

BILL C. PEACOCK
Director - Purchasing



DOUGLAS COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

8700 Hospital Drive • Douglasville, GA 30134
Telephone (770) 920-7247 • Fax (770) 920-7219

July 23, 2019

Subject: Douglas County, Georgia, Board of Commissioners
Invitation to Bid – Dorris Sweetwater Rd Intersection Improvement Project
Solicitation No. 19-015

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Invitation to Bid, covering Dorris Sweetwater Rd Intersection Improvement Project for the Douglas County Transportation Department, Douglas County, Georgia.

Your sealed bid, one (1) original unbound and three (3) bound copies, in response to this Invitation are due **no later than 2:00 p.m. ET, Friday, August 23, 2019**. All sealed bids must be submitted to the Douglas County Purchasing Department, 8700 Hospital Drive, Douglasville, GA 30134. All bids must be submitted by this date and time and will be publicly opened. You are invited to attend, or submit your bid prior to the deadline as stated in the attachments. Each response should be marked on the outside of the envelope with: **“Bid – Dorris Sweetwater Rd Intersection Improvement Project – Solicitation No. 19-015, August 23, 2019”**.

Questions regarding this Invitation to Bid are to be delivered to:

Douglas County Purchasing Department
Mr. Bill Peacock, Purchasing Director
8700 Hospital Drive
Douglasville, Georgia 30134
Fax: 770.920.7219
Email: bpeacock@co.douglas.ga.us

All questions must be received by 5:00 p.m., ET, Wednesday August 7, 2019 either by e-mail, mail or fax. No questions by telephone will be accepted. All responses will be provided by 5:00 p.m. ET, Wednesday, August 14, 2019. No other County staff or officials associated with this Project should be contacted regarding this bid.

Thank you in advance for your interest and we look forward to your participation.

Sincerely,

A handwritten signature in black ink that reads "Bill C. Peacock". The signature is written in a cursive style.

Bill C. Peacock
Purchasing Director

Attachments

web site: CelebrateDouglasCounty.com

e-mail: bpeacock@co.douglas.ga.us

Persons With Hearing Or Speech Disabilities Who Need To Contact Douglas County May Place Their Call Through The Georgia Relay Center At (800) 255-0056 (Text Telephone) Or (800) 255-0135 (Voice Telephone).



CONTRACT

FOR

**Dorris/Highpoint/Bakers Bridge/Sweetwater Church
Roads Intersection Improvement Project**

SOLICITATION NUMBER: 19-015

LET DATE: July 23, 2019

**Douglas County Board of Commissioners
Purchasing Department
8700 Hospital Drive
Douglasville, GA 30134**

SECTION I

BID PROPOSAL

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DOUGLAS COUNTY BOARD OF COMMISSIONERS
Purchasing Department
Invitation to Bid
SOLICITATION NO. 19-015

NOTICE TO CONTRACTORS

Sealed Bids will be received by The Douglas County Board of Commissioners in the Douglas County Purchasing Department, 3rd Floor, Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia 30134, **until 2:00 p.m., ET Friday August 23, 2019.** Bids may be mailed or hand delivered. **Bids shall be opened and read publicly at 2:00 p.m., ET Friday August 23, 2019.**

The work to be bid consists of furnishing all materials, labor, and equipment for:

**Dorris/Highpoint/Bakers Bridge/Sweetwater Church
Roads Intersection Improvement Project**

PROJECT NUMBER: Intersection Improvement

All bids shall be accompanied by a Bid Bond in favor of the Board of Commissioners of Douglas County in the amount of at least five percent (5%) of the Bid for the complete work. The Bid Bond shall be forfeited to the Board of Commissioners of Douglas County, Georgia as liquidated damages if the Bidder fails to execute the Contract and provide Performance Bond, Payment Bond, and Liability Insurance Certificate within fifteen (15) calendar days after being notified that he/she has been awarded the contract.

Payment will be made in accordance with the Douglas County's Financial Policy (**original invoice from contractor is required before payment will be made**).

All bidders must be Pre-Qualified with Georgia Department of Transportation (GDOT) and all subcontractors must be registered with GDOT. Qualifications of the Bidder will be reviewed before the Award of the Contract. The County may consider Award of the Contract to other than low Bidder.

The Douglas County Board of Commissioners reserves the right to reject any and all Bids and to waive any informalities.

Notice to Proceed (NTP) on this Project will be issued following receipt of the correct and fully executed Contract Documents and upon an approved Purchase Order in the full contract amount.

The Bid Form and Specifications are available for review at the Douglas County Purchasing Office 770.920.7247, 3rd Floor, Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia 30134 between the hours of 8:00 a.m. to 5:00 p.m. ET Monday through Friday.

Questions regarding this Invitation to Bid are to be delivered to:

Douglas County Purchasing Department
Mr. Bill Peacock, Purchasing Director
3rd Floor
8700 Hospital Drive
Douglasville, Georgia 30134
Fax: 770.920.7219
Email: bpeacock@co.douglas.ga.us

All questions must be received by **5:00 p.m., ET, Wednesday August 7, 2019** either by e-mail, mail or fax. No questions by telephone will be accepted. All responses will be provided by **5:00 p.m. ET, Wednesday, August 14, 2019**. No other County staff or officials associated with this Project should be contacted regarding this bid. **DOING SO, MAY RESULT IN BIDDER'S DISQUALIFICATION.**

Bid documents may be purchased at Superior Reprographics, Inc., 591 Thornton Road, Lithia Springs, Georgia, 30122 (770-944-7293) or email: print@superiorreprographics.com for \$99.78 per set. Such payments are non-refundable. Please reference **Douglas County Solicitation: 19-015**. Purchasing arrangements for Bid documents are strictly the responsibility of the bidder.

Superior Reprographics, Inc. is the **only** approved source for these plans and bid documents. Bidders must allow **24 hours** printing time for each order. Bidders are cautioned not to obtain bid documents from any other source, than the one mentioned above, to insure that the bid documents are complete and include the latest amendments/changes and addenda. **IT IS THE BIDDER'S RESPONSIBILITY TO INSURE THAT THEIR BID DOCUMENTS ARE COMPLETE AND CORRECT PRIOR TO BID SUBMITTAL.**

Completion Date for this Contract shall be:

TWO HUNDRED SEVENTY (270) CALENDAR DAYS FROM NTP

Bids shall be submitted in a sealed envelope, so marked as "Solicitation No. 19-015 Dorris/Highpoint/Bakers Bridge/Sweetwater Church Roads Intersection Improvement Project 08/23/2019, as well as the Bidder's name, addressed to the Douglas County Board of Commissioners, **ATTENTION:** Purchasing Director's Office, 8700 Hospital Drive, Douglasville, Georgia, 30134.

No Bid will be received or accepted after the above specified time and date of the Bid Opening. Bids submitted after the designated time and date will be deemed invalid and returned unopened to the Bidder.

DOUGLAS COUNTY

PROPOSAL INDEX

Project: Dorris/Highpoint/Bakers Bridge/Sweetwater Church Roads Intersection Improvement Project LET DATE: August 2019

This contract is broken into four sections as follows:

SECTION I	THE BIDDING DOCUMENTS NEEDED TO BID THIS PROJECT
SECTION II	THE CONTRACT DOCUMENTS NEEDED TO EXECUTE THE CONTRACT AS THE SELECTED BIDDER.
SECTION III	GENERAL CONDITIONS OF THE CONTRACT

GENERAL REQUIREMENTS

1. The work on this Project shall be governed by the project specifications in this document, the 2013 Edition of the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, Special Provisions, and Current Edition of the GDOT State of Georgia Supplemental Specifications Construction of Transportation Systems.

The materials used in The Work shall meet all quality requirements of the Contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work, have been completed and evaluated.

Upon request by the Engineer, the Contractor shall furnish formal written invoices from the materials suppliers. The invoices shall show the quantities and the dates shipped.

2. **DEFINITIONS AND TERMS:** Delete the following paragraphs from Section 101 of the 2013 Edition of the Georgia Department of Transportation State of Georgia Standard Specifications Construction of Transportation System and replace with the following:

DELETE:

REPLACE WITH:

101.10 Board

THE DOUGLAS COUNTY BOARD OF COMMISSIONERS

101.13 Chief Engineer

THE DIRECTOR OF THE DOUGLAS COUNTY DEPARTMENT OF TRANSPORTATION or appointee acting as his duly authorized representative

101.14 Commissioner

THE CHAIRMAN OF THE DOUGLAS COUNTY BOARD OF COMMISSIONERS

101.22 Department

THE DOUGLAS COUNTY DEPARTMENT OF TRANSPORTATION

101.24 Engineer

Same as **101.13** - Chief Engineer (above)

101.62 State Highway
Engineer

Same as **101.13** - Chief Engineer (above)

101.63 State

THE DOUGLAS COUNTY BOARD OF COMMISSIONERS

101.81 Treasurer

THE DIRECTOR OF PURCHASING

3. **CONTRACT COMPLETION DATE:** This Contract shall be completed on or before **270 (TWO HUNDRED SEVENTY) CALENDAR DAYS FROM NOTICE TO PROCEED**

DATE.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

CERTIFICATIONS

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the Bid non-responsive.

EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Plans for this project and the Georgia Department of Transportation State of Georgia Standard Specifications Construction of Transportation System, 2013 Edition, and current edition of the GDOT State of Georgia Supplemental Specifications Modifying the 2013 Standard Specifications Construction of Transportation Systems and the Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said specifications and plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials, in the manner specified.

I also hereby agree that Douglas County would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me there under and I should refuse to execute same and furnish Bonds and Liability Insurance as herein required, in consideration of which, I hereby agree that, in the event of such failure on my part to execute said Contract and furnish said Bonds and Liability Insurance within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby forfeited to Douglas County as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract Agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided or suffer liquidated damages in accordance with applicable specifications and regulations. I also propose to furnish a Performance & Payment Bonds and Liability Insurance, approved by the Douglas County Board of Commissioners, as required by the laws of the State of Georgia. These Bonds shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract, I hereby certify that employees of the company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of Douglas County nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

Also, by signing and submitting this Contract, I hereby certify that I will notify Douglas County through its Engineer of any business ventures entered into between employees of this

company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of Douglas County employees.

DRUG-FREE WORKPLACE CERTIFICATION

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

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____,
(Contractor's Name)

(Subcontractor's Name) certifies to the Contractor that a drug-free workplace will be provided to and for the Subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Subsection (b) of Code Section 59-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

NON-COLLUSION, CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to Douglas County, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to Douglas County to accept or reject this Proposal at any time within the prescribed bid hold period unless the successful bidder agrees in writing to a longer period of time for the Award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked of the Proposal, Plans, Specifications, and/or other documents pertaining to the Contract.

ADDENDA NOS.: 1__2__3__4__5__. I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF AMENDMENTS IS CAUSE FOR REJECTION OF BIDS.

Witness my hand and seal this, the _____ day of _____, 2019.

Contractor:

The bidder(s) whose signature(s) appears on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

(Print Company Name)

By: _____ (SEAL)
Corporate President/Vice President
or Individual Owner or Partner
(Strike through all except the one which applies).

Sworn to and subscribed before me this _____ day of _____, 2019.

Joint Bidder:

_____ (SEAL) _____
(Notary Public) (Print Company Name)

My commission expires the _____ day of _____, 20____. By _____ (SEAL)

Corporate President/Vice President
or Individual Owner or Partner.
(Strike through all except the one, which applies)

.....
FEDERAL ID NO./IRS NO.

Joint Bidder:

Company Name (Print)

By: _____ (SEAL)
Corporate President/Vice President
or Individual Owner or Partner
(Strike through all except the one which applies).

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ (hereinafter called the
Principal) and _____ (hereinafter
called the Surety), a Corporation chartered and existing under the laws of the State of _____
_____ with its principal offices in the City of _____
_____ and authorized to do business in the State of Georgia, are held and
firmly bound unto Douglas County, Georgia, in the full and just sum of: _____
_____ DOLLARS, and _____ CENTS
(\$ _____) good and lawful money of the United States of America, to be paid upon
demand to Douglas County, Georgia, to which payment will and truly to be made, we bind ourselves,
our heirs, executors, administrators and assigns jointly and severally and firmly by these presents:

WHEREAS, the Principal is about to submit, or has submitted to Douglas County, Georgia, a Proposal
for furnishing materials, labor and equipment for:

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

NOW, THEREFORE, the conditions of this obligation are such that if the Proposal be accepted, the
Principal shall within fifteen (15) days after receipt of notification of the acceptance, execute a Contract
in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and
manner required by Douglas County, Georgia, and execute a sufficient and satisfactory Certificate
of Liability Insurance, Performance Bond and Payment Bond payable to Douglas County,
Georgia. The Performance Bond shall be 100% of the total Contract Price, and the Payment
Bond shall be 110% of the total Contract Price, in form and with security satisfactory to said Douglas
County, Georgia, and 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 Douglas County, Georgia, upon demand, the amount hereof in
good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed
and sealed this _____ day of _____, 2019.

Principal (SEAL) _____ Surety (SEAL)
By: _____ By: _____
Address: _____ Address: _____

Telephone No: _____ Telephone No: _____

INSURANCE REQUIREMENTS

Prior to execution of the Contract, and at all times that the Contract is in force, the Contractor shall obtain, maintain and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia and an A.M. Best Rating A-6 or higher and acceptable to the County covering:

- 1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability
 - Bodily Injury by Accident - \$500,000 Each Accident
 - Bodily Injury by Disease - \$500,000 Policy Limit
 - Bodily Injury by Disease - \$500,000 Each Employee

- 2. Comprehensive General Liability Insurance
- 3.
 - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
 - (b) Owner's and Contractor's Protective
 - (c) Blanket Contractual Liability
 - (d) Blanket "X", "C" and "U"
 - (e) Products/Completed Operations Insurance
 - (f) Broad Form Property Damage
 - (g) Personal Injury Coverage

- 4. Automobile Liability
- 5.
 - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
 - (b) Comprehensive Form covering all Owned, Non-owned and Hired Vehicles

- 6. Umbrella Liability Insurance
 - (a) 4,000,000 Limit of Liability
 - (b) Coverage at least as Broad as Primary Coverage as outlined under Items 1, 2, 3 above

5. Douglas County Board of Commissioners (DCBC), its subcontractors and affiliated companies, its officers, directors and employees shall be named on the Certificates of Insurance as Additional Insureds and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of Douglas County, arising out of Contractor's operations. Copies of the endorsements shall be furnished the County prior to execution of the Contract. Such insurance is Primary Insurance and shall contain a Severability of Interest clause as respects to each Insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the County. Any separate insurance maintained in force by the Additional Insureds named above shall not contribute to the insurance extended by Contractor's Insurer(s) under this Additional Insured Provision.

Certificate Holder Should Read: Douglas County Board of Commissioners

**Dorris/Highpoint/Bakers Bridge/Sweetwater Church Roads Intersection
Improvement Project
PROJECT NUMBER: Intersection Improvement**

Agent: _____ Telephone No. _____

Address: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the forgoing Proposal; that

_____, who signed Proposal on behalf of the Contractor, was then (title) _____ of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers, that said Corporation is organized under the laws of the State of _____, this _____ day of _____, 2019.

(SEAL)

(Signature)

(Company)

(Address)

(Telephone No)

LIST OF SUBCONTRACTORS

I do _____, do not _____, Propose to subcontract some of the work on this project.

I propose to subcontract work to the following subcontractors:

NAME AND ADDRESS

TYPE OF WORK

Contractor Name: _____

GENERAL NOTES

1. All references in this document, which includes all papers, writings, documents, drawings, or photographs used or to be used, in connection with this document, to the State Highway Department of Georgia, State Highway Department, Georgia State Highway Department, Highway Department, or Department when the context thereof means the State Highway Department of Georgia, and shall be deemed to mean, the Department of Transportation.
2. The data, together with all other information shown on the plans, or in any way indicated thereby, whether by drawings or notes, or in any other manner, are based upon field investigations and are believed to be indicative of actual conditions. However, the same are shown as information only, are not guaranteed and do not bind the Department of Transportation in any way. The attention of the bidder is specifically directed to Sections 102.04, 102.05, 102.06 and 104.03 of the Specifications – current edition.
3. Dorris/Highpoint/Bakers Bridge/Sweetwater Church Roads Intersection Improvement Project work shall be in accordance with the project specifications in this document, applicable sections of the DOT standard specifications and plans entitled "Improvement Project Intersection Bakers Bridge with Sweetwater Church Roads / Dorris Road" prepared by Paulding/Douglas County Departments of Transportation., dated 03/08/19.
4. **CONTRACTOR/SUBCONTRACTOR AFFIDAVITS:** On this project, the successful Contractor and each of his Subcontractors shall be required to fill in and sign a copy of the appropriate respective affidavit. The signed affidavits are to be submitted as a part of the Contract and are required before an NTP will be issued.
5. **NOTICE TO PROCEED (NTP):** On this project, the NTP will be issued upon correct and fully executed Contract Documents between the Successful Bidder and the County and upon approval of a Purchase Order in the contract amount.
6. The Contractor shall have on The Work at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed who shall receive instructions from the Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished, irrespective of the amount of work sublet.

The Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.
7. **The Contractor shall fax or email a copy of all required test results to Douglas County Department of Transportation as soon as they are available. Fax number is 770-920-4933, ATTN: Project Manager.**
8. **SURETIES:** Douglas County only accepts payment and performance bonds from sureties listed on the US Treasury list of approved sureties.
9. **ASPHALT CEMENT PRICE ADJUSTMENT:** For this contract, no price adjustment shall be considered.
10. The Contractor shall furnish advance-warning signs and shall have warning signs at all roads and streets that intersect this road while work is in progress. The signs shall be in accordance with Section 150 of the Special Provisions of the GDOT Standard. **This work will not be paid for separately, but shall be included in the Bid Price for Item 150, Traffic Control.**

GENERAL NOTES continued . . .

11. In preparation of the work on or along the roadway, the contractor shall place all necessary warning signs and construction barriers to secure the work area so the work can be done in a safe manner . **This will not be paid for separately, but shall be included in the Overall Bid Price.**
12. The Contractor's attention is directed to Section 149 of the Specifications - current edition - Construction Layout. The Contractor shall provide the necessary construction layout. **Cost for this work shall be included in the overall bid price.**
13. **REMOVAL of MISCELLANEOUS ROADWAY ITEMS:** The removal and disposal of Miscellaneous Roadway items, including , but not limited to, Wingwalls, pipe, curbs, pavement, edge preparation grass, weeds, soils , and debris, unacceptable materials, and abandoned obstructions shall become the property and responsibility of the Contractor. Any Miscellaneous Roadway Items to be disposed of shall be done so off the project and in a manner so as to comply with applicable laws. **This work and any item to be removed that is not identified as a pay item shall not be paid for separately, but shall be included in the Overall Bid Price.**
14. **REPAIR of MINOR DEFECTS:** Potholes and broken areas caused by the work shall be patched and compacted as directed by the Engineer. Disposal of debris and material is the responsibility of the Contractor and shall be disposed of offsite in accordance with applicable laws.
Except as items are included in the Detailed Estimate/Bid Form, The Contractor shall replace all pavement markings within the project limits in accordance with Section 150 of the Georgia Department of Transportation Standard Specifications, Construction of Transportation System, 2013 Edition, as amended. **This work will not be measured for separate payment, but shall be included in the Lump Sum Bid Price for Item 150 – Traffic Control.**
15. **LIQUIDATED DAMAGES:** Liquidated damages on this project shall be assessed in accordance with Department of Transportation, State of Georgia Supplemental Specification Section 108-Prosecution and Progress Sub-Section 108-08 in the latest edition.
16. **INSPECTION AND ACCEPTANCE:** Upon proper written notice from the contractor of presumptive completion of the entire project, the Engineer will make an inspection. If all construction provided for and contemplated by the Contract is found completed to his/her satisfaction, that inspection shall constitute the Final Inspection and the Engineer will make the final Acceptance and notify the Contractor, in writing, of this Acceptance as of the date of the Final Inspection. If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of the same and **the contractor shall immediately comply with and execute such instructions. Corrections (Punch List Items) are considered a part of the original bid and will not be considered for additional compensation.**

GENERAL NOTES continued . . .

- 17. INTEFERENCE WITH TRAFFIC:** No lane closures or interference with traffic beyond the project limits will be allowed unless approved by the Engineer. Any request for variance to these restricted hours must be made in advance and approved by the Engineer. Night time or weekend will not be allowed. The Department further reserves the right to restrict construction operations at any time, when, in the opinion of the Engineer, the continuance of the work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling or general public.
- 18. Utility adjustments**, i.e. manholes, water valves, gas valves, etc. are not included in this contract. However, utility coordination is required between the Contractor and the Utility owner.
- 19. Payment** for work satisfactorily completed will be made on a monthly basis for work performed the previous month. The Contractor shall submit a certified, line item, pay request detailing the quantities for which payment is being requested. Each request for payment must be accompanied by a certified statement that all materials and workmanship incorporated into the work, for which the pay request represents, is in accordance with all required Douglas County and or GDOT Specifications

APPENDIX A

BID FORM

**Dorris/Highpoint/Bakers Bridge/Sweetwater Church
Roads Intersection Improvement Project**

PROJECT NUMBER: Intersection Improvement

APPENDIX A

Bakers Bridge / Sweetwater Church / Highpoint / Dorris Roads Intersection Improvements Project Bid Schedule

Sheet 1 of 4

Item No.	Item Description	Units	Quantity	Unit Price	Bid Amount
150-1000	TRAFFIC CONTROL-BAKERS BRG RD /SWEETWATER CH RD / DORRIS RD / HIGHPOINT RD. INTERSECTION IMPR. PROJECT	LS	1		
163-0232	TEMPORARY GRASSING	AC	1.49		
163-0240	MULCH	TN	114		
163-0300	CONSTRUCTION EXIT	EA	4		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	2		
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RAIP RAP/SAND BAGS	EA	42		
165-0010	MAINT OF TEMPORARY SILT FENCE, TYPE A	LF	723		
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	756		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	4		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	2		
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	2		
167-1500	WATER QUALITY INSPECTION	MO	12		
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	1445		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	944		
318-3000	GR AGGR SURFACE CRS	TN	25		
210-0100	GRADING COMPLETE- BAKERS BRG RD /SWEETWATER CH RD / DORRIS RD / HIGHPOINT RD. INTERSECTION IMPR. PROJECT	LS	1		

This unit price bid schedule can be inserted as an amended page in the bid documents. DO NOT DISASSEMBLE THE BID DOCUMENTS.

Bakers Bridge / Sweetwater Church / Highpoint / Dorris Roads Intersection Improvements Project
Bid Schedule

Sheet 2 of 4

Item No.	Item Description	Units	Quantity	Unit Price	Bid Amount
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	150		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	100		
402-3130	RECY ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM	TN	583		
402-3121	RECYL ASPH CONC 25 MM SUPERPAVE, PG1 OR 2, INCL BITUM	TN	272		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GR 1 OR 2, INCLUDE BITUM	TN	205		
413-0750	BITUM TACK COAT	GL	482		
432-5010	MILL ASPH CONC PVTM, VARIABLE DEPTH	SY	1200		
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	35		
441-0104	CONC SIDEWALK, 4IN.	SY	10		
444-2000	SAWED JOINTS IN EXISTING PAVEMENT -ASPHALT	LF	2750		
446-1100	PVTM REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	2750		
500-9999	CLASS B CONC, BASE OR PVTM WIDENING	CY	70		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	120		
550-2180	SIDE DRAIN, 18 IN, H 1-10	LF	80		
550-3418	SAFETY END SECTION, 18 IN, SIDE DRAIN, 4:1 SLOPE	EA	4		
550-4118	FLARED END SECTION 18 IN, SIDE DRAIN	EA	4		
550-4218	FLARED END SECTION 18 IN. STORM DRAIN	EA	2		
600-0001	FLOWABLE FILL	CY	9		

This unit price bid schedule can be inserted as an amended page in the bid documents. DO NOT DISASSEMBLE THE BID DOCUMENTS.

Bakers Bridge / Sweetwater Church / Highpoint / Dorris Roads Intersection Improvements Project
Bid Schedule

Sheet 3 of 4

Item No.	Item Description	Units	Quantity	Unit Price	Bid Amount
603-2181	STN DUMPED RIP RAP, TP3, 18IN.	SY	20		
603-7000	PLASTIC FILTER FABRIC	SY	20		
610-6515	REM HIGHWAY SIGN, STD	EA	9		
611-4997	RESET METAL GATE	EA	3		
631-8000	TESTING (ALLOWANCE)	LS	1		
636-2070	GALV STEEL POSTS, TP 7	LF	143		
636-1045	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	84		
643-0050	TEMPORARY FIELD FENCE, FOR LIVESTOCK	LF	300		
643-1132	CHAINLINK FENCE, ZC COAT, 4FT, 9GA	LF	650		
643-8000	GATE, FIELD FENCE	EA	3		
647-1000	TRAFFIC SIGNAL INSTALLATION NO.1	LS	1		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	8		
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	3450		
653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	3800		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	100		
653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8IN, WHITE	LF	440		
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5IN, WHITE	LF	400		

This unit price bid schedule can be inserted as an amended page in the bid documents. DO NOT DISASSEMBLE THE BID DOCUMENTS.

