##### Urban Redevelopment Agency of the City of Forest Park

**745 Forest Parkway**

**Forest Park, Georgia 30297**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**for**

**Anvil Block Road, Phase III**

**Prepared by:**

**NV5 Engineers and Consultants, Inc.**

**1255 Canton Street, Suite G**

**Roswell, Georgia 30075**

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ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the City of Forest Park on behalf of the Urban Redevelopment Agency of the City of Forest Park (hereinafter referred to as the “Agency”), at City Hall, 745 Forest Parkway, Forest Park, Georgia 30297, until 12:00 noon on the 19th day of June 2020. NO BIDS WILL BE ACCEPTED AFTER THE 12:00 NOON DEADLINE. Those received late will be returned unopened. Bids will be opened at 3:00 p.m. on the 19th day of June 2020, in City of Forest Park offices, address above, at which time and place they will be publicly opened and read aloud, for furnishing all labor, materials, skill, tools and equipment for Anvil Block Road, Phase III.

All questions related to the documents or procedures must be submitted in writing to the NV5 Engineers and Consultants, Inc. before 5:00 p.m. on the 5th day of June, 2020. Questions received after this date and time will not receive a response. Questions should be submitted to:

NV5 Engineers and Consultants, Inc.

Attention: Rick Strickland

1255 Canton Street, Suite G, Roswell, Georgia 30075

Rick.Strickland@nv5.com

Plans and Specifications are entitled Anvil Block Road, Phase III, dated April 1, 2020 (“Drawings and Specifications) prepared by NV5 Engineers and Consultants, Inc. (the “Engineer).

The Drawings and Specifications together with this Agreement and any change orders and other amendments to this Agreement shall constitute the “Contract Documents” and shall be incorporated in and made a part of this Agreement by reference as if fully set out herein.

Plans can be uploaded at The City of Forest Park website under Business/Request for Proposals

Bid must be accompanied by an official bank check or bid bond in an amount of not less than five percent (5%) of the bid amount. Prior to beginning of construction, the successful bidder will provide a Performance Bond in the amount of not less than one hundred percent (100%) of the amount bid and a Labor and Material Payment Bond in the amount of not less than one hundred ten percent (110%) of the amount bid, both bonds which designate the Agency as obligee. In addition, the successful bidder must submit a Good Faith effort statement confirming the commitment of achieving the goal of Women, Minority and Locally Hired firms as stated in this contract prior to beginning construction.

Construction must begin within **ten (10) calendar** days from the date of receipt of the Notice to Proceed, as evidenced by official receipt of certified mail or acknowledgment of personal delivery, and must be substantially completed by no later than December 31, 2020, and fully completed no later than April 30, 2021, from and including the date of receipt of such notice.

**THE AGENCY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES IN BIDDING, AND TO RE-ADVERTISE.**

**INVITATION TO BID AND INSTRUCTIONS**

**INVITATION NO.**

Sealed proposals will be received by the Sealed proposals will be received by the City of Forest Park on behalf of the Urban Redevelopment Agency of the City of Forest Park (hereinafter referred to as the “Agency”), at City Hall, 745 Forest Parkway, Forest Park, Georgia 30297, until 12:00 noon on the 19th day of June 2020. NO BIDS WILL BE ACCEPTED AFTER THE 12:00 NOON DEADLINE. Those received late will be returned unopened. Bids will be opened at 3:00 p.m. on the 19th day of June 2020, in City of Forest Park offices, address above, at which time and place they will be publicly opened and read aloud, for furnishing all labor, materials, skill, tools and equipment for Hood Avenue Widening, Phase 1.

Plans and Specifications are entitled Anvil Block Road, Phase III, dated April 1, 2020 (“Drawings and Specifications”) prepared by NV5 Engineers and Consultants, Inc. (the “Engineer”), a list of which is attached hereto, which Drawings and Specifications together with this Agreement and any change orders and other amendments to this Agreement shall constitute the “Contract Documents” and shall be incorporated in and made a part of this Agreement by reference as if fully set out herein.

Plans can be uploaded at The City of Forest Park website under Business/Request for Proposals

Bid must be accompanied by an official bank check or bid bond in an amount of not less than five percent (5%) of the bid amount. If the contract is awarded, it will be awarded to the bidder whose proposal shall have met all the prescribed requirements. Prior to beginning of construction, the successful bidder will provide a Performance Bond in the amount of not less than one hundred percent (100%) of the amount bid and a Labor and Material Payment Bond in the amount of not less than one hundred ten percent (110%) of the amount bid, both bonds which designate the Authority as obligee.

Proposals must be submitted to the City of Forest Park, on behalf of the Agency, at the City of Forest Park City Hall, address above, Attention: James Shelby.

All questions related to the documents or procedures must be submitted in writing to NV5 Engineers and Consultants, Inc., before 5:00 p.m. on the 5th day of June 2020. Questions received after this date and time will not receive a response. Questions should be submitted to:

NV5 Engineers and Consultants, Inc.

Attention: Rick Strickland

1255 Canton Street, Suite G, Roswell, Georgia 30075

Rick.Strickland@nv5.com

After the bid is awarded, a preconstruction conference with, at a minimum, the Sponsor, the Engineer and the Contractor will be held.

Construction must begin within **ten (10) calendar** days from the date of receipt of the Notice to Proceed, as evidenced by official receipt of certified mail or acknowledgment of personal delivery, and must be substantially completed by no later than December 31, 2020 and must be completed no later than April 30, 2021, from and including the date of receipt of such notice.

All bidders submitting bids in excess of $2,000,000 must be pre-qualified with GDOT. If a single Subcontract is in excess of $200,000.00, the Subcontractor must be pre-qualified with GDOT. Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, disability or national origin.

No bid may be revoked or withdrawn, if accepted by Agency, within sixty (60) days of the bid opening.

The Agency reserves the right to reject any and all bids, to waive informalities in bidding, and to re-advertise.

Bids shall be submitted on a proper form furnished by City of Forest Park, address above, Attention: James Shelby; sealed, dated, and enclosed in an envelope appropriately marked on the outside **Anvil Block Road, Phase III** marked with the name of the bidder, and mailed or otherwise delivered to reach the designated office on or before 12:00 noon on the 19th day of June, 2020.

The proposal made by any company or firm must be signed in a legal manner in the name of such company or firm by a duly authorized officer, member or representative, whose name and representative capacity shall be stated, and the address of the principal place of business must be shown. The names of stockholders and all persons, firms, or corporations interested in said bid must be shown.

Contractors qualified for contracts with the GDOT are qualified to submit bids hereon.

The Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first Work, whichever shall be the earlier, for all injury or damage of any kind resulting from this Work to persons or property, including employees and property of the Agency. The Contractor shall exonerate, indemnify, and save harmless the Agency from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury, (including death), to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract and shall assume and pay for, without cost to the Agency, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against the Agency, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor’s indemnity, hold harmless, and defense obligations set forth herein are in addition to, and in no way limit or modify, the indemnity, hold harmless, and defense obligations set forth in the General Conditions.

The Contractor shall furnish the Agency with satisfactory proof of carriage of the following insurance along with bonds and Contract Documents within ten (10) days from the date of notice of award:

A. Certificates of Insurance in companies doing business in Georgia and acceptable to the Agency covering:

1. Statutory Workers' Compensation Insurance with a minimum limit of $1,000,000;

2. Comprehensive Liability Insurance covering all operations and automobiles:

a. With limit of $1,000,000 each occurrence, inclusive of protection against bodily injury due to excavation, shoring, underpinning, and blasting, to the extent to which such risks are present -- general liability coverage, and with limits of $500,000 each person and $1,000,000 each occurrence -- automobile liability coverage.

b. With limit of $500,000 property damage each occurrence, inclusive of protection against damage due to excavation, shoring, underpinning, and blasting, to the extent to which such risks are present -- general liability coverage, and with limit of $500,000 property damage each occurrence -- automobile liability coverage.

3. Excess/Umbrella Insurance coverage over all liability insurance with minimum limits of $5,000,000.

B. Certificates of Insurance must be executed in accordance with the following provisions:

1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract;

2. Certificates to contain the location and operations to which the insurance applies;

3. Certificates to contain specific statement that blasting coverage is included to the extent to which such risk is present;

4. Certificates to contain Contractor's protective coverage for any subcontractor's operations;

5. Certificates to contain Contractor's contractual insurance coverage;

6. Certificates to contain Contractor’s protective coverage for all indemnity obligations undertaken by this Contract.

7. Insurance shall be maintained in full force and effect during the life of the Contract and through the twelve (12) month warranty period following final completion and acceptance in writing of the Work by the Agency.

8. All certificates of insurance shall be issued to the following entity and insurance policies shall name the following as “additionally insured”:

a. Urban Redevelopment Agency of the City of Forest Park

745 Forest Parkway

Forest Park, Georgia 30297

b. City of Forest Park, Georgia

c. City of Lake City, Georgia

d. Forest Park Development Partners

C. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this Work.

D. The Contractor agrees to carry statutory Workers' Compensation insurance and to have all subcontractors likewise carry Workers' Compensation insurance.

E. The successful bidder will provide a Performance Bond in the amount of not less than one hundred percent (100%) of the amount bid and a Labor and Material Payment Bond in the amount of not less than one hundred ten percent (110%) of the amount bid, both bonds which designate the Agency as obligee. The Performance Bond shall be security for the faithful performance of the Contract, and the Payment Bond will be security for the payment of all persons performing labor under the terms of this Contract and furnishing materials in connection with this Contract. Both bonds shall remain in full force and effect through the twelve (12) month warranty period following final completion and acceptance in writing of the Work by the Agency.

FAILURE TO EXECUTE CONTRACT

If the successful bidder, after having been notified of the acceptance of his bid, fails to provide within ten (10) days the required performance bond, payment bond, and certificates of insurance, and to sign the Contract, the amount of the bid bond shall be paid over to the Agency as liquidated damages as costs of the bidding procedure.

TIME AND LIQUIDATED DAMAGES

All bidders are hereby notified that the Agency has contractual obligations to a third party to complete the project to substantial completion by a date certain, with corresponding penalties for failure thereof. As a consequence, completion of this project by the completion dates stated herein is critical. Therefore, Bidders acknowledge and understand that liquidated damages for failure to complete must and will be higher than normal.

The Contract Time for completion of the Work for this Contract is of the essence and shall be as stated herein. For failure to substantially complete the Work within the period ending December 31, 2020, the Contractor shall pay the Agency liquidated damages of $5000 per day. Failure to fully complete the work by April 30, 2021, the Contractor shall pay the Agency liquidated damages in the amount of $1000 per day.

LOCATIONS AND SITE AND CONDITIONS OF WORK

The site of the proposed Work is along Anvil Block Road and Rateree Drive beginning at the intersection of Rateree Drive and Forest parkway and ending at the existing western terminus of Anvil Block Road. The work will reconstruct Rateree Drive for approximately 800 feet and construct Anvil Block Road for approximately 450 feet, in accordance with the above referenced Drawings and Specifications. The work includes but is not limited to road widening, clearing, grading, roadway compaction, installation of curb and gutter, sidewalks, medians, storm drainage systems, paving, resurfacing, erosion and traffic control per the above referenced Drawings and Specifications.

The Agency will be responsible for obtaining the following permits currently in the approval process from the authorizing agencies: City of Forest Park Noise Variance, and the City of Forest Park Land Disturbance Permit (LDP).

All land necessary for the construction of the Work has been obtained by the Agency.

