

CONTRACT DOCUMENTS

FOR
COLQUITT COUNTY INDOOR ARCHERY
RANGE

APRIL 2024

Prepared for:

COLQUITT COUNTY BOARD OF COMMISSIONERS

Bid Date: MAY 22, 2024



Prepared by:

INNOVATE!
Engineering & Surveying

Innovate Engineering & Surveying, LLC
2214 N. Patterson Street
Valdosta, GA 31602
229-249-9113
Project # 1848

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**ADVERTISEMENT FOR BIDS
FOR
COLQUITT COUNTY INDOOR ARCHERY RANGE**

Sealed Bids, for furnishing all materials, labor, tools, equipment and appurtenances necessary for the site improvements construction for the Indoor Archery Range will be received by the Colquitt County Board of Commissioners at the Colquitt County Purchasing office, Colquitt County Courthouse Annex, 101 E. Central Ave., Room 206, Moultrie, GA 31768, until 2:00 p.m., local time, on May 22, 2024 and then at said office publicly opened and read aloud. Bids arriving after the designated time will be returned unopened.

The Project consists of the following major elements: asphalt paved parking lot, concrete curb and gutter, concrete paving, concrete sidewalk, water and sanitary sewer services, earthwork, maintenance of traffic, erosion and sedimentation control, and all appurtenances necessary for a complete job.

The successful bidder, being responsible as well as responsive, shall commence work with an adequate force and equipment on a date specified in a written order of the Project Engineer. All work on the Project must be completed within 120 consecutive calendar days of the date of notice to proceed.

Bids shall be submitted on Bid Proposal forms furnished for that purpose, in accordance with the Contract Documents and the Specifications. Specifications and Contract Documents are open to the public and may be reviewed at the Colquitt County Public Works office, 209 Destiny Drive, Moultrie, GA 31788. Specifications and Contract Documents can also be viewed online at <http://www.ccboc.com/departments/purchasing/index.php>. Digital (pdf format) copies of Specifications and Contract Documents may be obtained from Innovate Engineering & Surveying, LLC, 2214 N. Patterson Street, Valdosta, GA 31602 at no cost. Hard copies may be obtained from Innovate upon receipt of a non-refundable fee of \$150.00 per hard copy set.

Bids must be accompanied by a certified check or bid bond in an amount of not less than five (5) percent of the amount bid. A Contract Performance Bond and Payment Bond equal to one hundred (100) percent of the contract price will be required.

A mandatory pre-bid conference will be held at the Colquitt County Public Works office, 209 Destiny Drive, Moultrie, GA 31788 at 2:00 p.m., May 8, 2024.

No bid may be withdrawn for a period of thirty (30) days after the scheduled time for receiving the bids. The Colquitt County Board of Commissioners reserves the right to reject any or all bids, to waive informalities and to readvertise. The Colquitt County Board of Commissioners is an equal opportunity employer.

COLQUITT COUNTY BOARD OF COMMISSIONERS
COUNTY COURTHOUSE ANNEX
101 EAST CENTRAL AVENUE
ROOM 261
MOULTRIE, GEORGIA 31768

INSTRUCTIONS TO BIDDERS

1. GENERAL

Bidders are required to examine the Specifications carefully and to make such examinations of the site of the proposed work as are necessary to familiarize themselves with the nature and extent of the work to be done and with all local conditions which may affect the proposed construction. Bidders are also required to inform themselves fully in regard to construction and labor conditions under which the work will be performed. The Owner will not be responsible for Bidders errors or misjudgment, nor for any information on local conditions or general laws and regulations.

Insofar as practicable the contractor will be required to so schedule his operations and employ such methods of carrying out the work that he will not cause any interruptions of, or interfere with the use of any existing premises and shall bear the expense of repair or any other cost incurred.

Scheduling of construction shall be done with the approval of the Engineer.

2. SCOPE OF PROJECT

The Project consists of the following major elements: asphalt paved parking lot, concrete curb and gutter, concrete paving, concrete sidewalk, water and sanitary sewer services, earthwork, maintenance of traffic, erosion and sedimentation control, and all appurtenances necessary for a complete job.

3. PROCUREMENT OF CONTRACT DOCUMENTS

Specifications and Contract Documents are open to the public and may be reviewed at the Colquitt County Public Works office, 209 Destiny Drive, Moultrie, GA 31788. Digital (pdf format) copies of Specifications and Contract Documents may be obtained from Innovate Engineering & Surveying, LLC, 2214 N. Patterson Street, Valdosta, GA 31602 at no cost. Hard copies may be obtained from Innovate upon receipt of a non-refundable fee of \$150.00 per hard copy set.

4. PRE-BID CONFERENCE

A **mandatory** pre-bid conference will be held at the Colquitt County Public Works office, 209 Destiny Drive, Moultrie, GA 31788 at 2:00 p.m., May 8, 2024.

5. SUBMITTING BIDS

Each bid must be submitted in a sealed envelope, plainly marked "BID PROPOSAL", bearing on the outside the name of the Bidder, his or their address, and addressed to Colquitt County, Georgia, as outlined in the Advertisement for Bids. All bids must be submitted on

Proposal forms attached hereto. No price changes on the envelope will be acknowledged. All proposals must be signed in ink by the person, or persons authorized to sign same. Bidders must bid on all items of the proposal.

6. BID MODIFICATIONS

Bid modifications are not allowed. Complete withdrawal or complete exchange of bid is acceptable, if done before scheduled bid opening.

7. AUTHORITY TO SIGN

If an individual makes a proposal, his name and post office address must be shown. If made by a firm, or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the Proposal must show the name of the State under the laws of which the Corporation is chartered and his, or their authority for signing same; and the names, titles and addresses of the President, Secretary and Treasurer, and the Corporate authority for doing business in this State.

8. RIGHTS RESERVED

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.

Owner will consider factors other than price during the evaluation of Bids and reserves the right to award the Contract to the Bidder whose Bid is in the best interest of the Project.

9. PRICES BID

The price bid shall include furnishing all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, substantial and workmanlike manner the work specified in strict conformity with the drawings or direction of the Engineer.

Supplementary unit prices, additive or deductive prices for materials or equipment not in complete conformance with the Contract Documents, or any other prices or amounts submitted in departure from the Bid Proposal, will not be considered in the comparison of bids. In the event that there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern.

10. CORRELATION AND INTENT OF DOCUMENTS

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

The intent of the documents is that the Contractor will furnish all labor and equipment, materials, accessories, fittings, transportation, tools and appurtenances, such as may be reasonably required under the terms of the Contract to make such items of work complete.

The drawings are intended to conform and agree with the specifications; if however, discrepancies occur, the Engineers will decide which shall govern. Special specifications stated on the drawing govern that particular piece of construction and have equal weight with the printed specifications.

11. INTERPRETATIONS

In general, no answer will be given to an oral question if the answer involves an interpretation of the intent or meaning of the Contract Documents or Plans, or the equality or use of products or methods other than those definitely designated or described on the Plans or in the Specifications. Any information given to bidders other than by means of the Plans and Contract Documents, or by Addenda described below, is given informally and shall not be used as the basis of a claim against the Owner or the Engineer.

Requests for interpretations of drawings and specifications must be made in writing to the Project Engineer not later than five (5) days prior to receipt of Proposals. In general, the Engineer will neither approve nor disapprove particular products prior to opening of the bids; such products will be considered when offered by the Contractor for incorporation into the work. Any interpretations made to bidders will be issued in the form of Addenda to the Contract Documents and sent to the bidders.

12. GUARANTEE TO ACCOMPANY PROPOSAL

No proposal will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount not less than five (5) percent of the bid and made payable to the Colquitt County Board of Commissioners.

13. RETURN OF THE PROPOSAL GUARANTEE

All proposal guarantees will be returned within ten (10) days following the opening of Proposals if requested, except those of the three lowest bidders, which will not be returned until after a satisfactory bond has been furnished and the Contract has been executed.

14. WITHDRAWAL OF PROPOSAL

Bids may be withdrawn at any time prior to the designated time for the opening of the bids. No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening thereof.

15. REJECTION OF IRREGULAR PROPOSALS

Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations of form, additions not called for, conditions, unauthorized alternate bids or irregularity of any kind.

16. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

17. CONTRACT PERFORMANCE BOND AND PAYMENT BOND

The Contractor will be required to furnish a Contract Performance Bond and a Payment Bond executed by a Surety Company duly authorized to do business in the State of Georgia, in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all persons performing labor and furnishing materials in connection with this contract.

The form of the bonds shall be as attached to these specifications and the Surety shall be acceptable to the Owner. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses under the bonds, including both engineering and legal services shall lie against the bonds.

The Contractor will be required to give a one-year guarantee covering workmanship and materials. The Contract Bond shall remain in force for one year from date of final acceptance of the equipment, materials and construction.

18. INSURANCE, PROOF OF CARRIAGE

The contractor will be required to furnish the Owner with satisfactory proof of the carriage of the insurance required.

19. AWARD

The award of the contract will be made as soon as practicable to the lowest responsible Bidder meeting the requirements of the Owner; provided that in the selection of equipment or materials a contract may be awarded to a responsible bidder other than the lowest in the interest of standardization, Owner's preferred method of construction or ultimate economy. The successful Bidder will be notified of the intention to award as soon after bids are opened as possible.

20. CONTRACTOR TO BE SATISFACTORY TO OWNER

The Contract will not be awarded to any bidder or bidders who have failed in any contractual obligations to the Owner, or who has, on any previous contract, performed in a manner unsatisfactory to the Owner, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion.

The apparent lowest responsible Bidder shall, upon written request and prior to the letting of a contract, furnish the Owner with the following information relative to their business:

- (a) A list including the name and address of each subcontractor who will perform work, representing a value which exceeds five (5) percent of the Total Base Bid, that the Bidder intends to use for successful completion of this Project. The listing shall also contain the category, portion or phase of the project the Bidder intends to use named subcontractor. The Bidder represents that the listed subcontractors are financially responsible and are qualified to perform the work required.
- (b) A statement of the Bidder's experience, including a list of projects for which they were a responsible contractor or subcontractor. Such lists shall include the name or identification and location of each project, the year it was completed, a brief description of the project, the approximate dollar value of the work for which the Bidder was responsible, and the name and contact information for the Owner of the listed project.
- (c) The amount of capital and equipment the Bidder and each of the named subcontractors have available for the work of the Project.
- (d) A statement showing the financial assets and liabilities of the Bidder, certified to by a Certified Public Accountant.

21. BIDDERS NOTICE

Bidders are hereby notified and agree by submission of their Proposal that, after award of the Contract, should additional items not listed in the Proposal become necessary and require unit prices not established by the Proposal, that the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal.

22. INFORMATION NOT GUARANTEED

It is understood and agreed that the Owner does not warrant or guarantee that the materials and conditions encountered during construction will be even approximately the same as those indicated on the drawings. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and work to be done, and assumes all risk of all discrepancies between the information given and the actual conditions encountered.

It is further understood and agreed that the Bidder or the Contractor will not use any of the information made available to him, or obtained in any examination made by him, in any manner as a basis or ground of claim or demand of any nature against the Owner or Engineer,

arising from or by reason of, any variance which may exist between the information offered and the actual materials or structures encountered during the construction work.

