



**DATE: May 18, 2022**

**TO: All Offerors'**

**FROM: City of Brookhaven Purchasing Department**

**RE: ITB No. 22-109, Murphey Candler Park – Multiuse Trail on Dam**

**Please see Addendum No. 2 for the above-referenced solicitation.**

1. The following change has been made to the above-referenced solicitation.

**Delete: Page 1**

**Add: Revised Page 1 (Extended bid due date)**

**Pre-Bid Meeting Notes**

**Bidder Questions with Answers**

**Revised Bid Form**

**Permit Extension Letter**

**Updated Specification Section 02100 Site Preparation**

**Alternate Silt Fence Installation**

2. All other terms and conditions remain the same.

**ADDENDUM NO. 2**  
**Invitation to Bid, No. 22-109**  
**Murphey Candler Park – Multiuse Trail on Dam**  
**REVISED 5/18/2022**

**Invitation to Bid, No. 22-109**  
**MURPHEY CANDLER PARK – MULTIUSE TRAIL ON DAM**

April 25, 2022

**Optional Pre-Bid Conference**

**Wednesday, May 4, Monday, May 2, 2022, at 1:00 p.m. EST.**

**Onsite in Murphey Candler Park, 1551 W Nancy Creek Dr. NE**  
**At the fishing dock pavilion in the parking lot at the east end of the dam**

**BID DUE DATE and OPENING DATE:**

**Tuesday, May 31, Tuesday, May 24, 2022, at 2:30 p.m. EST.**

**Via Zoom- Meeting ID# 829 8988 5622**

**<https://us06web.zoom.us/j/82989885622>**

**Bids shall only be accepted online through the Bonfire Portal at:**

**<https://brookhavenga.bonfirehub.com/projects/view/65892>**

**Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.**

**Instructions to Bidders:**

1. All communications regarding this solicitation must be with the Purchasing Manager, Shakera Hall, [shakera.hall@brookhavenga.gov](mailto:shakera.hall@brookhavenga.gov).
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://brookhavenga.bonfirehub.com/projects/view/65892>. Questions are due no later than **Tuesday, May 10, 2022, at 4:00 p.m. EST.** Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on the Bonfire website and it is the Offeror's responsibility to <https://brookhavenga.bonfirehub.com/projects/view/65892> check the Bonfire portal for any addendum or other communications related to this solicitation.
4. The City of Brookhaven reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Brookhaven.
5. The City of Brookhaven is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

**City of Brookhaven**  
**ITB 22-109**  
**Murphey Candler Park Multiuse Trail on Dam**

**Addendum 2**  
**May 11, 2022**

The following questions/items were discussed at the project pre-bid:

1. Plan for lane closures to be allowed from 8:00 a.m. to 4:30 p.m. Monday through Friday. Requests for longer hours will be considered.
2. All wood deck and guardrail materials must be Ground Contact, Pressure treated, #1 dense Southern Yellow Pine (SYP). Hardware and lumber is specified in Section 06100 Rough Carpentry.
3. The City will post sidewalk closed signs with detour arrows.
4. Available boring logs are included in the Spec Appendix.
5. Known existing utilities are shown on the plans. See included, updated Specification 02100 Site Preparation.
6. Is the lake to be lowered to 5' below the existing level/spillway elevation or 5' below the lowest bottom of footing elevation? The lake is to be lowered to 5' below the bottom of the lowest footing.
7. Once the lake is initially lowered, if a rain event brings the water level up, does the contractor have to wait for the level to be lowered again before resuming work? The decision will be made by the engineer of record depending on the new level. Contract time will be extended accordingly.
8. A reference to January 2022 in the Spec Bid Form Time of Completion has been removed. See attached Revised Bid Form.

The following items should also be noted:

1. A Proposed Construction Staging Area is noted on Demo Plan, drawing C3.4. If the fishing dock parking lot is used, it must be fenced off and secured for public safety. Contractor is responsible for protection and replacement of damaged landscaping, curbs, pavement and other existing conditions within the parking lot secure area. The security fence must allow the existing crosswalks to remain accessible and public access along the east shoulder of the lot for access to the lake perimeter trail.
2. The contractor must barricade both ends of the pedestrian bridge at the west end of the trail.
3. From FEMA Flood insurance data (FIS), the inflow at MC Lake, for storm events, can be calculated as:  
Drainage area 2.19 sq mi  
10% annual chance: 2,440 cfs  
2% annual chance: 3,518 cfs  
1% annual chance: 3,983 cfs

4. Means and Methods for installing the silt fence are on the contractor. An alternate method that was accepted by the City for consideration is included. Contractor must get City LIA approval of the methods and final installation and removal of the silt fence. The contractor should bid erosion control per the plans.
5. The Bid Alternate is not part of the Lump Sum Bid and must be offered as an addition to the contract. The alternate may be considered in the final selection if the alternate is accepted.
6. Contractor must submit a Traffic Control plan that keeps at least one lane open at all times. No lane closings will be allowed on Saturdays and no work is allowed on Sundays.
7. Rain will have an impact on the lake levels and possibly the schedule. Therefore, the contractor must keep an accurate record of how much rain falls and how much the lake rises on the daily record. A rain gauge should be on site to record rainfall on the project. Records will be necessary to determine any extensions due to the uncontrolled effects of the lake level on the project.
8. Full Pool, spillway, and footing elevations are shown on the details. Contractor needs to verify these grades in the field before excavation so adjustments can be made if necessary.
9. Two sections of the Specifications, 02885 & 02889 have been provided as references to the contractor for developing a method to lower and raise the lake. The final process is incumbent upon the contractor to develop.
10. The lake is naturally fed by rain. If level falls below the specified level, it is not necessary to pump in water, but allow the natural conditions to raise the level back to the required elevations.
11. Allowance quantities are to be priced at the unit price level and will be part of the lump sum bid.
12. Soil borings show that there may be rip rap in the dam structure. Any unforeseen issues are covered in the grading clauses. Notification of an unknown condition should be brought to the Owner's Representative immediately.
13. DNR will not send an inspector, but the EOR, Jonathan Sharpe with Atlas, will be inspecting construction of the project.
14. Land Disturbance Permit (LDP) and Building Permit have been approved by the City They will be issued once a contract is awarded.
15. Coordination with the possible City Spillway contractor is a Lump Sum Allowance.
16. Public will be using the park during construction.
17. The bumper rail must be bolted to the back of the existing DOT guard rail.
18. Lower existing board on the guardrail is part of the flood control of the dam. It cannot be removed or damaged. It must be replaced if damaged during construction.
19. The existing sidewalk is assumed level except where it slopes up slightly to the bridge. New sidewalk should be replaced at the same elevation as the existing sidewalk with a side slope toward the lake.
20. Contractor is to bid their own quantities and use the reference.
21. The contractor should pay close attention to lake level control, silt fence installation, and traffic control during the bid process.
22. The Permit Extension Letter from the City is included.

Questions for 22-109, MURPHEY CANDLER PARK – MULTIUSE TRAIL ON DAM

1. Does the concrete turndown edge have 2 rebars # 3 or just 1?  
One rebar, per detail 1B/C8.4C
  
2. Please provide hydrological data for Nancy Creek including the average water flow.  
From FEMA Flood insurance data (FIS), the inflow at MC Lake, for storm events, can be calculated as:  
Drainage area 2.19 sq mi  
10% annual chance: 2,440 cfs  
2% annual chance: 3,518 cfs  
1% annual chance: 3,983 cfs
  
3. When do you anticipate to issue the Notice to Proceed?  
The NTP can be anticipated to be issued in late June 2022.
  
4. The quantity of linear feet of the wall (along the sidewalk and on the lookout) is different than the number of linear feet of the wall foundation? Please clarify.  
The quantities are consistent. However, the 2' cantilever along the lookout was miscalculated. Here are the correct numbers to use:  
Concrete wall along the lookout – 245 LF  
Turn down edge along the sidewalk – 677 LF
  
5. In the Schedule of quantities, item 9 "Concrete Wall along sidewalk (2' ft)" has "FF" as a unit of measure, what does mean FF? Can you clarify the intention of this item?  
FF means Face Feet  
It means pricing by the square foot of wall face. A 2' high wall has 2 FF per LF.
  
6. Does the Rip Rap to be replaced along the toe of the wall expected to be new material or can we use the existing rip rap?  
Existing rip-rap may be used
  
7. Is it possible to use aqua dams instead of lowering the lake level 5 feet, in order to dry and clear the work area? If so, we also propose the use of a floating barrier to protect the lake from pollution caused by construction activities. Will this method be acceptable by the City of Brookhaven?  
  
Alternate methods for lowering the lake and erosion control can be discussed with the City, Engineer of Record, and low bidder after the contract is awarded. Submit bid based on permitted drawings and specs.

8. If there is a large-scale precipitation event, will this be considered an act of God? Will the contractor receive a reimbursement for the damage caused by nature to the ongoing construction?

General Conditions require the contractor to have insurance to cover such events.

9. On the Excel bid form, it appears that we are supposed to enter our General Conditions, fee and overhead on line 77H for the base bid as a lump sum. In the Notes column (I) for that line item, it says "establish percent" Are we supposed to fill in a value there?

Yes

10. And then under Alternate #1, the spreadsheet has a formula where it's calculated at 10% of the subtotal for the alternate. Can we change the percentage?

Yes, check all formulas in the excel spreadsheet

11. Is there any rip rap to be provided over and above that which is to be relocated (existing rip rap)?

A need for additional rip-rap is not anticipated.

12. What is the required gauge of the 2" x 2" wire fabric for the railing?

Gauge 9

13. What grade of wood is to be provided for the Type 2A and Type 2B railings and on the decking for Alternate #1?

Number 1, dense SYP Southern Yellow Pine, Ground contact treatment.

14. There is a conflict on the drawings concerning required concrete strength. A general note says all concrete shall be 4,000 PSI, however the sidewalk detail indicates the sidewalk concrete to be 3,500 PSI. Please clarify the sidewalk concrete requirement.

Sidewalk concrete is 3500 psi. All other concrete is 4000 psi.

Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**BASE BID LUMP SUM WITH UNIT PRICES**

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Clark, Patterson, Lee and their consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment services, and all calculated allowances below, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated **Lump Sum** of:

\_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ )  
*(Total transferred from the Construction Items Bid Schedule*

**BID GUARANTEE**

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 ten days after a written Notice of Award, if offered within 60 sixty days after receipt of bids, and on failure to do so agrees to forfeit to Owner the Bid Bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

\_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )

**SUBCONTRACTORS AND SUPPLIERS**

The Bidder shall execute subcontracts for the portions of the Work as indicated on the attached List of Sub-contractors.



**TIME OF COMPLETION**

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed issued by Owner and shall fully complete the Work within 180 calendar days.

The City of Brookhaven will charge the Contractor Five Hundred Dollars and no cents (\$500.00) per day for liquidated damages for every day beyond the contracted Time of Completion ~~January 2022~~ that the Work is not complete.

**Note:** Completed Construction Items Bid Schedule must be completed in full and attached to this Bid Form or be declared non-Conforming:  
See Instructions to Bidders (ITB)

Bidder further declares that the full name and resident address of Bidder's Principal is:

\_\_\_\_\_  
Authorized Representative  
(Print or Type)

\_\_\_\_\_  
Authorized Representative  
(Signature)

Signed, sealed, and dated this \_\_\_\_\_ day \_\_\_\_\_, 2022

Notarized \_\_\_\_\_ (Seal)

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

Company Name and Address:

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

Principal: \_\_\_\_\_

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

**LIST OF SUBCONTRACTORS**

I do \_\_\_/do not \_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

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

AUTHORIZED REPRESENTATIVE SIGNATURE \_\_\_\_\_

## SECTION 01010

### SUPPLEMENTAL CONDITIONS

- 1.1 General: These Conditions are a Supplemental Conditions to the General Conditions of the Contract for Construction
- 1.2 Drawings and Specifications: See Cover Sheet of Drawings for list of Contract Drawings.  
  
See Table of Contents of Project Specifications for list of Technical Specification Sections. Pay particular attention to Division 1 of the Specifications as they apply to the General Conditions.
- 1.3 Temporary Equipment: See Section 01600 Materials and Equipment for more detail.
- 1.4 Lifting Devices and Hoisting Facilities: The Contractor shall provide, operate and maintain construction cranes for hoisting materials, as well as other type hoists, as may be required for execution of the work of all trades as identified in the contract documents and specifications. Such apparatus, equipment and construction shall meet the requirements of labor laws and other applicable state and federal laws.
- 1.5 Temporary Support Facilities: See Section 01500 Construction Facilities.
- 1.6 Layout of Site Work: See Section 01050 Field Engineering for general descriptions.

#### Specific Requirements:

Before commencing any work, the Contractor shall verify all grades, lines, levels and dimensions as indicated on the Drawings. He shall report any errors or inconsistencies to the Landscape Architect before commencing work.

The Contractor shall stake the entire project, both as to location of all construction items as well as finish grades. This stakeout may be accurate or rough, depending on the Contractor's preference. This stakeout shall be made early in the construction process and preserved for reference during construction.

The purpose of the staking, with inspection and adjustment by the Landscape Architect, is to adapt the design to the site rather than allow the design to be forced upon the site. Staking is subject to various degrees of adaptation which can only be determined by the Landscape Architect. This variation is an aesthetic decision, the amount of adjustment most often determined by the existing trees, terrain, soil conditions, utilities, sub-surface water and by other intangibles which are impractical to survey in absolute accuracy.

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The Contractor shall notify the Landscape Architect at least five working days before inspection of the stakeout must be made. During the inspection the Landscape Architect will adjust the stakeout as necessary to fit the trees, topography, and all other objects and conditions on the site. At this time the Landscape Architect will clearly mark all trees and

other vegetation to be removed. This staking-inspection process must take place prior to any tree removal, grading, construction, or any other work on the site.

During the inspection, the Contractor shall be at the site along with the person who will superintend the work under this contract.

The staking inspection process shall be repeated for any work not staked and approved or adjusted during the first site visit. No work shall ever be done without the stakeout first being adjusted and approved by the Landscape Architect. All alignment, dimensions and elevation of any grading, excavation, construction, and planting is subject to adjustment to accommodate existing conditions and to save trees and other vegetation.

Any work progress delays caused by inadequate, incomplete or improper staking shall not merit an extension of the contract or delay charges by the contractor.

The Landscape Architect shall have 2 days to respond to any request to come to the site and adjust a stakeout.

The Landscape Architect shall have a minimum of three (3) days to resolve any problems created by unknown conditions discovered during the stakeout or construction.

Contractor shall be responsible to adequately schedule his work to allow constant work to continue. When unknown conditions inhibit the flow of work the contractor shall continue unhindered portions elsewhere on the project and notify the Landscape Architect immediately.

- 1.7 Unknown Conditions: Subsurface Conditions: Should the Contractor encounter, during the progress of the work, subsurface latent physical conditions at the site, materially differing from those shown on the drawings or specified for unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the drawings and Specifications, the attention of the Landscape Architect shall be called immediately to such conditions before they are disturbed. The Landscape Architect shall thereupon promptly investigate the condition, and if he finds that they do so materially differ, the contract price shall, with the written approval of the Owner, be increased or decreased in accordance with such conditions.
- 1.8 Geo-Technical Assistance. The Contractor shall coordinate the involvement and schedule of the Geotechnical Consultant for the project.

Some geotechnical borings were made on the dam and are available to the contractor.

The Owner will retain at his own expense the services of a qualified geo-technical engineer to advise on all construction techniques involved in the work, including the design, checking and approval of temporary bracing, shoring, underpinning and other items pertinent to the work, and on construction methods for solution of problems which may be encountered. The geo-technical engineer shall be primarily concerned with construction methods necessary to prevent settlement or failure of walkways, foundations and footings, and/or damage to such

surrounding structures as sidewalks, roads, utilities, and embankments on the Owner's property.

- 1.9 Existing Utilities Shown. Existing utility lines shown on the drawings, such as, cables, ducts, conduits, and piping shall, if damaged (unless they are to be abandoned) be immediately repaired, protected, and maintained in use until relocation of same has been completed or shall be cut and capped where directed or shall be prepared for service connections when so required.
- 1.10 Utilities Not Shown. Contractor shall be responsible for securing the services of a utility locator to determine any unknown utilities that may be on the site. Any utilities encountered that are not shown on the drawings and are to remain as active utilities, if inadvertently damaged by the Contractor, shall be repaired by him. An adjustment in the contract price will be made at rates determined by the Contractor and approved by the Landscape Architect. If an extra expense is incurred in protecting and maintaining any utility line not shown on the drawings, an adjustment in the price will be made. Contractor shall not be compensated if the utility was improperly located or omitted by locator if it is deemed that the utility could have been detected.
- 1.11 Inclusion of Accessories: Unless specifically mentioned otherwise, all anchors, bolts, screws, fittings, fillers, hardware accessories, trim and other parts required for, or in connection with, an item of material to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the item whether or not shown on the drawings or specified.
- 1.12 Protection: All materials shall be shipped, stored and handled in a manner that will afford protection and insure their being in first class condition at the time they are incorporated in the work.

After installation all materials shall be properly protected against damage to insure their being in first class condition when the project as a whole is completed and accepted by the Owner.

- 1.13 Installation: All items shall be installed in a workmanlike manner in accordance with the best recognized practice of the trade. Manufactured items shall be installed in strict accordance with the manufacturer's printed directions, specifications and/or recommendations. All working parts shall be properly adjusted after installation and left in perfect working order. Unless otherwise indicated, items exposed to weather or subject to flooding shall be installed so as to shed water. Items shall in all cases be installed plumb and true and/or in proper relation to surrounding materials.

Samples: Contractor shall be responsible for preparing samples as required in the technical specifications and to obtain approvals prior to construction of the item.

- 1.14 Reference to Standard Specifications: When standard specifications such as The American Society for Testing and Materials, Federal Specifications, Department of Commerce (Commercial Standards), American Institute of Steel Construction, or other well known public or trade associates are cited as a standard to govern materials, and/or workmanship,

such specifications or portions thereof as referred to shall be equally as binding and have the full force and effect as though it were copied into these specifications. Such standard as are mentioned are generally recognized by and available to the trades concerned.

- 1.15 Reference to Manufacture's Publications: Unless otherwise specifically stated, all manufacturer's catalogs, specifications, instructions or other information or literature that are referred to in the specifications shall be considered as the latest edition and/or revision of such publication that is in effect on the date of the Invitation or Advertisement for Bids.
- 1.16 Document Signatures: See General Conditions.
- 1.17. Materials Furnished by Others: Whenever the Contractor or any Subcontractor shall receive items from another contractor or from the Owner for storage, erection or installation, the Contractor or Subcontractor receiving such items shall give receipts for items delivered, and any necessary replacing of item or items received. No adjustment will be made to contract price for increased insurance premiums, except for materials and/or equipment furnished by the Owner and not listed as such in other Contract Documents.
- 1.18. Substitute Materials and Equipment: See Section 01631 Substitutions for more detail.

Approval, by the Landscape Architect, of substitute materials and equipment shall not relieve the Contractor from his responsibility to supply and install any additional materials, equipment, or labor required to make the substitution properly function within the intent of the Contract Documents, as issued for Bid, whether or not recognized by the Landscape Architect or Contractor. The Contractor shall supply and install such required additional cost to the Owner.

- 1.19. Protection of Existing Structures: The Contractor shall be liable for all damage to existing structures that occurs as a result of his negligence to provide proper and adequate protective measures, including but not limited to buildings, walls, fences, paving, conduits, furniture, pipe, wiring, drains, underground utilities and equipment.

The Contractor shall be liable for all damage to trees, shrubs, turf and other vegetation. See Tree Penalty Clause in Section 02112, page 2.

- 1.20. Security Considerations: Construction shall not interfere with reasonable access to the adjacent park facilities.

Contractor shall not interfere with reasonable use of the park and site facilities.

- 1.21. Working Hours: See General Conditions.
- 1.22. Order of Construction: Contractor shall submit a progress schedule at the pre-construction conference outlining the order of his construction process - Priorities within this schedule shall be coordinated with the Owner. See Section 01040 Coordination for more detail.