The Contractor shall accept the site in its present condition and carry out all Work in accordance with the requirements of the specifications and as shown on the Drawings. The Contractor shall, before submitting his bid, visit the site and acquaint himself with the actual conditions and the location of any or all obstructions that may exist on the site. Before submitting his bid, the Contractor shall examine carefully the site of the proposed Work, and all documents comprising the Contract Documents including, but not limited to, the Invitation to Bid, the Bid, the Contract, the Plans and Specifications, the Drawings, the General Conditions, the Special Provisions, and all other documents incorporated into or referenced therein. The submission of a bid shall be considered evidence that the Contractor has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Agency assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Agency shall not be required to make any adjustment in either the Contract sum or the Contract time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements set forth herein.

Any information furnished by the Engineer or the Agency regarding surveys, existing utility locations, subsurface investigation reports, soil borings, and other material of a similar nature is for general information only and is not a guarantee of the completeness or accuracy of such information, unless specifically noted otherwise herein. Contractor shall verify all existing grades, conditions, and dimensions of existing physical conditions and structures and shall report any inconsistencies in writing to the Engineer. Contractor shall establish all lines and levels required to execute the Work and shall bear all costs involved, and shall be responsible for their accuracy and maintenance.

The Agency shall have the authority to clean-up or correct any situation that presents a hazard or unsafe condition affecting human health and safety caused by Contractor upon twenty-four (24) hours’ notice to the Contractor and the Contractor shall reimburse the Owner for all reasonable costs incurred by Owner therefrom.

The Contract Documents contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the Agency or the Engineer or any other person shall not affect the obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to so familiarize himself shall in no way relieve any bidder from any obligation in respect to his bid.

The Agency is in procession of all land necessary for the Anvil Block Road, Phase III project as well as all land adjacent to the project. The proposed right of way as shown on the Construction Drawings is currently owned by the Agency and will be dedicated to the City of Forest Park and the City of Lake City upon final acceptance of the Work. The Contractor shall inspect and verify that all land necessary for completion of the Work to be performed pursuant to the Contract Documents has been obtained by the Agency. The Contractor shall not be entitled to damages for the failure of the Agency to obtain all land for the project.

The Contractor shall accurately locate, both horizontally and vertically, above and below ground utilities and structures which may be affected by the Work using whatever means may be appropriate prior to commencing work. All utilities displayed on the Construction Drawings are based on best information available to the Engineer and the Agency and is not a guarantee of completeness or accuracy of such information. Many of the existing utilities are to be abandoned as shown on the Utility Plans within the Construction Drawings, and it is the responsibility of the Contractor to become familiar with the Construction Drawings pertaining to existing and proposed utilities. The Contractor is responsible for effectively coordinating with all utilities on the project.

ADDENDA AND INTERPRETATION

No interpretation of the meaning of the Contract Documents will be made orally to any bidder. Every request for such interpretation should be in writing addressed to the offices of NV5 Engineers and Consultants, Inc. on behalf of the Agency Attention: Rick Strickland or by email to rick.strickland@nv5.com. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested bidder in sufficient time that all interested parties can be notified, the Agency to be the sole determiner of time. Any request not received in time to accomplish such interpretation and distribution shall not be accepted.

ACKNOWLEDGMENT OF ADDENDA

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged either in a cover letter or by signing and returning the Addendum form. Acknowledgments must be received no later than the bid opening time and date. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the Agency.

GEORGIA OPEN RECORDS ACT

Without regard to any designation made by the person or entity making a submission, the Authority considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

# **SEALED PROPOSAL FORM**

BID FOR ANVIL BLOCK ROAD, PHASE III

(Show Invitation Number on outside of envelope containing bid)

**STATE OF**

**COUNTY OF**

**BID OF:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

TO THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK:

The undersigned, as Bidder, hereby submits this Bid for the Anvil Block Road, Phase III project, according to the plans and specifications entitled - Anvil Block Road, Phase III,

dated, April 1, 2020, which are made a part of this proposal.

All Bidders are required to include the following three (3) items in the sealed cost proposal:

1) A Lump Sum cost on the Bidder’s letterhead.

2) Add an additional line item titled “CONTINGENCY, ONLY AS APPROVED BY THE AGENCY - $150,000”. This is intended to give flexibility for any unseen issues and, if utilized, the Agency and Contractor will agree to the scope, cost, and amount of the work in writing prior to approval by the Agency.

3) Add additional line items titled “DESIGN-BUILD SIDEWALK CONSTRUCTION, ITEM 999, DESIGN COMPLETE; ONLY APPROVED BY THE AGENCY” and “DESIGN-BUILD SIDEWALK CONSTRUCTION, ITEM 999, CONSTRUCTION COMPLETE; ONLY APPROVED BY THE AGENCY”. These are intended as a bid alternative to provide for the design and construction of a sidewalk along the eastern and southern sides of Rateree Drive and Anvil Block Road within the project limits where are sidewalk is currently not shown to be construction on the project plans.

3) Bidders are also required to include the completion of Exhibit ‘A’, Schedule of Items, further described in section 4, page 14, below.

In addition to the three items above in the cost proposal, all Bidders must include the following Minimum Qualifications in their proposal which will assist the Agency in the selection process:

1) BASIC INFORMATION ON FIRM (Prime and subcontractors) --- Size, organizational structure, history, number of employees and other relevant background relating to this Project. All firms must include documentation if there are any current or recent (5 years), claims or disputes with governmental agencies on similar projects and provide explanation of such. All firms must also report any failures to complete similar projects in past 5 years and provide explanation of such.

2) RELEVANT EXPERIENCE OF FIRM (Prime and subcontractors) --- Provide experience on three recent (5 years) successfully completed similar projects with references; provide experience on projects utilizing Georgia Department of Transportation Specifications; provide workload capabilities.

3) PROJECT TEAM (Prime and subcontractors)--- Provide resumes on similar projects of key personnel to be assigned to the project. Provide references for previous similar projects in last 5 years that key personnel have worked and their role in those projects.

Bidder has made a personal examination of the site of the proposed Work and proposes and agrees that if this proposal is accepted to provide the necessary machinery, tools, apparatus, equipment and all other means of construction, to furnish all materials, labor and all things necessary to complete the Work in the manner and within the time stipulated in the plans, specifications, proposed form of Contract, Invitation to Bid and Instructions, all of which documents Bidder declares he has carefully examined and same are annexed to and made a part of this Bid, for the following Lump Sum cost, to wit:

We have received and examined the Invitation for Bids, the latest State of Georgia Department of Transportation Standard Specification, Supplemental Specifications, the Special Provisions, Drawings and Specifications and all contract documents for the project entitled Anvil Block Road, Phase III, dated April 1, 2020. We have examined the site and conditions affecting the Work. We have received Addenda Nos. and have included their provisions in this Proposal.

In submitting this proposal, we also agree:

1. If we are notified in writing of acceptance of this Proposal within sixty (60) days after time set for the opening of the bids, we agree to execute within ten (10) days a written Contract for this Work, in form shown and in accordance with the Invitation for Bids, Special Provisions, Drawings, the Specifications, and for the compensation herein state, and, at the same time, to furnish and deliver to the Agency Certificates of Insurance as required in the Contract, and a Performance Bond to be in the amount of one hundred percent (100%) of the Contract sum and a Payment Bond to be in the amount of one hundred ten percent (110%) of the Contract sum as specified herein. A Maintenance Bond will also be submitted at the completion of the contract guaranteeing Work for a period of twelve (12) months.
2. We will commence the Work within ten (10) days of Notice to Proceed with an adequate force and equipment to substantially complete all Work required by the Contract by the December 31, 2020 deadline and the remainder of the Work will be fully completed by April 30, 2021. We understand that “substantially complete” means that Anvil Block Road and Rateree Drive will be constructed and all lanes open to traffic and all tie-ins to roads and driveways completed as shown on the Design plans for the length of the project by the December 31, 2020 deadline. Other items including, but not limited to, final dressing, grassing, final striping, punch list items, etc., shall be completed by the April 30, 2021 deadline.
3. We will post and file a Notice of Commencement in accordance with O.C.G.A. § 36-91-92 within fifteen (15) days of physical commencement of the Work.
4. We understand that the cost proposal is for a Lump Sum contract. We further understand that the attached Exhibit ‘A’, Schedule of Items, prepared by the Engineer, is for informational purposes for the Agency, and is also intended to establish unit costs in the event that the Agency requires Additional Work similar to the items set forth in Exhibit ‘A’ on the same streets and surrounding area. We agree to do such Additional Work at the same unit prices set forth in Exhibit ‘A’. The Contract completion time will be extended by change order to cover such additional Work should the need arise.
5. This Proposal is made subject to all the terms and conditions on the Invitation for Bids, the latest Georgia Department of Transportation Standard Specifications, Special Provisions, Drawings, the Specifications, and this Proposal is made in good faith, without collusion or connection with any other person bidding the same Work.
6. We understand we will make a Good Faith Effort to achieve the City of Forest Park’s goal of 25% Women, Minority and Locally Hired (WMLH).
7. We have attached the completed Georgia Security and Immigration Compliance Act Affidavit.
8. We understand that we will certify as to a Drug-Free Workplace, and certify to examining of the Plans and Specifications.
9. We have attached a Bid Bond in the amount of not less than five percent (5%) of my bid from

(Surety Company) or a cashier's check as a Bid Bond.

This Proposal submitted in the name of

Name of Company

Authorized Signature Date

Title Date

Witness Date

Bidder declares his intent to subcontract the portion of Work as below stated. Bidder understands and agrees that the use of any subcontractor not listed below shall be strictly prohibited without prior written approval from the Agency.

Bidder further declares that the full name and residence address of all persons and parties interested in the foregoing bid as principals are as follows:

Signed, sealed, and dated this day of , 20 .

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

(BIDDER)

By: (SEAL)

(SIGNATURE)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (TITLE)

**WOMEN, MINORITY and LOCALLY HIRED GOALS**

VENDOR ID: BIDDERS COMPANY NAME:

PROJECT NO.:

LET NO.: LET DATE: TOTAL BID:

THE CITY OF FOREST PARK’S GOAL ON THIS CONTRACT IS: 25%

I PROPOSE TO UTILIZE THE FOLOWING FIRMS TO ACHIEVE THE GOAL:

**LIST OF PARTICIPANTS**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **\*VENDOR NUMBER** | | **NAME/ ADDRESS (CITY, STATE)** | **TYPE OF WORK** | **Women** | | **Minority** | | **Locally Hired** | **AMOUNT** |
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|  | |  |  | | | **TOTAL** | | |  |

**\*For Agency Use Only.**

PLEASE NOTE: Only 60 % of the participation of a WMLH Supplier who does not manufacture or install the product will be counted toward the goal.

See below for further instructions.

**INSTRUCTIONS FOR LIST OF WMLH PARTICIPANTS**

The WMLH Firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work and the amount to be paid to each of the firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the WMLH firm. In case of a WMLH supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Vendor Number | Company Name And Address (City and State) | Type of Work | Women | Minority | Locally Hired | Amount |
|  | ABC Oil Company  Atlanta, GA | Diesel  Fuel  Supplier |  |  |  | $80.000.00  (60% =  $48,000.00) |

The Contractor shall indicate for each sub and Type of Work whether the WMLH Participant is Women, Minority or Locally Hired by placing a checkmark in the appropriate column.

**PLEASE NOTE:** For 60% of the amount paid to a WMLH supplier to be eligible to count toward fulfilling the WMLH goal, the supplier must be established “regular dealer” in the product involved, and not just a broker. A “regular dealer” would normally sell the product to several customers and would usually have product inventory on hand.