END OF INSTRUCTIONS TO BIDDERS

**BID PROPOSAL
FOR
COLQUITT COUNTY INDOOR ARCHERY RANGE**

COLQUITT COUNTY BOARD OF COMMISSIONERS
COUNTY COURTHOUSE ANNEX
101 EAST CENTRAL AVENUE
ROOM 261
MOULTRIE, GEORGIA 31768

ATTENTION: Mr. Chas H. Cannon
 County Administrator

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Prices and within the time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Bid, BIDDER represents that:

1. BIDDER has received, examined and carefully studied the Contract Documents, Plans and Specifications, and has informed himself of all Addenda thereto, and of the form of the Contract and Bonds to be furnished in the event he is the successful bidder and is awarded the Contract;
2. BIDDER understands and agrees to the Instructions to Bidders;
3. BIDDER agrees to begin the work upon receipt of the executed Contract and Notice to Proceed, to prosecute said work so as to complete work except as otherwise specified under this Contract within 120 days, and to pay the Owner liquidated damages for each consecutive calendar day (Sundays and legal holidays excluded) of delay in an amount not to exceed \$500.00 per day.
4. BIDDER acknowledges and certifies that he has examined the site by personal investigation and has become familiar with the on-site conditions and requirements of the Work, including materials to be excavated; that he has made his own interpretations and satisfied himself by his own investigations and research regarding labor and materials needed; that this Bid Proposal is made in sole reliance thereon; and that any information and/or data obtained from the Owner or Engineer will not be used as a basis for any claim in regards to this project.
5. BIDDER agrees to guarantee performance of all work in accordance with the Plans and Specifications and in a good and workmanlike manner, and to replace or repair any work which may be rejected due to defective materials or workmanship prior to final completion, and acceptance of the Project by the Owner or during the guarantee period as required by the Specifications.
6. BIDDER is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

TOTAL BASE BID \$ _____

Bidder Acknowledges receipt of the following addendum:

Addendum No. 1 Date _____ Acknowledged By: _____

Addendum No. 2 Date _____ Acknowledged By: _____

Addendum No. 3 Date _____ Acknowledged By: _____

Addendum No. 4 Date _____ Acknowledged By: _____

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this proposal or the contract to be entered into, as principles, are named herein; and this proposal is made without connections with any other person, company, or parties making a bid or proposal; and that it is in all respects fair in good faith without collusion or fraud.

The full names and addresses of persons or parties interested in the foregoing bids as principals are as follows:

Date: _____

Signature

Signature

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she is a
(print name)

_____ of _____
(Owner, Officer, Agent, etc.) (Name of Business)

who is making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the bid price of affiliate or of any other bidder, or to secure any advantage against or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder

Title

Subscribed and sworn to before me this ____ day of _____, 20__

Signed by: _____
Notary Public (seal)

Print Name: _____

My Commission Expires: _____

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CLAUSE

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of

Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

By: _____
(Bidder)

(Name, Title)

Official Address

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not maintain or provide for employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities, provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certification in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certification for specific time periods).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C.C. 1001.

Date: _____, 20__

By: _____
(Bidder)

(Name, Title)

Official Address

CONTRACTOR CERTIFICATION REGARDING DEBARMENT, ETC.

Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions pursuant to 24 Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13, REV-1:

1. By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below and 2 Code of Federal Regulations Part 180, Executive Order 12549 and Executive Order 12689:
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
3. Further, the Participant shall provide immediate written notice to the person which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
5. It is further agreed that by submitting this proposal, the Participant will include this Certification, without modification, in all lower-tier covered transactions and in all solicitation for lower-tier covered transactions.

Contractor Name By: _____ Date: _____

Title: _____ Address: _____

City: _____ State: _____ Zip: _____

NON-CERTIFICATION

As the prospective lower-tier participant, I am unable to certify to statements in this Certification as explained in the attachment to this proposal.

Contractor Name By: _____ Date: _____

Title: _____ Address: _____

City: _____ State: _____ Zip: _____

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.C. 1001.

BIDDING CONTRACTOR DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 550-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the contract; and

2. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____ (Contractor), _____ (Subcontractor) certifies to the Contractor that a drug-free workplace will be provide for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3."

3. The undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of this contract.

BY: Authorized Officer or Agent of Contractor

Date

Contractor's Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

Contractor's Address

Sworn to and subscribed before me
This ____ day of _____, 20__

Notary Public

My commission expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ (hereinafter called the Principal), and _____

_____ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of _____, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Colquitt County, Georgia to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to Colquitt County, Georgia, a proposal for furnishing materials and labor and constructing certain improvements on _____ for the said County, and,

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a certified bidder's check otherwise required to accompany this proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof execute a contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by Colquitt County, Georgia, and execute a sufficient and satisfactory performance bond and payment bond payable to Colquitt County, Georgia, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfaction to said County, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Colquitt County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____ 20____.

Principal

Surety

By _____ (Seal)

By _____ (Seal)

CONSTRUCTION CONTRACT

THIS AGREEMENT, entered into this ___ day of ____, 20__ by and between the Board of Commissioners of Colquitt County, Georgia (hereinafter referred to as “Owner”) and _____ (hereinafter referred to as “Contractor”) under the seal for the construction of COLQUITT COUNTY INDOOR ARCHERY RANGE (hereinafter referred to as “Project”):

WITNESSETH

THAT FOR THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1.

This contract between the Owner and Contractor, of which this agreement is a part, consists of the contract documents.

2.

The contract documents consist of this agreement, the specifications and drawings attached hereto as **Exhibit “A”**, the Department of Transportation Standard Specifications, 2001 Addition, as modified, all change orders issued hereafter, the Bid form attached as **Exhibit “B”**, the performance bond attached hereto as **Exhibit “C-1”**, the payment bond attached hereto as **Exhibit “C-2”** and any other amendments hereto executed by the parties hereafter.

3.

This contract together with the Contractor’s performance and payment bonds for the project, constitute the entire and exclusive agreement between the Owner and Contractor with reference to the project. Specifically, but without limitation, this contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

4.

Nothing contained in this contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

5.

The intent of this contract is to require complete, correct, and timely execution of the work. Any work that may be required implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the contractor for the contract price.

6.

The Contractor shall have a continuing duty to read, carefully study and compare each of the contract documents and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The Owner makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

7.

The Contractor shall perform all the work required, implied, or reasonably inferable from this contract. The term “work” shall mean whatever is done by or required of the Contractor to perform and complete its’ duties under this contract, including the following: construction of the whole or a designated part of the project; furnishing of any required surety bonds and insurance; and the provision of furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this contract. The work to be performed by the Contractor is generally described as follows: **COLQUITT COUNTY INDOOR ARCHERY RANGE** as per the Work Plan as attached hereto as **Exhibit “A”** located in Colquitt County, Georgia.

8.

The Contractor shall commence the work immediately and shall complete the work no later than **120** days from the date of notice to proceed. The Contractor shall pay the Owner the sum of **\$500.00** per day for each and every calendar day of delay in achieving final completion of the work beyond said **120** days completion period. Any sums due and payable under the terms of this paragraph by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract.

9.

All limitations of time as set forth in the contract documents are of the essence of this contract.

10.

The Owner shall pay and the Contractor shall accept as full and complete payment for all the work required herein, the actual quantity utilized at the unit price specified in the bid. This sum shall constitute the contract price which shall not be modified except by change order executed by both parties hereto in writing.

11.

The Owner shall make payment of the contract price and progress payments commenced with the amount of work done by the Contractor less 10% of each payment as retainage. The Contractor shall submit to the Owner a progress payment bill on or before the 25th day of each month after commencement of the work, which shall be payable by the Owner within 30 days.

12.

The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- a) Defective work not remedied by the Contractor, nor in the opinion of the Owner, likely to be remedied by the Contractor;
- b) Claims of third parties against the Owner or the Owner's property;
- c) Failure by the Contractor to pay subcontractors or others in a prompt and proper fashion;

- d) Evidence that the balance of the work cannot be completed in accordance with the contract for the unpaid balance of the contract price;
- e) Evidence that the work will not be completed in the time required for final completion;
- f) Persistent failure to carry out the work in accordance with the contract;
- g) Damage to the owner or a third party to whom the Owner is, or may be, liable

13.

When all the work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner in writing. Thereafter, the Owner will make final inspection of the work, and, if the work is complete in full accordance with this contract and this contract has been fully performed, will promptly issue complete and final payment to Contractor for the remainder of the unpaid contract price, less any amount withheld pursuant to this contract.

14.

If the Contractor persistently fails or refuses to perform the work in accordance with this contract, the Owner may order the Contractor to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exist, or the Owner orders that work be resumed. In such event, the Contractor shall immediately obey such order.

15.

If the Contractor's work is stopped by the Owner, and the Contractor fails within 7 days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice do any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject work. In such a situation, the Owner shall be entitled to deduct from the contract price the costs of correcting the subject deficiencies, plus compensation for any additional expenses necessitated thereby. If the unpaid portion of the contract price is insufficient to cover the amount due to the Owner, the Contractor shall pay the difference to the Owner.

16.

The Contractor shall perform the work strictly in accordance with this contract. The Contractor shall supervise and direct the work using the Contractor's best skill, effort, and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions

of the Contractor, its' employees and others engaged in the work on behalf of the Contractor.

17.

The Contractor warrants to the Owner that all labor furnished to progress the work under this contract will be competent to perform the task undertaken, that the product of such labor will yield only first class results, that materials and equipment furnished will be of good quality and that the work will be of good quality, free from faults and defects and in strict conformance with the contract. All work not conforming to these requirements may be considered defective by the Owner.

18.

The Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, the Contractor shall clean the site of the project and remove all waste, together with all of the Contractor's property there from.

19.

The Owner shall have access to the work at all times from commencement of the work through final completion. The Contractor shall take whatever steps necessary to provide access to the Owner when requested.

20.

20.1 Definitions. For purposes of this Section, the following terms shall have the following definitions:

- a. "Claims" shall mean any and all claims, including those for bodily injury, death, damage to property, or destruction of property, or demands, lawsuits, actions, administrative proceedings, orders, damages, settlements, judgments, penalties, fines, costs, fees and expenses, of whatever kind (including, but not limited to attorneys' fees, expert fees and expenses, costs of investigations, costs of defense, and court costs); and
- b. "Persons Indemnified" shall mean the Owner and its officers, directors, employees, members, agents, managers, successors and assigns of each of them.

20.2 General Indemnification. To the fullest extent permitted by applicable laws, Contractor hereby agrees to indemnify, hold harmless, and, at Owner's request, defend the Persons Indemnified with counsel chosen by the Owner, as provided in Section 20.3, from and against any and all Claims brought against any person or entity of Persons Indemnified,

in any manner, in whole or in part, arising out of or connected with this Agreement or the Contract Documents, the Work performed under this Agreement or the Contract Documents by Contractor, its Subcontractors, employees, agents, or suppliers, or any act or omission of Contractor, any of its Subcontractors, any of its suppliers, anyone directly or indirectly employed by Contractor, its Subcontractors, or its suppliers, or anyone for whose acts any one of them may be liable. But, if a Claim is determined to have been caused by the sole negligence of any person or entity of the Persons Indemnified, then Contractor will not be liable for that Claim under this “General Indemnity” Section.

20.3 General Indemnification, Conditions. Owner shall promptly notify the Contractor of any Claim caused by the Contractor’s obligations hereunder and may request Contractor to defend the Claim with counsel selected by the Owner. Contractor’s duty to defend is not dependent on the prior determination of liability but arises when a Claim involves an act or omission of Contractor, or Contractor’s affiliate, representative, subcontractor, supplier, officer, director, employee, or agent or any one of them, or any one for whose acts one of them is liable, caused the loss.

21.