Sequence of Work. Work is to be processed in an orderly manner. The organization of the Specifications or contract drawings does not necessarily indicate the order of sequence in

which work is to be performed. If prior construction or other contractors on the project site shall interfere with this work, the Landscape Architect shall declare the time and date when this project contract can be started on the site.

Contractor shall not be granted extensions or delay charges when it is deemed clearly that Contractor could have continued work on other components of the project or locations on the site without suffering a delay in the process.

- 1.23. Record of Construction Changes and As-Built Documents: On completion of the work, the Contractor shall mark the appropriate contract drawings in indelible ink showing the final locations of all underground installations including, but not limited to, power lines, irrigation lines, sewage lines, drainage lines, septic tanks, fuel tanks, etc. They also shall record the proper location of all installations above ground where they have been changed on the site from designated locations on the plans.

Contractor shall provide a flash drive containing the as-built plans to the Owner upon completion of the project.

- 1.24. Guarantee: See Section 017040 Warranties for more detail descriptions. All landscape materials shall be guaranteed by the Contractor in accordance with Section 02900.
- 1.25. Application for Payment: See Section 01027 Application of Payment for detail instructions.
- 1.26. Certificates for Payment: Upon receipt of Application for Payment, Owner's Representative with the Landscape Architect shall make an inspection and issue to the Contractor a Certificate for Payment or state in writing to the Contractor a Certificate for Payment or state in writing to the Contractor the corrections which must be made according to the plans and Specifications before he shall be paid. These corrections shall be made at once, and the Owner's representative shall issue a Certificate for Payment on their acceptance. The Owner shall pay the full amount of the Certificate within fifteen (15) days after receiving the Certificate for Payment from the Owner's Representative.
- 1.27. Quantities and Measurements:  
The following principles shall govern the settlement of disputes which may arise over discrepancies in the contract documents: (a) as between figures given on drawings and the scaled measurements, the scaled measurements shall govern; (b) as between large-scale drawings and small-scale drawings, the larger scale shall govern; (c) as between drawings Form of Agreement and the Specifications, requirements of the Form of Agreement shall govern.
- 1.28. Maintenance: The Contractor shall be responsible for all maintenance, as required, until completion and acceptance of the work. Various items of maintenance are indicated in applicable sections of the Technical Specifications, to which the Contractor is referred. The Owner shall become responsible for maintenance upon completion and final acceptance of the work.

## END OF SUPPLEMENTAL CONDITIONS

## SECTION 01026

### SCHEDULE OF VALUES

#### PART 1 GENERAL

##### 1.0 SCOPE

The work under this Section includes preparation and submittal of a Schedule of Values.

The Construction Items Bid Schedule may substitute for the Schedule of Values when the project is bid by using the Construction Items Bid Schedule to determine the Base Bid Amount. In that case, the Construction Items Bid Schedule can be substituted for the Schedule of Values in this Section of the Specifications.

See Section 00-350 Construction Items Bid Schedule  
See Section 01027 Application for Payment for more detail.

##### 2.0 GENERAL

- A. Timing of Submittal: Submit to the Landscape Architect, a Schedule of Values allocated to the various portions of the work, within 10 days after Notice to Proceed.  
The first progress payment will not be made until the next pay cycle following the Landscape Architect's approval of the Contractor's Schedule of Values.
- B. Supporting Data: Upon request of the Engineer, support the values with data which will substantiate their correctness.
- C. Use of Schedule: The schedule of values, unless objected to by the Landscape Architect, shall be used only as a basis of the Contractor's Application for Payment.
- D. Construction Items Bid Schedule may serve as the Schedule of Values.
- E. Construction Items Bid Schedule form is available through the Consultant in Excel electronic format upon request.

#### 3 - FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Form and Identification
  - 1. Prepare schedule of values on 8-1/2 x 11-inch paper in landscape format.
  - 2. Contractor's standard forms and automated printout may be used.
  - 3. Identify schedule as: *Murphey Candler Park*
    - a. Title of project and location: *Murphey Candler Park*
    - b. Landscape Architect
    - c. Name and address of Contractor



- d. Contract designation
  - c. Date of submission
- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction. Breakdown shall be by number and construction items, for ease of field verification of quantities completed in each line item.
- See Section 01027 Applications for Payment for more detail.
- C. Format
1. Follow the Construction Items Bid Schedule of the Contract Documents as the format for listing the component items quantities and costs.
  2. Identify each item with the number and name of the respective item of the Schedule.
- D. For each major line item, list sub-values of major products or operations under the items as shown on the Construction Items Bid Schedule and Bid Form.
- E. For the Various Portions of the Work:
1. Each construction item shall exclude any proportional amount of the Contractor's overhead and profit.
  2. For items on which progress payments will be requested for stored materials, break down the value into:
    - a. The cost of the materials delivered and stored, with taxes paid.
    - b. The total installed value, less Contractor's overhead and profit and less item a. above.
    - c. Copies of the delivery manifest and supplier invoice.
- A. Mobilization is identified as a separate line item so the contractor can bill ahead to secure operational capital to begin the project.
- B. General Conditions and Overhead shall be shown as a separate line item at the bottom and not calculated into the unit items costs.
- C. Additional Items: At the end of the Construction Items Bid Schedule the contractor may add additional line items that he feels were not listed or should be further broken down.
- D. When the Construction Items Bid Schedule is used to bid the project, the sum of all the values listed on the Construction Items Bid Schedule plus all addenda shall equal the Bid Total or Contract Amount as shown on the Bid Form.

**END OF SECTION 01026**

## SECTION 01027

### APPLICATIONS FOR PAYMENT

#### 1.1 GENERAL

- A. Coordinate the Construction Items Bid Schedule and Applications for Payment with the Contractor's Schedule of Payment, Submittal Schedule, and List of Subcontracts.
- B. Coordinate preparation of the Construction Items Bid Schedule with preparation of the Contractor's Project Construction Schedule of Work.
  - 1. Correlate line items in the Construction Items Bid Schedule with other required administrative schedules and forms, including:
    - a. Contractor's Project Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors and consultants.
    - d. List of products.
    - e. List of principal suppliers and fabricators.
    - f. Schedule of submittals.
    - g. Schedule of materials stored
  - 2. Submit the Project Construction Timeline Schedule at the earliest possible date but no later than 7 days before the date scheduled for submittal of the first Application for Payment.
- C. Format and Content: Use the Construction Items Bid Schedule as the format for establishing the Schedule of Payment. Provide at least one-line item for each Unit Item on the Construction Items Bid Schedule as a payment item.
  - 1. Include the following Project Identification *Murphey Candler Park - City of Brookhaven* –
    - a. Project name and location – *Murphey Candler Park*
    - b. Name of Consultant – *CPL Inc.*
    - c. Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange the Schedule of Payment items in tabular form with separate columns to indicate the following for each item listed:
    - a. Item number.
    - b. Name of the item.
    - c. Total quantity of the item.
    - d. Unit price.
    - e. Total price.

- f. Current work completed by dollar value.
  - g. Previous dollar amount completed.
  - h. Percentage of Item Sum completed to nearest one-hundredth percent.
3. Provide separate backup for each part of the Work where the Application for Payment includes materials or equipment, purchased or fabricated and materials stored, but not yet installed.
  4. Change Orders or Construction Change Directives that change the Contract Sum must be pre-approved before commencing the work or applying for payment. Pre-approved change orders may be attached to the application for payment as a new items line at the bottom of the Payment Schedule after completion and acceptance of the change order work.
  5. Maintain a chronological and on-going Ledger List of minor field deletions or additions to the contract to be attached to each payment request.
  6. Consultant can provide a sample Pay Request if requested by contractor.
- D. Applications for Payment shall be consistent with previous applications and payments as certified by the Owner's Representative and paid to date by the Owner.
- E. Payment-Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- F. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment, or the form supplied by the Owner.
- G. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The Landscape Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Payment and the Contractor's Construction Items Bid Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives approved prior to the last day of the construction period covered by the application.
- H. Transmittal: Submit 3 executed original copies of each Application for Payment to the Owner's Representative within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- I. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the contract and related to the work covered by the payment.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Submit each Application for Payment with Contractor's waiver of lien for the period of construction covered by the application.
    - a. Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the application who may file a lien.
  4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

Provisions of the contract regarding payment shall supersede any applicable provisions of the Georgia Prompt Payment Act.

1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Payments.
  4. Contractor's Construction Schedule (*preliminary if not final*).
  5. Submittal Schedule (*preliminary if not final*).
  6. List of Contractor's staff assignments.
  7. Copies of necessary building permits.
  8. Copies of required licenses from governing authorities.
  9. Certificates of insurance and insurance policies.
  10. Performance and payment bonds.
  11. Traffic control plan if required
- K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

1. Administrative actions and submittals that shall precede or coincide with this application include the following:

Provisions of the contract regarding payment shall supersede any applicable provisions of the Georgia Prompt Payment Act:

- a. Occupancy permits.
- b. Warranties and maintenance agreements.
- c. Test/adjust/balance records.
- d. Maintenance instructions.
- e. Meter readings.
- f. Changeover information related to Owner's occupancy.
- g. Final cleaning.
- h. Application for reduction of retainage and consent of surety.

1. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
  - L. Retainage: Client shall retain 10% of all approved pay requests until substantial completion of the project. Retainage may drop to 5% until final inspection and acceptance with approval of the Owner.
    1. Completion of Project closeout requirements.
    2. Completion of items specified for completion after Substantial Completion.
    3. Transmittal of Project construction records to the Owner.
    4. Certified As-Built survey.
    5. Proof that taxes, fees, and similar obligations were paid.
    6. Removal of temporary facilities and services.
    7. Change of door locks to Owner's access.
    8. Fulfillment of all erosion control measures.
  - M. Quantity Allowance Payment Applications:

The contract includes certain allowance quantities for bid items that may need additional material quantities during the course of the project. The contractor is required to track these specific bid items during construction to verify when 100% of the bid quantities are exhausted. The documents are not limited to but may include Purchase Orders, delivery manifests, load tickets or any other document that confirms the use of the full 100%.