Bakers Bridge / Sweetwater Church / Highpoint / Dorris Roads Intersection Improvements Project
Bid Schedule

Sheet 4 of 4

Item No.	Item Description	Units	Quantity	Unit Price	Bid Amount
653-6006	THERMOPLASTIC TRAFFIC STRIPING, YELLOW	SY	170		
654-1001	RAISED PVMT MARKERS TP 1	EA	56		
654-1003	RAISED PVMT MARKERS TP 3	EA	40		
668-2100	DROP INLET, GP1	EA	2		
700-6910	PERMANENT GRASSING	AC	0.67		
700-7000	AGRICULTURAL LIME	TN	5		
700-7010	LIQUID LIME	GL	5		
700-8000	FERTILIZER MIXED GRADE	TN	1		
700-8100	FERTILIZER NITROGEN CONTENT	LB	75		
700-9300	SOD	SY	4000		
716-2000	EROSION CONTROL MATS, SLOPES	SY	875		
				TOTAL BID:	
CONTRACTOR: _____					
AUTHORIZED REPRESENTATIVE'S NAME: _____					
AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____ Date: _____					

This unit price bid schedule can be inserted as an amended page in the bid documents. DO NOT DISASSEMBLE THE BID DOCUMENTS

SECTION II

AGREEMENT FOR CONSTRUCTION

CONTRACT DOCUMENTS

TABLE OF CONTENTS

- A. OATH OF SUCCESSFUL BIDDER
- B. CONTRACT PERFORMANCE BOND
- C. PAYMENT BOND
- D. AGREEMENT
- E. INSURANCE REQUIREMENTS
- F. CONTRACTOR/SUBCONTRACTOR AFFIDAVITS

CONTRACT
OATH OF SUCCESSFUL BIDDER

Personally appeared before the undersigned officer duly authorized by law to administer oaths and 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
(Company

Name) _____

(Address) _____

(Telephone No.) _____, in bidding or procuring a Contract with
DOUGLAS County, Georgia on the following project(s):

**Bakers Bridge / Sweetwater Church / Highpoint / Dorris Roads Intersection
Improvements Project PROJECT NUMBER: Intersection Improvement**

And that said (has/have) 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 whatsoever 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.

By:

Sworn to and subscribed before me this _____ day
of _____, 2019.

NOTARY PUBLIC
(SEAL)

(N

DOUGLAS COUNTY, GEORGIA

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ (hereinafter called the Principal)
and

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

_____ dollars, and
_____ cents

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

WHEREAS, the above bound Principal has entered into a Contract or Contracts with the said Owner, bearing the date of _____, 2019, for furnishing material, labor and equipment for:

**Bakers Bridge / Sweetwater Church / Highpoint / Dorris Roads Intersection
Improvements Project PROJECT NUMBER: Intersection Improvement**

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

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall in all respects fully comply with the terms and conditions of said Contract, and his obligation thereunder, including the Specifications and Proposal, therein referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided for, and including one-year guarantee period from date of Final Acceptance, and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss, to which the said Owner may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default, including patent infringement, on part of said Principal, his agents or employees, in the execution or performance of said Contract, and shall promptly pay all just claims for damages or injury to property and for all Work done, or skills, tools and machinery,

supplies, labor, and materials furnished and debts incurred by said Principal in or about the construction or improvement contracted for this obligation to be void; otherwise, in full force and effect.

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

CONTRACT PERFORMANCE BOND

This Bond shall be for the use of all persons doing work or furnishing skill, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the Official Code of the State of Georgia, as amended, and is intended to be and shall be construed to be a Bond in compliance with the requirements thereof.

The life of this Bond extends through the Life of the Contract, including the sixty-day maintenance period, and until one year after the Final Acceptance of the Work by the Owner.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in quadruplicate, this _____ day of _____, 2019

CONTRACTOR

(Company Name)

Attest: _____ **By:**

(SEAL)

Title:

Title: _____

SURETY

(Company Name)

Attest: _____

By:
(SEAL)

Title:

Title: _____

(Local Agent's Signature)

(Name Printed or Typed)

(Company Name)

(Address)

(Telephone No.)

Executed in Quadruplicate

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ as
Principal, _____ and
as Surety, are held and firmly bound unto DOUGLAS County, in the full sum of **(110% of**
the Total Contract
Price) _____
_____ dollars _____ and
_____ cents

(\$ _____), for the use and protection of said DOUGLAS County, Georgia and all subcontractors and all persons supplying labor, materials, and machinery, and equipment for the performance of the Work provided for in the Contract hereinafter referred to, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the above bound Principal has entered into a Contract or Contracts with DOUGLAS County, Georgia, dated the _____ day of _____, 2019, for furnishing material, labor and equipment for:

**Bakers Bridge / Sweetwater Church / Highpoint / Dorris Roads Intersection
Improvements Project PROJECT NUMBER: Intersection Improvement**

WHEREAS, it was one of the conditions of the Award by DOUGLAS County pursuant to which said Contract was entered into, that these presents shall be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall promptly pay all subcontractors and all other persons supplying labor, materials, machinery, and equipment furnished for the performance of the Work provided for by said Contract, and such alterations or additions as may be made therein or in the Plans and Specifications, then this Bond to be void; otherwise, in full force and effect, and

The Surety to this Bond, for value received, agrees that no change, extensions of time, alterations or additions to the terms of the Contract or the Work to be performed thereunder of the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and alterations or additions to the terms of the Contract or the Work or to the Specifications. It is agreed that this Bond is executed pursuant to and in accordance with the provisions of the Official Code of the State of Georgia, as amended, and is intended to be and shall be construed to be a Bond in compliance with the requirements thereof.

PAYMENT BOND

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in quadruplicate, this _____ day of _____, 2019

CONTRACTOR

(Company Name)

Attest: _____

By:
(SEAL)

Title: _____
Title: _____

SURETY

(Company Name)

Attest: _____ By: _____
(SEAL)

Title: _____ Title: _____

(Local Agent's Signature)

(Name Printed or Typed)

(Company Name)

(Address)

(Telephone No.)

Executed in Quadruplicate

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019 by and between DOUGLAS County, Georgia, (Party of the First Part, hereinafter called _____ the _____ County) and _____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for and in consideration of _____

_____ dollars
and _____ cents (\$ _____) and other
good and valuable consideration, and under the penalty expressed in Bonds hereto
attached, to furnish all equipment, tools, materials, skill, and labor of every description
necessary to carry out and complete in good, firm, and substantial and workmanlike
manner, the Work specified, in strict conformity with the Drawings and the
Specifications hereinafter set forth, which Drawings and Specifications together with the
base bid Proposal made by the Contractor, General Conditions, Special Provisions,
Detailed Specifications, and this Agreement, shall all form essential parts of this
Contract. The Work covered by this Contract includes all Work indicated on Plans and
Specifications and listed in the Proposal entitled:

**Bakers Bridge / Sweetwater Church / Highpoint / Dorris Roads Intersection
Improvements Project PROJECT NUMBER: Intersection Improvement**

The Contractor shall commence the Work with adequate forces and equipment within
ten (10) days from receipt of Notice to Proceed from the County and shall complete the
Work on or before **270 (TWO HUNDRED SEVENTY) CALENDAR DAYS FROM NOTICE
TO PROCEED DATE.**

Liquidated Damages for this project shall be as set forth in Section 108.08 per
calendar day past this date, in accordance with Section 108.08, 2013 Edition of the
Georgia Department of Transportation Standard Specifications Construction of
Transportation Systems, Special Provisions, and all current Supplemental
Specifications.

As full compensation for the faithful performance of this Contract, the County shall pay
the Contractor in accordance with the General Conditions and the prices stipulated in
the Bid hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the
execution of this Agreement and the Surety Bonds hereto attached for its faithful
performance, the County shall deem the Surety or Sureties upon such Bonds to be
unsatisfactory, of, 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
receipt of Notice from the County so to do, furnish an additional Bond or Bonds in such
form and amount, and with such Surety or Sureties as shall be satisfactory to the
County. In such event no further payment to the Contractor shall be deemed to be due
under this Agreement until such new or additional security for the faithful performance of
the Work shall be furnished in manner and form satisfactory to the County.

AGREEMENT

The Contractor hereby assumes the entire responsibility and liability for any and all
injury to, or death of any and all persons, including the Contractor's agents, servants,

and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, or by the County, and the Contractor shall indemnify and hold harmless the County against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of the County (except that the County shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged or record any judgment which may be rendered against the County arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify the County from any and all claims, expense, loss, damages, or injury; and the County in its discretion, may require the Contractor to furnish a Surety Bond satisfactory to the County providing for such protection and indemnity, which Bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

The Contractor, at all times that this Contract is in force, agrees to provide, as a minimum, insurance coverage in accordance with the attached Insurance Requirements. The County shall be named on the Certificate of Insurance as Additional Insured's and endorsed on the Policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of the County arising out of Contractor's operations. Copies of the endorsements shall be furnished to the County prior to the execution of the Contract. Such insurance is primary insurance and shall contain a Severability of Interest Clause as respects each insured. Such policies shall be non-cancellable except on thirty (30) days written notice to the County. Any separate insurance maintained in force by the Additional Insured's named above shall not contribute to the insurance extended by Contractor's insurer(s) under this Additional Insured provision.

AGREEMENT

The Contract executed in quadruplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing.

IN WITNESS WHEREOF, The Parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

EXECUTED this _____ day of _____, 201__.