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name:

Letting:

Call No:

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Urban Redevelopment Agency of the City of Forest Park (Agency), has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification at the time the subcontractor(s) is retained to perform such service.

EEV/E-VerifyTM User Identification Number Date of Authorization

BY: Authorized Officer or Agent Date

(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

DAY OF ,201

[NOTARY SEAL]

Notary Public

My Commission Expires:

\* Or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**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 listed in the Federal Register and licensed to write surety insurance in the State of Georgia, are held and firmly bound unto the Urban Redevelopment Agency of the City of Forest Park (the Agency), in the County of Clayton, Georgia, full and just sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ ) good and lawful money of the United States of America, to be paid upon demand of the Agency, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Agency, a Proposal for the Construction of **Anvil Block Road, Phase III** for the Agency; and

WHEREAS, the Principal desires to file this bond in accordance with law 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 from the date of Notice of Award of the Contract, execute a contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, and in the form and manner required by the Agency, execute a sufficient and satisfactory performance bond which designates the Agency as obligee, in an amount of one hundred percent (100%) of the total Contract Price, and payment bond which designates the Agency as obligee, in an amount of one hundred ten percent (110%) of the total Contract Price, in form and with security satisfactory to the Agency, and furnish satisfactory proof of carriage of the insurance required, 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 the Agency 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 , 2012.

(Seal)

Principal

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Seal)

Surety

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OATH OF SUCCESSFUL BIDDER**

**GEORGIA, CLAYTON COUNTY**

Personally appeared before the undersigned officer duly authorized by law to administer oaths who, after being first duly sworn, depose and say that they are all the officers, agents, persons, or employees who have acted for or represented in bidding or procuring the contract for the Anvil Block Road, Phase III with the Urban Redevelopment Agency of the City of Forest Park, and that said has not by himself/themselves or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding, or by any means whatever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw a bid for said Work.

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

Signature of Affiant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (Typed or Printed)

Title

Sworn to and subscribed before me this

\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

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

NOTARY PUBLIC (SEAL)

Commission Expiration Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACT**

GEORGIA, CLAYTON COUNTY

THIS CONTRACT (hereinafter referred to as “Contract”), made and entered into this day of , 2020, by and between the Urban Redevelopment Agency of the City of Forest Park (hereinafter referred to as the “Agency”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a (corporation, limited liability corporation, partnership, proprietorship, etc.) of the State of , party of the second part (hereinafter referred to as the “Contractor”).

WITNESSETH: That the Contractor has agreed and by these presents does agree with the Agency to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial, and workmanlike manner, the Work (as defined in GENERAL CONDITIONS attached hereto) and construction in strict conformity with the Drawings and Specifications entitled **Anvil Block Widening, Phase III**  dated April 1, 2020 prepared by NV5 Engineers and Consultants, Inc., which Drawings and Specifications, General Conditions, and Special Provisions together with the Advertisement for Bids, Invitation to Bid and Instructions, Bid for Construction, Oath of Successful Bidder, Contract Performance Bond, and Payment Bond of said Project submitted by the Contractor are incorporated in and made a part of this Contract by reference.

In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments to this Contract and other documents are incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein:

1. GENERAL CONDITIONS

2. SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

1. CONSTRUCTION DRAWINGS

In addition to the Contract Documents, the Contractor shall perform the Work in accordance with the GDOT Standard Specifications Construction of Transportation Systems, 2013 Edition and the 2016 Supplemental Specifications modifying the 2013 Standard Specifications, apply to this Contract and are incorporated by reference.  Additional specifications are for items not included in the GDOT Standard Specifications, (hereinafter the “GDOT Specifications”). Whenever words such as “Department,” or “Engineer,” or words of like import are used in the GDOT Specifications to designate the Georgia Department of Transportation, its employees, agents, or representatives, it shall be understood that a reference to the Agency or its appropriate representative is intended. The parties understand and agree that the GDOT Specifications are utilized for the purpose of providing technical direction and instructions to the Contractor, and are not intended to vary the legal rights and responsibilities of the parties as set forth in the Contract Documents. GDOT specifications in the area of contract administration prevail for administering this Contract and project, unless the GDOT specifications contravene the terms set forth in the Contract Documents.

The Contractor shall commence Work under this Contract within **ten (10)** days from the date of receipt of the Notice to Proceed, as evidenced by official receipt of certified mail or acknowledgment of personal delivery, and shall fully complete the Work hereunder by **April 30, 2021** from and including the date of receipt of such notice, and shall substantially complete the Work by December 31, 2020, as described in the Sealed Proposal Form of the contract documents.

The Contractor has been notified, acknowledged and understands that the Agency has contractual obligations to a third party to complete the project to substantial completion by a date certain, with corresponding penalties for failure thereof. As a consequence, completion of this project by the completion dates stated herein is critical. Therefore, the contractor acknowledges and understands, and agrees that liquidated damages for failure to complete must and will be higher than normal.

If said Work is not substantially completed by December 31, 2020 the Contractor shall be liable and hereby agrees to pay to the Agency $5000 liquidated damages per day. If said work is not fully completed by April 30, 2021, the contractor hereby agrees to pay the Agency $1000 per day. The Contractor acknowledges that the liquidated damages set forth is a reasonable pre-estimate of the probable loss incurred by the Agency, and intends the Agency to be compensated for such liquidated damages, in the event of the Contractor’s failure to timely complete the Work.

The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Agency’s approval an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. The schedule shall indicate the dates for starting and completion of various stages of construction and shall be revised as required by the conditions of the Work subject to the Agency’s approval.

As full payment for the faithful performance of this Contract, the Agency shall pay said Contractor for the actual Work done and accepted as per the contract bid amount.

The items listed in the Exhibit ‘A’, Schedule of Items, are to be used only in the event there is a need for Additional Work. The Contractor shall be entitled to compensation on the foregoing unit prices only on the quantities of material actually furnished and Work actually done as determined and approved in writing by the Engineer through an inspection of the Additional Work completed.

In no event shall the Agency’s entire liability for the Project exceed its total construction cost in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without proper prior written authorization via Change Order from the Agency.

Payment shall be made in accordance with Section 109 of the GDOT Specifications except as follows:

Partial payments to the Contractor shall be made monthly, based on the value of Work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site.

Payment to the Contractor, less the amount of retainage, shall be made within fifteen (15) days of submission by the Contractor of a duly certified and approved estimate of Work performed during the preceding calendar month. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. Contractor’s estimate must be accompanied by an updated project schedule based on actual progress to date. Contractor’s estimate must also be accompanied by a utility report outlining progress of utility relocations and efforts made for coordination with utilities. The payment request shall not be considered if an acceptable project schedule and utility report are not included.

The amount of retainage shall be as follows:

1. Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due;
2. When fifty (50%) percent of the contract value, as described above, becomes due and the manner of completion of the contract work and its progress, quality, schedule are reasonably satisfactory to the Agency, and there are no outstanding claims by the Contractor, Subcontractors or material suppliers, the withholding of retainage shall be discontinued.
3. If after discontinuing the retention, the Agency determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.
4. When the Work is substantially complete (operational or beneficial occupancy) and the Agency determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the Agency, shall be withheld until such items are completed.
5. This Contract is governed by O.C.G.A. § 13-10-80, which requires that the Contractor, within ten (10) days of receipt of retainage from the Agency, pass through payments to Subcontractors and reduce each Subcontractor’s retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor’s retainage. Therefore, the Agency, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

Within sixty (60) days after the Work is fully completed and accepted by the Agency, the balance due under the Contract minus any deductions shall be paid; provided, however, that final payment shall not be made until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including all remedial and repair work, final cleanup and restoration. All claims by the Contractor for compensation and extensions of time shall be submitted in writing within sixty (60) days after completion and acceptance of the Work as herein provided or they shall be forever barred.

This Contract is governed by the Official Code of Georgia Annotated. The Code requires Contractors to pass through payments to lower tier Subcontractors within fifteen (15) days. Therefore, the Agency, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, and , a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a one hundred percent (100%) performance bond and a one hundred and ten percent (110%) payment bond, for the use of all persons doing Work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 and 36-91-20 et seq. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period and a twelve (12) month warranty period after the Work is fully completed and accepted in writing by the Agency.

The Contractor agrees to fully maintain the Project for a sixty (60) day period after the Work has been fully completed and has been issued a final acceptance letter by the Agency. Additionally, the Contractor hereby warrants and guarantees said Project against all faults and defects for a period of twelve (12) months after the Work is fully completed and accepted in writing by the Agency, and as further described in the attached General Conditions, section 45.

The Contractor shall, without expense to the Agency, provide statutory Workers' Compensation Insurance and Comprehensive Liability Insurance covering all operations and automobiles as required by terms of the Invitation to Bid and/or Specifications.

The Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first Work, whichever shall be the earlier, for all injury or damage of any kind resulting from this Work to persons or property, including employees and property of the Agency. The Contractor shall exonerate, indemnify, and save harmless the Agency from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract and shall assume and pay for, without cost to the Agency, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against the Agency where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor’s indemnity, hold harmless, and defense obligations set forth herein are in addition to, and in no way limit or modify, the indemnity, hold harmless, and defense obligations set forth in the General Conditions.

It is further agreed between the parties hereto that if at any time after the execution of this Contract, the surety bond for its faithful performance, and payment bond, the Agency shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Agency to do so, furnish additional bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Agency as required by terms of the Contract Documents. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance and payment of the Work shall be furnished in manner and form satisfactory to the Agency.

This Contract, executed in triplicate, constitutes the full agreement between the parties, and no part of this Contract shall be sublet or assigned by the Contractor without the prior written approval of the Agency.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon the day and year first above written.

CONTRACTOR Urban Redevelopment Agency of

The City of Forest Park (Agency)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Seal)

Signature

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

Name (Typed or Printed)

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

Title **ATTEST:**

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

Federal Tax I.D. Number Signature

**ATTEST:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Typed or Printed)

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

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ APPROVED AS TO FORM:

Name (Typed or Printed)

