe invert partially rusted out.
12	Pipe_007628	110 PINEHILL DR.	15 ROUND	29	18	CIPP	6 mm	1	Dewater and Pump Around As Needed	As Needed	Small amounts of standing water present. Advanced formations of rust on bottom half of pipe.
13	Pipe_007936	1509 THISTLE DR.	12 ROUND	35	40	CIPP	6 mm	1	As Needed	As Needed	Significant rust development on pipe invert. Original lining on the invert is worn away.
14	Pipe_008131	1112 WINDSOR DR.	15 ROUND	40	12	CIPP	6 mm	1	Dewater and Pump Around As Needed	As Needed	Small amounts of standing water present. Advanced formations of rust on bottom half of pipe.
15	Pipe_008172	701 BELWOOD DR.	15 ROUND	37	14	CIPP	6 mm	1	Dewater and Pump Around As Needed	As Needed	Standing water present. Signs of significant rust development on bottom third of pipe. Original lining worn away on lower half of pipe.
16	Pipe_008174	1118 UNDERWOOD ST.	24 ROUND	32	20	CIPP	10.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Pipe invert completely rusted out. Structural integrity may be compromised. Partially replaced in 2024

17	Pipe_010588	500 DAWN DR.	18 ROUND	228	30	CIPP	7.5 mm	1	As Needed	As Needed	Rust formation throughout the pipe invert. Original lining has worn off pipe invert.
18	Pipe_010601	604 DAWN DR.	15 ROUND	341	30 - 40	CIPP	6 mm	1	As Needed	As Needed	Significant rust development on pipe invert.
19	Pipe_010602	600 DAWN DR.	15 ROUND	47	30	CIPP	6 mm	1	As Needed	As Needed	Significant rust development on bottom half of pipe.
20	Pipe_010606	704 COREY PL.	24 ROUND	41	38	CIPP	10.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Developed natural gravel bottom. Signs of rust present on lower portion of pipe.
21	Pipe_010667	910 JOHN ST.	15 ROUND	37	24	CIPP	6 mm	1	Dewater and Pump Around As Needed	As Needed	Rust forming throughout pipe with advanced development on pipe invert. Signs of prolonged blockages with standing water present.
22	Pipe_011862	427 VIRGIL DR.	24 ROUND	37	24	CIPP	10.5 mm	1	As Needed	Install Mortar or Select Fill Invert Prior to Lining	Pipe invert completely rusted out. Structural integrity may be compromised.
23	Pipe_005244	1301 BEVERLY DRIVE	78 x 48 ELLIPTI	56	45646	CCCP	25 mm	3	As Needed	As Needed	Rust forming on lower third of pipe where original lining has worn away.
24	Pipe_005278	1403 NEEDHAM DR	86 x 60 ARCH	64	48	CCCP	25 mm	4	Dewater and Pump Around As Needed	As Needed	Flowing creek. Partially replaced in 2022. New section: no lining. Old section: has lining.
25	Pipe_005326	1803 WOODVALLEY DRIVE	102 x 75 ELLIPT	40	24	CCCP	25 mm	4	Dewater and Pump Around As Needed	As Needed	Contains standing water and minimal sediment accumulation. Rust is beginning to form on waterline about half way up the pipe.
26	Pipe_005327	115 N TIBBS RD	112 x 82 ELLIPT	42	25	CCCP	25 mm	5	Dewater and Pump Around As Needed	As Needed	Contains running water from creek. Advance rust formations present on bottom third of pipe.
27	Pipe_005506	1410 ROSEWOOD CIRCLE	60 ROUND	88	24 - 48	CCCP	25 mm	4	As Needed	As Needed	Closest direct access to the 60-inch pipe system for evaluation is further west just past Valley Brook Church of God's driveway at drop inlet Structure_016294. The section to be lined contains advanced rust formation present on the bottom of the pipe with portions of the invert rusted through.
28	Pipe_006472	408 ESTHER DRIVE	90 x 69.5 ELLIPT	42	25	CCCP	25 mm	4	Dewater and Pump Around As Needed	As Needed	Standing water present in bottom third of pipe with bottom third of original lining missing.
29	Pipe_006520	702 LENNA LN.	38 X 24 ELLIPT	83	24	CCCP	25 mm	4	As Needed	As Needed	Rust present on pipe invert. Existing lining has worn off.
30	Pipe_006662	211 E. FRANKLIN STREET	42 X 28 ELLIPT	44	32	CCCP	25 mm	4	As Needed	As Needed	Clear of obstructions. Rust present on pipe invert.
31	Pipe_007060	700 REDWINE STREET	48 ROUND	58	96 - 132	CCCP	25 mm	4	As Needed	As Needed	Joint separation present in pipe underneath Redwine Street. Minimal signs of rust present.
32	Pipe_007836	1804 GLENBROOK PL	48 ROUND	41	42	CCCP	25 mm	4	Dewater and Pump Around As Needed	Install Mortar or Select Fill Invert Prior to Lining	Contains standing water and sediment, lower half of pipe is missing original lining. Signs of advance rust formation present.
33	Pipe_007939	1411 SIENNA DRIVE	60 ROUND	94	46	CCCP	25 mm	4	As Needed	As Needed	Significant amounts of rust present with holes forming in pipe invert.