Changes in the work within the general scope of this contract consisting of additions deletions, revisions, or any combination thereof, may be ordered without invalidating this contract by a change order executed by the Owner and the Contractor. The Contractor shall notify and obtain the consent and approval of the Contractor’s surety with reference to all change orders if such notice, consent, or approval is required by the Contractor’s surety or by law. The Contractor’s execution of the change order shall constitute the Contractor’s warranty to the Owner that the surety has been notified of and consents to such change order and the surety shall be conclusively deemed to have been notified of such change order and to have expressly consented thereto.

22.

The Contractor shall immediately proceed to correct work rejected by the Owner as defective or failing to conform to this contract. Contractor shall pay all costs and expenses associated with correcting such rejected work.

23.

If within one year after final completion of the contract, any of the work is found to be defective or not in accordance with this contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this contract.

24.

If the Contractor persistently, repeatedly, refuses, or fails to prosecute the work in a timely manner, or if it fails to make prompt payment for materials or labor or otherwise substantially violates a material a provision of this contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and all materials thereon. In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the contract.

25.

The Contractor shall provide sufficient liability and worker's compensation insurance and insure that no claims for same are made against the Owner.

26.

This contract shall be governed by the Laws of the State of Georgia.

27.

The Contractor shall furnish separate performance and payment bonds to the Owner, in a form acceptable to Owner and with Surety's acceptable to Owner. Each bond shall set forth a penal sum in the amount not less than the estimated total contract price shown on **Exhibit "B"**. Each bond furnished by the Contractor shall incorporate by reference the terms of this contract as fully as though they were set forth verbatim in such bonds. In the event the contract price is adjusted by change order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount.

28.

The Contractor agrees and certifies to comply with all applicable State and Federal laws including but not limited to the following:

- (a) Contractor certifies that the provisions of Official Code of Georgia Section 45-10-2 through 45-10-28 relating to Conflict of Interest and State employees and officials trading with the State have been complied with.
- (b) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as set forth in **Exhibit “D”** attached hereto and incorporated herein by reference.
- (c) Contractor agrees to comply with the terms of, and certifies to the matters set forth in, the “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” as set forth in **Exhibit “E”** attached hereto and incorporated herein by reference.
- (d) Contractor shall comply with the requirements of Official Code of Georgia Annotated Section 50-4-1 through 50-24-6 relating to the “Drug Free Workplace Act,” as set forth in **“Exhibit F”** hereto and incorporated herein by reference.
- (e) Contractor is encouraged to subcontract a minimum of ten percent (10%) of the total amount of Project funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR Parts 23 and 26. Contractor shall cooperate with Owner to assure compliance with same, including but not limited to assurance that such subcontractors are certified with the Georgia Department of Transportation’s Equal Employment Opportunity Office and submission to said office of a copy of the proposed subcontract including the name of the subcontractor DBE.
- (f) Contractor shall comply with the American with Disabilities Act of 1990, 42 USC 12101, et seq. and 49 USC 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 791, and regulations and amendments thereto.

- (g) Contractor shall comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 USC 276(a); as prescribed by 23 USC 113, for Federal-aid Highway Projects, except where roadways classified as local roads or rural minor collectors.
- (h) Contractor shall comply with the Georgia Utility Facility Protection Act, Official Code of Georgia Annotated, Title 24, and Chapter 9. Call before you dig, 1-800-282-7411.
- (i) Pursuant to the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), the Contractor understands and agrees that compliance with the requirements of O.C.G.A.§ 13-10-91 and Georgia Department of Labor Rule 300-10-1-02 (and, if this Contract is a contract or agreement relating to public transportation, with the rules and regulations regarding the Act of the Georgia Department of Transportation; the “GDOT Rules”) and conditions of this Contract, and the Contractor hereby agrees to so comply with such requirements. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the Contractor Work Authorization Certification required by Georgia Department of Labor Rule 300-10-1-07, or a substantially similar contractor affidavit (or required by the GDOT Rules). The Contractor’s fully executed Certification is attached hereto and is incorporated into this Addendum by reference herein as **Exhibit “H”**.
- (j) Contractor shall comply with the Copeland “Anti-Kickback” Act (40 USC 3145) as supplemented by 29 CFR Part 3.
- (k) Contractor shall comply with the Contract Hours and Safety Standards Act (40 USC 3701-3708).
- (l) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended, (33 USC 1251-1387). Contractor further agrees to report all violations thereof to the Federal awarding agency and the Regional Office of the EPA.
- (m) Contractor shall comply with the Byrd-Anti Lobbying Agreement (31 USC 1352) and certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Contractor further agrees it will disclose any lobbying with non-Federal funds that took place in connection with this project.

(n) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

IN WITNESS WHEREOF, both parties hereby have executed this original document and four copies thereof under seal, the day and year first above written.

OWNER:
COLQUITT COUNTY
BOARD OF COMMISSIONERS

CONTRACTOR:

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

LIST OF SPECIFICATIONS INCLUDED IN THE CONTRACT

The full text of the following list of specifications is included as set forth in the bidding documents and is incorporated herein by reference:

- General Conditions (GC-1 thru GC-17)
- Special Conditions (SC-1 thru SC-3)
- 01150 – Measurement and Payment (pages 1 thru 2)
- 01380 – Visual Preconstruction Record (1 page)
- 01560 – Erosion and Water Pollution Control (pages 1 thru 4)
- 01601 – As-Built Drawings Specification (pages 1 thru 5)
- 02001 – General and Auxiliary Items for Roadway Projects (1 page)
- 02101 – Earthwork for Roadway Projects (1 page)
- 02205 – Construction Erosion Control for Roadway Projects (1 page)
- 02401 – Minor Drainage Structures (1 page)
- 02501 – Subbase and Base Course (pages 1 thru 2)
- 02502 – Hot Mix Recycled Asphalt Concrete (1 page)
- 02511 – Concrete Pavement and Miscellaneous Concrete (1 page)
- 02901 – Incidental Items for Roadway Projects (1 page)

“Exhibit A”

PRIME CONTRACTOR’S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”).

The date by which a prime contractor must register and participate in a qualifying federal work authorization program depends on the number of employees in the prime contractor’s company. If the prime contractor’s company has 500 or more employees, it is required to register and participate in a qualifying federal work authorization program by July 1, 2007. If the prime contractor’s company has 100 or more employees, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2008. If the prime contractor’s company has 99 employees or fewer, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

_____ The undersigned has registered for and is participating in a qualifying federal work authorization program;

Or,

_____ The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time. But, if the undersigned becomes a qualifying prime contractor in the future, the undersigned agrees to register for and participate in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within the state Pursuant to this contract with a public employer, the undersigned will secure from such Subcontractor(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form “Subcontractor’s Work Authorization Certification” or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each Sub-contractor’s verification to the public employer at the time the sub-contractor is retained to perform such service.

“Exhibit H”

[SIGNATURE ON NEXT PAGE]

BY: Authorized Office or Agent

Date

Title of Authorized Officer or Agent

Basic Pilot User Identification Number
(If applicable)

Printed Name of Authorized Office or Agent

With express authority on behalf of:

CONTRACTOR

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 2020.

Notary Public

My Commission Expires: _____

“Exhibit H”

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ called the Principal)

and _____ called the Surety) are held and firmly bound unto Colquitt County, Georgia (hereinafter known as the Owner) for the use of said obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or materials under or for the purpose of the contract hereinafter referred to, in full and just sum of _____

_____ Dollars (\$ _____) lawful money of the United States of America, to be paid to said Colquitt County, Georgia, its successors, and assigns to which payment well and truly to be made we find ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into contract with the said Owner, bearing date of _____, 20____, for construction of _____ in Colquitt County, Georgia, more particularly mentioned:

WHEREAS, it was one of the conditions of the award by said Owner pursuant to which said contract was entered into, that these presents shall be executed.

NOW, THEREFORE: The conditions of this obligation are such that if the above bounded Principal shall in all respects fully comply with the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, and Plans therein referred to and made a part thereof, and such alterations as may be made in said plans and specifications as therein provided for, and including one year guarantee period from date of final acceptance, and shall indemnify and save harmless Colquitt County, Georgia, against and from all costs, expenses, damages, injury or loss, to which the said Owner may be subjected by reason of any wrong doing, misconduct, want of care or skill, negligence, or default, including patent infringement on part of said Principal, his agents or employees, in the execution or performance of said Contract, and shall promptly pay all just claims for damages, or injury to property and for all work done, or skill, tools, and machinery, supplies, labor, and materials, furnished and debts incurred by said Principal in or about the construction or improvements contracted for this obligation to be void, otherwise in full force and effect.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extensions of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specifications.

This Bond shall be for the use of all persons doing work or furnishing skill, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions

of Section 23-1705 et. sep. of the Code of the State of Georgia, as amended by the Act approved February 27, 1956, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

The life of this Bond extends through the life of the Contract including the sixty-day maintenance period, and until one year after the final acceptance of the work by Colquitt County.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in quadruplicate, this day of _____, 20__.

ATTESTED:

Contractor

By _____

ATTESTED:

Surety

By _____

SAMPLE

GENERAL CONDITIONS

1. GENERAL NOTES

These "General Conditions" shall apply to the work as a whole and to each and all phases of the work. Subcontractors shall be supplied with a copy of these "General Conditions" and no arrangements or contracts between the Contractor and the Subcontractor are to be in conflict with same. They shall also apply to any modifications or extra work.

2. ACQUAINTANCE WITH CONDITIONS

The Contractor shall be familiar with the site conditions, obstructions, etc. before starting the work and report to the Engineers any discrepancy he might find. If no report is made there will be no additional compensation for encountering such.

3. DEFINITIONS

Contract Documents: Consist of the Advertisement for Bids, Bid Proposal, Contract, Bid Bond, Performance Bond, Payment Bond, Opinion of Attorney, Instructions to Bidders, General Conditions, Special Conditions, Measurement and Payment, Specifications and the Drawings, including all changes incorporated therein before their execution. These form the contract. The titles of headings of the various divisions, sections, paragraphs, subparagraphs, or of drawings, and the table of contents and the indexes as used in any part of the Contract Documents hereinbefore listed as a part of this contract, are for convenience of reference only and are not intended to limit, and shall not be construed as in any way limiting the application of the text.

Owner: The Party of the First Part in the accompanying Contract.

Contractor: The Party of the Second Part in the accompanying Contract.

Subcontractor: Includes only those having a direct contract with the Contractor; it includes one who furnishes materials worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

Work at the Site of Project: Work to be performed including work normally done at the location of the project. The term "work" in the contract of a Subcontractor includes labor or materials or both. "The Work" as employed herein means all work to be accomplished by the Contractor under the terms of this Contract or as specified by the Engineer.

Project: The work as a whole under this contract, including all labor and materials, and all other items included in the Contract Documents.

Engineer: Refers to Innovate Engineering & Surveying, LLC, acting through agents duly authorized to act for and on its behalf.

County: Refers to Colquitt County, Georgia, their Departments, assistants and inspectors.

Written Notice: Written notice shall be deemed to have been fully served if delivered in person to the individual or to an officer of the Corporation for whom it is intended, or if delivered at or sent by mail to the last business address known to the person who gives the notice.

Abbreviations: Where any of the following abbreviations are used in the specifications, they shall have the meaning set forth opposite each:

ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
	AASHTO American Association of State Highway and Transportation Officials
AISC	American Institute of Steel Construction
ASA	American Standards Association
ACI	American Concrete Institute
	F.S. Federal Specifications, issued by the Federal Supply Service of the General Services Administration, Washington, DC

Wherever, in the Contract Documents, the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, or words of like import, are used, it shall be understood that the direction, requirements, permission, order, designation or prescription of the Owner or its Engineer is intended; and, similarly, the words “approve”, “acceptable”, “suitable”, “satisfactory”, or words of like import shall mean approval by (acceptable to, suitable to, or satisfactory to), the Owner or its Engineer in each case.