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

Agency Attorney Signature

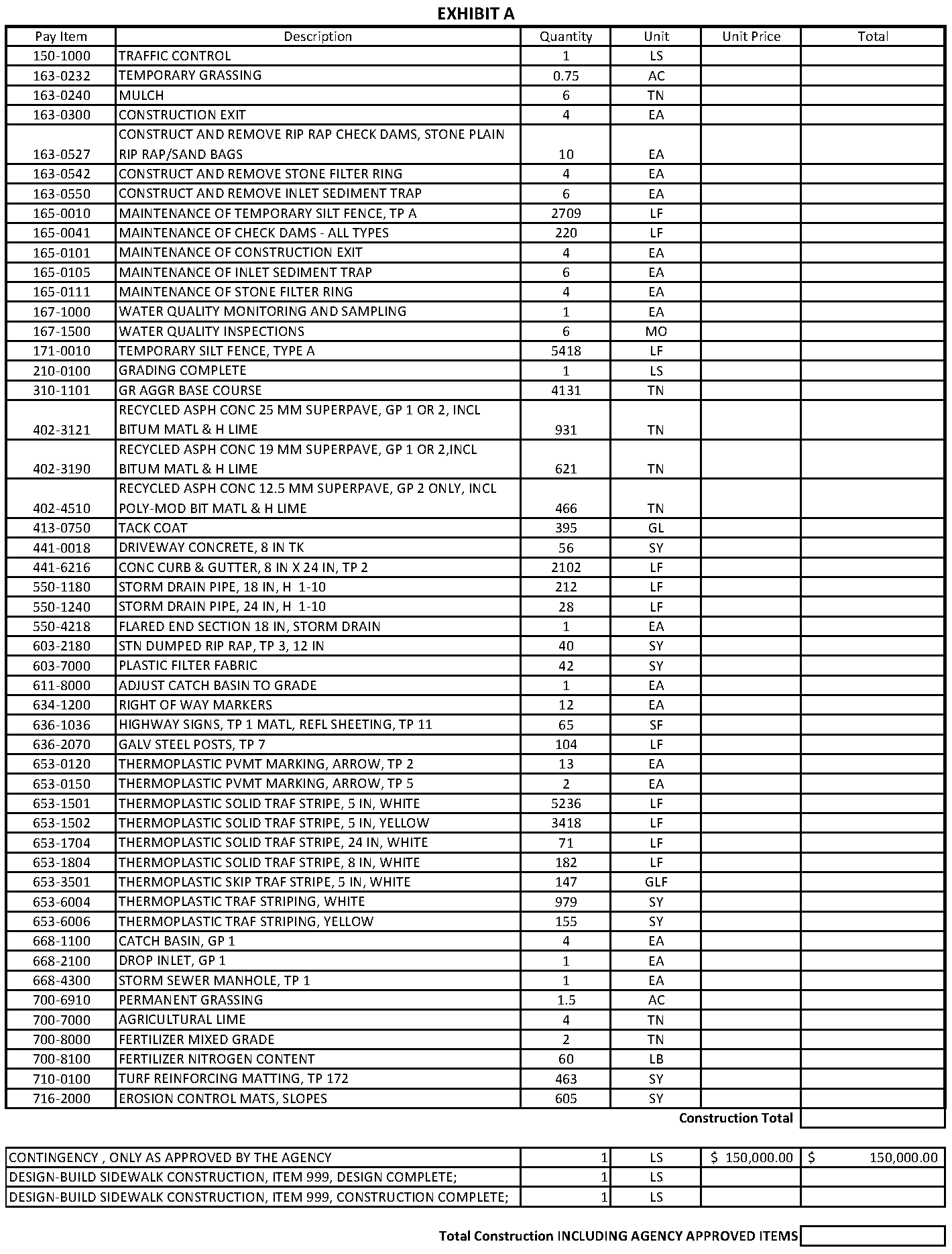
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Attorney Name

APPROVED AS TO SUBSTANCE

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



**CERTIFICATE OF CORPORATE AUTHORITY**

I, , certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of ; that , who executed this Contract on behalf of the Contractor was, then and there, ; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Corporate Seal)

(Secretary)

COUNTY OF CLAYTON

STATE OF GEORGIA

**PERFORMANCE BOND**

**CONSTRUCTION CONTRACT**

KNOW ALL MEN BY THESE PRESENTS, that we, , as Principal, and , as Surety, are held and firmly bound unto the Urban Redevelopment Agency of the City of Forest Park (hereinafter called the “Obligee”) in the sum of Dollars ($ ), which is equal to one hundred percent (100%) of the contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is that Principal has entered into a certain written Contract for the Anvil Block Road, Phase III, dated the day of , 20\_\_, with Obligees, which is incorporated herein by reference.

If the Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Contract within the time provided therein and any extensions thereof that may be granted by the Obligees, and during the life of any warranties or guarantees required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, agreements of any and all authorized modifications of said Contract that may hereafter be made, and shall indemnify and save harmless said Obligees of and any and all loss, damage, and expense, including costs and attorney’s fees, which the said Obligees may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise, it shall remain in full force and effect subject to the following conditions. This obligation shall run continuously and shall remain in full force and effect until and unless the bond is terminated as provided herein or as otherwise provided by law. This bond covers the original Contract and all duly authorized modifications of said Contract that may hereafter be made. Any deviations from, or additions to, or modifications in the obligations of the original Contract may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this bond,

The business for the transaction of this bond shall be deemed to have taken place in Clayton County, Georgia, and if any action or proceeding is initiated in connection with this bond and any of its obligations arising hereunder, the venue thereof shall be the Courts of the County of Clayton, State of Georgia.

If any one or more of the provisions of this bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

This bond shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and legal representatives.

This bond shall be construed in accordance with the provisions of the laws of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 et seq. and 36-91-20 et seq.

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

IN WITNESS WHEREOF, Principal and Surety have executed this bond at \_\_\_\_\_\_\_\_\_\_\_\_\_, Georgia, this day of , 2020.

ATTEST: (SEAL)

Principal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Typed Name and Title

WITNESS: (SEAL)

Surety

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Typed Name and Title

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That (hereinafter called the Principal), as Principal, and , a corporation of the State of , with its principal office in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Urban Redevelopment Agency of the City of Forest Park (hereinafter called the “Obligee”), for the use and protection of all subcontractors and all persons supplying labor, machinery, materials, and equipment in the prosecution of the Work provided for in the Contract hereinafter referred to in the full and just sum of Dollars ($ ), which is equal to one hundred ten percent (110%) of the contract price, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract, dated the day of , A.D., 2020, with the Obligees for Anvil Block Road, Phase III, which Contract is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions, and shall promptly pay all persons furnishing labor or material for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, material, machinery, or equipment for use in the performance of said Contract shall have a direct right of action on this bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, machinery, and equipment furnished or the subcontract completed, as provided in O.C.G.A. §36-82-104.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor or material having a direct contractual relationship with a subcontractor, but no contractual relationship expressed or implied with Principal, unless such person shall have given written notice to the Principal within ninety (90) days after such person did, or performed the last of the Work or labor, or furnished the last of the materials for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid Project is located, save that such service need not be made by a public officer.

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

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one twelve (12) months after the acceptance of the public works covered by the Contract by the proper authorities.

Signed, sealed, and dated this day of , 2020.

ATTEST: (SEAL)

Principal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Typed Name and Title

WITNESS: (SEAL)

Surety

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Typed Name and Title

**NOTICE TO CONTRACTORS AND SUBCONTRACTORS**

The Georgia Legislature has enacted O.C.G.A. §13-10-80, governing progress payments for public works contracts. It is applicable to contracts which, when awarded exceed $150,000.00 in value or forty-five (45) days in duration, and establishes mandatory guidelines by which payments received from the Agency in this contract must be passed through the subcontractors. For your information, its provisions are set out in part below:

**13-10-80.**

(a) As used in this Code section, the term:

(1) "Contractor" means a person having a direct contract with the owner.

(2) "Lower tier subcontractor" means a person other than a contractor having a direct contract with a subcontractor.

(3) "Owner" means the state, any county, municipal corporation, authority, board of education, or other public board, public body, department, agency, instrumentality, or political subdivision of the state.

(4) "Owner's authorized contract representative" means the architect or engineer in charge of the project for the owner or such other contract representative or officer as designated in the contract documents as the party representing the owner's interest regarding administration and oversight of the project.

(5) "Subcontractor" means a person other than an owner having a direct contract with the contractor.

(b) In any public works construction contract entered into on or after July 1, 2001, with an owner, as defined in paragraph (3) of subsection (a) of this Code section, such contract shall provide for the following:

(1) After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and at the owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner's authorized contract representative when allowed by the contract documents; and

(2) {This subsection not set out herein. Refer to OCGA for complete verbiage.}

(c) This Code section shall not apply to:

(1) Any contracts let by the Department of Transportation of this state for the construction, improvement, or maintenance of roads or highways in this state or purposes incidental thereto; or

(2) Any contracts whose value or duration at the time of the award does not exceed $150,000.00 or forty-five (45) days in duration.

(d) Contract and subcontract provisions inconsistent with the benefits extended to contractors, subcontractors, and lower tier subcontractors by this Code section shall be unenforceable; provided, however, that nothing in this Code section shall render unenforceable any contract or subcontract provisions allowing greater benefits to be extended to such contractors, subcontractors, or lower tier subcontractors, the provisions and benefits of this Code section being minimal only.

1. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid. (Code 1981, §13-10-80, enacted by Ga. L. 2001, p. 820, §1.)

**GENERAL CONDITIONS**

**GDOT Standard Specifications Construction of Transportation Systems, 2013 Edition and the 2016 Supplemental Specifications modifying the 2013 Standard Specifications, apply to this Contract and are incorporated by reference. Additional specifications are for items not included in the GDOT Standard Specifications.**

1. DEFINITIONS OF TERMS:

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

"Addenda" shall mean written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

"Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

"Bidder" shall mean any person, firm, or corporation submitting a Bid for the Work.

"Bonds" shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

"Change Order" shall mean a written order executed by the Agency to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time, as approved by the Agency, or exempted from Board approval for Contract Price changes up to the amount of Twenty Thousand Dollars ($20,000.00), or ten percent (10%) of the Contract as originally executed, whichever is less.

"Contract Documents" shall consist of Advertisement for Bids, Bid Proposal, Bid Bond, Certificate of Corporate Bidder, Oath of Successful Bidder, Contract, Contract Performance Bond, Contract Payment Bond, Instructions to Bidders, Women, Minority, Locally Hired(WMLH) goals, General Conditions, Special Provisions, Notice to Contractors and Subcontractors, Technical Specifications, Certificates of Insurance, and Drawings. The intent of these documents is to include all materials, appliances, tools, labor, and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The Contract Documents shall be considered as one, and whatever is called for by any one of them shall be as binding as if called for by all.

"Contract Price" shall mean the total monies payable to the Contractor under the terms and conditions of the Contract Documents.

"Contract Time" shall mean the completion dates stated in the Contract Documents for the completion of the Work.

"Contractor" or "General Contractor" shall mean the individual, firm, or corporation undertaking the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees.

"Agency" shall mean Urban Redevelopment Agency of the City of Forest Park.

"Drawings" shall mean the part of the Contract Documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

"Engineer" shall mean an engineer designated in writing by the Agency at the time of issuance of the Notice to Proceed.

"Field Order" shall mean a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time issued by the Engineer to the Contractor during construction.

"GDOT Specifications" shall mean the Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, 2001 Edition and the 2008 Supplemental Specifications modifying the 2001 Standard Specifications.

"Inspector" shall mean the Agency's employee whose duties shall be to inspect the Work as it progresses to the approval of the Engineer.

"Notice of Award" shall mean the written notice of the acceptance of the Bid from the Agency to the successful Bidder as evidenced by return receipts of registered or certified letters.

"Notice to Proceed" shall mean written communication issued by the Agency to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work as evidenced by official receipt of certified mail or acknowledgment of personal delivery.

"Project" shall mean the undertaking to be performed as provided in the Contract Documents.

"Shall" is mandatory; "may" is permissive.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

"Specifications" shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

"Subcontractor" shall mean an individual, firm, company or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

"Substantial Completion" shall mean by April, 30, 2015, Hood Avenue shall be widened to the multi-lane section in accordance with the plans and contract documents, including all lanes open to traffic and all tie-ins to roads and driveways for the length of the project.

"Superintendent" shall mean the Contractor's authorized on-job representative designated in writing by the Contractor prior to commencement of any Work.

"Supplementary Conditions" shall mean a part of the Contract Documents consisting of modifications to the General Conditions.

"Suppliers" shall mean any person, supplier or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

"Work" of the Contractor or Subcontractor means all labor and supervision, materials, equipment, machinery, apparatus, tools, services, transportation, and all other facilities, licenses, permits, taxes, fees, charges, excises, services and incidentals of any description whatsoever necessary to perform and completely finish all construction and work required by the Contract or reasonably inferable as necessary to produce the results intended by the Contract Documents.