DOUGLAS COUNTY, GEORGIA

Attest: _____

County Clerk
DOUGLAS COUNTY
COMMISSIONERS

By:
(SEAL)

Chairman
DOUGLAS COUNTY BOARD OF

CONTRACTOR

Attest: _____

By:
(SEAL)

Title: _____

Title: _____

Approved as to Form:

By: _____

Attorney
DOUGLAS COUNTY, GEORGIA

INSURANCE REQUIREMENTS

Prior to execution of the Contract, and at all times that the Contract is in force, the Contractor shall obtain, maintain and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia and an A.M. Best Rating A-6 or higher and acceptable to the County covering:

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability
 - Bodily Injury by Accident - \$500,000 Each Accident
 - Bodily Injury by Disease - \$500,000 Policy Limit
 - Bodily Injury by Disease - \$500,000 Each Employee

2. Comprehensive General Liability Insurance
 - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
 - (b) Owner's and Contractor's Protective
 - (c) Blanket Contractual Liability
 - (d) Blanket "X", "C" and "U"
 - (e) Products/Completed Operations Insurance
 - (f) Broad Form Property Damage
 - (g) Personal Injury Coverage

3. Automobile Liability
 - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
 - (b) Comprehensive Form covering All Owned, Non-owned and Hired Vehicles

4. Umbrella Liability Insurance
 - (a) \$4,000,000 Limit of Liability
 - (b) Coverage at least as Broad as Primary Coverage as outlined under Items 1, 2 and 3 above

7. Douglas County Board of Commissioners (DCBC), its subcontractors and affiliated companies, its officers, directors and employees shall be named on the Certificates of Insurance as Additional Insureds and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of Douglas County, arising out of Contractor's operations. Copies of the endorsements shall be furnished the County prior to execution of the Contract. Such insurance is Primary Insurance and shall contain a Severability of Interest clause as respects to each Insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the County. Any separate insurance maintained in force by the Additional Insureds named above shall not contribute to the insurance extended by Contractor's Insurer(s) under this Additional Insured Provision.

Certificate Holder Should Read: Douglas County Board of Commissioners
Bakers Bridge / Sweetwater Church / Highpoint / Dorris Roads Intersection
Improvements Project PROJECT NUMBER: Intersection Improvement

Agent: _____ **Telephone No.**

Address:

CONTRACTOR AFFIDAVIT AND AGREEMENT

(Contractor, Please Fill This Out For This Contract)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Douglas County, Georgia has registered with and is participating in a federal work authorization program* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Douglas County, Georgia, contractor shall secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Douglas County, Georgia at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

(Contractor Name)

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public
My Commission Expires:

*As of July 1, 2007, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

STATE OF GEORGIA
COUNTY OF DOUGLAS

SUBCONTRACTOR AFFIDAVIT

(Contractor, Please Have Your Subcontractor Fill This Out for This Contract)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Douglas County, Georgia has registered with and is participating in a federal work authorization program* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot Program* User Identification Number

(Subcontractor Name)

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

Notary Public
My Commission Expires:

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STATE OF GEORGIA
COUNTY OF DOUGLAS

SUBCONTRACTOR AFFIDAVIT

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EEV/Basic Pilot Program* User Identification Number

(Subcontractor Name)

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

Notary Public
My Commission Expires:

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**STATE OF GEORGIA
COUNTY OF DOUGLAS**

SUBCONTRACTOR AFFIDAVIT

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EEV/Basic Pilot Program* User Identification Number

(Subcontractor Name)

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

Notary Public
My Commission Expires:

*As of July 1, 2007 O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**STATE OF GEORGIA
COUNTY OF DOUGLAS**

SUBCONTRACTOR AFFIDAVIT

(Contractor, Please Have Your Subcontractor Fill This Out For This Contract)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Douglas County, Georgia has registered with and is participating in a federal work authorization program* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot Program* User Identification Number

(Subcontractor Name)

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

Notary Public
My Commission Expires:

*As of July 1, 2007 O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**STATE OF GEORGIA
COUNTY OF DOUGLAS**

SUBCONTRACTOR AFFIDAVIT

(Contractor, Please Have Your Subcontractor Fill This Out For This Contract)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Douglas County, Georgia has registered with and is participating in a federal work authorization program* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot Program* User Identification Number

(Subcontractor Name)

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

Notary Public
My Commission Expires:

*As of July 1, 2007 O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA
COUNTY OF DOUGLAS

SECTION III

GENERAL CONDITIONS

SPECIAL REQUIREMENTS
SUPPLEMENTARY SPECIFICATIONS

SECTION III

GENERAL CONDITIONS

The work to be done under this Contract consists of, but is not limited to, furnishing all labor, equipment and materials required for construction of the BAKERS BRIDGE / SWEETWATER CHURCH / DORRIS & HIGHPOINT ROADS INTERSECTION IMPROVEMENT PROJECT, which includes addition of turn lanes, drainage improvements, upgrades to the traffic signal, paving and all associated roadway improvements.

The work shall be per design as shown on a set of plans entitled "Improvement Project Intersection of Bakers Bridge Road with Sweetwater Church Road / Dorris Road" prepared by Paulding / Douglas County Departments of Transportation., dated 03/08/2019.

SPECIAL REQUIREMENTS

1. All testing required for the various elements of the project shall be performed by an independent testing firm. The cost associated with testing shall be paid for by the contractor out of the CASH ALLOWANCE item No. 631-8000 in the bid schedule. The county will select a testing firm from a list submitted by the contractor. The selected firm will work under the auspices of the county and provide the test results to the county and the contractor. Payment for the testing services required by the project shall be made from the CASH ALLOWANCE item in the bid. The contractor shall include an allowance of \$20,000 for this item in his bid. Any re-testing required by failure of the first test sample shall be at the contractor's expense and will not be covered under this item. Cost of re-testing for failed test shall be included in the overall bid for the various items.
2. No part of the road may be blocked or access restricted prior to 9 AM or after 4 PM.

SUPPLEMENTARY SPECIFICATIONS

SECTION NO. 01010

SUMMARY OF WORK

1.01 LOCATION

- A. The work described by the Specifications is located in Douglas and Paulding Counties, Georgia. The location of the various components is shown on the drawings entitled Improvement Project Intersection of Bakers Bridge Road with Sweetwater Church Road / Dorris Road prepared by the Douglas and Paulding County Department of Transportation, dated 03/08/2019. Unless otherwise stipulated herein, all work shall conform to the current edition of the Georgia DOT Standard Specifications for Construction of Transportation Systems as amended.

1.02 WORK INCLUDED

- A. The work to be done under this Contract consists of, but is not limited to, furnishing all labor, equipment and materials required for construction of the **BAKERS BRIDGE / SWEETWATER CHURCH / DORRIS & HIGHPOINT ROADS INTERSECTION IMPROVEMENT PROJECT**, which includes addition of turn lanes, drainage improvements, upgrades to the traffic signal, paving and all associated roadway improvements.
- B. All work shall be in accordance with the applicable GDOT, Paulding County, Douglas County and Douglasville-Douglas County Water Sewer Authority requirements.

All work shall be performed according to the requirements of the construction drawings and the current GDOT specifications, unless otherwise stipulated herein.

1.03 WORK COORDINATION

- A. The Contractor shall coordinate his work with third parties (such as public utilities including WSA) in areas where such parties may have rights to underground property or facilities, and if necessary request maps or other descriptive information as to the nature and location of such underground facilities or property.
- B. The Contractor shall also coordinate his work with owners of private and public property where access is required for the performance of the work. All work shall be performed within the road right of way or within easements or access rights acquired in connection with this project. Access to adjoining properties shall be kept open at all times.

1.04 CONDITIONS AT THE SITES

- A. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.
- B. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
- C. Nothing in these Contract Documents or associated Drawings shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of the operations.

1.05 QUANTITIES

- A. The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

END OF SECTION

Part 1 General

1.01 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials and performing all operations required to complete the work satisfactorily in place as specified and as indicated on the Drawings.

1.02 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the record drawings. The record drawing lengths, dimensions, quantities, etc. shall be determined by a survey after the completion of all required work. Said survey shall conform to Section 01720 of these Specifications. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- C. Payment for the items in the bid will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the

Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.

- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials and for performing all operations required to provide to the Owner the entire Project complete in place as specified and as indicated on the Drawings.

- F. "Products" shall mean materials or equipment permanently incorporated into the work.

1.03 Allowance for Testing

A. General

1. The Contractor shall include in the Bid Total an allowance for materials and field testing as stated in the Contract Documents. This allowances shall cover the net cost of the services provided by a geotechnical firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.

2. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition. The Contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction and density tests.

3. No payment shall be provided for services that fail to verify required results.

B. Should the net cost be more or less than the specified amount of

the allowance, the Contract will be adjusted accordingly by supplemental agreement. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.