Once the bid quantity is exhausted, the contractor must request in writing access to use the allowance quantities. These quantities must also be documented as they are used. Pay Requests may only ask for the quantities used. Any remaining quantities are credited back to the Owner and the end of the project.

If the contractor exhausts the bid quantity and the allowance quantities, then he must prepare a Change Order Request to secure additional quantities.
  - N. Final Ledger: Contractor shall request payment for 100% of all construction items as shown on the Construction Schedule and Payment Request. Contractor must make a final tabulation of all Allowance Quantities and Change Orders as part of the final request. The final tabulation and ledger will be either a subtraction from the total contract or an addition. In the case of subtractions, the contractor shall enter the total deleted at the bottom of the request. In the case of an addition, the Landscape Architect shall prepare a final change order for approval by the Contractor and Owner.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION (Not Applicable)

**END OF SECTION 01027**

## SECTION 01035

### MODIFICATION PROCEDURES

#### 1.1 GENERAL

- A. Minor Changes in the Work: The Landscape Architect will issue instructions authorizing changes in the Work that do not alter the contract amount on AIA Form G710.
- B. Owner-Initiated Change Order Proposal Requests: The Landscape Architect will issue a description of proposed changes in the Work that require adjustment to the Contract Sum or Time. The description may include supplemental or revised Drawings and Specifications.
1. Proposal requests are for information only (RFI). Do not consider them an instruction to stop work or to execute the proposed change.
  2. Within 20 days of receipt of a Change Request, submit an estimate of costs necessary to execute the change for the Owner's review.
    - a. Include an itemized list of products required and unit costs, with the total amount of purchases.
    - b. Use unit costs from the Schedule of Values. If unit costs have to change, submit detail documentation to explain the need to change a unit price.
    - c. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - d. Indicate the effect the change will have on the Contract Time.
- C. Contractor-Initiated Proposals: When unforeseen conditions require modifications, the Contractor may submit a request for a change to the Landscape Architect.
1. Describe the proposed change. Indicate reasons for the change and the effect of the change on the Contract Sum and Time.
  2. Include an itemized list of products required and unit costs, with the total amount of purchases.
  3. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Additional work already included on the Schedule of Values shall be submitted at the same price as originally quoted unless otherwise agreed prior to submittal.
- D. Proposal Request Form: Use AIA Document G709.
- E. Allowance Adjustment: Base Change Order Proposals on the difference between the purchase amount and the allowance, multiplied by the measurement of work-in-place. Allow for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs only where indicated as part of the allowance.
  2. Prepare explanations and documentation to substantiate margins claimed.

3. Submit substantiation of a change in work claimed in the Change Orders related to unit-cost allowances and quantities.
- F. Submit claims to increase costs due to a need to change an allowance, whether for purchase order amount or handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of authorization to proceed. The Owner will reject claims submitted later than 21 days.
1. Do not include indirect expense in cost amount unless the Work has changed from that described in Contract Documents.
  2. No change to indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
- G. Construction Change Directive: When Owner and Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714 instructing the Contractor to proceed with a change.
1. The Construction Change Directive contains a description of the change and designates the method to be followed to determine change in the Contract Sum or Time.
- H. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completing the change, submit an itemized account and supporting data to substantiate Contract adjustments.
- I. Change Order Procedures: Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order on AIA Form G701.
- J. Contractor shall submit Requests for Information (RFI) whenever items or parts of the central documents are unclear or incorrect. Contractor shall maintain a list of Requests by number and date with responses from the Architect.
- K. Unit Item Cost: When changes effect unit items for which costs have already been established, change request must utilize the agreed unit prices for additions or deletions.
- L. Unit Item Cost Changes: Unit item costs previously accepted by the Owner may be subject to change if the contractor submits sufficient documentation to verify the need for such a change.

## **1.2 PRODUCTS (Not Applicable)**

## **1.3 EXECUTION (Not Applicable)**

**END OF SECTION 01035**

**SECTION 01040**

**COORDINATION**

**1.1 GENERAL**

- A. This Section includes requirements for coordinating construction operations including, but not necessarily limited to, the following:
1. Coordination drawings.
  2. Administrative and supervisory personnel.
  3. Coordinate with Project Landscape Architect/Engineer.
  4. Coordination with the EOR for the project and the Safe Dams Inspector
  5. Coordinating with Parks Director or Owner's Representative
  7. Utilities connections and coordination with all utility providers.
  8. Coordinate with the city police force for access and traffic control
  9. Coordinate with athletic associations and groups using the roadway and walk.
  10. Coordinate with Municipal agencies to close roadway on dam.
  11. Coordination between various sub-contractors.
  12. Coordination between other on-site contractors at the spillway.
  13. Coordination with Safe Dams, EOR and City to lower the lake as needed.
  14. Coordination with other contractors engaged by the Client or local utility.
  15. Coordination of sleeves, holes, and other items to assist subcontractors

**NOTE:**

The Spillway Repair and Maintenance Project team has not completed the final construction documents nor had the plans permitted by the City, GSWCC or Safe Dams. Therefore the City has decided to proceed on the Spillway Repair and Maintenance project on a separate independent schedule for the Multiuse Trail on the Dam project.

If the project does come to fruition during the multiuse trail project schedule, the trail contractor will be required to cooperate with the other contractors. At the time of the Spillway Project begins, the trail contractor may negotiate a change order if there proves to be significant work involved with the cooperation.

**1.2 COORDINATION**

- A. Coordinate construction to assure efficient and orderly installation of each portion of the Work. Coordinate operations that depend on each other for proper installation, connection, and operation.
1. Schedule operations in a sequence required to obtain the best results where installation of one part depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
  3. Make provisions to accommodate items scheduled for later installation.



4. Schedule operations with Parks Director to avoid interference with pre-scheduled events.
  5. Coordinate regularly with lake user groups on site to insure cooperation and notification.
  6. Coordinate with local permitting agencies to secure timely approvals.
  7. Coordinate with local law enforcement to execute a Traffic Control Plan.
  8. Do not impede lake users' access to the lake outside the construction limits.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
  2. Notify Owner when pre-scheduled operations may constitute a hardship for the contractor.
  3. Prepare weekly reports during construction to be given to industrial park tenant
- C. Administrative Procedures: Coordinate scheduling and timing of required procedures with other activities to avoid conflicts and assure orderly progress. Such activities include, but are not limited to, the following:
1. Preparation of schedules.
  2. Delivery and processing of submittals.
  3. Progress meetings.
  4. Project closeout activities.
  5. Public notifications of lake access and use.
- D. Conservation: Coordinate construction to assure that operations are carried out with consideration for conservation of energy, water, and materials as well as protection of the lake.
1. Salvage materials and equipment involved in performance of, but not incorporated in, the Work.
  2. Deliver salvaged items to location to be specified by the owner.
- E. Coordination Drawings: Prepare coordination drawings if needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space necessitates maximum utilization of space for efficient installation of different components.
1. Show the relationship of components shown on separate shop drawings.
  2. Indicate required installation sequences.
  3. Comply with requirements contained in Section "Submittals."
- F. Staff Names: On date of Pre-Construction meeting, submit a list of the Contractor's staff assignments, including the superintendent and other personnel assigned to the

Project. Identify individuals and their responsibilities. List their addresses and telephone numbers.

1. Provide copy of list to the owner and Landscape Architect/Engineer.
2. Post copies in the Project meeting room, the temporary field office, and each necessary telephone number.
3. Contractor shall always maintain a list of regulatory agencies and their contact information on site in the construction trailer.

G. Subcontractor Assistance:

It is the Contractor's duty to coordinate with his subcontractors in advance so that pipe holes, sleeves, inserts, etc., for subcontractors are installed as work progresses. This includes coordination with other independent Contractors working on related work.

1.3 **PRODUCTS** (Not Applicable)

1.4 **EXECUTION**

- A. Inspection of Conditions: Require Installers of major components to inspect substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected. Provide photographs and daily reports of the inspected conditions.
- B. Coordinate temporary enclosures with inspections and tests to minimize the need to uncover completed construction.
- C. Clean and protect construction in progress and adjoining materials, during handling and installation. Apply protective covering to assure protection from damage.
- D. Clean and maintain completed construction as necessary through the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- E. Limiting Exposures: Supervise construction to assure that no part is subject to harmful, dangerous, or damaging exposure. Such exposures include, but are not limited to, the following:
  1. Excessive static or dynamic loading.
  2. Excessive internal or external pressures.
  3. Excessively high or low temperatures.
  4. Water and wave exposure
  5. Solvents and chemicals.
  6. Abrasion.
  7. Soiling, staining, and corrosion.
  8. Combustion.

**END OF SECTION 01040**

**SECTION 01050**

**FIELD ENGINEERING**

**1.1 GENERAL**

- A. This Section specifies requirements for field-engineering services including, but not limited to, the following:
  - 1. Land survey work to locate easement, utilities, and subterranean objects.
  - 2. Civil engineering services to assure positive drainage.
  - 3. Location of underground utilities.
  - 4. Geotechnical monitoring.
  - 5. Field adjustments to layout.
  - 6. Erosion Control measurements.
  - 7. Design/Build Services.
  - 8. Coordination with the EOR and Safe Dams
  - 9. Lowering and maintaining the lake at 5' below surface level
  - 10. Traffic Control plan on Nancy Creek Drive
- B. Submit a certificate certifying location and elevation of improvements.
- C. Project Record Documents: Submit a record of Work performed and record copy of survey data collected in the field. TerraMark has already surveyed the entire site and the survey is available to the contractors in Cad format upon request.
- D. Surveyor Qualifications: Engage a land surveyor registered in the state where the Project is located.
- E. Geotechnical Data: When required, engage qualified Geotechnical Engineers familiar with the conditions of the site and approved by the Owner.
- F. Professional Design Services: Secure design consultants and engineers licensed in the state and approved by the Owner.
- G. Approvals: All changes to the plans that effect the dam or lake level shall first be approved by the project EOR and later by Safe Dams.
- H. Traffic Control: Any changes to the traffic control plan must be approved by the City of Brookhaven.