4. BID BOND OR CHECK

Each separate proposal shall be accompanied by a certified check or acceptable collateral in the amount specified in the Instructions to Bidders made payable to the Owner. Bid Bonds must be issued by a Surety licensed to do business in the State of Georgia. Companies executing bonds must appear on the U.S. Treasury Department’s most current list (Circular 570 as amended).

5. AWARD AND EXECUTION OF CONTRACT

Performance and Payment Bonds: The successful bidder shall be required to furnish the Owner with a performance bond and a payment bond in the form required by law, each in an amount equal to one-hundred (100) percent of the contract amount. The bonds shall guarantee the proper prosecution and completion of the work by the successful bidder, including function and workmanship; and shall further guarantee the prompt payment by the successful bidder of all persons or firms furnishing labor, tools, materials and supplies for the work. The bonds shall be kept effective and in full force for one year after completion and acceptance of the work. The bonds shall make the Contractor’s sureties responsible for underwriting the work against faulty workmanship or defective materials. Final acceptance of the work shall not relieve the sureties of responsibility for a period of one year after this final acceptance.

Changes Not to Affect Bond: It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease

the amount thereof, or any change in the manner or time of payments made by the Owner to the Contractor, shall not, in any way, annul, release, or affect the liability of the Surety on the bond given by the Contractor.

Maintenance: The Contractor will be required to maintain all work done by him in a first class condition for sixty (60) days after the same has been completed as a whole, and the Engineer has notified the Contractor in writing that the work has been finished and finalized to his satisfaction. The retained percentage will not be due to the Contractor until after the 60 day maintenance period, but may be payable at the discretion of the Engineer. Any damage to the site or surroundings, whether it is existing before construction or whether it be materials or items of construction, shall be repaired by the Contractor at his expense and all parts of the site shall be left in a good repair as before the work started.

Guarantee: The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of final acceptance of the work by the Engineer. If during this period any material or item of construction proves defective, the Contractor shall repair the same at his expense to the satisfaction of the Owner and guarantees shall be covered by performance bond. Neither the final certificate of payment nor any other provision relieves the Contractor of the responsibility for faulty materials or workmanship. All guarantees called for in the specifications shall be on the Contractor's Guarantee form furnished by the Owner. All guarantees shall be signed by the Contractor and delivered to the Engineer before the final estimate under the contract will be approved for payment.

If the Contractor, after notice, fails within ten days to proceed to comply with the terms of this guarantee, the Owner may have defects corrected, and the Contractor and his surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the Engineer, delay would cause serious loss or damage, repairs may be made before a notice is given to the Contractor and the Contractor shall pay the cost thereof.

Legal Address of the Contractor: The address given in the bid or proposal submitted by the Contractor is hereby designated as the place to where notices, letters, and other communications to the Contractor shall be certified, mailed, or delivered. The delivering or depositing in a post paid wrapper, in any post office box regularly maintained by the Post Office Department, or any notice, letter, or other communication directed to the Contractor at such address shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

CONTRACTOR'S GUARANTEE

GUARANTEE FOR: _____

We hereby guarantee that the work which we have installed under the above contract has been done in accordance with the drawings and specifications and that the work as installed will fulfill the requirements of the guarantee included in the specifications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or material within a period of one year from the date of acceptance by the Owner, of the work included under the above contract, without any expenses whatsoever to the Owner.

Within 10 days after being notified in writing by the Owner of any defects in the work, we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event of our failure to so comply, the Owner may proceed to have such work done at our expense and we will honor and pay the cost and charges thereof upon demand.

We agree that, in case of emergency, where, in the opinion of the Owner, delay would cause serious loss or damage to the Owner, repairs may be made without notice, and we, collectively and separately, agree to pay the cost thereof upon demand.

Dated: _____

Signed: _____
(Contractor's Signature)

Countersigned: _____
(Subcontractor's Signature)

6. SCOPE OF WORK

Drawings and Specifications: All drawings and specifications are the property of the Engineer and are not to be used on other work without the permission of the Engineer. The Contractor shall keep a set of drawings and specifications on the site during the times of construction, and if the Contractor has no drawings and specifications, the Engineer shall have the authority to stop work until the above mentioned drawings and specifications are present on the site. Any additional Contract Documents required by the Contractor shall be billed at cost to the Contractor.

The specifications, the accompanying plans, and other Contract Documents shall be supplementary to each other and any material, workmanship and/or service which may be in one but not called for in the others, shall be as binding as if indicated, called for or implied by all. The Contractor will understand that the work herein described shall be completed in every detail notwithstanding every item necessarily involved is not particularly mentioned and the Contractor shall be held to provide all labor and material necessary for the completion of the indicated work. Before starting the work of the contract, the Contractor shall report in writing to the Engineer any discrepancy which he may discover between the drawings and specifications. If the Contractor fails to call such discrepancy to the attention of the Engineers, the subsequent decisions of the Engineers as to which is correct shall be binding and final. Should any error and inconsistency appear in the drawings or specifications, the Contractor, before proceeding with the work, shall make mention of the same to the Engineers for proper adjustment and in no case shall he proceed with the work in uncertainty.

All dimensions shown on contract plans are based on survey or taken from plans of work now in existence or under construction. The Contractor shall check in the field all dimensions which govern the location or fit of work under this contract with work now in existence, under construction or proposed, and immediately report any variations from the dimensions or elevations shown to the Engineer in writing. No adjustments of discrepancies, other than those called for in the Contract Documents, shall be made by the Contractor, except at his own risk and responsibility. The Contractor shall also check the contract plans for any errors or omissions existing therein at the earliest date possible, and any errors found shall be reported to the Engineer for correction. If, in the progress of the work, the Contractor discovers any errors or omissions in any of the Contract Documents, or in the information furnished him by the Owner or in the work undertaken and executed or to be executed by him, he shall immediately notify the Engineer who will promptly investigate the same and take such action as he deems necessary.

If the Contractor knows, or can reasonably be expected to have known, of an error, discrepancy or conflict in any of the Contract Documents and fails to report the same, he shall not be entitled to compensation for any work or expense incurred by him, which is required to be redone or reincurred because of said error, discrepancy or conflict and which would have been avoided had he promptly reported said errors, discrepancy or conflict when he knew or should have known of the same.

Sequence of Operations: The Contractor shall prepare and present to the Engineer a carefully prepared "Schedule of Work" which shall set forth the series of dates upon which the Contractor proposes to begin and finish the different parts of the work. In order that all phases of work to be done under the whole project may be properly coordinated, the

Contractor shall arrange the sequence of his work in accordance with the schedule adapted in the early stages of construction. Such work schedule shall be approved by the Engineer and Owner. The work shall be begun at such points as the Engineer shall designate and shall be prosecuted in the order he shall direct. This applies to both location and items of construction. The Contractor shall have no claim for extra compensation because of restrictions and limitations of work prescribed by the Owner. The Contractor shall abide by a schedule set down by the Engineer. The Contractor shall have no claim for extra compensation because of this schedule and the effort required.

Alterations: In the carrying out of this work as contemplated by the plans and specifications, there may arise certain items of work for which definite plans have not yet been decided upon. The Engineer may make alterations in the line, grade, plan, form, dimensions or materials of the work or any part thereof, either before or after the commencement of construction.

Changes of the Work: The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed according to the conditions of the original contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Engineer shall have authority to make any minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the construction. But otherwise except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Engineer stating that the Owner has authorized extra work or changes, and no claim for an addition to the contract sum shall be valid unless so ordered.

The value of such extra work or change shall be determined by one or more of the following methods, at the option of the Owner:

- (1) By estimate and acceptance in a lump sum.
- (2) By unit prices named in the contract or subsequently agreed upon.
- (3) By cost percentage.
- (4) By cost plus a fixed fee.

If none of the above methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under cases (3) and (4) he shall keep and present in such form as the Engineer may direct, a correct amount of the net cost of materials, and labor, together with vouchers. In any case, the Engineer shall certify to the amount including reasonable allowance for overhead and profit due to the Contractor. Pending final determination of value, payments on accounts of changes shall be made on certificates of the Engineer.

7. CONTROL OF WORK

Performance of Work by Contractor: The Contractor shall perform on the site and with his own organization, at least 50 percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the Owner's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Owner.

Contractor's Superintendent: The Contractor shall keep on the work continuously during the progress of the work a competent general superintendent. Whenever a superintendent is not on the job looking after the work even though his crew is there, the Engineer shall have authority to stop the work until the superintendent returns.

Subcontracts: The Contractor shall, as soon as practicable after the execution of the contract, and before any subcontracts are awarded, notify the Engineers in writing of the names of the Subcontractors proposed to be used on the various parts of the work. When the names of the Subcontractors are submitted for approval, the Contractor shall give the Engineer the name and quality of the material and the name of the manufacturer of the material which the Subcontractor proposes to use. No Subcontract shall be awarded until the Contractor has received approval in writing from the Engineer on the proposed Subcontractor. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between the Subcontractor and the Owner.

Assignment: Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to become due, hereunder, without the previous consent of the Owner.

Status and Decisions of Engineer: The Engineer shall have general supervision and direction of the work and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. The Engineer shall make decisions on all claims of the Contract and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

Inspectors: The Owner will be represented by an inspector on the project. It shall be the Contractor's responsibility to notify the Engineer whenever work is to begin so that arrangements for inspection can be made. The inspector shall, while on the job, have the same authority as the Engineer and any instructions that he might give shall be carried out as if said instructions came directly from the Engineer.

Inspection: The Engineer or their representatives, while observing the work in progress on behalf of the Owner, will give the Contractor all possible assistance in interpreting the terms of the contract. Such assistance shall not relieve the Contractor from responsibility for his work, in accordance with the Contract requirements and any work which proves faulty shall be made right by the Contractor. Representatives of the Engineer are without authority to alter or relax the terms of the Contract. Any alternations or relation of terms of the Contract shall be valid only if made in accordance with the procedures set forth under

Changes in the Work. Upon request of the Contractor, decisions, instructions, or interpretations of the Engineer's representatives will be issued in writing. Any claim by the Contractor that all decisions, instructions, or interpretations are not within the scope of the work, or that they entail cost beyond the scope of the Contract shall be made to the Engineer in writing and within five days of such ruling, and before the work involved is performed, otherwise interpretations are accepted without question. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineers, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. The Contractor shall pay to the Owner all expenses, losses, and damages, incurred in consequence of any defect, omission or mistake of the Contractor, or his employees, or the making good thereof.

Possession of Site and Responsibility: Upon taking possession of the site, the Contractor shall be responsible thereafter until the final acceptance of the work by the Owner for the management, care and maintenance of the site and the work both new and existing and shall be solely and wholly responsible for damage thereto and for any and all injury to persons or property incident to or on account of the execution of this work and shall adjust all the claims or suits arising there from, without loss to the Engineer or the Owner. Any approval of means or methods of construction, or protection of persons or property, shall not relieve the Contractor from sole responsibility for the adequacy of such means or methods. The Contractor has no authority to permit the use of any portion of the premises by anyone except for business connected with the construction in which his contract is concerned.

Cleaning During Construction and at Completion of Work: The Contractor shall keep the premises clean at all times and shall remove all rubbish as often as directed by the Engineer and Owner. If the Contractor does not at all times provide men to attend to the cleaning up, on request, in a manner acceptable to the Engineer, the Engineer may employ such men direct and charge the cost of same to the account of the Contractor.