C. Documentation

1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
2. Submit results of services provided which verify required results.

D. Schedule of Cash Allowance (If utilized in Bid Form. If no cash allowances are used in bid form, then contractor shall provide these items and shall include their costs within other bid items.)

1. Soils and Concrete Testing: Allow the amount provided in the Bid for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and backfill, and similar issues and for the testing of concrete cylinders for poured in place concrete.

1.04 Clearing and Grubbing

- A. No separate payment shall be made for clearing and grubbing.
- B. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.

1.05 Erosion and Sedimentation Control

A. General

1. No separate payment shall be made for temporary and/or permanent erosion and sedimentation controls, except as noted below. All other temporary and/or permanent erosion and sedimentation control costs shall be included in the unit price bid for the item to which it pertains.
2. No payment will be made for any portion of the Project

for which temporary erosion and sedimentation controls are not properly maintained.

3. Quantities for payment shall be based upon actual quantity constructed and authorized by the Owner as provided for in the bid.

1.06 Earthwork

A. Earth Excavation

1. No separate payment will be made for earth excavation. The cost of such work and all costs incidental thereto shall be included in the price bid for the grading complete item in the bid.
2. No separate payment will be made for providing sheeting, bracing and timbering.

B. Rock Excavation

1. If Rock excavation is necessary, upon approval by the county, it will be subject to a supplemental agreement. The cost of rock excavation shall not exceed the current GDOT item means plus 10%. If additional costs are anticipated by the bidder above 10% above the current GDOT item means, such cost shall be included by the bidder in the unit price bid for the various pertinent items.
2. Payment will be made for approved measured quantity of rock excavated, at the GDOT unit means price per cubic yard. The unit price for rock excavation shall include the cost of rock excavation, the cost of disposing of rock, the cost of providing sufficient and suitable fill material and all costs incidental thereto. The allowable volume of rock excavation for payment, unless otherwise authorized by the Engineer, shall be based on the measurements described below. No allowance shall be made for excavation beyond the required dimensions.
3. Horizontal measurement shall be to the actual dimension of the excavation, but not exceeding one foot beyond the outer surface of the structure or a minimum of two feet

from a wall.

4. Depth measurement shall be made from the original top of rock to the bottom of the structure or ditch as specified, or to the bottom of the rock, whichever has the higher elevation.
5. The Engineer must be given reasonable notice to measure all rock.

C. Foundation Excavation

1. Costs for undercutting, foundation preparation, and removal and replacement of unsuitable material where shown on the Drawings or specified, shall be included in the appropriate lump sum bid.
2. Where ordered by the Engineer, undercutting of rock and replacement with crushed stone will be paid for at the unit price bid for rock excavation. The quantity shall equal one foot of depth over the horizontal dimensions authorized by the Engineer.
3. No separate payment will be made for concrete backfill of trenches beneath structures. The cost of this work and all costs incidental thereto shall be included in the price bid for the item to which the work pertains.
4. Additional costs of corrective work, made necessary by unauthorized excavation of earth or rock, shall be borne by the Contractor.

D. Dewatering: No separate payment will be made for dewatering required to accomplish the work.

E. Backfilling: No separate payment will be made for backfilling or excavation, hauling and placement of borrow material. The cost of all such work and all costs incidental thereto shall be included in the unit price bid for the item to which the work pertains.

1.07 Trench Excavation and Backfill

A. No separate or additional payment will be made for any special or

unique method, means, techniques or equipment necessary for the Contractor's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

B. Trench Excavation: No separate payment will be made for trench excavation. All costs shall be Included in the unit price bid for the item to which it pertains at the appropriate depth.

C. Sheeting, Bracing and Shoring: No separate payment will be made for providing any sheeting, bracing and shoring.

D. Rock Excavation:

1. If Rock excavation is necessary, upon approval by the county, it will be subject to a supplemental agreement. The cost of rock excavation shall not exceed the current GDOT item means plus 10%. If additional costs are anticipated by the bidder above 10% above the current GDOT item means, such cost shall be included by the bidder in the unit price bid for the various pertinent items.

2. The unit price as defined in item 1 above for Rock Excavation shall include all costs of rock excavation, the cost of additional bedding and backfill material as specified and all costs incidental thereto.

3. The maximum allowable volume of rock excavation for payment shall be based on a trench width equal to the outside diameter of the pipe barrel plus 18-inches but not less than 36-inches and a depth of rock on the pipe centerline, from the top of the rock to the bottom of the rock or the specified bottom of the trench, whichever has the higher elevation.

4. The Engineer must be given reasonable notice to measure all rock.

5. No allowance shall be made for excavating to extra widths for construction of manholes or other appurtenances, for excavating to sloping sides, or for excavations made necessary by the physical limitations of the Contractor's equipment. Cost of such additional rock excavation shall be included in the unit price bid for the item to which it pertains.

6. Payment for blasting monitoring shall be made from the

"Blasting Monitoring" cash allowance. A fee must be agreed upon by the Engineer prior to the Contractor employing an independent, qualified specialty subcontractor to monitor the blasting. If the Contractor employs the specialty subcontractor prior to the Engineer's approval of the fee, all such costs are subject to non-reimbursement.

E. Dewatering Excavations: All costs of equipment, labor and materials required for dewatering shall be included in the price bid for the item to which it pertains.

F. Trench Foundation and Stabilization

1. No separate payment will be made for trench stabilization. If the pipe is installed in an inadequately prepared trench bottom, the Engineer will not authorize payment for that portion of that length of pipe which was improperly installed.
2. Any portion of trench foundation found to be inadequately prepared or which has allowed the pipe to settle or deflect must be corrected and properly stabilized before the pipe is reinstalled.

G. Bedding and Haunching

1. No additional payment will be made for additional trench depth.
2. No separate payment will be made for material used to provide specified bedding. The cost of all bedding materials shall be included in the unit price bid for the item to which it relates, except for trench stabilization.
3. No additional payment will be made for improved bedding required to compensate for over excavation of the trench.

H. Initial Backfill

1. No separate payment shall be made for initial backfill.
2. No separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.
3. No separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet the

compaction requirements.

4. No separate payment shall be made for providing select backfill material if the insitu material cannot meet the compaction requirements, except as may be allowed in Paragraph J of this Article of the Specifications.

I. Final Backfilling

1. No additional payment will be made for additional material for backfill. All costs associated therewith shall be included in the Grading Complete item in the bid.

2. No separate payment shall be made for drying out the final backfill material in order to meet the compaction requirements.

3. No separate payment shall be made for the adding of moisture to the final backfill materials in order to meet the compaction requirements.

4. No additional payment will be made for providing select backfill material if the insitu material cannot meet the compaction requirements, except as may be allowed in Paragraph J of this Article of the Specifications.

J. Select Backfill

1. No payment will be made for select backfill, all costs associated therewith shall be included in the Grading Complete item in the bid.

1.08 Bore and Jack Casings

A. No payment will be made for the item. If selected by the contractor, it will at the contractor's expense

1.09 Removing and Replacing Pavement

A. No separate payment will be made for removing and replacing pavement, for asphalt pavement, concrete pavement and gravel driveways or concrete sidewalks. Costs associated therewith shall be included under the various pertinent items in the bid.

B. Payment for soils testing shall be made from the "soils and

concrete testing” cash allowance. No payment shall be made for tests that fail to verify required results.

- C. No additional payment will be made for removing and replacing damaged adjacent pavement or sidewalks.
- D. Costs for removal and replacement of curb and gutter, concrete drainage flumes or other roadway or drainage features shall be included in the unit price bid for the item to which it pertains.

1.10 Sewers and Accessories

A. Existing Utilities and Obstructions

1. Contractor shall coordinate his work with all utilities who have facilities within the project site. No payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance or relocation of existing utilities, mains or services or changing the horizontal alignment of the sewer.

B. Location and Grade

1. Contractor shall provide construction layout and all cost associated therewith shall be included in the various pertinent items in the bid.

C. Construction Along Highways, Streets and Roadways: All cost associated with traffic control or maintaining highways, streets, roadways and driveways shall be included in the unit price bid for the Traffic Control item in the bid..

D. Clean-up and Testing

1. Payment for Clean-up and Testing shall be made at the unit price shown for clean-up and testing. Any other cost for labor, materials and equipment required for clean-up shall be included in the unit price bid for the item to which it pertains. No payment for clean-up and testing shall be made for any length of line unless both testing and clean-up have been performed satisfactorily for that segment of line for which payment is being requested.

2. Payment for Clean-up and Testing of sewer service

laterals shall not be included in quantities bid for Clean-up and Testing and the cost of such shall be included in the item in which it pertains.