"Written Notice" shall mean any notice to any party of the Contract relative to any part of this Contract in writing and as specified below. Delivery shall be complete upon mailing.

02. APPLICABLE REQUIREMENTS:

The Work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of County, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws and/or, regulations shall prevail. If the Contractor performs any Work knowing it to be contrary to such codes, laws, or regulations, and without such notice to the Agency, he shall assume all responsibility therefore and shall bear any and all costs necessary to correct the Work.

03. CONTRACT SECURITY:

The Contractor shall furnish a Contract Performance Bond equal to one hundred percent (100%) and a Payment Bond equal to one hundred ten percent (110%) of the Contract Price. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 et seq. and 36-91-20 et seq. The Surety on each bond shall be a surety company satisfactory to the Agency and listed in the Federal Register and licensed to write surety insurance in the State of Georgia.

04. NOTICE AND SERVICE THEREOF:

All notices, proposals, offers, elections and acceptances required to be made under the Contract Documents shall be in writing signed by an officer of the party making or giving the same or by an agent previously nominated and authorized in writing to act for said party and shall be delivered personally to or sent by a nationally registered overnight delivery service or certified mail, return receipt requested, to the person intended to be notified postpaid to the following addresses:

To Contractor:

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

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

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

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

Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and to the Agency:

745 Forest Parkway

Forest Park, Georgia 30297

Facsimile: 404-608-2343

Attention: Executive Director

and to Engineer:

NV5 Engineers and Consultants, Inc..

1255 Canton Street, Suite G

Roswell, Georgia 30075

Attention: Rick Strickland

05. PRECEDENCE OF CONTRACT DOCUMENTS AND SPECIFICATIONS:

.01 The provisions contained in the Contract Documents shall govern over the GDOT Specifications in the event of any conflict. The documents shall take precedence as follows:

* + - 1. Bid Documents;
      2. Contract;
      3. Executed Change Orders;
      4. General Conditions;
      5. Supplemental Specifications (to the Agency Contract documents);
      6. Standard Specifications;
      7. Standard Plans including Standard Construction Details;
      8. Drawings;
      9. Other Contract Documents;
      10. GDOT Specifications.

.02 The Specifications, the Drawings accompanying them, and the 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.

.03 The Contractor will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.

.04 Each section or type of Work is described separately in the technical Specifications; however, should any item of material, equipment, Work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.

.05 Upon award of the Contract, the Contractor will be supplied, free of charge, up to three (3) complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.

06. DRAWINGS AND SPECIFICATIONS:

.01 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Agency.

.02 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

.03 If existing utilities or structures are indicated by the Contract Documents, no warranty is made as to the accuracy or completeness of such indication.

.04 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

.05 The Engineer may furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

07. PRESENT DOCUMENTS GOVERN:

.01 The Contractor shall in no case claim a waiver of any Specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract Documents for this Project shall govern the Work.

.02 These General Conditions, together with the other Contract Documents, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous negotiations, promises, offers, representations, proposals, promises, letters of intent or agreements, either written or oral, of either or both parties in connection therewith.

08. CONTRACTOR'S SHOP DRAWINGS:

.01 The approved drawings will be supplemented by such shop drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved drawings shall be in writing.

.02 Shop drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.

.03 Shop drawings must be approved by the Engineer before the Work in question is performed. Drawings for false Work, centering, and form Work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived by the Engineer. It is expressly understood, however, that approval by the Engineer of the Contractor's shop drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his shop drawings with the approved Drawings and Specifications.

.04 It is the responsibility of the Contractor to check all shop drawings before same are submitted to the Engineer for approval. The Contractor's attention is directed to the fact that the Engineer will not check shop drawings which have not previously been checked and approved by the Contractor.

.05 Shop drawings shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the shop drawings and that the Work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with Work of all other trades involved. Under no conditions shall shop drawings be submitted to the Engineer by anyone other than the Contractor.

.06 The Contractor shall furnish the Engineer with at least six (6) copies of all shop drawings for approval. Two (2) finally approved copies will be returned to the Contractor for his use.

.07 The Contract Price shall include the cost of furnishing all shop drawings and the Contractor will be allowed no extra compensation for such drawings.

.08 The approval of such shop drawings by the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or the specifications unless he has in writing called attention to such deviations, and the Engineer approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in shop drawings. When the Contractor does call such deviations to the attention of the Engineer, he shall state in his letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

09. INSTRUCTIONS, CHANGES, ETC.:

.01 All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra Work, an increase in Contract Time or an increase in Contract Price.

.02 If the Contractor claims that any instruction by drawings or otherwise involve extra cost or an extension of time, he shall so notify the Engineer in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

.03 No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.

.04 No extra Work is to be performed or any changes made that involves any extra cost or extension of time unless approved by the Engineer and authorized by Change Order.

.05 Any changes undertaken without the Owner’s or Engineer’s written authorization will not be recognized as a basis for a claim for an increase in Contract Time or Contract Price at a later date.

10. EXAMINATION OF WORK BY CONTRACTOR:

It is understood and agreed that the Contractor, has by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, the Engineer or employee of the Agency, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

11. MATERIALS, SERVICES, AND FACILITIES:

.01 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used on the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of Work, in accordance with accepted industry practices within the time specified in the Contract.

.02 Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work. The Contractor shall be responsible for the security of all stored materials and equipment and bear the risk of loss for any theft, fire, destruction, vandalism, malicious mischief or other instances that may occur.

.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer.

.04 Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Engineer together with detailed descriptions thereof in the form of samples, shop drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Engineer, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter promptly furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements, to the satisfaction of the Engineer and/or the Agency.

.05 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Agency, which may be withheld in the sole discretion of the Agency.

12. "OR EQUAL" CLAUSE:

Whenever a material or article required is specified or shown on the Drawings and/or Specifications by using the name of the proprietary product or of a particular manufacturer or vendor, it is intended to denote the quality standard of the article desired, but does not restrict Contractors to the specific brand, make, or manufacturer so named. Any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function. The opinion of the Engineer shall be final and no substitute material or article shall be purchased or installed without his written approval.

13. INSPECTION AND TESTING OF MATERIALS:

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories, or agencies which are pre-qualified by the Georgia Department of Transportation. The Contractor shall furnish evidence satisfactory to the Agency that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

The testing of materials shall occur on site and shall be provided and paid for by the Contractor.

The Agency may at any time utilize its own materials testing firm, to be paid separately by the Agency, to verify the quality of materials and installation of the work by the Contractor and the Agency reserves the right to reject any such defective materials based on the testing results.

14. INSPECTION OF WORK:

.01 The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Agency, the Engineer and Public Authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Agency, the Engineer, the Public Authorities, or any of their representatives at the site of the Work, shall not be construed to, in any manner, relieve the Contractor of this responsibility for strict compliance with the provisions of the Contract Documents.

.02 At any time during normal business hours after reasonable notice, not less than three (3) business days and for reasonable durations, the Agency agrees not to unreasonably interfere with Contractor’s operations, and as often as the Agency may deem reasonably necessary, there shall be made available in the office of the Contractor for the purpose of audit, examination and/or to make copies, excerpts and/or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other documents and things, and all computer data and electronic media, concerning or related to the Project. Such a right of the Agency shall be in addition to, and shall not be deemed any limitation of, any similar right conferred upon the Agency by law or otherwise.

15. AUTHORITY OF THE ENGINEER:

.01 The Contractor shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Engineer. The Engineer shall decide all questions relating to measurement of quantities, the character of the Work performed and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these General Conditions will be decided by the Engineer.

.02 The approval of the Engineer of any materials, plants, equipment, drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.

.03 Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of Work, any materials and construction thereof, the decisions of the Engineer shall be final and conclusive and binding upon all parties to the Contract.

16. AUTHORITY AND DUTIES OF INSPECTORS:

Inspectors shall be authorized to inspect all Work done and all materials furnished, including preparation, fabrication, and manufacture of the materials to be used, but they shall not be authorized to alter or waive any requirements of the Drawings, Specifications, or Contract. The Inspector may reject materials or suspend the Work until any question at issue can be referred to and decided by the Engineer. The responsibility of the Contractor is not lessened by the presence of the Inspector.

17. PROHIBITED INTERESTS:

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

18. REJECTION OF WORK AND MATERIALS:

.01 All materials and equipment furnished and all Work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or Work shall be removed immediately. If rejected materials, equipment, or Work is not removed within forty-eight (48) hours from the date of letter of notification, the Engineer shall have the right and authority to stop the Contractor and his Work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or Work at the cost and expense of the Contractor. All rejected materials, equipment, or Work shall be promptly replaced with other material, equipment, or Work which conforms with the Drawings and Specifications at no additional cost to the Agency.

.02 Inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract and defective Work shall be made good regardless of whether such Work, material, or equipment has been previously inspected by the Engineer and accepted or estimated for payment. The failure of the Engineer to condemn improper materials or Workmanship shall not be considered as a waiver of any defect which may be discovered later, or for Work actually defective. All Work, material and/or, equipment shall be guaranteed against defects for a period of twelve (12) months from date of Project acceptance as established by the Agency.

19. WEATHER CONDITIONS:

The Contractor will be required to protect all Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any Work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or Work shall be removed and replaced at the expense of the Contractor.

20. ROYALTIES AND PATENTS:

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

21. CONTRACTOR'S PERSONNEL:

.01 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced superintendent and necessary assistants competent to supervise the particular types of Work involved shall be assigned to the project by the Contractor, and shall be available at all times when Work is in progress. The name of the superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Engineer prior to start of the Work. The superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one project of like description and size performed by the Contractor during the previous twelve (12) months. Under no circumstances shall an employee of any Subcontractor serve as project superintendent. The superintendent shall represent the Contractor, and all directions and notices given to the superintendent shall be as binding as if given to the Contractor.

.02 Only persons skilled in the type of Work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the Work assigned him.

22. LINES, GRADES, AND MEASUREMENTS:

.01 Such stakes and markings as the Engineer may set for either his own or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings, or gross negligence on the Contractor's part resulting in loss of same, may result in the Contractor being charged for their replacement.

.02 The Contractor must exercise proper care and caution to verify the grades and figures given him before proceeding with the Work, and shall be responsible for any damage or defective Work caused by his failure of such care and caution. He shall promptly notify the Engineer of any errors or discrepancies he may discover in order that the proper corrections may be made.

23. TAXES and PERMITS:

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect and the costs of all taxes shall be included in the Contract Price. No claim for additional costs due to taxes shall be allowed.

The Agency will be responsible for obtaining the following permits currently in the approval process from the authorizing agencies: City of Forest Park Noise Variance; and City of Forest Park Land Disturbance Permit (LDP).

24. LAWS AND REGULATIONS:

The Contractor's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and County 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 orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, he shall herewith report the same, in writing, to the Engineer. He shall at all times himself observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the Agency and its agents against any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his agents.

25. CONTRACTOR'S OBLIGATIONS:

The Contractor shall in good workmanlike manner do and perform all Work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. He shall furnish, erect, maintain, and remove such construction, plant and such temporary Works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, local ordinances, and the State and Federal laws; and shall do, carry on, and complete the entire Work.

26. SUBCONTRACTING:

.01 The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless the Work and the Contractor proposed to perform it have been declared in the Proposal to the Contract; or the Contractor shall have obtained written approval from the Agency.