34	Pipe_008156	1401 UNDERWOOD STREET	60 ROUND	37	36 - 45	CCCP	25 mm	3	Dewater and Pump Around As Needed	As Needed	Fair amount of sediment accumulation. Standing water present. Original pipe lining at the water line shows signs of wear with respect to the bottom third of the pipe.
35	Pipe_008474	1275 ELKWOOD DRIVE	60 ROUND	67	156	CCCP	25 mm	4	As Needed	As Needed	Good condition, existing lining still intact.
36	Pipe_009258	224 WESTERLY DR.	42 X 28 ELLIPTI	42	24	CCCP	25 mm	3	As Needed	As Needed	Rust present in sections of pipe where existing lining has failed.
37	Pipe_010489	203 WOODPARK DR	58 x 33 ELLIPTI	44	30	CCCP	25 mm	3	As Needed	As Needed	Extensive rust penetrating pipe invert with holes forming from rusting out. Evidence of a previous lining of the bottom layer present that has worn away.
38	Pipe_010490	203 WOODPARK DR	58 x 33 ELLIPTI	44	30	CCCP	25 mm	3	As Needed	As Needed	Significant rust formation on lower third of pipe where original lining has worn away.
39	Pipe_010565	410 LESLEY DR	65 x 35 ELLIPTI	68	32	CCCP	25 mm	3	As Needed	As Needed	Significant rust formation on lower third of pipe where original lining has worn away.
40	Pipe_010597	322 SYCAMORE CIR	65 x 35 ELLIPTI	75	25	CCCP	25 mm	3	Dewater and Pump Around As Needed	As Needed	Standing water present. Existing lining still fairly intact with signs of cracking where water may be in contact with the metal.
41	Pipe_010617	413 IRONWOOD WAY	58 x 33 ELLIPTI	40	40	CCCP	25 mm	3	As Needed	As Needed	Standing water present. Advance rust formation present on lower third of pipe. More than half of original lining missing.
42	Pipe_012357	115 N TIBBS RD	54 ROUND	42	37	CCCP	25 mm	3	As Needed	As Needed	Deterioration of existing lining. Minimal amounts of rust present.
43	Pipe_012358	115 N TIBBS RD	54 ROUND	41	36	CCCP	25 mm	3	As Needed	As Needed	Deterioration of existing lining. Minimal amounts of rust present.
44	Pipe_013189	708 HACKNEY DRIVE	52 x 33.5 ELLIP	45	20	CCCP	25 mm	3	Dewater and Pump Around As Needed	As Needed	Standing water present. Advance rust formation present on lower third of pipe. Around half of original lining missing.
45	Pipe_013190	708 HACKNEY DRIVE	52 x 33.5 ELLIP	44	20	CCCP	25 mm	3	Dewater and Pump Around As Needed	As Needed	Standing water present. Advance rust formation present on lower third of pipe. Around half of original lining missing.
46	Pipe_013488	100 LEVI DRIVE	36 ROUND	83	24-36	N/A					Contains natural creek bottom. Significant rust formation present through span of pipe. ELIMINATED FROM PROJECT
47	Pipe_008374	508 BURCHFIELD AVE	18 ROUND	136	15	CIPP	6 mm	1	As Needed	As Needed	Joint separation (RCP) under road and beside house. City will obtain necessary easements
48	Pipe_008167	604 OLIVIA DRIVE	48 ROUND	90	24	N/A					Pipe invert completely rusted out. Structural integrity may be compromised. ELIMINATED FROM PROJECT

* Thickness for CIPP based on 400,000 psi flexural modulus high strength material

* Initial Design Thickness for CCCP based on Centri-Pipe Material Design Guide

* Thickness for individual liners may deviate from minimum design thickness in this spreadsheet based on specific design requirements for sections.



Federal EC LLC Cured in Place Pipe Warranty

To whom it may concern:

Federal EC LLC installs MTC Liner which is designed to provide a 100 year service life.

Federal EC LLC warrants the Cured in Place Pipe provided by Federal EC LLC will be free from material defects in workmanship and materials for a period of one (1) year from the date the work is accepted. In the event that a material defect in workmanship or materials supplied is found during the 1-year period, then such defect shall be repaired, replaced or adjusted by Federal EC LLC at no additional cost to the owner.

Please do not hesitate to contact me if you should have any questions or comments in regards to this matter.