**1.2 PRODUCTS (Not Applicable)**

**1.3 EXECUTION**

- A. Identification: The surveyor will identify existing control points and property line corner stakes. Boundaries are indicated on the existing survey by TerraMark.

- B. Verify layout information, in relation to property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
  - 1. Do not change or relocate benchmarks or control points without written approval. Report destroyed reference points or requirements to relocate reference points because of changes in grades.
  - 2. Replace destroyed Project control points. Base replacements on the original survey control points and property corner pins.
- C. Field locate adjacent street right-of-way lines on the ground to use as reference during staking and construction.
- D. Existing Utilities: The existence of underground utilities and construction is not guaranteed. Verify location of underground utilities and other construction before beginning site work or excavation.
  - 1. Prior to construction, verify location and invert elevation at points of connection to storm sewers, and water-service piping, and underground utility boxes.
  - 2. Locate existing lateral sanitary sewer line as shown on the existing site survey.
- E. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each story of construction and to locate each element. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
  - 1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
  - 2. As construction proceeds, check every element for line, level, and plumb.
- F. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
  - 1. Record deviations from lines and levels. Advise the Architect when deviations exceed tolerances. On Project Record Drawings, record deviations that are accepted and not corrected.
  - 2. On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.
- G. Site Improvements: Locate and lay out site improvements, including pavements, stakes grading, fill and topsoil placement, conduit locations, utility slopes, and invert elevations.
- I. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing granite curbs, structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities and utility providers having jurisdiction.

- J. Geotechnical Monitoring: Contractor shall coordinate the services of the Owner's Geotechnical Engineer to take the soil borings necessary to verify the construction requirements for the following project elements are acceptable.
1. Sidewalk stabilization.
  2. Curb stabilization.
  3. Retaining wall foundations.
  4. Splash pad foundations and columns
  5. Road surfaces.
- K. Subsurface Conditions: Contractor is responsible to correct all subsurface conditions necessary to ensure the structural integrity of all elements of the project. Reference each section of the Technical Specifications for detailed execution requirements.

**END OF SECTION 01050**

## SECTION 01095

### REFERENCE STANDARDS AND DEFINITIONS

#### 1.01 GENERAL

- A. Definitions: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated" refers to graphic representations, notes, or schedules on the Construction Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. Where the word or words "as directed", "as required", "as approved", "as permitted" "as selected", "as requested", "as authorized", or words of like effect are used in the specifications or on the drawings, the Contractor shall understand that direction, requirement, approval or permission of the Landscape Architect is intended. Similar words "approved", "acceptable", "satisfactory", or words of like import mean approved by, acceptable to or satisfactory to the Landscape Architect.
- D. "Approved": When used in conjunction with the Project Landscape Architect's action on the Contractor's submittals, applications, and requests, is limited to the Project Landscape Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work.
- F. "Furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install" describes operations at the project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer" is the Contractor, or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, who performs a particular construction activity including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1. The term "experienced," when used with the term "installer," means being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
  2. Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter."
- J. "Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing work as part of the project. The extent of the project site is shown on the Construction Drawings and may or may not be identical with the description of the land on which the project is to be built.
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- L. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-division format and "Master Format" numbering system.
1. Abbreviated Language: Language used in the Specifications is abbreviated. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- M. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- N. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
- O. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required



construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

- P. Abbreviations and Names: Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research Inc.'s "Encyclopedia of Associations," which is available in most libraries.
- Q. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the work.
- R. Engineer, Architect, Landscape Architect, all indicate the design consultant responsible to the Owner for observing the construction of the project.

**1.02 PRODUCTS (Not Applicable)**

**1.03 EXECUTION (Not Applicable)**

**END OF SECTION 01095**

## SECTION 01200

### PROJECT MEETINGS

#### 1.1 GENERAL

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
1. Preconstruction conferences.
  2. Preinstallation conferences.
  3. Progress meetings.
  4. Weather Records and Calendar
  5. Special sub-contractor pre-installation meetings
  6. Final punch list inspection
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction. Review responsibilities and personnel assignments.
- C. Attendees: Authorized representatives of the Owner, Landscape Architect, and their consultants; the Contractor and its superintendent; major subcontractors; and other concerned parties shall attend.
1. Participants shall be familiar with the Project and authorized to conclude matters relating to the Work.
- D. Agenda: Discuss items that could affect progress, including the following:
1. Tentative construction schedule.
  2. Critical work sequencing.
  3. Submittal of Shop Drawings, Product Data, and Samples.
  4. Use of the premises.
  5. Special Feature schedules
  6. Weather conditions and schedule
  7. Sequencing and Traffic Control
  8. Maintenance of lake lowering / refilling process
- E. Preinstallation Conferences: Conduct a conference before each activity that requires coordination with other operations.
- F. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation shall attend. Advise the Landscape Architect of scheduled meeting dates.
1. Review the progress of other operations and preparations for the activity under consideration at each preinstallation conference, including requirements for the following:

- a. Compatibility problems and acceptability of substrates.
  - b. Time schedules and deliveries.
  - c. Manufacturer's recommendations.
  - d. Warranty requirements.
  - e. Inspecting and testing requirements.
2. Record significant discussions and agreements and disagreements, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Landscape Architect.
  3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate actions necessary to resolve problems and reconvene the conference.
- G. Progress Meetings: Conduct progress meetings at the Project Site at regular intervals as agreed in the contract. Notify the Owner and the Architect of scheduled dates. Coordinate meeting dates with preparation of the Payment Request.
- H. Attendees: The Owner, Architect, and other entities concerned with current progress or involved in planning, coordination, or future activities shall be represented. Participants shall be authorized to conclude matters relating to the Work.
- I. Agenda: Review and correct or approve minutes of the previous meeting. Review items of significance that could affect progress. Include topics for discussion appropriate to Project status.
1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule. Determine how to expedite construction behind schedule; secure commitments from parties involved to do so. Discuss revisions required to ensure subsequent activities will be completed within the Contract Time.
  2. The schedule shall indicate the dates for the starting and completion of various stages of construction and shall be revised monthly as required by the conditions of the work.
  3. Review the present and future needs of each entity present, including the following:
    - a. Time.
    - b. Sequences.
    - c. Status of submittals.
    - d. Deliveries and off-site fabrication problems.
    - e. Temporary facilities and services.
    - f. Quality and work standards.
    - g. Change Orders.
    - h. Daily reports and weather conditions
    - i. Shop drawings and submittals
    - j. Onsite inspections and adjustments

- k. Traffic control plan
  - l. Lake lowering / refilling
3. Reporting: Distribute meeting minutes to each party present and to parties who should have been present. Include a summary of progress since the previous meeting and report.
  4. Schedule Updating: Revise the Contractor's Construction Schedule after each meeting where revisions have been made. Issue the revised schedule concurrently with the report of each meeting.
  7. Record Drawings: Contractor shall maintain a current and complete set of all Contract Documents on-site at all times.
  8. Review 'Requests for Information' and resolve.
  9. Review 'Change Orders' and resolve.
  10. Review Pay Requests and schedule of payments.
  11. Resolve on-site issues and adjustments.
  12. Review weather reports and status of schedule and delays.
- J. Daily Construction Reports: Contractor shall prepare a daily report recording events on the site. Submit duplicate copies to the Landscape Architect at weekly intervals. Include the following information:
1. Daily record showing work engaged, completed, and started
  2. List of subcontractors at the site
  2. High and low temperatures, general weather conditions.
  3. Accidents and unusual events.
  4. Stoppages, delays, shortages, and losses.
  5. Meter readings and similar recordings.
  6. Emergency procedures.
  7. Orders and requests of governing authorities.
  8. Services connected, disconnected.
  9. Equipment or system tests and startups.
  10. Substantial Completions authorized
  11. Materials delivered or stored
  12. Inspection or testing completed
  13. Official visitors to the site
  14. Traffic Control efforts
  15. Lake Lowering / refilling status.
- K. Construction Records: Contractor shall maintain the following reports and records for review at each Program Meeting. See Section 1300 submittals for more detail of each report.
1. As Built Field Set:  
Set of plans kept inside for the purpose of updating and recording all changes and modifications. Update with red lines to record changes as they occur. Update with red lines to record changes as they occur. Said redlines must be issues in Meeting Minutes.

2. Request for Information (RFI) Book:  
Sequential record of all requests and their subsequent answers.
3. Shop drawings and approved site field changes
4. Documents and Samples of special product to the Site:
5. Change Orders:  
Sequential record of all accepted or pending change orders with backup data.

L. Documents and Samples at the Site:

In addition to instruments mentioned in this section, include copies of all Requests for Payment and correspondence between Landscape Architect and Contractor. Maintain all copies in orderly files in Contractor's job site office. Records shall be available for reference during all on-site project meetings.

**1.2 PRODUCTS (Not Applicable)**

**1.3 EXECUTION (Not Applicable)**

**END OF SECTION 01200**

**SECTION 01220**

**UNIT PRICES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. See Construction Items Bid Schedule in the Instructions to Bidders in Division 1.

**1.2 SUMMARY**

- A. This Section includes:
  - 1. Unit price work as shown at the bottom of the Construction Items Bid Schedule.
  - 2. List of unit prices required.
  - 3. Procedures for unit price work.

**1.3 DEFINITIONS**

- A. Unit price is an amount proposed by bidders, stated on the Bid Form and Construction Items Bid Schedule, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

**1.4 SUBMITTALS**

- A. Supporting Data: When applications for payment include unit price work submit substantiated measurement of quantity installed or executed.

**1.5 PROCEDURES**

- A. Unit Prices include all costs necessary to satisfactorily complete the work identified, including materials, delivery, labor, and installation. Insurance, overhead, profit and other General Conditions are shown separately as a percentage added.
- B. Measurement and Payment: Refer to the individual Specification Sections for work that requires establishment of a unit price. Methods of measurement and payment for unit price items are specified in this section.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and the right to have such work measured, at Contractor's expense, by an independent surveyor acceptable to Owner.