**THE CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT ANY WORK ON THIS PROJECT WHICH THE CONTRACTOR SECURES IN VIOLATION OF THIS PROVISION SHALL BE DEEMED A GRATUITY FROM THE CONTRACTOR FOR WHICH THE AGENCY SHALL NOT BE OBLIGATED TO PAY.**

.02 The Contractor shall withhold 10% retainage on Subcontractors until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due. The Contractor shall pay the Subcontractor, less the amount of retainage, the gross value of the completed Work by the Subcontractor as indicated by the current estimate certified by the Engineer for payment. When fifty (50%) percent of the contract value, becomes due and the manner of completion of the contract work and its progress, quality, schedule are reasonably satisfactory to the Agency, and there are no outstanding claims by the Contractor, Subcontractors or material suppliers, the withholding of retainage shall be discontinued.

.03 Nothing contained in this Contract shall create or be deemed to create, any relationship, contractual or otherwise, between any Subcontractor and the Agency.

27. ASSIGNMENTS:

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Agency.

28. CONTRACTOR'S HOLD HARMLESS AGREEMENT:

.01 The General Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first Work, whichever shall be the earlier, for all injury or damage of any kind resulting from this Work to persons or property, including employees and property of the Agency. The Contractor shall exonerate, indemnify, and save harmless to the fullest extent permitted by law the Agency, the City of Forest Park, Georgia, Clayton County, Georgia, and agents, employees, directors, officers and attorneys of any of them (collectively the “Indemnities”) from and against all claims or actions and all expenses incidental to the defense of any such claims, litigation, and actions, including attorneys’ fees, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract and shall assume and pay for, without cost to the Agency, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against the Agency where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

.02 In claims against any of the Indemnitees by an employee or agent of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the Contractor’s indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

.03 The Contractor’s indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys’ fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity directly or indirectly employed by either of them, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, and (iv) failure to perform any obligation imposed by the Contract Documents. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys’ fees) incurred by any of the Indemnitees in enforcing any of the Contractor’s defense, indemnity, or hold-harmless obligations under this Contract.

29. SUBROGATION:

The Agency and Contractor waive all rights against (1) each other and any of the Subcontractors, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable and (2) the Engineer, Engineer’s consultants, separate contractors, if any, and any of their subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any all insurance applicable to the Work and required by the Contract, except such rights as they have to proceeds of such insurance held by the Agency as fiduciary, but as to the waiver under (2) supra, it shall be a condition thereof that the Engineer shall execute and deliver similar waivers and furnish liability insurance in an amount of not less than $1,000,000 single limit. The Agency or Contractor, as appropriate, shall require of the Engineer, Engineer’s consultants, separate contractors, if any, and the Subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

30. INSURANCE REQUIREMENTS:

All insurance required of the Contractor shall be in a form acceptable to the Owner. All insurance shall be written on an occurrence basis unless the Owner approves in writing coverage on a claim-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Contractor shall, for the protection and benefit of the Indemnitees and the Contractor and as part of the Contractor’s efforts to satisfy the indemnity obligations set forth herein, procure, pay for, and maintain in full force and effect, at all times during the performance of the Work until final acceptance of the Work or for such duration as required, policies of insurance issued by a responsible carrier or carriers acceptable to the Agency, and in form and substance reasonably satisfactory to the Agency, which afford the coverages set forth below. Information concerning reduction of coverage shall be furnished by the Contractor promptly to the Agency.

Certificates of insurance setting forth evidence of all coverage required hereunder shall be issued in accordance with the Contract prior to commencement of the Work, and delivery to the Agency shall be an express condition precedent to the exercise of any right of Contractor under the Contract. Contractor shall furnish to Agency copies of any endorsements that are subsequently issued affecting limits of coverage. The certificates and policies required herein shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days’ prior written notice has been given to the Agency. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Furthermore, all policies and certificates of insurance shall expressly provide that no less than thirty (30) days’ prior written notice shall be given the Agency in the event of material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such certified copy or certificate of insurance.

The Contractor shall furnish the Agency with satisfactory proof of carriage of the following insurance along with bonds and Contract Documents within ten (10) days from the date of Notice of Award:

A. Certificates of Insurance in companies doing business in Georgia and acceptable to the Agency covering:

1. Statutory Workers' Compensation Insurance with a limit of $1,000,000;

2. Comprehensive Liability Insurance covering all operations and automobiles:

a. With limit of $1,000,000 each occurrence, inclusive of protection against bodily injury due to excavation, shoring, underpinning, and blasting, to the extent to which such risks are present -- general liability coverage, and with limits of $500,000 each person and $1,000,000 each occurrence -- automobile liability coverage.

b. With limit of $500,000 property damage each occurrence, inclusive of protection against damage due to excavation, shoring, underpinning, and blasting, to the extent to which such risks are present -- general liability coverage, and with limit of $500,000 property damage each occurrence -- automobile liability coverage.

c. Excess/Umbrella Insurance coverage over all liability insurance with minimum limits of $5,000,000.

B. Certificates of Insurance must be executed in accordance with the following provisions:

1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract;

2. Certificates to contain the location and operations to which the insurance applies;

3. Certificates to contain specific statement that blasting coverage is included to the extent to which such risk is present;

4. Certificates to contain Contractor's protective coverage for any subcontractor's operations;

5. Certificates to contain Contractor's contractual insurance coverage;

6. Certificates to contain Contractor’s protective coverage for all indemnity obligations undertaken by this Contract;

7. Insurance shall be maintained in full force and effect during the life of the Contract and through the twelve (12) month warranty period following final completion and acceptance of the Work by the Agency.

8. All certificates of insurance shall be issued to the following entity and all insurance policies shall name the following as “additional insureds”:

a. Urban Redevelopment Agency of the City of Forest Park

745 Forest Parkway

Forest Park, Georgia 30297

b. City of Forest Park, Georgia

c. City of Lake City, Georgia

d. Forest Park Development Partners

C. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this Work.

D. The Contractor agrees to carry statutory Workers' Compensation insurance and to have all subcontractors likewise carry Workers' Compensation insurance.

E. The successful bidder will provide a Performance Bond in the amount of not less than one hundred percent (100%) of the amount bid and a Labor and Material Payment Bond in the amount of not less than one hundred ten percent (110%) of the amount bid, both bonds which shall remain in full force and effect through the twelve (12) month warranty period following final completion and acceptance of the Project by the Agency. The Performance Bond shall be security for the faithful performance of the Contract, and the Payment Bond will be security for the payment of all persons performing labor under the terms of this Contract and furnishing materials in connection with this Contract. These documents are provided for informational purposes only.

31. LAND AND RIGHTS-OF-WAY:

.01 Prior to entering on any land or proposed right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the Agency, and shall conduct his Work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing Work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the Agency fully for any loss or expense arising from failure of the Contractor to perform as required by such entity.

.02 The Contractor shall provide at his own expense and without liability to the Agency any additional land and access thereto that the Contractor may desire for temporary construction facilities, additional access, or for storage of materials, pending approval of the Agency. The Agency has provided a temporary storage of materials site adjacent to the Hood Avenue Widening project within the project limits on Agency property and as shown on the plans. The Contractor is responsible for installing temporary fencing and gate for protection of the materials, the price to be included in the Lump Sum Cost. The Contractor will be responsible for all related clean-up of the storage area upon completion of the project and approval of the Agency.

The Agency is in possession of all land necessary for the Project as well as all land adjacent to the Project. The proposed right of way as shown on the Construction Drawings is currently owned by the Agency and will be dedicated to the City of Forest Park upon final acceptance of the Work.

32. ESTIMATE OF QUANTITIES:

The estimated quantities of Work to be done and materials to be furnished under this Contract, if shown in any of the documents including the Proposal, are given only for use in comparing bids and to indicate approximately the total amount of the Contract; and the right is especially reserved as except herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Agency to complete the Work contemplated by this Contract, and such increase or diminution shall, in no way, vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

33. PROTECTION OF WORK, PROPERTY, AND PERSONS:

.01 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations, including, but not limited to, the Federal Occupational Safety and Health Act, and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary warning safeguards for devices and safety and protection of the Work, the public, and adjoining property. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.

.03 The Contractor shall, prior to commencing other on-site Work, accurately locate, both horizontally and vertically, above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, abandonment, or replacement in the course of construction. He shall notify the Engineer promptly on discovery of any conflict between the Contract Documents and any existing facility.

All utilities displayed on the Construction Drawings are based on best information available to the Engineer and the Agency and is not a guarantee of completeness or accuracy of such information. Many of the existing utilities are to be abandoned as shown on the Utility Plans within the Construction Drawings, and it is the responsibility of the Contractor to become familiar with the Construction Drawings pertaining to existing and proposed utilities. The Contractor is responsible for effectively communicating with all utilities in the project area.

.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of Work, the Contractor, upon notification to the inspector or Engineer, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra Work shall be submitted to the Engineer within ten (10) days of the date of performing such Work or deviations in the manner prescribed for a change order or they shall be forever barred.

.05 All existing utilities, both public and private, including, but not limited to, sewer, gas, water, electrical and telephone services, shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and indemnify and hold the Agency harmless from the result of any damage that may occur as a result of the Contractor's activities.

34. PRIOR USE BY AGENCY:

Prior to completion of the Work, the Agency may take over operation and/or use of the incomplete project or portions thereof. Such prior use of facilities by the Agency shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract Documents.

35. CLEANING UP:

.01 The Contractor shall clean up and remove accumulated dirt and restore the proposed right-of-way at such times as he may be directed to do so by the Engineer and he shall remove, at his own expense, from the Work and from the adjoining property all rubbish and surplus materials resulting from his operations, which may have accumulated during the process of the Work, so as to leave the Work in a neat and orderly condition upon completion, and final dressing by bringing earth to original grade and seeding or sodding as required.

.02 Progress payments may be withheld pending the completion of cleanup as directed or if the Contractor fails to clean up in the manner and within the time directed, the Agency may perform the cleanup Work and deduct the cost thereof from the monies due the Contractor.

36. BARRICADES AND WARNING SIGNS:

The Contractor shall provide, erect, maintain, and finally remove all barricades and detour signs necessary to properly protect and divert traffic. Such barricades and signs shall be illuminated at night. The Contractor will be held responsible for all damage to the Work due to failure of the signs and barricades to properly protect the Work from traffic, pedestrians, animals, and from all other sources. The construction of all barricades shall be such as acceptable to the Agency and affected agencies having control over traffic.

37. TRAFFIC DURING CONSTRUCTION:

The Contractor shall expedite his Work so as to interfere as little as possible with the traffic along and across the street and at entrances to all adjoining property.  Contractor shall maintain one lane of traffic in each direction at all times except when approved by the Engineer. The Contractor will be allowed to work up to 20 hours per day Monday through Saturday. No work will be allowed on Sundays for the duration of the Work.

38. CHANGES IN THE WORK:

.01 The Agency may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.

.02 The Engineer, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer. If the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, he shall give the Engineer and Agency Written Notice thereof within ten (10) days after the receipt of the ordered change. If a dispute arises regarding the Contractor’s request for extra time or cost, the Contractor shall proceed with all disputed Work and may file a claim regarding the same.

.03 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.

A. Unit prices previously approved in Exhibit A.

B. An agreed lump sum.

C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount agreed upon, but not to exceed fifteen percent (15%) of the actual cost of such Work, to cover the cost of general overhead and profit.

39. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

.01 Contractor has been notified, acknowledged and understands that the Agency has contractual obligations to a third party to complete the project to substantial completion by a date certain, with corresponding penalties for failure thereof. As a consequence, completion of this project by the completion dates stated herein is critical. Therefore, Contractor acknowledges and understands, and agrees that liquidated damages for failure to complete must and will be higher than normal.