Respectfully Submitted,

Jonathan M. Raymer P.E. | General Manager | **FEDERAL EC LLC**
504 Allatoona Hills Drive | Woodstock, GA 30189
Ph: 770.616.7523 | <http://www.federalec.com>
jraymer@federalec.com

MANUFACTURED TECHNOLOGIES CORPORATION (MTC) ("SELLER") MANUFACTURERS WARRANTY

For a period of one (1) year from date of shipment of the goods, Seller warrants title and that goods sold hereunder shall conform to Sellers' standard specifications for goods of the kind being sold and shall be free of material defect subject in each case to Customer's proper use and maintenance of the goods while the goods are in Customer's possession or ownership.

AS INSTALLATION CONDITIONS AND EXPERIENCE AND TECHNIQUES DIFFER GREATLY, SELLER DISCLAIMS AND EXCLUDES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND RESULTS WHICH CAN BE ACHIEVED BY CUSTOMER IN ITS USE OF THE GOODS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER EXCLUDES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HEREUNDER AS TO PERFORMANCE, COMPLIANCE WITH ANY PROJECT SPECIFICATIONS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS.

Installers Qualifications:

Company Background Information:

Organization's Local Name, Address and Phone Number:

Federal EC LLC
504 Allatoona Hills Drive
Woodstock, GA 30189

Contact Person:

Jonathan Raymer
770-616-7523
Jraymer@federalec.com

Years in Business:

9 Years

Size of Organization:

8 Employees

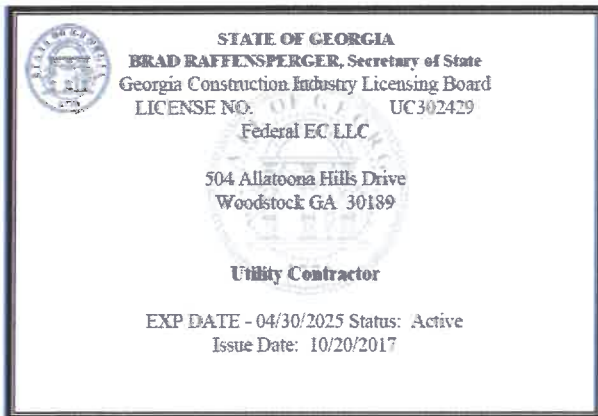
Qualifications and Relevant Experience

Business Licenses:

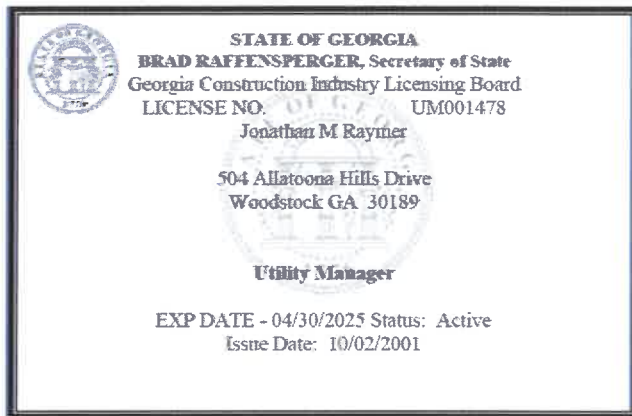
Federal EC and its principals hold all credentials and licenses to complete work on storm, sewer, and water systems.

Federal EC is a licensed Georgia Utility Contractor (UC302429), licensed General Contractor (GCLT-CO000546), and GDOT pre-certified along with the company and principals holding other relevant licenses in Georgia.

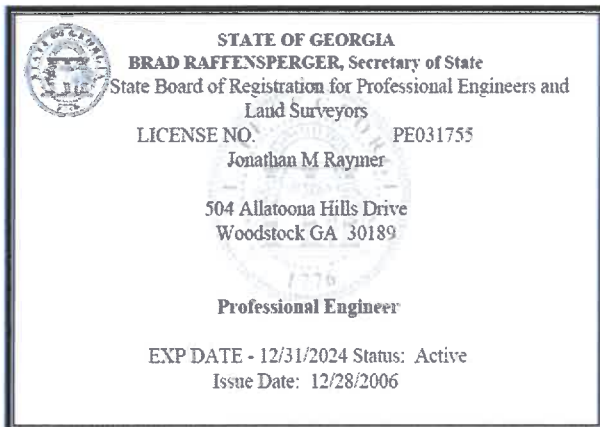
Utility Contractor



Utility Manager



Professional Engineer



General Contractor



Our firm and/or employees also possess the following relevant certificates or licenses.

Confined Space Entry, OSHA 10 Hour, HAZWOPER, First Aid/ CPR, Competent Person Excavation, Pipeline Assessment Certification Program (PACP), Licensed Realtor

Our sole subcontractor for the project Utility Asset Management holds their Utility Contractor License in the State of Georgia and meets all requirements of the prime contractor on this project.

Federal EC LLC Designated Point of Contact:

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