Owner's Right to do Work: If the Contractor shall neglect to prosecute the work properly, and in a diligent manner or fail to perform the provisions of the Contract, the Owner may, after three days written notice to the Contractor, without prejudice to any other remedy, make good such deficiencies and may deduct the net cost thereof from the payment then or thereafter due the Contractor provided however, the Engineer shall approve both such actions and the amount charged to the Contractor.

Right of Owner to Terminate Contract: In the event that any of the provisions of this contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the

Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

Termination by Owner for Convenience: The Owner may, without cause or for any reason, terminate the Agreement and performance of the Work under the Contract Documents for convenience. The Owner shall give written notice of such termination to the Contractor specifying the date that termination becomes effective. Unless otherwise directed in writing by the Owner, the Contractor shall incur no further obligations in connection with the Work, and the Contractor must stop Work when such termination becomes effective. The Owner may direct the Contractor to assign the Contractor's right, title and interest to orders or subcontracts to the Owner or the Owner's designee; otherwise, the Contractor shall terminate outstanding orders and subcontracts and settle or otherwise resolve the liabilities and claims arising out of the termination of orders and subcontracts. The Contractor shall transfer title and deliver to the Owner all such completed or partially completed Work and materials, equipment, parts, fixtures, information and documents. The Contractor may submit a claim for payment to the Owner, specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. IF THE CONTRACTOR FAILS TO FILE A CLAIM FOR TERMINATION PAYMENT WITHIN SIXTY (60) DAYS FROM THE EFFECTIVE DATE OF TERMINATION, ANY CLAIM FOR AMOUNTS PAYABLE UNDER THIS SECTION, OR OTHERWISE, SHALL BE WAIVED BY THE CONTRACTOR AND THE OWNER SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE ARISING OUT OF, OR RELATING TO, THE TERMINATION FOR CONVENIENCE.

Acceptance: When the job is completed the Contractor shall notify the Engineer to this effect and shall request a final inspection. No work shall be accepted until the final inspection has been made and the job approved by the Engineer. Within ten (10) days after the final inspection the Engineer shall inform the Contractor in writing of the acceptance or rejection of the job and if the job is accepted the maintenance and guarantee periods will begin from this date.

Interference with and Protection of Streets and Waterways: The Contractor shall not close or obstruct any portion of a street, road, private way, waterway or river, without obtaining permits from the proper authorities. He shall place and at all times keep proper guards and at night suitable and sufficient warning lamps for the prevention of accidents; shall furnish watchmen to direct traffic where required to protect life or property; and shall observe police regulations and local ordinances. If any such way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as necessary. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable watertight vehicles for the purpose.

Access to Work: The Owner and Engineer, and their agents and employees may, for purposes already specified and for any other purposes, enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities thereof. Representative of the appropriate State and Federal regulatory agencies and the local governing body shall be provided access to the work during normal working hours.

Precautions During Adverse Weather: During adverse weather, the Contractor shall take all necessary precautions so that the work may be done properly and satisfactory in all respects. The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be in any season.

Accident Prevention: The Contractor shall exercise precautions at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. The foregoing shall be as indicated by the Engineer if it becomes necessary.

8. CONTROL OF MATERIALS

Right to Materials: Nothing in the Contract Documents shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

“Or Equal” Clause: Whenever in any section of the Contract Documents any article, materials, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term “or equal”, if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer’s products of comparable quality, design, and efficiency.

Material and Workmanship: Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, appliances, light, power, transportation and all facilities necessary for the proper execution and satisfactory completion of the work. Unless otherwise specified all materials shall be new and both materials and workmanship shall be of good quality. The Contractor shall furnish satisfactory evidence and quality of materials intended to be used, if required. Should any dispute arise as to the quality or fitness of any materials or workmanship, the decision shall rest with the Engineer and shall be based on the requirements that all material furnished and all work done shall be of good quality, and what might be usual and customary in the erection of other structures shall in no way enter into any consideration or decision.

It is not incumbent upon the Engineer to give the Contractor early notice of the rejection of faulty materials or workmanship or in any case to superintend to the extent of relieving the Contractor of responsibility for any consequence of neglect or carelessness of himself or of his subordinates. All materials and labor shall be delivered and furnished at such time as shall be for the best interest of all concerned to the end that the combined work of all may be properly and fully completed on time.

Storage of Apparatus and Materials: All equipment and materials shall be stored in such manner as to insure the preservation of their quality and fitness for the work. Materials stored shall be located so as to facilitate prompt inspection and shall be confined to space designated by the Engineer. Should it become necessary at any time during the progress of the whole project to move materials which have been temporarily placed previous to

their use in the construction, the Contractor shall, when so directed by the Engineer or Inspector, move them without additional cost to the Owner.

Shop and Working Drawings: The Contractor shall provide the Engineer with four copies of shop drawings of any structure or material which requires details not shown on the construction drawings. The Contractor shall provide shop drawings of any structure he intends to build in order to facilitate the construction of the project as a whole. The Contractor is to check shop drawings before sending them to the Engineer for approval and shall mark them as approved. The Engineer shall then check shop drawings and approve or disapprove them. Approval will not relieve the Contractor of any responsibility for accuracy of dimensions or details.

Shop drawings shall be stamped by the Engineer with the following classifications:

- No Exception Taken: No corrections, no marks. Contractor shall submit copies for distribution.
- Make Corrections Noted: A few minor corrections. Items may be ordered as marked up without further resubmission. Submit corrected copies for distribution.
- Amend and Resubmit: Minor corrections. Item may be ordered at the Contractor's option. Contractor shall resubmit drawings with corrections noted.
- Rejected-Resubmit: Major corrections or not in accordance with the Contract Documents. No item shall be ordered. Contractor shall correct and resubmit drawings.
- Submit Specified Item: Equipment unacceptable, submit specified item.

Corrections to shop drawings shall not relieve the Contractor from the obligation to complete the project within the time allowed by the Contract Documents. The Engineer's examination, suggestions and review will not be directed, and shall not be understood to relate to strength, adequacy or sufficiency of such things, which are and will remain solely the responsibility of the Contractor.

9. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Obligations and Liability of the Contractor: The Contractor shall take all responsibility for the work done under this contract; for the protection of the work; and for preventing injuries to persons, and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any rights of the Engineer to give permission or issue orders relating to any part of the work or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amounts or character of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Contractor shall assume the defense of all claims of whatsoever character against the Contractor or the Owner, and indemnify, save harmless and insure the Owner, its officers or agents, against all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from claims relating to labor and

materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fee.

Right-of-Way: Where parts of the project traverse private property, right-of-way shall be obtained by the Owner at no expense to the Contractor. Should it become necessary for the Owner to delay the Contractor for right-of-way procurement, the Owner reserves the right to do so, provided that such delay is reasonable. An extension of time will be granted for such a delay. No additional compensation will be granted to the Contractor for any delays. Where the project, or any part thereof, traverses public roads or easements, the Contractor will make, with the adjacent property owners, all necessary arrangements for the construction of the project.

Minimum Wage Rates: The Contractor shall not pay less than the minimum wage rates established by any governmental agency having jurisdiction.

Jurisdictional Disputes: The Engineer or Owner shall not be brought into any dispute or controversy by reason of inadvertence of seeming necessity for issuing this specification in the form herewith presented. No arrangement of topics or other interrelation or reference used throughout in connection with any Contract Documents shall be construed by anyone to be interference on the part of either the Engineer or the Owner with any jurisdiction or other trade rules or agreement.

Insurance: At a minimum, the Contractor shall carry Workmen's Compensation Insurance and shall have all Subcontractors carry Workmen's Compensation Insurance and shall carry Comprehensive Liability Insurance covering all operations and vehicles. Additional insurance coverage may be required as directed by the Owner, and shall be paid by the Contractor at no additional expense to the Owner. The Contractor shall name the Owner as an additional insured party on all insurance policies.

The Contractor shall submit certificates of insurance showing minimum coverage as follows:

- | | | |
|-----|---|------------|
| (1) | Workmen's Compensation - As required by State Law | |
| (2) | Comprehensive General Liability | |
| | (a) Each Person | \$ 500,000 |
| | (b) Each Occurrence | 1,000,000 |
| (3) | Vehicle Liability | |
| | (a) Each Person | 300,000 |
| | (b) Each Occurrence | 500,000 |
| (4) | Property Damage Insurance | 200,000 |

Permits and Licenses: The Contractor, at his own cost and expense, shall take out all other necessary permits from railroad, street, highway and public utility companies and from the state, county, municipal and other public authorities, and shall comply with all regulations and execute and carry out all license or other agreements which may be required by those affected; shall give all notices required by law or ordinance; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by

the contract. All expenses involved in connection with the possible placing of watchmen, flagmen and other protective services, or the erection of any temporary structures deemed necessary by the company or by the Owner, shall be borne by the Contractor.

Where applications for permits for state highways or other crossings must be submitted by the Owner, the Contractor shall prepare such forms for the Owner and shall pay all costs, charges, etc. The Contractor shall be responsible for meeting all conditions of permits and acceptance of final work by all agencies concerned. The Contractor shall file a copy of all permits and licenses secured with the Engineer.

Compliance with Laws: The Contractor shall keep himself fully informed of all existing and future State and Federal laws, all regulations of various departments or agencies of the State in which the work is performed, and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers and agency against any claim or liability arising from and based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

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

Social Security and Sales Taxes: The Contractor shall be liable for all State and Federal Payroll or Social Security and Sales and Use Taxes that are in force at the time of the award of the Contract except taxes the Owner may be exempt from.

Patents and Royalties: The Contractor shall forever protect and defend the Owner against all demands whatsoever, involving the full and free use and enjoyment of any and all rights to any invention, machine or device, which may be applied as a part of the work, either in the construction or after construction. The Contractor shall notify the Owner in writing as to any such demands on the above rights upon which the Contractor may have to pay any royalties.

Occupying Private Land: The Contractor shall not, except after consent from the private parties, enter or occupy with men, tools, materials, or equipment, and land outside the easements or property of the Owner. The Contractor shall furnish signed copies of agreements with private parties involving use of private land in connection with the Contractor's work on this project before entering upon said private property.

Noise to be Minimized: The Contractor shall so conduct all his operations that they will cause the least annoyance to the residents in the vicinity of the work. All reasonable precautions shall be taken to minimize the noise of the construction operations. Trucks carrying spoil, concrete or other materials shall be routed over such roads as will cause the least annoyance to the public.

Explosives and Blasting: No explosives or blasting will be allowed without prior review and approval. If blasting is permitted by the appropriate regulatory authorities, the Contractor shall adhere to all laws, rules and regulations in regards to explosives handling and blasting operations. The Contractor shall notify the Engineer in advance of the day and time when charges are to be set off. The Contractor shall be responsible and shall make good any damage to property, whether or not owned by the Owner.

10. PROSECUTION AND PROGRESS

Time of Beginning Work: The Contractor shall commence work on a date as stated in the Notice to Proceed.

Time for Completion and Liquidated Damages: It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (1) To any preference, priority, or allocation order duly issued by the government.
- (2) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, acts of the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
- (3) To any delays of Subcontractors occasioned by any of the causes specified in subsections (1) and (2) of this article.

Provided, further that the Contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing, of the causes of the delay, who shall ascertain the

facts and extent of the delay and notify the Contractor within a reasonable time of his decision in the matter.

Extension of Time: Should the Contractor be delayed at any time due to causes beyond his control or due to extra work ordered by the Owner, the Contractor shall within seven (7) days of such delay request extension of time from the Engineer who shall decide if the Contractor has sufficient grounds for an extension and how much time is to be granted.