- D. List of Unit Prices: A list of unit prices is included on the Construction Items Bid Schedule. Specification Sections and details are referenced on the bid schedule that identifies requirements for materials described under each unit price item.
- E. Unit Price Quantities: In case of unit price quantity discrepancies between Bid Form, Construction Items Bid Form and this form, or any other section, the unit price quantities stated in this section shall prevail.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 LIST OF UNIT PRICES**

#### **A. Unit Price: Rip Rap Excavation.**

1. Description: Removal of additional rip rap on the dam for construction of the walls and sidewalk. Excavate and remove the rip rap from the site.
2. Purpose: To adjust the contract sum if additional rip rap must be removed and a quantity is determined.
3. Unit of Measurement: Square Feet removed.
4. Quantity to be included in Contract Sum: **1000 sf Allowance:**
5. Include only the following in the unit price: Excavation, loading, hauling and dumping fees to remove the rip rap from the site.
6. Overhead and profit to show as a separate percentage.
7. Include all other costs in contract sum.
8. Method of measurement: Measurement will be made as outlined in the specifications and verified by the owner.
9. Note: Unsatisfactory soils that are part of the dam structure on or in the dam shall not be replaced with GAB or Surge Stone but replaced with comparable soil and compacted in lifts to meet the standard of the existing dam structure as required by the EOR and SDP..

#### **B. Unit Price: Footing Excavation.**

1. Description: Removal of material for additional footing excavation to be filled with concrete footing per detail. Excavate and remove the material from the site.
2. Purpose: To adjust the contract sum when additional footing is needed, and an add quantity is determined.
3. Unit of Measurement: Linear Foot removed to fit footing detail size.
4. Quantity to be included in Contract Sum: **100 LF Allowance:**
5. Include only the following in the unit price: Excavation, loading, hauling and dumping fees to remove the materials from the site. Also include review and approval by the EOR and Safe Dams
6. Overhead and profit to show as a separate percentage.
7. Include all other costs in contract sum.
8. Method of measurement: Measurement will be made as outlined in the specifications and verified by the owner.

C. **Unit Price:** Unsatisfactory soil Removal

1. Description: Removal of unsatisfactory soils encountered and requiring excavation as defined in the specifications.
2. Purpose: To adjust the contract sum when actual quantity is determined.
3. Unit of Measurement: Cubic Yard
4. Quantity to be included in Contract Sum: **50 CY price:**
5. Include only the following: Excavation to plan subgrade, hauling and disposal off site. Also include review and approval by the EOR and Safe Dams. Include cost in unit price of the material being replaced.
6. Overhead and profit to show as a separate percentage.
7. Method of measurement: Measurement will be made as outlined in the specifications and verified by the owner.
- 8.

D. **Unit Price:** Replace with satisfactory earth fill:

1. Excavation, hauling, and disposal of unsatisfactory soils to be included in the unit price of the replacement material.
2. Description: Removal of unsatisfactory soils leaves an unexpected void to be filled with suitable earth fill to be approved by EOR and SDP. .
3. Unsatisfactory soils removed that were part of the dam either in or on the structure of the dam shall be replaced with comparable soils compacted in lifts to match the conditions of the existing dam to satisfaction of EOR and SDP.
4. Purpose: To adjust the contract sum when actual quantities are determined.
5. Unit of Measurement: Cubic Yard
6. Quantity to be included in Contract Sum: **50 CY Allowance:**
7. Include only the following in the unit price: Excavation, removal, securing and bringing suitable earth fill material from off site to fill the voids to the original level of the soils removed. Also include approval by the EOR and Safe Dams.
8. Overhead and profit to show as a separate percentage.
9. Include all other costs in contract sum.
10. Method of measurement: Measurement will be made as outlined in the specifications and verified by the owner.

E. **Unit Price:** Silt Fence

1. Description: Construction of additional specified double silt fence where needed in the field and not shown on the plans.
2. Purpose: To adjust the contract sum when actual quantity is determined in the field.
3. Unit of Measurement: Linear Foot
4. Quantity to be included in Contract Sum: **200 LF**
5. Include only the following in the unit price: Material and construction of the silt fence per detail; maintenance, repair, replacement and removal of silt fence.
6. Overhead and profit are included as a separate percentage.
7. Include all other costs in contract sum.
8. Method of measurement: Measurement will be made as outlined in the specifications and verified by the owner.



**F. Unit Price: Additional Wall Footing**

1. Description: Construction of additional wall footing to match the project details where needed in the field and not shown on the plans.
2. Purpose: To adjust the contract sum when actual quantity is determined in the field.
3. Unit of Measurement: Linear Foot
4. Quantity to be included in Contract Sum: **100 LF**
5. Include only the following in the unit price: Material and construction of the footing per detail as shown on the plans.
6. Overhead and profit are included as a separate percentage.
7. Include all other costs in contract sum.
8. Method of measurement: Measurement will be made as outlined in the specifications and verified by the owner.

**END OF SECTION 01220**

## SECTION 01300

### SUBMITTALS

#### 1.1 GENERAL

- A. Submittal Procedures: Coordinate submittal preparation with construction, fabrication, other submittals, and activities that require sequential operations. Transmit in advance of construction operations to avoid delay.
1. Coordinate submittals for related operations to avoid delay because of the need to review submittals concurrently for coordination. The Landscape Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
  2. Processing: Allow 2 weeks for initial review. Allow more time if the Landscape Architect must delay processing to permit coordination. Allow 2 weeks for reprocessing.
    - a. No extension of Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
  3. Submittal Preparation: Place a permanent label on each submittal for identification. Provide a 4- by 5-inch (100- by 125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of the Architect/Landscape Architect.
    - d. Name and address of the Contractor.
    - e. Name and address of the subcontractor.
    - f. Name and address of the supplier.
    - g. Name of the manufacturer.
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
  4. Submittal Transmittal: Package each submittal appropriately. Transmit with a transmittal form. The Architect will not accept submittals from sources other than the Contractor.
  5. Transmittal Form: Use AIA Document G810. On the form, record requests for information and deviations from requirements. Include Contractor's certification that information complies with requirements.

- B. Contractor's Construction Schedule: Prepare a horizontal bar-chart-type, contractor's construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first working day of each week. Use the same breakdown of Work indicated in the "Schedule of Values." See Section 01026 Indicate estimated completion in 10 percent increments. As Work progresses, mark each bar to indicate actual completion.
1. Submit on date of Pre-Construction Meeting.
  2. Prepare the schedule on stable transparency, or other reproducible media, of width to show data for the entire construction period.
  3. Secure performance commitments from parties involved. Coordinate each element with other activities; include minor elements involved in the Work. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
  4. Coordinate with the Schedule of Payment, list of subcontracts, Submittal Schedule, payment requests, and other schedules.
  5. Indicate completion in advance of Substantial Completion. Indicate Substantial Completion to allow time for the Architect's procedures necessary for certification of Substantial Completion.
  6. Phasing: Show how phased completion affects the Work.
  7. Work Stages: Indicate important stages for each portion of the Work.
  8. Area Separations: Provide a separate time bar to identify each construction area for each portion of the Work. Indicate where each element must be sequenced with other activities.
- C. Submittal Schedule: After developing the Contractor's Construction Schedule, prepare a schedule of submittals. Submit within 10 days of submittal of the Construction Schedule.
1. Coordinate with list of subcontracts, Schedule of Values, list of products, and the Contractor's Construction Schedule.
  2. Prepare the schedule in chronological order. Provide the following information:
    - a. Date for first submittal.
    - b. Related Section number.
    - c. Submittal category (Shop Drawings, Product Data, or Samples).
    - d. Name of the subcontractor.
    - e. Description of the Work covered.
    - f. Date for the Architect's final approval.
  3. Schedule Distribution: Distribute copies of the Contractor's Construction Schedule and the Submittal Schedule to the Architect, Owner, subcontractors, and parties required to comply with submittal dates. Post copies in the field office.
    - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their Work and are no longer involved in construction activities.

- b. Updating: Revise the schedule after each meeting or activity where revisions have been made. Issue the updated schedule concurrently with the report of each meeting.

D. Daily Construction Reports: See Section 1200 for more detail

E. Shop Drawings: See Section 01340 for more detail about Shop Drawings. See Shop Drawings in respective Technical Sections as identified.

Do not use Shop Drawings without an appropriate final stamp indicating action taken.

F. Product Data: Collect Product Data into a single submittal for each element of construction. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, mark copies to indicate applicable information.

1. Include the following information:

- a. Manufacturer's printed recommendations.
- b. Compliance with trade association standards.
- c. Compliance with recognized testing agency standards.
- d. Application of testing agency labels and seals.
- e. Notation of dimensions verified by field measurement.
- f. Notation of coordination requirements.

2. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.

3. Submittals: Submit 2 copies; submit 4 copies where required for maintenance manuals. The Landscape Architect will retain one and return the other marked with action taken.

- a. Unless noncompliance with Contract Documents is observed, the submittal serves as the final submittal.

4. Distribution: Furnish copies to installers, subcontractors, suppliers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until a copy of Product Data is in the Installer's possession.

- a. Do not use unmarked Product Data for construction.

G. Samples: Submit full-size Samples cured and finished as specified and identical with the material proposed. Mount Samples to facilitate review of qualities.

1. Include the following:

- a. Specification Section number and reference.
  - b. Generic description of the Sample.
  - c. Sample source.
  - d. Product name or name of the manufacturer.
  - e. Compliance with recognized standards.
  - f. Availability and delivery time.
2. Submit Samples for review of size, kind, color, pattern, and texture, for a check of these characteristics, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where variations are inherent in the material, submit at least 3 units that show limits of the variations.
    - a. Refer to other Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar characteristics.
    - b. Refer to other Sections for Samples to be incorporated in the Work. Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
    - c. Samples not incorporated into the Work, or designated as the Owner's property, are the Contractor's property and shall be removed from the site.
  3. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from standard choices. The Architect will review and return submittals indicating selection and other action.
  4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets. One set will be returned marked with the action taken. Maintain sets of Samples, at the Project Site, for quality comparison.
    - a. Unless noncompliance with Contract Documents is observed, the submittal may serve as the final submittal.
    - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
  5. Distribution of Samples: Distribute additional sets to subcontractors, manufacturers, and others as required for performance of the Work. Show distribution on transmittal forms.
- H. Quality Assurance Submittals: Submit quality-control submittals, including design data, certifications, manufacturer's instructions, and manufacturer's field reports required under other Sections of the Specifications.
1. Certifications: Where certification that a product or installation complies with specified requirements is required, submit a notarized certification from the manufacturer certifying compliance.