It is hereby understood and mutually agreed, by and between the Contractor and the Agency, that the date of beginning, rate of progress, and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

.02 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 Agency, 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 climate range and usual industrial conditions prevailing in this locality.

.03 If the said Contractor shall neglect, fail, or refuse to complete the Work within the time herein specified, then the Contractor hereby agrees and intends, as a part consideration for the awarding of this Contract, to pay to the Agency for failure to substantially complete the work by the December 31, 2020 deadline, $5000 per day. For failure to fully complete the work by the April 30, 2021 deadline the Contract shall pay the Agency $1000 per day, not as a penalty but, as liquidated damages which represents a reasonable pre-estimate of the probable loss to the Agency due to the difficulty of estimating any injury due to any failure of the Contractor to timely complete the Work.

.04 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 portion 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 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 due:

A. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, or to the public enemy, acts directly attributable in whole, not in part, to the Agency, acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes.

.05 Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the Agency, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

.06 Where the Agency has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract Work items remain outstanding, the Agency, at its option, may, in lieu of all or a portion of liquidated damages owed by the Contractor, charge the Contractor for actual cost of administering the Contract for the period subsequent to expiration of the Contract completion date (not to exceed the total amount which could be assessed under liquidated damages).

.07 The Contractor expressly agrees that the Contractor's sole remedy for delay shall be an extension of Contract Time and that the Contractor shall make no demand for damages or extended overhead. The Contractor shall not be entitled to payment or compensation of any kind from the Agency for direct, indirect, or impact damages arising from any hindrance or delay from any cause whatsoever, except those involving fraud and bad faith. Should Contractor be delayed in his Work by the Agency, then the Agency shall owe Contractor therefore only an extension of time for completion equal to the delay caused and then only if written notice and claim for delay is made to the Agency in accordance with other provisions herein.

40. PAYMENTS TO CONTRACTOR:

.01 Contractor's Breakdown of Lump Sum Payment Items - The Contractor shall submit both a Lump Sum cost and Exhibit A, Schedule of Items in the Sealed Cost Proposal. The contractor, prior to beginning the Work, shall submit to the Engineer for his approval, a breakdown showing estimates of all costs apportioned to the major elements of equipment, material, and labor comprising the Lump Sum Proposal. These estimates along with Exhibit A items as approved will serve as the basis for estimating of payments due on all progress estimates.

.02 Materials and Work Covered by Partial Payments - All materials and Work covered by progress estimates shall, upon payment thereof, become the sole property of the Agency, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made, the restoration of any damaged Work and/or materials, or any warranty for the Work.

.03 Measurement and Payment – For Additional Work only, measurement and payment for materials furnished and Work done shall be as specified in the applicable sections of the Technical Specifications.

41. SCHEDULES, REPORTS, AND RECORDS:

.01 The Contractor shall submit to the Agency progress schedules, payrolls, reports, estimates, records, and other data as the Agency may request concerning Work performed or to be performed on a regular basis as requested by the Engineer.

.02 Included in the Cost Proposal the Contractor, shall submit schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

.03 Prior to submission of the first partial payment estimate, the Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

.04 The Contractor shall submit a daily log of activities/plant on site to the Engineer’s

representative. In addition to this, it is expected that a weekly report which outlines Work done in a previous week and Work scheduled for the following week, be submitted to the Engineer’s Project Manager.

42. AGENCY'S RIGHT TO SUSPEND OR TERMINATE WORK:

.01 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment, or fails to make sufficient payments to Subcontractors or for labor, materials, or equipment or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Agency may, without prejudice to any other right or remedy and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and take possession of the Project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and call upon the surety to finish the Work by whatever method deemed expedient.

.02 Where Contractor's services have been so terminated by Agency, the Agency shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Agency on account of the Contractor’s default including, without limitation, additional services and expenses of the Engineer, and the services and expenses of legal counsel made necessary by Contractor’s default. The Agency shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Agency's damages have been established, and to apply such amounts to such damages and the Contractor shall not be entitled to receive further payment until the Work is finished. The termination will not affect any rights or remedies of the Agency against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by the Agency will not release Contractor from liability. If the Contractor can establish or it is otherwise determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the Agency and the rights and obligations of the parties governed accordingly.

.03 Upon seven (7) days' written notice to Contractor, the Agency may, for their own convenience and at their sole option, without cause and without prejudice to any other right or remedy available to them, elect to terminate the Contract or their respective portions of the Contract. In such case, Contractor shall be paid (without duplication of any items):

A. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

B. For expenses sustained in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with Uncompleted Work;

C. Contractor shall not be paid on account of anticipatory profits or overhead or consequential damages.

.04 Termination of the Contract, or a portion thereof, or of the Contractor, shall not relieve the Contractor of his responsibilities for any completed portion of the Work, nor shall it relieve his Surety of its obligations for and concerning any just claims arising out of the Work performed.

43. CLAIMS:

Whenever the Contractor believes that it is or will be entitled to additional compensation, whether due to delay, extra work, breach of contract, or other causes, the Contract shall follow the procedures set forth in Section 105.13 of the GDOT Specifications. The “Agency” shall be substituted for the “Department” accordingly. Moreover, if the Contractor’s claim has been disallowed in whole or in part, then the Contractor shall, within thirty (30) calendar days from receipt of the ruling of the Engineer, make a written request to the Engineer and Agency that the claim or claims be referred to mediation. Mediation shall be an express condition precedent to any litigation regarding any claim, demand, or cause of action under the Contract. The Contractor shall conclusively be barred by and abide by the Engineer’s decision unless the Contractor shall timely commence mediation proceedings in strict accordance with the following provision:

If the Contractor decides to appeal the decision of Engineer, then the controversy shall be decided by mediation as a strict condition precedent to any other legal or equitable proceeding, provided, however, that mediation proceedings shall be commenced by the Contractor not later than thirty (30) days following Contractor’s receipt of notice of Engineer’s decision; otherwise, the Engineer’s decision becomes final and binding upon the Contractor.

44. ACCEPTANCE OF WORK AND FINAL PAYMENT:

.01 Before final acceptance of the Work and payment to the Contractor of the percentage retained by the Agency, the following requirements shall be complied with:

A. Final Inspection: Upon notice from the Contractor that his Work is completed, the Engineer shall make a final inspection of the Work, and shall notify the Contractor of all instances where his Work fails to comply with the Drawings and Specifications, as well as any defects he may discover. The Contractor shall immediately make such alterations or additions as are necessary to make the Work comply with the Drawings and Specifications at no additional cost to the Agency.

B. Final Payment Estimate: When the Work under this Contract is completed, a final payment estimate shall be submitted representing the original Contract sum plus or minus all authorized extras and Change Orders to the Contract. The final payment shall not be due until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including all remedial work and final clean-up.

C. Acceptance and Final Payment: All prior certificates or estimates upon which payments have been made shall be considered approximate only, and subject to correction in the final payment. On projects involving pipeline construction only, final payment shall be made to the Contractor not later than thirty (30) days after approval by the Engineer. On projects where the Contractor is required to perform or furnish electrical and mechanical Work and machinery, the amount of the final estimate less the retainage and less the sum of all prior payments will be paid to the Contractor within thirty (30) days after approval by the Engineer and the Agency. The retained percentage will not be due or payable to the Contractor until after a sixty (60) day maintenance period on all electrical and mechanical Work or machinery, during which time the Contractor will be required to maintain all such Work done by him in a first class manner. Acceptance of Final Payment by the Contractor shall constitute a full and final waiver and release of all claims arising out of the Contract or in any way related to the Work against the Agency.

.02 Acceptance of the Work and the making of Final Payment shall not constitute waiver of any claims by the Agency. Payments otherwise due the Contractor may be withheld by the Agency because of defective Work not remedied, unadjusted damage to others by the Contractor or Subcontractors, vendors, or laborers, or claims threatened by third parties.

.03 All claims for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the Agency. Failure to present said claims within that period shall constitute a waiver of the claim by the Contractor. All claims are subject to final approval and audit by the Agency’s Boards of Directors.

45. GUARANTEE AND CORRECTION OF WORK:

The Contractor shall guarantee all Work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the Agency, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy any fault, omission or defect in the Work, and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period of one twelve (12) months from the date of final acceptance in writing by the Agency, unless a longer period is elsewhere specified. In the event that the Contractor should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the Agency may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

46. GOVERNING LAW AND VENUE:

By choice of the parties, all disputes relating to the execution, interpretation, construction, performance, or enforcement of the Contract and Contract Documents, and the rights and obligations of the parties hereto, shall be governed by the substantive laws of the State of Georgia, exclusive of the state’s conflicts of laws rules. The courts of Clayton County, Georgia, shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract. Contractor hereby consents to and waives any objection to venue and jurisdiction in the courts of such state. Subject to any applicable limitation of liability set forth herein, the rights and remedies of the Agency herein are cumulative and in addition to any and all rights and remedies which may be provided by law or equity.

47. CAPTIONS:

The Section and Paragraph headings in this Contract Document are for ease of reference only and shall not be used to interpret the meaning thereof.

48. CONTRACT CONSTRUCTION:

## The Contract Documents shall not be construed more favorably for or more harshly against either party, regardless of the party responsible for the drafting of the Contract language. The Contract Documents shall be construed in a neutral manner and so as to give full effect to the intentions expressed herein.

49. NO THIRD-PARTY OBLIGATIONS:

There are no third-party obligations intended, implied or expressed by this Contract. The Contractor’s responsibilities and obligations hereunder are being performed solely for the Agency’s benefit. Nothing contained in these Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against the Agency.

50. SEVERABILITY:

Wherever possible, each provision of these General Conditions and the Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of these General Conditions or the Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed severable.

51. CONFIDENTIALITY:

The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Agency, (ii) information that was in the public domain prior to the date of the Contract, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law.

The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth above.

52. SUCCESSORS AND ASSIGNS:

The Contract shall inure to the benefit of and be binding upon the respective successors and permitted assigns, if any, of the parties, provided that this section shall not be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of the Contract.

53. SURVIVAL OF REPRESENTATIONS:

The rights, responsibilities and representations of the parties under the Contract that by their sense and context are intended to survive shall be effective notwithstanding any other provisions of the Contract and shall survive the completion, expiration, termination or cancellation of the Contract.

54. NO WAIVER:

No waiver by the Agency, either by act or failure to act, of any default by or obligation of Contractor in the performance of its obligations under the Contract shall be deemed or construed to be a waiver, whether prior or subsequent, of the same or any other default by or obligation of Contractor.

55. AMENDMENT AND COUNTERPARTS:

Except as provided herein, the Contract may be amended only by a written instrument duly executed by authorized personnel of the parties. The Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

56. CONTRACTOR’S MAINTENANCE OF PROJECT RECORDS:

The Contractor shall maintain and keep, for a period of at least three (3) years after the date of final payment, all records and other data relating to the Work. The Owner or its designated representatives shall have the right to inspect and audit all records and other data of the Contractor relating to the Work.

57.  INDEPENDENT CONTRACTOR:

The Contractor represents that it is an independent contractor, competent, knowledgeable, and familiar with the type of Work contemplated by this Contract and nothing herein shall be construed as inconsistent with that status.

The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of the Agency except and unless specifically authorized in writing by the Agency to do so.

58. FAILURE TO EXECUTE CONTRACT:

If the successful bidder, after having been notified of the acceptance of his bid, fails to provide within ten (10) days the required performance bond, payment bond, and certificates of insurance, and to sign the Contract, the amount of the bid bond shall be paid over to the Agency as a reasonable pre-estimate for the costs of the bidding procedure. The Agency will subsequently remit to the bidder the difference between the bid bond and the next lowest responsive and responsible bid, less any administrative or transaction costs incurred by the Agency. If the next bid acceptable to the Agency is in excess of the original bid, the Agency shall have the right to recover all damages, costs and expenses from the original bidder due to its default.