Night Work: No night work requiring the presence of the Engineer or Inspector will be permitted, except in case of emergency and then only to such an extent as is absolutely necessary, provided that this clause shall not operate in case of a crew organized for regular and continuous night work, and on work which can satisfactorily be performed at night.

Work on Sundays and Holidays: No work on Sundays or Holidays will be permitted, except in case of great emergency and then only upon written notification of the Engineer. Any request to work on a Holiday shall be submitted in writing at least 48 hours in advance.

Final Inspection: After cleaning up of the work, premises, adjacent properties, streets, or other areas or structures in any way connected with the performance of the contract, the work as a whole shall be observed by the Engineer. Any workmanship or materials found not meeting the requirements of the Contract Documents shall be removed by and at the expense of the Contractor and good and satisfactory workmanship or material substituted therefore. All settlements, defects or damage upon any part of the work shall be remedied and made good by the Contractor.

11. ESTIMATES AND PAY REQUESTS

Pay Estimate: At least 30 days before each progress payment falls due, the Contractor shall submit a detailed estimate of the amount earned during the preceding month for the separate portions of the work, and request payment. The words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. The Engineer will, after receipt of each request for payment, recommend payment or return the request to the Contractor indicating the reasons for refusing to recommend payment. In the latter case, the Contractor may, within 7 days, make the necessary corrections and resubmit the request.

The Engineer may refuse to recommend the whole or any part of any payment because:

- (1) The work is defective, or completed work has been damaged requiring correction or replacement;
- (2) Written claims have been made against Owner or Liens have been filed in connection with the work;
- (3) The Contract price has been reduced because of Change Orders;
- (4) The Contractor's unsatisfactory prosecution of the work in accordance with the Contract Documents; or

- (5) Contractor's failure to make payment to Subcontractors or for labor, materials, or equipment.

Deduction from Estimate: The Owner will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the job site but not incorporated into the work.

Qualification for Partial Payment and Materials Delivered: Qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below:

- (1) Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than \$200 for any one item.
- (2) To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to include a list of such materials on the Partial Payment Request. At his sole discretion, the Engineer may approve items for which partial payment is to be made. Partial payment shall be based on the Contractor's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.
- (3) Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
- (4) If requested by the Engineer, the Contractor shall provide with subsequent pay requests, invoices received by the supplier showing payment in full has been made.

Payment: After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned, the amount due will be paid to the Contractor.

Liens: Neither the final payment or any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that insofar as he has knowledge or information, the releases and receipts include all the materials and labor for which a lien might be filed, but the Contractor may, if any subcontractor refuses to furnish a release of claims or receipts in full, furnish a bond satisfactory to the Owner to indemnify him against any lien. If any lien should remain unsatisfied after all payments are made then the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable Attorney's fees.

Claims for Damages: If the Contractor claims compensation for any damages sustained by breach of contract or otherwise, be the same based on claims that due and full credit has not been given the Contractor for work performed or material furnished in accordance with the terms of the contract or for any other cause, he shall promptly after sustaining any such damage, make a written statement of the nature of the damage sustained, to the Engineer, and shall on or before the fifteenth day of the month following that in which the damage shall have been sustained, file with the Engineer and itemized statement of the details and amounts of such damage, and unless such statement is made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

General Conditions: The General Conditions shall apply to all work in this contract, except as otherwise specified in the Special Conditions. Requirements of the Special Conditions supersede those of the General Conditions.

Location: The site of the proposed work is in Colquitt County, Georgia at the end of Fairground Road directly east of the building commonly known as the County Ag Building.

Description of Work: The work to be done hereunder includes the furnishing of all necessary machinery, equipment, tools, labor and other construction means, and all materials and equipment required to perform all work as set forth and called for by the Contract Documents and including the placing of the entire project into satisfactory operation.

Construction Plans: Prepared by Innovate Engineering & Surveying, LLC as follows: "Construction Plans for Colquitt County Indoor Archery Range", dated 10/30/2023, consisting of Cover and 8 sheets.

Time of Contract and Notice to Proceed: The contractor shall start upon notice to proceed by the Engineer and shall meet the following construction milestones established by Colquitt County and complete the entire work within **120** calendar days. In the event the contractor shall not complete the work within the time limits, liquidated damages shall be paid to the owner at a rate of **\$500.00** per calendar day.

Accident Prevention: Precautions shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. The foregoing shall be as indicated by the Engineer if it becomes necessary.

Construction Standards: All construction shall be in accordance with the Colquitt County and Georgia Department of Transportation Standard Specifications for Construction. The Contractor is to verify all elevations of proposed structures as shown in the plans to ensure positive drainage prior to any construction. All erosion control devices and measures shall be as specified in the Manual for Erosion and Sediment Control in Georgia. Signage and Traffic Control shall be placed in accordance with the MUTCD and/or GDOT Specifications to protect the motoring public and his work force while the work is being performed. The most stringent standard, specification and/or regulation shall govern unless otherwise directed by the Engineer and/or his representative. Any discrepancies or conflicts shall fall under the interpretation of the Engineer and/or his representative.

Use of Premises: The contractor shall confine his work, the storage of materials, and the operation of his workmen to the limits developed by laws, ordinances, permits or directions of the Engineer and shall not unduly encumber the premises with his materials.

Permits: The contractor shall abide by all rules, regulations, and requirements of the Owner of such property in regard to the construction under the contract including the giving of notices, provisions for inspection, and employment of such methods of construction as may be required. Whenever additional costs are incurred due to such requirements, all such costs shall be included in the prices bid. No additional compensation will be allowed for such costs after award of the contract.

Work by County and Utilities: The contractor shall be responsible for complying with County requirements and shall pay for all required work in connection therewith, whether performed by himself, the County, Utility Companies, or others.

Materials Furnished: All materials necessary under this contract and items listed in the Bid will be furnished and installed by the contractor unless otherwise specified. All materials shall meet Department of Transportation specifications.

Delivery of Materials: The Owner will not be responsible for delays in delivery of materials. No extra compensation will be allowed because of resulting expense. This also refers to items not listed in the Bid and may be termed as extra work which may be added on the project site by the Engineer.

Moving Materials: If it becomes necessary at any time during the construction to move materials which are to enter into the construction, which materials have been temporarily placed, the contractor or subcontractor shall, when so directed by the Engineer move them or cause them to be moved without additional cost to the Owner.

Owner's Option: In all cases where the choice of more than one make or style of material is specified, the final selection of material rests with the Owner. Where any difference occurs in price, such difference is to be given at the time bids are submitted. After the contracts have been signed, the Owner reserves the right to choose whichever material he desires, assuming that the price increased thereto and approved, or other words to that effect, is to be taken the same as if the choice of more than one material was specified and the selection will rest with the Owner the same as above.

Materials Testing: Materials furnished for all construction shall be subject to testing at all times by the Engineer and any samples or specimens selected for test shall be furnished at no cost to the Owner. All tests shall be made by a recognized testing laboratory acceptable to the Engineer. The following materials will be subject to test in accordance with the latest standards and tentative standards of the American Society for Testing Materials (ASTM) and the Georgia Department of Transportation, Division for Test and Investigation: Cement, sand, coarse aggregate, brick, pipe, concrete, asphalt, base, curing compound and any other material that is used.

These tests shall be performed by an independent testing laboratory approved by the Engineer. The cost of tests of whatever nature shall be borne by the contractor. No separate payment will be made for tests and all costs in connection herewith shall be included in the price bid for the applicable item.

Inspection: Inspection on the project will be done by Colquitt County.

Items Not Listed in the Proposal: If some item of work is required which is not covered in the Contract Documents, the Owner reserves the right to do these items with its own forces.

Stockpile of Soil: A suitable amount of topsoil, needed for final dressing of disturbed areas, excavated for utility construction shall be stockpiled in one location on-site. All other excavated materials shall be removed from the site. Coordinate the location of any stockpiled material with the Owner.

Clearing, Grubbing and Disposal of Deleterious Material: Any soil or material encountered during excavation deemed to be unusable for backfill or topsoil shall be removed from the site at no additional cost to the Owner. No such material shall be placed or remain within the project area. Unused spoil material and excess debris shall not be placed within private property without written consent from the private property owner. The Contractor may temporarily place unused spoil material and excess debris within a designated lay down area; however, said materials must immediately be removed and disposed prior to the end of the project or at the request of the Owner.

Restoration of site: The contractor shall return the site to its pre-construction condition in the areas outside of the construction limits. This includes any construction roads used across the site to get to the construction area. The construction road shall be grassed and mulched to provide a stand of permanent grass. All temporary erosion control measures used during construction shall be removed and the areas stabilized with grass and mulch.

Traffic Control: The Contractor shall be responsible for placing construction signs, detour signs, and other traffic control devices to protect the motoring public and his work force while the work is being performed. This signage and traffic control shall be placed in accordance with the MUTCD, current edition. The Contractor shall install soft/low shoulder signs.

Pre-Construction Meeting: A general pre-construction meeting will be scheduled and location determined by the Engineer.

Lines and Levels: The Contractor is responsible for providing all surveying and staking.

Erosion & Sediment Control: The Contractor is responsible installing BMP's as needed to prevent escape of sediment from disturbed areas within the project area.

Road Closures: The Contractor shall call 911 and the County school bus shop prior to road closures, should they become necessary, and provide dates of closure and opening.

END OF SPECIAL CONDITIONS

SECTION 01150

MEASUREMENT AND PAYMENT

GENERAL

No quantities shall be measured for payment except items listed in the proposal unless the Owner and Engineer have approved "Extra Work" in accordance with the Contract Documents and have so advised the Contractor in writing.

Any and all other materials, labor, etc., furnished and required shall be considered as incidental to the items to be measured for payment.

The quantities to be paid for shall be determined by actual measurement of the amounts placed. The Engineer or Inspector shall make all measurements and the Contractor shall make certain all work has been measured before concealing; otherwise, he may be required to uncover or make accessible any work so concealed.

PAYMENT

Payment shall be made by the Owner to the Contractor as follows:

Payments are made by the Owner monthly. Ninety percent (90%) of the value, based on the contract price of labor and acceptable materials incorporated in the work, and ninety percent (90%) of the net value exclusive of the Contractor's overhead and profit of acceptable material suitably stored at the site, up to the first day of the month as estimated by the Engineer less the aggregate of previous payments, it being agreed that the Engineer shall have the right to finally determine the amount currently due to the Contractor, and that the aggregate of all payments made prior to the acceptance of the completed work shall in no event exceed ninety percent (90%) of the total contract price; the remainder of the contract price after deducting all monthly payments, shall be paid within sixty (60) days after acceptance of the completed work by the Engineer. Provided, however, that neither said contract price nor any part thereof, nor any amount agreed upon additional thereto, shall be due and payable until the Contractor shall have executed and/or delivered to the Owner any and all waivers, required by the Mechanic's Lien Law of the State of Georgia, or which the Owner may reasonably require as evidence of the fact that no right to lien exists in favor of the Contractor, subcontractor, laborers, and/or material men. In lieu of, or in addition to, any or all of the above provisions, the Owner reserves the right to make final payment payable to the joint account of the Contractor and the Bonding Company.

APPLICATION FOR AND CERTIFICATION OF PAYMENT

The Contractor shall submit to the Engineer an application for each payment and if required, receipts or other vouchers showing his payment for materials and labor, including payments to subcontractors.

The following statement must appear on each pay request, signed by the Owner and sworn to before a Notary Public:

“The undersigned Contractor certifies that, to the best of the Contractor’s knowledge, information and belief, the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work, materials and equipment for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.”