- a. Signature: Certification shall be signed by an officer authorized to sign documents on behalf of the company.

I. Sample Panels:

1. Contractor shall construct sample panels in accordance with the Technical Specifications for review and approval by Landscape Architect.
2. Samples shall be prepared in advance of construction sequencing to allow time for modifications and approvals.
3. Contractor shall allow Landscape Architect five days to respond to a request to see a sample.
4. Full scale construction of any work requiring a pre-approved sample shall not begin until after Landscape Architect issues a statement of approval.

J. Architect's Action: Except for submittals for the record or information, where action and return are required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.

1. Action Stamp: The Architect will stamp each submittal with an action stamp. The Architect will mark the stamp appropriately to indicate the action taken.

**1.2 PRODUCTS (Not Applicable)**

**1.3 EXECUTION (Not Applicable)**

**END OF SECTION 01300**

## SECTION 01340

### SHOP DRAWINGS

#### PART 1 GENERAL

##### 1.01 SCOPE

- A. The work under this Section includes submittal to the Owner's Representative of shop drawings, product data and samples required by the various sections of these Specifications. The following items will require shop drawings.
1. Guard Railings for the overlook decks
  2. Bumper Rail attached to the back of the existing DOT rail.
  3. Lake Lowering process and details as needed.
- B. Electronic Submittals: The Client prefers electronic submittals of Shop Drawings to the Client Website.
- C. Submittal Contents: The submittal contents required are specified in each section of the Project Manual Technical Specifications. Owner prefers electronic submittals.
- D. Definitions: Submittals are categorized as follows:
1. Shop Drawings
    - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
    - b. Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detail Shop Drawings. Show dimensions and note dimensions that are based on actual field measurements. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawings to be used in connection with the Work without appropriate final "Action" markings by the Project Landscape Architect for Owner's Representative.
  2. Product Data
    - a. Product data includes standard printed information on materials, products and systems, not specially prepared for this project, other than the designation of selections from among available choices printed therein.
    - b. Collect required data into one submittal for each unit of work or system and mark

each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.

3. Samples
  - a. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
  - b. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where the Project Landscape Architect's selection is required. Prepare samples to match the Project Landscape Architect's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by the Project Landscape Architect. Project Landscape Architect will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.
4. Miscellaneous submittals related directly to the Work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work but not processed as shop drawings, product data or samples.

## 1.02 ROUTING AND SUBMITTALS

- A. Submittals and routine correspondence shall be routed as follows:
  1. Supplier to Contractor (through product representative if applicable)
  2. Contractor to Owner's Representative to review/approve submittals.
  3. Owner to forward to Landscape Architect or other professionals prior to submitting back to Contractor if deemed necessary.
  4. Project Landscape Architect to Owner's Representative to Contractor
  5. Contractor to Supplier

## PART 2 PRODUCTS

### 2.01 Manufacturer's Literature

- A. Where content of submitted literature from manufacturers includes data not pertinent to this





## Application Extension Approval

Application #-BLC21-00007

Address- 4051 Candler Lk

Date- 4/4/2022

Extension- (1) (2) (3)

Conditions- none

Per the code section listed below you are approved for this extension request.

Please note that this is the Second of three approvals available with the Building Official.

Sec. 7-118. - Permits.

(g)

*Time limitation of application.* An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless a permit has been issued. The building official is authorized to grant up to three written extensions of time for additional periods not exceeding 90 days each before such application is declared abandoned. The extension shall be requested in writing and justifiable cause demonstrated.

**Steve Holder, CBO**

Building Official

City of Brookhaven

☎ 404-637-0740

[steve.holder@BrookhavenGA.gov](mailto:steve.holder@BrookhavenGA.gov)

[www.BrookhavenGA.gov](http://www.BrookhavenGA.gov)

4362 Peachtree Rd. | Brookhaven, GA | 30319

**UPDATED**

**SECTION 02100**

**SITE PREPARATION**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS:

Related Section 02200 Earthwork, and Section 02540 Erosion and Sediment Control,

1.2 SCOPE:

- A. This Section describes materials and equipment to be utilized and requirements for their use in preparing the work site for construction. The Contractor shall furnish all materials, equipment, and labor necessary to complete the work. Precautionary measures that prevent damage to existing dam and other site features to remain are part of the Work.
- B. LDP Permit: Client has submitted plans to the city and secured approval. The LDP permit number is LDP21-00005. Contractor must retrieve it from City Hall before starting construction.
- C. A City Building Permit application has also been submitted and approved. The Brookhaven building permit number is BLC21-00007 and can be picked up at the City Hall. .
- D. Traffic Control: Contractor shall prepare a Traffic Control Plan to submit upon award of the contract. Contractor shall secure approval of a Traffic Control Plan from the Brookhaven Police Department prior to beginning work.

It is anticipated that the concrete can be pumped or poured over the DOT guardrail from the edge of West Nancy Creek Drive on the dam. The traffic control plan shall address this issue.

- E. Contractor may not close both lanes of Nancy Creek Drive across the dam at any given time. At least one lane must always remain open. At any time that one lane is closed the contractor must provide traffic control flagmen on site during the entire period the lane is closed.
- F. Contractor shall not close Nancy Creek Drive in any lane over the weekends.
- G. Any damage done to the existing guardrail, turf, curb or roadway on the dam will have to repaired to original condition by the contractor.
- H. Contractor may opt to pour concrete during late nights with special approval by the city.

- I. Construction Access and storage area shall conform to all erosion control protection requirements.
- J. Local Codes: Comply with applicable codes, ordinances, rules, regulations, and laws of local, municipal, state or federal authorities having jurisdiction. All required permits of a temporary nature shall be obtained for construction operations by the Contractor.
- K. Grading and excavation operations on the dam shall be coordinated with temporary and permanent erosion and sedimentation control procedures.
- L. Underground Utilities: There appears to be a gas line and possible telephone line on the lake side of the dam. Prior to any construction activities, the contractor is responsible for locating all utility lines crossing the dam that may be in the construction zone. Once located the contractor shall also dig a test pit to locate the depth of the lines to determine if they represent a hazard or impediment to the construction of the project as designed.
- M. Contractor shall take special care to not damage the existing DOT guardrail that runs along the top of the dam and is within the limits of construction. In the event that the rail is damaged, the contractor shall demolish and repair the guardrail to the specifications of the DOT.
- N. With special approval from the DOT and City, the contractor may be able to remove sections of the guardrail and replace them the same day. The wooden lower rail is part of the flood control protection for the dam and cannot be removed.
- O. Contractor shall always maintain reasonable access to the park and lake for use of the citizens. Access to the lake along the face of the dam is not required.
- P. The parking lot on the east side is available for construction storage and staging. The space must be secured from public access during the period of the project.
- Q. Lake Lowering Plan: It is anticipated that the contractor will be required to lower the lake a minimum of 5 feet below the bottom of the lowest footing excavation to execute the construction. See wall sections for elevations.

The lake should not have a drawdown or refill at a maximum rate faster than 1' per week per the SD standards. Once the lake is drawn down, the contractor shall request an inspection of the dam by EOR for Safe Dams and shall inform the city so that they may arrange an inspection of the exposed spillway, standpipe weir, and spillway release channel.

Contractor shall prepare a plan for lowering the lake in accordance with the stated criteria and submit with bid proposal. Schedule and work method must be

coordinated with the City of Brookhaven Spillway Maintenance project and drainpipe repair project. The contractor shall be responsible for securing any and all permits relative to lowering the lake for their project. An ACOE permit is *'not needed'* for lowering the lake.

Sections 02880 By-Pass Pumping and 02285 Surface Water Diversion and Dewatering have been provided in the Project Manual as Reference Specs to assist the Contractor in preparing his Lake Lowering Plan. Contractor is fully responsible for the design and execution of the Lake Lowering process.

- R. Siphon hoses for lowering and maintaining the lake at a low level should be placed at or near the spillway for intake and downstream in the outflow channel for discharge. Siphon hoses may be attached to the underside of the pedestrian bridge and the highway bridge crossing the spillway. This work must be coordinated with the City of Brookhaven Spillway Maintenance project. Contact Tom Roberts – Public Works. See appendix for list of participants.
- S. Contractor needs to keep a daily record of rainfall from a rain-gauge on site to verify the rising of the lake level by natural conditions. These records will be needed in the case of a delay caused by natural flooding due to rainfall.
- T. The existing slide gate and pipe may **NOT** be used to lower the lake.
- U. The existing pedestrian bridge will not be removed as part of the trail project nor the proposed future Spillway Repair and Maintenance projects.
- V. Contractor is required to coordinate schedules, deliveries, and use of Nancy Creek Drive with the potential contractor for the city spillway project if the two projects proceed on an overlapping schedule.
- W. ACOE and EPD permits: The project environmental consultant has determined that there is no wretched vegetation along the base of the dam, therefore there are not setback buffers on the dam. That means there is no need for an ACOE permit nor EPD variance. Nor is there a requirement for an ACOE permit to lower the level of the lake.
- X. Contractor shall coordinate with the Owner's Representative to be aware of special events taking place in the park and to take reasonable measures to accommodate the traffic and events.
- Y. Owner is developing a detour pedestrian trail along the south side of the dam to allow pedestrians to pass without getting into the construction zone.
- Z. DOT Guardrail. Nancy Creek Drive over the dam is a city street. The low guardrail along the road belongs to the city DOT. The project includes a wooden bumper rail attached to the back of the DOT metal rail. Permission to

build this rail is part of securing the city LDP. Contractor does not need to secure a permit from the local DOT to attach this rail as long as they do not damage the existing rail.

Method of attaching the additional wooden rail is up to the contractor.