**SPECIAL PROVISIONS**

**DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

**SPECIAL PROVISION**

# **SECTION 105 – Control of Work**

# **DEPARTMENT OF TRANSPORTATION**

*Delete Subsection 105.07 and substitute the following:*

105.07 Cooperation Between Contractors

The Department reserves the right at any time to Contract for and perform other or additional work on or near the work covered by the Contract.

When separate Contracts are let within the limits of any one Project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same Project vicinity shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the Agency from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

The Contractor shall arrange his work and shall place and dispose of the material being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

It is anticipated that other contracts will be let or under construction in the surrounding area abutting the Project limits during the course of this contract.

February 15, 2011

**DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

**SPECIAL PROVISION**

# **SECTION 108—PROSECUTION AND PROGRESS**

*Retain as written and add the following to Subsection 108.08:*

For this project, an overall completion date has been established.

1. The Contractor will be allowed to install lane closures in accordance with Subsection 150.11. Accordingly, once the Contractor installs the lane closure, the lane closure may remain in place during those hours allowed in Subsection 150.11.
2. The Contractor will be allowed to install pedestrian facility closures in accordance with Subsection 150.11. Accordingly, once the Contractor installs the pedestrian facility closure, the facility closure may remain in place during the durations allowed in Subsection 150.11.
3. The Agency may suspend the contractor’s work at any time during the project should lane closures exceed reasonable time limits and disrupt localized traffic flow.

**DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

**SPECIAL PROVISION**

# **SECTION 150—TRAFFIC CONTROL**

*Add the following:*

**150.11 SPECIAL CONDITION**

1. WORK HOURS:
2. The Contractor shall maintain one lane of traffic in each direction at all times, except as approved on a temporary case by case basis by the Engineer with both Contractor and Engineer agreeing to the length of time for the temporary lane closure. For each hour over the agreed upon time limit of lane closure, the Contractor shall pay liquidated damages to the Agency of $2000 per hour.
3. The Contractor shall expedite work so as not to interfere with local traffic and adjoining properties and driveways. Should the Contractor cause an obstruction which interferes with local traffic and not resolve the matter in a reasonable time as determined by the Engineer, the Contractor shall pay liquidated damages to the Agency of $2000 per hour until the obstruction is cleared.
4. The Contractor will be allowed to work up to 20 hours per day Monday through Saturday. No work will be allowed on Sundays for the duration of the Work.
5. Double lane closures are not allowed at any time.
6. DRIVEWAY ACCESS:

At no time shall the contractor or any of its authorized agents block, obscure, or impede any driveway unless prior, written approval is obtained from the Agency. This includes temporary activities such as loading and unloading of materials. At no time shall materials or construction equipment be stored on private property unless as approved by the Engineer or at the location shown on the plans.

1. WORKZONE LAW ENFORCEMENT:

Workzone law enforcement consists of utilizing uniformed police officer(s) equipped with a marked patrol vehicle and blue flashing lights to enforce traffic laws in construction workzones and the administration of this service. Payment for Workzone law enforcement shall be made only for its utilization in workzones during lane closures, traffic pacing, or other activities that occur within travel lanes. Workzone Law Enforcement shall only be utilized and paid with prior, written approval from the Agency. The Contractor shall be responsible for coordinating and scheduling the utilization of the Workzone Law Enforcement.

Workzone Law Enforcement will be measured and paid for by the hour up to maximum number of hours included in the Contract. The Department will not pay for any Workzone Law Enforcement beyond the number of hours included in the Contract. The cost for utilization above the number of hours included in the Contract shall be included Lump Sum price bid for Construction Complete.

The Contractor shall provide a daily work record containing the actual number of hours charged by the police officer, to be paid by the Department. The daily work record shall be complied on form provided by the Department, signed by the police officer and the Contractor’s Worksite Traffic Control Supervisor attesting that the police office was utilized during the hours recorded.

Payment shall be full compensation for reimbursing the law enforcement agency, and for all other cost incurred by the Contractor in coordinating, scheduling, and administering the item Workzone Law Enforcement.

Payment shall be included in the Lump Sum Cost.

Failure in maintaining any of the criteria listed in Special Provision 150.11, Sections A, B, C, and/or D, will result in the assessment of Liquidated Damages as specified in this Special Provision.

**DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

**SPECIAL PROVISION**

# **SECTION 999—DESIGN-BUILD SIDEWALK**

## 999.1 General Description

* + 1. **Project Location**

The location of the construction work included in this Project is shown in the plans. This project is located in Clayton County.

* + 1. **Design-Build Concept**

In the Design-Build concept, the Design-Build Firm (see [www.dot.state.ga.us/specialstudies/designbuild/)](http://www.dot.state.ga.us/specialstudies/designbuild/)) will work to design and build the Project. Any reference to Contractor shall also mean Design-Build Firm and any reference to Design- Build Firm shall also mean Contractor. A design consultant will either be acting as a subcontractor to the Contractor or as a joint-venture member with whom this agreement has been executed. The Department will have oversight responsibilities only, and will perform official reviews and approvals of design work as noted. Design and engineering work shall be conducted by a civil engineering licensed, and qualified to perform the work in the State of Georgia.

Where specifications differ with this proposal, the Special Provision 999 Design-Build shall take precedence unless otherwise revised through the amendment process. Prescriptive provisions found in the Specifications shall be followed for this portion of the project.

* + 1. **Project Scope**
       1. **General**

The work covered under this Specification includes the furnishing of all materials, labor, tools, equipment, and other incidental items for the designing, detailing, and construction of a sidewalk along the eastern side of Rateree Drive and the southern side of Anvil Block Road within the project limits of the Anvil Block Road, Phase III. Final design of the proposed sidewalk shall be performed with the skill and care customarily exercised by other engineers performing this type of work within the State of Georgia.

The Contractor shall adjust the design of all those items shown on the Anvil Block Road, Phase III construction plans necessary to construct the proposed sidewalk. This shall include adjustments to permanent signs, drainage features and erosion control BMPs. In no way, shall the design impact the design of the roadway curb and gutter without written permission from the Department.

The Contractor shall construct all work, within the existing and proposed rights-of-way shown on the Anvil Block Road, Phase II construction plans. All work shall also be completed by the substantial completion date indicated in the Construction Documents.

The Contractor shall design the project to avoid conflicts with utilities. The Contractor shall notify the Department immediately, but not later then five (5) days after determining that a conflict with a utility cannot be avoided.

## General Design

* + 1. **Ownership of Documents**

The Contractor agrees that all deliverables prepared in this contract, including but not limited to reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files, and other data, under the terms of this agreement shall be delivered to, become and remain in the property of the Department upon termination or completion of the work. The Department shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided for in this agreement.

Any use of these documents by the Department on any project other than this project will be done without warranty by the Contractor.

* + 1. **General Design Criteria**

Plans shall be prepared in accordance with the Georgia Department of Transportation’s instructions as to design criteria, procedures, and format as contained in this Special Provision and the current applicable Georgia Department of Transportation manuals which cover the design of the scope of work.

The project shall design a 4-inch Portland cement sidewalk with a width of 5-feet. The sidewalk shall be offset a minimum of 2-feet from the back of the adjacent curb and gutter and remain within the graded shoulder shown on the Anvil Block Road, Phase III construction plans typical sections. Between the curb and gutter the Contractor shall install either colored, stamped concrete with a pattern, as approved by the Department or sod.

* + 1. **Measuring Units**

The project shall be designed in English units of measurement.

* + 1. **Design Software**

Microstation and Inroads software shall be used. All files shall conform to the criteria found in the current version og GDOT’s Electronic Data Guidelines. This information can be found at the Department’s website <http://www.dot.state.ga.us/dot/preconstruction/R-O-A-D-S/PPC/index.shtml>.

* + 1. **Reviews / Meetings**

The design shall be prepared under the direct supervision of a licensed design professional and a member of the design- build firm, who is a Professional Engineer licensed to practice engineering in the State of Georgia, shall seal the final plans. Their seal on the drawing shall represent certification that the design meets all applicable codes, is of good engineering practice and standards, and includes no Design Exception or Design Variances. Check and certify all drawings, including intermediate submittals.

The Department may establish dates and times for cursory reviews, and may comment on design work, but will not require hold points, review periods, or comment responses, except as noted otherwise in the specifications. If the Department at any time determines that the design work is not in conformance with the Department’s standards, specifications, or good engineering practice, the Department reserves the right to stop work (or applicable portion of the work), at the Contractor’s expense, until resolution of the issue(s) has occurred. Work stoppage(s), caused by the Contractor, that have an adverse affect on the project schedule will not be grounds for a claim(s).

Final construction plans relating to the construction of this portion of the work shall be submitted to the Department for review and approval. Department approval of these submittals is required. These plans shall be submitted to the Department a minimum of 60-days prior to the start of construction of the work covered by the plans. Approvals, disapprovals, or comments made by the Department will be provided, in writing, to the Contractor within 14-days after submission of a complete package by the Contractor. No construction shall begin prior to receiving approval from the Engineer. Additional detailed backup may be requested and shall be submitted to the Department as deemed appropriate by the Department.

* + 1. **Field Surveys**

The Contractor shall verify all provided surveying data. The Contractor shall provide terrain and drainage cross sections, pavement elevations, and drainage structure information for this project. All survey data shall be in English units.

* + 1. **Quality Control / Quality Assurance for Design**

The Contractor shall employ only persons duly registered in Georgia in the appropriate category in responsible charge of supervision and design of the work; and further, shall employ only qualified, registered in Georgia land surveyors in responsible charge of any survey work.

## Measurement and Payment

The Work required under the Specification will not be measured separately for payment unless pay items are otherwise specified within this proposal. Payment for the items listed below, complete and accepted, will be made at the Lump Sum price bid. Payment shall be full compensation for furnishing all materials, labor, tools, equipment, superintendence, mailing charges, removal and replacement of unsuitable material, and other incidentals, and for performing all work specified, including but not limited to, designing, detailing, producing construction plans (preliminary and final, electronic and hard copy), meetings with the Department (and others as needed or required), processing NOI, and complete construction as required in the Plans Package and Specifications. For all Portland cement concrete, when materials or construction are not within the tolerances specified in Sections 500 and 430, deductions will be made in accordance with the applicable requirements of Sub-Sections 106.3 and 430.5.

Partial payments of the Lump Sum price will be made on monthly statements based on an approved Schedule of Payment. The Contractor shall develop a Schedule for Payment for each of the following items:

* DESIGN COMPLETE
* CONSTRUCTION COMPLETE

The Schedule for Payment shall include a rational basis for partial payments of the Lump Sum price bid based on the completed portion of the item and definitive activities. The schedule for payment shall be submitted to the Engineer, and no payments will be made until the plan is approved. No construction shall begin prior to said schedule being approved by the Engineer.

Note: Contractor shall work with the Engineer to establish estimated earthwork, asphalt, and concrete quantities, as this will determine the frequency of required testing by the Department.

At the end of each calendar month, the Contractor shall provide the Department with a certification showing the percent complete for each Pay Item. The Contractor shall include a breakdown and supporting documents in sufficient detail to substantiate the percent complete certified.

Payment will be made under:

Item 999, DESIGN COMPLETE ...............................................per Lump Sum

Item 999, CONSTRUCTION COMPLETE ...............................................per Lump Sum