3. Clean-up and Testing of all piping shown on contract documents shall be included in the lump sum price bid.

Section 01055
Construction Staking

Part 1 General

1.01 Scope

- A. Construction staking shall include all of the surveying work required to layout the Work and control the location of the finished Project. The Contractor shall have the full responsibility for constructing the Project to the correct horizontal and vertical alignment, as shown on the Drawings, as specified, or as ordered by the Owner. The Contractor shall assume all costs associated with rectifying work constructed in the wrong location.

- B. From the information shown on the Drawings and the information to be provided as indicated under Project Conditions below, the Contractor shall:
 - 1. Be responsible for setting reference points and/or offsets, establishment of baselines, and all other layout, staking, and all other surveying required for the construction of the Project.

 - 2. The Contractor shall safeguard all reference points, stakes, grade marks, horizontal and vertical control points.

 - 3. Stake out the permanent and temporary easements or the limits of construction to ensure that the Work is not deviating from the indicated limits.

- C. Baselines shall be defined as the line to which the location of the Work is referenced, i.e., edge of pavement, road centerline, property line, right-of-way or survey line.

1.02 Project Conditions

- A. The Drawings provide the location and/or coordinates of principal components of the Project. The County may direct changes to the location of some of the components of the Project or provide clarification to questions regarding the correct alignment, any other proposed deviation from the drawings must be submitted for approval of owner's Engineer.

END OF SECTION

**Section 01060
Regulatory Requirements**

Part 1 General

1.01 Scope

- A. **Permits and Responsibilities:** The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including but not limited to, building permits, electrical permits and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.
- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work.
- D. All work shall be completed in compliance with applicable GDOT, Paulding County, Douglas County and Douglasville - Douglas County Water Sewer Authority rules and regulations

END OF SECTION

Codes and Standards

Part 1 General

1.01 Description

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

1.02 Standard Organizations

A. Piping and Valves

- ACPA American Concrete Pipe Association
- ANSI American National Standards Institute
- API American Petroleum Institute
- ASME American Society of Mechanical Engineers
- AWWA American Water Works Association
- CISPI Cast Iron Soil Pipe Institute
- DIPRA Ductile Iron Pipe Research Association
- FCI Fluid Controls Institute
- MSS Manufacturers Standardization Society
- NCPI National Clay Pipe Institute
- NSF National Sanitation Foundation
- PPI Plastic Pipe Institute
- Uni-Bell PVC Pipe Association
-

B. Materials

- AASHTO American Association of State Highway and Transportation Officials
- ANSI American National Standards Institute
- ASTM American Society for Testing and Materials

C. Painting and Surface Preparation

- NACE National Association of Corrosion Engineers
- SSPC Steel Structures Painting Council

D. Electrical and Instrumentation

- AEIC Association of Edison Illuminating Companies
- AIEE American Institute of Electrical Engineers
- EIA Electronic Industries Association
- ICEA Insulated Cable Engineers Association
- IEC International Electrotechnical Commission
- IEEE Institute of Electrical and Electronic Engineers
- IES Illuminating Engineering Society

- IPC Institute of Printed Circuits
- IPCEA Insulated Power Cable Engineers Association
- ISA ISA – The Instrumentation, Systems, and Automation Society
- NEC National Electric Code
- NEMA National Electrical Manufacturers Association
- NFPA National Fire Protection Association
- REA Rural Electrification Administration
- TIA Telecommunications Industries Association
- UL Underwriter's Laboratories
- VRCI Variable Resistive Components Institute

E. Aluminum

- AA Aluminum Association
- AAMA American Architectural Manufacturers Association

F. Steel and Concrete

- ACI American Concrete Institute
- AISC American Institute of Steel Construction, Inc.
- AISI American Iron and Steel Institute
- CRSI Concrete Reinforcing Steel Institute
- NRMA National Ready-Mix Association
- PCA Portland Cement Association
- PCI Prestressed Concrete Institute

G. Welding

- ASME American Society of Mechanical Engineers
- AWS American Welding Society

H. Government and Technical Organizations

- AIA American Institute of Architects
- APHA American Public Health Association
- APWA American Public Works Association
- ASA American Standards Association
- ASAE American Society of Agricultural Engineers

- ASCE American Society of Civil Engineers
- ASQC American Society of Quality Control
- ASSE American Society of Sanitary Engineers
- CFR Code of Federal Regulations
- CSI Construction Specifications Institute
- EDA Economic Development Administration
- EPA Environmental Protection Agency
- FCC Federal Communications Commission
- FmHA Farmers Home Administration
- FS Federal Specifications
- IAI International Association of Identification
- ISEA Industrial Safety Equipment Association
- ISO International Organization for Standardization
- ITE Institute of Traffic Engineers
- NBFU National Board of Fire Underwriters
- (NFPA) National Fire Protection Association
- NBS National Bureau of Standards
- NISO National Information Standards Organization
- OSHA Occupational Safety and Health Administration
- SI Salt Institute
- SPI The Society of the Plastics Industry, Inc.
- USDC United States Department of Commerce
- WEF Water Environment Federation

I. General Building Construction

- AHA American Hardboard Association
- AHAM Association of Home Appliance Manufacturers
- AITC American Institute of Timber Construction
- APA American Parquet Association, Inc.
- APA American Plywood Association
- BHMA Builders Hardware Manufacturers Association
- BIFMA Business and Institutional Furniture Manufacturers Association
- DHI Door and Hardware Institute
- FM Factory Mutual Fire Insurance Company
- HPMMA Hardwood Plywood Manufacturers Association
- HTI Hand Tools Institute
- IME Institute of Makers of Explosives

- ISANTA International Staple, Nail and Tool Association
- ISDSI Insulated Steel Door Systems Institute
- IWS Insect Screening Weavers Association
- MBMA Metal Building Manufacturers Association
- NAAMM National Association of Architectural Metal Manufacturers
- NAGDM National Association of Garage Door Manufacturers
- NCCLS National Committee for Clinical Laboratory Standards
- NFPA National Fire Protection Association
- NFSA National Fertilizer Solutions Association
- NKCA National Kitchen Cabinet Association
- NWMA National Woodwork Manufacturers Association
- NWWDA National Wood Window and Door Association
- RMA Rubber Manufacturers Association
- SBC SBCC Standard Building Code
- SDI Steel Door Institute
- SIA Scaffold Industry Association
- SMA Screen Manufacturers Association
- SPRI Single-Ply Roofing Institute
- TCA Tile Council of America
- UBC Uniform Building Code

J. Roadways

- AREA American Railway Engineering Association
- GDOT Georgia Department of Transportation
- FHWA Federal Highway Administration
- DCDOT Douglas County Department of Transportation

K. Plumbing

- AGA American Gas Association
- NSF National Sanitation Foundation
- PDI Plumbing Drainage Institute
- SPC SBCC Standard Plumbing Code

L. Refrigeration, Heating, and Air Conditioning

- AMCA Air Movement and Control Association
- ARI American Refrigeration Institute
- ASHRAE American Society of Heating, Refrigeration, and Air Conditioning Engineers
- ASME American Society of Mechanical Engineers
- CGA Compressed Gas Association
- CTI Cooling Tower Institute
- HEI Heat Exchange Institute
- IIAR International Institute of Ammonia Refrigeration
- NB National Board of Boilers and Pressure Vessel Inspectors
- PFMA Power Fan Manufacturers Association
- SAE Society of Automotive Engineers
- SMACNA Sheet Metal and Air Conditioning Contractors National Association
- SMC SBCC Standard Mechanical Code
- TEMA Tubular Exchangers Manufacturers Association

M. Equipment

- AFBMA Anti-Friction Bearing Manufacturers Association, Inc.
- AGMA American Gear Manufacturers Association
- ALI Automotive Lift Institute
- CEMA Conveyor Equipment Manufacturers Association
- CMAA Crane Manufacturers Association of America
- DEMA Diesel Engine Manufacturers Association
- MMA Monorail Manufacturers Association
- OPEI Outdoor Power Equipment Institute, Inc.
- PTI Power Tool Institute, Inc.
- RIA Robotic Industries Association
- SAMA Scientific Apparatus Makers Association

1.03 Symbols

Symbols and material legends shall be as scheduled on the Drawings.

END OF SECTION

Part 1 General

1.01 Scope

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.
- B. Scheduling and Administration by Contractor (other than preconstruction conference):
 - 1. Prepare agenda.
 - 2. Make physical arrangements for the meetings.
 - 3. Conduct meetings.
 - 4. Record minutes and include significant proceedings and decisions.
 - 5. Distribute copies of the minutes to participants.

1.02 Preconstruction Conference

- A. The Owner will schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
 - 1. Owner.
 - 2. Engineer.
 - 3. Contractor and superintendent.
 - 4. Major subcontractors.
 - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum, the contractor shall be prepared to discuss these items:
 - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel and emergency telephone numbers.
 - 4. Processing of field decisions and change orders.
 - 5. Adequacy of distribution of Contract Documents.
 - 6. Schedule and submittal of shop drawings, product data and samples.