- AA. Existing Sidewalk: The existing sidewalk will be removed at the discretion of the contractor during the building process.
- BB. Parking lot on the east end of the dam may be used by the contractor for staging. The lot will be designated as usable by the contractor during the course of the project. Contractor is responsible for protecting and repairing any damage to the parking lot or access route.
- CC. Access to the construction zone will be from the east end of the dam. Contractor will take care not to damage the existing landscape, parking, curb, monument and other existing conditions in this location. A staging and access plan needs to be worked out with the city prior to beginning construction.
- DD. Contractor needs to provide a Sequencing plan for how he intends to remove the rip rap, place silt fence, build the walls, and remove the silt fence. Plans needs to be reviewed and approved by the city prior to beginning the project.
- EE. Consultant has provided a suggested means and method for installing and removing the silt fence that has been reviewed by the city. It is available for consideration if the contractor so chooses to use it or a portion thereof.

### 1.3 CLEARING AND GRUBBING:

- A. Clearing: there is very little vegetation on the site. Only some volunteer trees on the dam that have grown up in the rip rap. Contractor shall remove all the vegetation on the dam by cutting it down to flush with the existing grade. Stumps may be removed only as part of the excavation work on the wall footings.
- B. Within the limits schematically identified on the Drawings for excavation, the site will have rip rap removed and grubbed to prepare for construction.
- B. The Contractor shall verify existing conditions on the site, and examine all adjoining roadways to the site, which in any way may affect completion of the work. Report to the Owner's Representative in writing any condition which will prevent the proper performance of the proposed site construction work. The site premises shall be accepted as found. Landscape Architect and Project Engineer assume no responsibility for conditions of the site.
- C. Grubbing:

1. All rip rap on the face of the dam that interferes with the construction of the footings and wall shall be removed and stored for reuse as necessary on the site or elsewhere in the park.
  2. All, lumber piles, trash and obstructions, except utility poles, shall be removed as noted on the Drawings and disposed of by the Contractor. Any work pertaining to utility poles shall comply with the requirements of the appropriate utility.
  4. All paving and curbs adjoining any excavation area or embankment that may be damaged or buried shall be replaced or repaired as needed.
- E. No spoil, rip rap, debris or other material generated from the grubbing exercise on the dam shall be allowed to fall into the lake.
- F. All debris, roots, foundations, and rubbish embedded in the ground shall be removed and disposed of properly by the Contractor as specified below. Refer to Section 02112 of the specifications for additional requirements.

#### 1.4 TESTING AND INSPECTION SERVICES:

- A. Soil testing will be performed by an independent testing laboratory approved by the Owner. Payment for soil testing shall be made by the Owner.
- B. The soils testing laboratory is responsible for the following:
1. Compaction tests in accordance with ASTM D 698.
  2. Field density tests for each one foot of lift; one test for each 2,500 square feet of fill.
  3. Inspecting and testing footing trenches, subgrades and proposed fill materials.
- C. The Contractor's duties relative to testing include:
1. Notifying the laboratory of conditions requiring testing.
  2. Coordinating with the laboratory for field-testing.
  3. Providing representative fill soil samples to laboratory for test purposes. Provide 50-pound samples of each fill soil.
  4. Paying costs for additional testing performed beyond the scope of that required and for re-testing where initial tests reveal non-conformance with specified requirements.
- D. Inspection:
1. Earthwork operations, suitability of excavated materials for fill and backfill, and placing and compaction of fill and backfill is subject to inspection. The Geotechnical Engineer will observe earthwork operations and provide recommendations as necessary for subgrade improvement.

2. Foundations and shallow spread footing foundations are required to be inspected by a geotechnical engineer to verify suitable bearing and construction.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.1 PREPARATION:**

- A. Maintain benchmarks, monuments, and other reference points. Re-establish, at no cost to the Owner, any such reference points if disturbed or destroyed.
- B. Maintain silt sock or silt fence along the bottom of the rip rap on the dam to protect the lake from silt.
- C. Excess soil material excavated for the footings shall be stored and or reused for filling behind the retaining walls.
- D. Maintain the lake at a 5' below the bottom of the lowest wall footings until the footings and walls are installed.

### **3.2 CLEARING:**

- A. Clear areas required for access to site and execution of the work
- B. Remove rip rap within the area to be excavated. All stones to be saved within the grading limits are shown on the Drawings. Coordinate removal, relocation, and reuse of rip rap stones with the Owner's Representative.
- C. Rip rap removed from the dam for construction access shall be replaced to cover the same area before the lake level is restored.

### **3.3 STAKING:**

- A. The Contractor shall stake the entire site, both as to location of major construction items as well as finish grades. This stakeout may be accurate or rough, depending on the Contractor's preference. See Paragraph 1.6 of Section 01010 Supplemental Conditions.
- B. The purpose of the staking, with inspection and adjustment by the Landscape Architect, is to adapt the design to the site rather than allow the design to be forced upon the site. Staking is subject to various degrees of adaptation, which can only be determined by the Landscape Architect. This variation is an aesthetic decision; the amount of adjustment most often is determined by the existing trees, terrain, and soil conditions sub-surface water and by other intangibles, which are impractical to survey in absolute accuracy.

- D. During the inspection, the Contractor shall be at the site along with the person who will superintend the work under this contract.
- E. The staking-inspection process shall be repeated for any work not staked and approved or adjusted during the first site visit. No work shall ever be done without the stakeout first being adjusted and approved by the Landscape Architect. All alignment, dimensions and elevation of any grading, excavation, construction, and planting is subject to adjustment to protect existing conditions.

#### 3.4 DISPOSAL OF REFUSE:

- A. The refuse resulting from the grubbing operation shall be hauled to a disposal site secured by the Contractor and shall be disposed of in accordance with all requirements of federal, state, county and municipal regulations. No debris of any kind shall be deposited in any stream, body of water, or in any street or ditch. In no case shall any material be left on the site or shoved onto abutting private properties.
- B. Contractor may not dispose of refuse by burning or burial on site. All refuse must be removed and properly disposed of offsite.
- C. This is an active park, and the contractor shall take great care to not damage any of the site outside the construction limits nor dispose of refuse materials in the park.

#### 3.5 STAGING AREA:

East side parking lot and several other locations near the construction site may be available to the Contractor for use in staging, storage and parking within the park. These sites must be pre-approved by the Owner prior to utilization.

W. Nancy Creek Drive on top of the dam is a public road and cannot be permanently blocked. Contractor may make temporary closures of one lane with approval and cooperation of the Brookhaven Police Department.

#### 3.6 TRAFFIC CONTROL:

Contractor shall prepare a Traffic Control plan that outlines when and how the contractor plans to control traffic during use of the city streets to perform the work.

The contractor may use West Nancy Creek Drive on top of the dam to set a concrete truck to pump or pour concrete over the DOT rail for the walls. The contractor may not block but one lane while parking a concrete truck and must maintain flagmen and safety procedure during the time the truck is in place.

#### 3.7 LAKE LOWERING AND REFILLING



The lake will need to be lowered to facilitate footing construction and excavation. The lake lowering should be done by use of temporary siphons or pumps. The existing lake low-level pipe/valve shall not be used. The siphon water shall be released in the existing spillway on the downhill side of the dam without causing damage or erosion.

The lake should be lowered and maintained at a minimum of five (5) feet below the lowest planned footing subgrade elevation. This facilitates for the lake to fluctuate some without interfering with construction. The lake level should be maintained at the lower elevation during all retaining wall construction and backfilling operations. Once all work on the upstream slope is complete and only sidewalk and rail construction remain, the lake level can be returned to normal pool. The time of construction decision and the weather could affect this requirement.

The lake level shall not be lowered at a rate of more than one (1) vertical foot per week.

During refilling, the lake level shall not be raised at a rate of more than one (1) vertical foot per week. The dam should be monitored and inspected by the EOR at each 2-foot increase of the lake level.

It will not be necessary to provide water to raise the lake level. The natural rainfall is all that is needed to raise the lake levels.

The contractor shall maintain the lake at the lower level as long as the excavation is open to the weather. This may require additional or backup siphons during rain events.

Contractor shall take care to protect the fish and aquatic life in the lake from being sucked into the syphon system and discharged downstream.

All lake lowering operations shall comply with all local, state, and federal regulations governing the lowering of a lake considered as part of State Waters.

### 3.8 FINAL CLEANUP:

Upon completion of the site construction and removal of all remaining materials and equipment, the contractor shall perform on last cleanup to remove all construction refuse, debris, soil, scuff marks, trash and any other items or marks that should not be left on the site or on the finished product.

Clean up and repair any damage caused in the Staging and Storage area.

Remove all Erosion control fencing on the dam and restore Rip Rap.

Pressure Wash: The contractor shall pressure wash the new pavement as a final task.

**END OF THE SECTION**

**City of Brookhaven**  
**ITB 22-109**  
**Murphey Candler Park Multiuse Trail on Dam**

**Addendum 2- alternate silt fence installation**  
**May 11, 2022**

**BID EROSION CONTROL PER THE BID DOCS- CITY APPROVED LDP PLANS**

Below is alternate for discussion after the contract is awarded for installation and removal of double silt fence on a dam rip rap slope.

The removal can be done by hand or small dingo hand driven equipment if the method below is used.

**DOUBLE SILT FENCE**

**A. Double Silt Fence Installation on Rip Rap Dam.**

1. Remove +5' of rip rap and pile on the uphill edge of the removal line somewhere above the water line.
2. Place the first row of silt fence on the downhill side of the removal area and fold the fence fabric uphill from the water line.
3. Replace part of the Rip Rap back in place over the silt fence fabric.
4. Place the second row of silt fence along the edge of the rip rap previously placed over the first row fabric and fold the 2<sup>nd</sup> row fabric uphill.
5. Replace the rest of the Rip Rap over the 2<sup>nd</sup> row fabric.

**B. Double Silt Fence Removal on Rip Rap Dam.**

1. Disconnect the silt fence wire and fabric from the metal posts.
2. Pull out the metal posts. (Use a small hand driven dingo machine to pull the posts)
3. Cut the fabric down as close to the rip rap surface as possible and remove.
4. Pull out the wire backing. (May need a dingo for this as well)
5. Blow torch the top of the fabric to burn the exposed edge away.
6. Reset any rip rap disturbed by the removal process and fill in any gaps left in the rip rap cover.
7. Cleanup any debris or refuse left on the surface of the rip rap area.