Within a reasonable time after receipt of application by the Contractor, the Engineer shall issue a certificate for payment to the Contractor of such amount as he decided to be properly due.

All work covered by partial payments made shall thereupon become the sole property of the Owner, and materials so covered shall become the property of the Owner, reserved for the sole purpose of furthering the work under this contract, but these provisions shall not be construed as relieving the Contractor from responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the owner to require the fulfillment of any of the terms of the contract.

PAYMENT WITHHELD

The Engineer may withhold or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the Owner from loss on account of defective work not remedied, claims filed, or reasonable evidence indicating probable filing of claims, failure of the Contractor to make payments properly to subcontractors, or for materials and labor, or for a reasonable doubt that the contract cannot be completed for the balance then unpaid or damage to another contractor.

When the above grounds are removed, payments shall be made for the amounts withheld because of them.

MEASUREMENT AND PAYMENT

Measurement: This project will be measured as a Lump Sum.

Payment: This project will be paid at the Contract Lump Sum Price.

END OF SECTION

SECTION 01380

VISUAL PRECONSTRUCTION RECORD

PART 1 - GENERAL

1.1 GENERAL

The Contractor shall be fully responsible for securing a visual preconstruction record of the entire work area to protect from claims which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor. The record must be furnished to the Owner or Engineer prior to any work being started. Failure on the part of the Contractor to provide the Owner or Engineer with a visual preconstruction record prior to the start of work, relieves the Owner and Engineer of any responsibility to assist the Contractor in resolving any conflict that may arise involving claims for damages.

1.2 VIDEO

The Contractor shall furnish the Owner or Engineer with a DVD video taken with a conventional video camera showing the entire area affected by the construction prior to undertaking any work. The video shall include in detail actual preconstruction conditions of all sites where structures are to be built or pipelines installed; at each street intersection; all sidewalks; driveways; pavements to be cut or jacked and bored; pavements adjacent to work; existing structures that will be modified or that are near the proposed work; existing ditches or streams; drainage structures; utilities; poles; overhead power, telephone, or cable TV lines; fences; or any other facilities that may be affected by the construction. The video shall show the actual date the pictures were taken and, where possible, a representative of the Owner or Engineer should be seen in the video. A complete audio narrative shall be included, describing any existing defective conditions noted during the filming.

1.3 PHOTOGRAPHS

The Contractor, at his expense, shall furnish the Engineer one (1) set of professional quality 3-inch x 5-inch color photographs of each street intersection, sidewalk, or driveway within the limits of the Work, taken and transmitted to the Engineer before the area is disturbed by the Contractor's activities. All work falling within wooded easements, where there are no existing improvements, is exempt from the requirements of this Paragraph. A minimum of two views shall be taken at each location. In those sections of the Work where no street intersections, sidewalks, or driveways are encountered, photographs shall be taken along the run of the work at intervals not exceeding 200 feet. Other means for providing a photographic record of the preconstruction site conditions may be used by the Contractor with advance written approval of the Engineer.

END OF SECTION

SECTION 01560

EROSION AND WATER POLLUTION CONTROL

1. SCOPE

- 1.1 The work specified in this Section consists of measures required to control erosion on the project and in areas outside the work where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects on public or private property adjacent to the project site and damage to work on the project. These measures will consist of construction and maintenance of temporary erosion control features or, where practical, the construction and maintenance of permanent erosion control features as shown on the plans or as may be directed by the Engineer.
- 1.2 The installation of temporary erosion control features shall be coordinated with the construction of the permanent erosion control features to the extent necessary to assure economical, effective and continuous control of erosion and water pollution throughout the life of the contract.
- 1.3 It is the intent of this Specification that the Project and the Contractor comply with all applicable requirements of the Erosion and Sedimentation Act of 1975, as currently amended, and the City, County and State Soil Erosion Ordinance. All erosion and sediment control measures shall be installed in accordance with the "Manual for Erosion & Sedimentation Control in Georgia", current edition, designed for a 25-year storm event and installed prior to the initiation of construction activities. All erosion and sediment control measures shall be installed prior to initiation of any land disturbance associated with the project.

The Manual for Erosion and Sediment Control in Georgia further defines practices and requirements. The Contractor is responsible for maintaining all sediment and erosion control measures on the project site during construction. The Contractor is responsible for any damage caused due to failure to implement these requirements. Where applicable a Land Disturbing Activity (LDA) Permit has been obtained by the Owner so that periodic inspections may be made. The Contractor is to cooperate with the person performing these inspections.

24-Hour Contact
Mr. Stan Kirksey
Colquitt County Public Works Director
209 Destiny Drive
Moultrie, GA 31788
(229) 616-7480

2. WATER POLLUTION CONTROL

- 2.1 The Contractor shall take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments, with fuels, oils, bitumens, calcium chloride, or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise minimize pollution or siltation of such streams, etc., and to avoid interference with movement of migratory fish. No residue from dust collectors or washers shall be dumped into any live stream.
- 2.2 Construction operations in rivers, streams, lakes, reservoirs, canals, and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown on the plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, rivers, streams and impoundments shall be promptly cleared of all obstructions placed therein or caused by construction operations.
- 2.3 Frequent fording of live streams with construction equipment will not be permitted. Wherever an appreciable number of stream crossings are necessary at any one location, a temporary bridge or other structure shall be used.
- 2.4 Except as necessary for construction, excavated material shall not be deposited in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.
- 2.5 Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, the water shall be treated by one or more of the following methods prior to discharge into State waters: pumping into grassed swales or appropriate vegetated areas; sediment basins, or confined by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate.
- 2.6 The Contractor shall not disturb lands or waters outside the limits of construction as staked.

3.0 PLANS

An Erosion, Sedimentation and Pollution Control Plan is not required due to the size of the project. Best Management Practices shall be implemented as needed.

4.0 MATERIALS FOR TEMPORARY EROSION CONTROL

Materials used for the construction of temporary erosion control not to be incorporated into the completed Project may be new or used. Acceptance will be on the basis of visual inspection by the Engineer when no testing is required.

5.0 CONSTRUCTION REQUIREMENTS

The methods for controlling erosion and preventing water pollution are the responsibility of the Contractor. However, the Contractor must follow the conditions and requirements of the Standard Specifications, Construction of Roads and Bridges, Georgia Department of Transportation, latest Edition.

Implementation of the requirements of the Act is based on the following principles:

- A. The disturbed area and the duration of exposure to erosion elements should be minimized.
- B. Stabilize disturbed areas immediately.
- C. Retain or accumulate runoff.
- D. Retain sediment.
- E. Do not encroach upon watercourses.

6.0 SYMBOLS

The Soil Erosion and Sedimentation Control Plan contains standard symbols for the different types of measures for implementing the Act. These symbols are defined for conditions, design criteria and construction specifications in Sections II and III of the Manual.

7.0 SPECIFIC REQUIREMENTS

- A. All disturbed areas shall be grassed by sodding or seeding, fertilizing, mulching and watering to obtain a ground cover which prevents soil erosion.
- B. All measures installed for sediment control shall be checked at the beginning and end of each day when construction is occurring to ascertain that the measures are in place and functioning properly.

8.0 BEST MANAGEMENT PRACTICES (BMP'S)

All Best Management Practices (BMP's) shall be installed as directed by the Engineer in the Erosion Sediment and Pollution Control (ES&PC) Plan in accordance with the most

recently published version of the Manual for Erosion and Sediment Control in Georgia (Manual) at the time of construction. All BMP's shall be maintained and repaired as needed according to specifications listed in the Manual as soon as practical but no case later than twenty-four (24) hours after discovery.

9.0 PAYMENT

The work specified in this section will not be measured for direct payment. Payment will be included in the price for the item of work for which it is required.

END OF SECTION

SECTION 01601

“AS BUILT DRAWINGS” SPECIFICATIONS

1. SCOPE:

The work included in this section shall include all labor, material, and incidentals required for the Contractor to provide an As-Built Drawing for the construction project.

2. CONTRACTOR’S REQUIREMENTS:

The contractor will prepare an As-Built drawing which adequately depicts the construction activities. It is the Contractor’s responsibility to prepare the As-Built drawing in both an electronic format and as two (2) sets of reproducible plans. The Contractor shall submit the As-Built drawing to the Engineer upon completion of the project. The Contractor may use the base drawings as provided by the Engineer during preparation of the As-Built drawing. It will be the Contractor’s responsibility to modify the proposed construction items to reflect all changes which are made during the project. It is not acceptable for the Contractor to re-submit the Engineer’s base map without first checking for changes which are made during construction. The Contractor shall employ a Surveyor licensed in the State of Georgia for the purpose of preparing the as-built drawing.

3. ENGINEER’S REQUIREMENTS:

The Engineer will provide to the Contractor a base drawing for the Contractor’s use in preparing the As-Built drawing. The base drawing may be either an overall drawing, or it may be individual drawings. It shall be the Engineer’s responsibility to provide boundary survey information for site projects, or to provide right-of-way/easement information for linear projects. The Engineer’s base map shall also include above-ground topographic data for existing features. The Engineer’s base map may include contours or spot elevations. The Engineer’s base map may include the proposed construction items.

Upon receipt of the Contractor’s As-Built electronic drawing and the Contractor’s reproducible set of As-Built drawings, the Engineer will be the designated keeper of the As-Built drawings. Once the drawing has been submitted to the Engineer, any future revisions to the As-Built drawing (additions or corrections) must be coordinated with the Engineer.

4. DRAWING REQUIREMENTS:

The As-Built drawing shall be prepared in both an electronic format and as two (2) reproducible set of drawings. The final As-Built drawing shall be submitted in the design software package that the Engineer used for the base map. The set of reproducible drawings shall be sealed by a Surveyor licensed in the State of Georgia. In general, the Engineer uses either AUTOCAD or MICROSTATION. The exact package and version can be checked by examining the construction plans.

5. DATA REQUIREMENTS:

The As-Built Drawing shall provide the horizontal and vertical location for the items which are constructed. All horizontal coordinates and vertical elevations shall be based upon the Engineer's coordinate system and vertical datum. The Contractor shall ensure the two (2) independent control points/benchmarks are located within the project limits and are shown on the As-Built drawing. The two (2) points shall be located in a relatively safe place so that they will likely remain in place in the future. The following sub-sections list those items which are required. Whereas the list is specific and detailed, other items which are constructed, but are not listed shall also be shown on the As-Built drawing. All pertinent information shall be provided on the drawing.

A. Water Projects

1. Alignment of water mains with pipe material and size designated
2. Fire hydrants
3. Valves
4. Water meter boxes with size of service designated
5. Location of service saddles on the main
6. Jack and Bore locations with casing size designated

B. Sewer Projects

1. Alignment of sewer mains with pipe material and size designated
2. Manhole locations, including rim and invert information
3. Distance and slope of pipe between manholes
4. Angle between manholes designated
5. Distance of each sewer lateral from manhole as well as the lateral's length
6. Pump station and valve pit locations, including rim and invert information

C. Storm Drainage Projects

1. Alignment of storm drain line with pipe material and size designated
2. Alignment of ditches or channels with material designated (i.e., earthen, fabric mat, rip-rap lines, concrete, etc.)
3. Structure locations, including rim and invert information

4. Headwall locations, including rim and invert information
5. Outlet protection areas
6. Distance and slope of pipe or channels between structures or turning points
7. Location of curb and gutter, including radius data and grade data
8. Curb and gutter detail
9. Side drain pipe with material and size designated

D. Street Projects

1. Alignment of street
2. Width of pavement
3. Pavement section detail
4. Sign designations and locations
5. Location of striping
6. Driveway locations, including width and type (i.e., asphalt, dirt, concrete, etc.)
7. Guardrail locations and anchorage types
8. Constructed centerline profile

E. Sidewalk Projects

1. Alignment of sidewalk
2. Location of handicapped ramps
3. Location of pedestrian crosswalk striping

F. Landfill Projects

1. Boundary of landfill cells
2. Typical section of construction
3. Alignment of underdrain, including pipe material and size designated
4. Underdrain manhole locations
5. Distance and slope of underdrain pipe between manholes
6. Angle between underdrain manholes designated

G. Wastewater Treatment Plant Projects

1. Structure Locations and Depths
2. Pipe Locations
3. Pond Locations (with material specified; i.e., concrete, synthetic liner, clay), Requirements include contours or spot elevations for the top of dam, bottom of pond, and toe of slope.
4. Power Lines (above ground or buried)
5. Building corners
6. Access roads
7. Sprinkler or center pivot locations
8. Electrical control panels

9. Valves
10. Fences
11. Groundwater Monitoring Wells
12. Drainage ditches
13. Storm drainage pipes
14. Alignment of underdrain, including pipe material and size designated
15. Underdrain manhole locations
16. Distance and slope of underdrain pipe between manholes
17. Angle between underdrain manholes designated

H. Elevated Storage Tank

1. Tank location
2. Foundation pad footprints designated
3. Altitude valve pit located
4. Lightning grounding system location
5. Alignment of water main, including pipe material and size
6. Alignment of overflow pipe and outlet drain
7. Valve locations
8. Elevation showing altitude of overflow pipe and of top of foundation

I. Deep Well Projects

1. Well house located
2. Well located
3. Actual well depth, casing diameter and depth, column size, bowl depths, static water level, and pumping water level at a flow rate shown in a typical section
4. Alignment of water main, including pipe material and size
5. Valve locations
6. Fence locations
7. Chemical injection points.

J. Grading Projects

1. Final topographic contours at the same contour interval shown on the base map
2. Location of outfall ditches

K. Site Development Projects

1. Building locations
2. Final topographic contours at the same contour interval shown on the base map
3. Location of outfall ditches

L. Other Utilities

1. Alignment of all utilities which are located by the Utility Protection Service. It may be necessary for the Contractor to either add or to modify the locations of utilities from the Engineer's base map
2. Spot elevations of existing utilities as discovered during construction activities

M. Adjacent Construction

For any other construction activities undertaken by a separate contractor, the Contractor shall provide any relevant information (i.e., driveway, single family house, utility company power pole etc.)

N. Other Items

In general, items other than those which are constructed are not required for the As-Built drawing. If extra items are required (i.e., flood plains, wetland delineations, surplus material disposal areas, etc.), a construction note will be placed in the plans that brings the requested item to the Contractor's attention.

6. TIME REQUIREMENTS:

The As-Built drawing shall be submitted to the Engineer with two (2) weeks of the completion of the construction activities. Final payment cannot be processed until the Engineer is in receipt of the Contractor's As-Built drawing.

7. MEASUREMENT AND PAYMENT:

Measurement and payment for work under this section shall be considered incidental to the cost of the bid items. No separate payment will be made unless a separate line item is established.

END OF SECTION

SECTION 02001

GENERAL AND AUXILIARY ITEMS FOR ROADWAY PROJECTS

1. SCOPE:

Under this heading shall be included the general and auxiliary items for roadway projects. Project specific items are identified in the pay item index in the bid proposal.

2. GEORGIA DOT STANDARD SPECIFICATIONS:

The following Georgia DOT specifications shall be in effect as identified by the pay items in the bid proposal.

<u>GA DOT Section</u>	<u>Specification</u>
150	Traffic Control
151	Mobilization
153	Field Engineer's Office

3. MEASUREMENT AND PAYMENT

Measurement and payment is described in Section 01150 (Measurement and Payment).

SECTION 02101

EARTHWORK FOR ROADWAY PROJECTS

1. SCOPE:

Under this heading shall be included the earthwork construction items for roadway projects.

2. GEORGIA DOT SPECIFICATIONS:

The following Georgia DOT specifications shall be in effect as identified by the pay items in the bid proposal.

<u>GA DOT Section</u>	<u>Specification</u>
201	Clearing and Grubbing Right-of-Way
202	Random Clearing and Grubbing
204	Channel Excavation
205	Roadway Excavation
206	Borrow Excavation
207	Excavation and Backfill for Minor Structure
208	Embankments
209	Subgrade Construction
210	Grading Complete
211	Bridge Excavation and Backfill
212	Granular Embankment
216	Unpaved Shoulders
218	Blanket for Fill Slopes
221	Special Subgrade Compaction and Test Rolling

3. MEASUREMENT AND PAYMENT

Measurement and payment is described in Section 01150 (Measurement and Payment).

SECTION 02205

CONSTRUCTION EROSION CONTROL FOR ROADWAY PROJECTS

1. SCOPE:

Under this heading shall be included the furnishing, installation, construction, maintenance, and removal of the roadway erosion control items. Project specific items are identified in the pay item index in the bid proposal.

2. GEORGIA DOT SPECIFICATIONS:

The following Georgia DOT specifications shall be in effect as identified by the pay items in the bid proposal.

<u>GA DOT Section</u>	<u>Specification</u>
160	Reclamation of Material Pits and Waste Areas
161	Control of Soil Erosion and Sedimentation
162	Erosion Control Check Dams
163	Miscellaneous Erosion Control Items
165	Maintenance of Temporary Erosion and Sedimentation Control Devices
166	Restoration or Alternation of Lakes and Ponds
167	Water Quality Monitoring
170	Silt Retention Barrier
171	Silt Fence
603	Rip-Rap
700	Grassing
706	Turf Establishment
708	Plant Topsoil
710	Permanent Soil Reinforcing
712	Fiberglass Blanket
713	Organic and Synthetic Material Fiber Blanket
714	Jute Mesh Erosion Control
716	Erosion Control Mats (Slopes)

3. MEASUREMENT AND PAYMENT

Measurement and payment is described in Section 01150 (Measurement and Payment).

SECTION 02401

MINOR DRAINAGE STRUCTURES

1. SCOPE:

Under this heading shall be included the furnishing, installation, and construction of the minor drainage structures for the roadway. Project specific items are identified in the pay item index in the bid proposal.

2. GEORGIA DOT STANDARD SPECIFICATIONS:

The following Georgia DOT specifications shall be in effect as identified by the pay items in the bid proposal.

<u>GA DOT Section</u>	<u>Specification</u>
550	Storm Drain Pipe, Pipe-Arch Culverts, and Side Drain Pipe
560	Structural Plate Pipe, Pie-Arch and Arch Culverts
561	Renovating Existing Pipe
573	Underdrains
574	Edgedrains
576	Slope Drain Pipe
577	Metal Drain Inlets
668	Miscellaneous Drainage Structures

3. MEASUREMENT AND PAYMENT

Measurement and payment is described in Section 01150 (Measurement and Payment).

SECTION 02501

SUBBASE AND BASE COURSE

1. SCOPE:

Under this heading shall be included the furnishing and installation of subbase and base courses. The project specific type of base is identified on the plans and in the bid proposal.

2. GENERAL SPECIFICATIONS FOR BASE AND SUBBASE COURSES:

Georgia DOT Standard Specification Section 300 is in effect.

3. SOIL-CEMENT CONSTRUCTION:

Georgia DOT Standard Specification Section 301 is in effect.

A. Mix Designs Prior to Construction:

i. DOT Projects:

On projects with DOT participation, the DOT will prepare a soil-cement mix design based on testing of the base material.

ii. Non-DOT Projects:

On projects without DOT participation, the Contractor shall be responsible for submitting to the Engineer for review a soil-cement mix design that is prepared by an independent geotechnical firm. The mix design will be determined either by DOT testing protocol, or by collecting samples at .1 mile intervals that alternate between left lane, center-line, and right-land, whichever is more stringent.

B. Quality Acceptance of Constructed Base:

i. DOT Projects:

On projects with DOT participation, the DOT will perform tests in accordance with Section 301.3.06 (Quality Acceptance), including strength tests. It is the Contractor's responsibility to fill the core void with suitable material.

ii. Non-DOT Projects:

On projects without DOT participation, the Contractor shall be responsible for submitting to the Engineer for review the density, strength, and compaction test results that are prepared by an independent geotechnical firm. Sample cores will be collected either by DOT sampling protocol, or by collecting samples at 1,500 foot intervals which vary from left lane, right lane, whichever is more stringent. It is the Contractor's responsibility to fill the core void with suitable material.

C. Performance Standard

The Contractor shall perform all corrective measures, at no cost to the Owner, required to ensure that the base meets the specification.

4. GRADED AGGREGATE (GAB) CONSTRUCTION:

Georgia Standard Specification Section 310 is in effect.

5. MEASUREMENT AND PAYMENT

Measurement and payment is described in Section 01150 (Measurement and Payment).

SECTION 02502

HOT MIX RECYCLED ASPHALT CONCRETE

1. SCOPE:

Under this heading shall be included the construction of one or more courses of bituminous plant mixture on the prepared foundation or existing roadway surface. The project specific type of pavement is identified on the plans and in the bid proposal.

2. HOT MIX ASPHALT CONCRETE CONSTRUCTION:

Georgia DOT Standard Specification Section 400 is in effect.

3. HOT MIX RECYCLED ASPHALTIC CONCRETE:

Georgia DOT Standard Specification Section 402 is in effect.

4. BITUMINOUS PRIME:

Georgia DOT Standard Specification Section 412 is in effect.

5. BITUMINOUS TACK COAT:

Georgia DOT Standard Specification Section 413 is in effect.

6. RUMBLE STRIPS:

Georgia DOT Standard Specification Section 429 is in effect.

7. MEASUREMENT AND PAYMENT

Measurement and payment is described in Section 01150 (Measurement and Payment).

SECTION 02511

CONCRETE PAVEMENT AND MISCELLANEOUS CONCRETE

1. SCOPE:

Under this heading shall be included the construction of “Portland Cement Concrete Pavement” and “Miscellaneous Concrete”. The project specific concrete is identified on the plans and in the bid proposal.

2. GEORGIA DOT STANDARD SPECIFICATIONS:

The following Georgia DOT specifications shall be in effect as identified by the pay items in the bid proposal.

<u>GA DOT Section</u>	<u>Specification</u>
430	Portland Cement Concrete Pavement
441	Miscellaneous Concrete

3. MEASUREMENT AND PAYMENT

Measurement and payment is described in Section 01150 (Measurement and Payment).

SECTION 02901

INCIDENTAL ITEMS FOR ROADWAY PROJECTS

1. SCOPE:

Under this heading shall be included the furnishing, installation, and construction incidental items. The project specific incidental items are identified in the pay item index in the bid proposal.

2. GEORGIA DOT STANDARD SPECIFICATIONS:

The following Georgia DOT specifications shall be in effect as identified by the pay items in the bid proposal.

<u>GA DOT Section</u>	<u>Specification</u>
611	Relaying, Reconstructing, or adjusting to Grade of Miscellaneous Roadway Structures
636	Highway Signs
641	Guardrail
643	Fence
652	Painting Traffic Stripe
653	Thermoplastic Traffic Stripe
654	Raised Pavement Markers
655	Pavement Arrow with Raised Reflectors
656	Removal of Pavement Markings
657	Preformed Plastic Pavement Markings

3. MEASUREMENT AND PAYMENT

Measurement and payment is described in Section 01150 (Measurement and Payment).