7. Invoice format, submittal cutoff date, anticipated timeline to pay date
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

1.03 Project Coordination Meetings

- A. Schedule regular bi-monthly meetings as directed by the Owner.
- B. Hold called meetings as the progress of the Work dictates.
- C. The meetings shall be held at the location indicated by the Owner.
- D. Representatives of the following parties are to be in attendance at the meetings:
 1. Owner.
 2. Engineer.
 3. Contractor and superintendent.
 4. Major subcontractors as pertinent to the agenda.
 5. Representatives of governmental or other regulatory agencies as appropriate.
- E. The minimum agenda for progress meetings shall consist of the following:
 1. Review and approve minutes of previous meetings.
 2. Review work progress since last meeting.
 3. Note field observations, problems and decisions.
 4. Identify problems which impede planned progress.
 5. Review off-site fabrication problems.
 6. Review Contractor's corrective measures and procedures to regain plan schedule.
 7. Review Contractor's revision to the construction schedule as outlined in the Supplementary Conditions.
 8. Review submittal schedule; expedite as required to maintain schedule.
 9. Maintenance of quality and work standards.
 10. Review changes proposed by Owner for their effect on the

construction schedule and completion date.
11. Complete other current business.

END OF SECTION

Construction Schedules

Part 1 General

1.01 Scope

- A. The work under this Section includes preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.
- B. The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

1.02 Submittals

- A. Overall Project Schedule (OPS)
 - 1. Submit the schedule within 10 days after date of the Notice to Proceed.
 - 2. The Engineer will review the schedule and return it within 10 days after receipt.
 - 3. If required, resubmit within 10 days after receipt of a returned copy.
- B. Near Term Schedule (NTS)
 - 1. Submit the first Near Term Schedule within 10 days of the Notice to Proceed.
 - 2. The Engineer will review the schedule and return it within 10 days after receipt.
- C. Submit an update of the OPS, NTS, and narrative with each progress payment request.

- D. Submit the number of copies required by the Contractor, plus five copies to be retained by the Engineer.

1.03 Approval

Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the Work.

1.04 Overall Project Schedule (OPS)

- A. The Contractor shall submit to the Owner for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.

- B. Gantt/Bar Chart Schedule
 - 1. Each activity with a duration of five or more days shall be identified by a separate bar. Activities with a duration of more than 20 days shall be sub-divided into separate activities.
 - 2. The schedule shall include activities for shop drawing preparation and review, fabrication, delivery, and installation of major or critical path materials and equipment items.
 - 3. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.
 - 4. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.
 - 5. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.
 - 6. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.

7. The schedule shall show the precedence relationship for each activity.

1.05 Near Term Schedule (NTS)

- A. The Contractor shall develop and refine a detailed Near Term Schedule showing the day to day activities with committed completion dates which must be performed during the upcoming 30 day period. The detailed schedule shall represent the Contractor's best approach to the Work which must be accomplished to maintain progress consistent with the Overall Project Schedule.
- B. The Near Term Schedule shall be in the form of Gantt/bar chart and shall include a written narrative description of all activities to be performed and describe corrective action to be taken for items that are behind schedule.

1.06 Updating

- A. Show all changes occurring since previous submission of the updated schedule.
- B. Indicate progress of each activity and show actual completion dates.
- C. The Contractor shall be prepared to provide a narrative report at the Project Coordination Meetings. The report shall include the following:
 1. A description of the overall Project status and comparison to the OPS.
 2. Identify activities which are behind schedule and describe corrective action to be taken.
 3. A description of changes or revisions to the Project and their effect on the OPS.
 4. A description of the Near Term Schedule of the activities to be completed during the next 30 days. The report shall include a description of all activities requiring participation by the Engineer and/or Owner.

END OF SECTION

**Section 01320
Construction Videos and Photographs**

Part 1 General

1.01 Scope

- A. The Contractor shall furnish all equipment and labor materials required to provide the Owner with digital construction videos and photographs of the Project. No separate payment will be made for these items, the cost associated with providing photographs and videos shall be included in the others items in the bid.
- B. Photo and video files shall become the property of the Owner and none of the videos or photographs shall be published without express permission of the Owner.

1.02 Pre and Post Construction Videos and Photographs

- A. Prior to the beginning of any work, the Contractor shall take videos and photographs of the work area to record existing conditions.
- B. Following completion of the work, another set of videos and photographs shall be made showing the same areas and features as in the pre-construction videos and photographs.
- C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.

1.03 File Format, Media and Submittals

- A. Photographs shall be in "jpg" format.
- B. Videos shall be in a format viewable by Microsoft Windows Media Player. Audio narration is desirable.
- C. Files shall be named such that what is being viewed is self evident.
- D. Files shall be submitted on a compact disk (CD) or a

digital video disk (DVD). If submitted on DVD, disk shall be recorded in the appropriate format.

- E. The pre-construction videos and photographs shall be submitted to the Engineer within 10 calendar days after the date of receipt by the Contractor of Notice to Proceed. Post-construction videos and photographs shall be provided prior to final acceptance of the Project.

END OF SECTION

Part 1 General

1.01 Scope

- A. The work under this Section includes submittal to the Owner of shop drawings, product data and samples required by the various Sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each Section.
- C. Definitions: Submittals are categorized as follows:
 - 1. Shop Drawings
 - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
 - b. Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawings to be used in connection with the Work without appropriate final "Action" markings by the Owner.
 - c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, specification section, schedule or room numbers shown on the Contract Drawings.
 - d. Minimum assembly drawings sheet size shall be 24 x 36-inches.

- e. Minimum detail sheet size shall be 8-1/2 x 11-inches.
- f. Minimum Scale:
 - (1) Assembly Drawings Sheet, Scale: 1-inch = 30 feet.
 - (2) Detail Sheet, Scale: 1/4-inch = 1 foot.

2. Product Data

- a. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.
- b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.

3. Samples

- a. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
- b. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where the Owner's selection is required. Prepare samples to match the Owner's sample where indicated. Include

information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by the Owner. Owner will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.

4. Miscellaneous submittals related directly to the Work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work but not processed as shop drawings, product data or samples.

1.02 Specific Category Requirements

- A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal. Submittals shall contain:
 1. The date of submittal and the dates of any previous submittals.
 2. The Project title.
 3. Numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.
 4. The Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 5. Identification of the product, with the Specification Section number, permanent equipment tag numbers and applicable Drawing No.
 6. Field dimensions, clearly identified as such.

7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM, MUTCD or other Federal Specification numbers.
9. Notification to the Owner in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents. The notification of deviation shall be clearly marked by the Contractor in the body of the submittal and stated in text in the Contractor's remarks on the transmittal document of the submittal. Indicate the reasons for the deviations and the benefits to the Project.
10. Identification of revisions on resubmittals.
11. An 8 x 3-inch blank space for Contractor and Owner stamps.
12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.
13. Submittal sheets or drawings showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

1.03 Routing of Submittals

- A. Submittals and routine correspondence shall be routed as follows:
 1. Supplier to Contractor (through representative if applicable)
 2. Contractor to Owner and Engineer
 3. Owner to Engineer
 4. Engineer to Contractor
 5. Contractor to Supplier

Part 2 Products

2.01 Shop Drawings

- A. Unless otherwise specifically directed by the Owner, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. Submit all shop assembly drawings, larger than 11 x 17-inches, in the form of one digital file with two hard copy prints.
- C. Submit all shop drawings, 11 x 17-inches and smaller, in the form of one digital file and five prints.
- D. One reproducible for all submittals larger than 11 x 17-inches and no more than three prints of other submittals will be returned to the Contractor.

2.02 Manufacturer's Literature

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the Owner's review.
- B. Submit the number of copies which are required to be returned (not to exceed three) plus six copies which will be retained by the Owner.

2.03 Samples

- A. Samples shall illustrate materials, equipment or workmanship and established standards by which completed work is judged.
- B. Unless otherwise specifically approved by the Owner, all samples shall be of the precise article proposed to be furnished.
- C. Submit all samples in the quantity which is required to be returned plus one sample which will be retained by the Owner.

Part 3 Execution

3.01 Contractor's Coordination of Submittals

- A. Prior to submittal for the Owner's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:

1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
 2. Coordinate as required with all trades and all public agencies involved.
 3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.
- B. Each and every copy of the shop drawings and data shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Owner without the Contractor's stamp will be returned to the Contractor for conformance with this requirement.
- C. The Owner may back-charge the Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive the owner's approval.
- D. Grouping of Submittals
1. Unless otherwise specifically permitted by the Owner, make all submittals in groups containing all associated items.
 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Owner along with Contractor's comments as to compliance, non-compliance or features requiring special attention.
- E. Schedule of Submittals
1. Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be

the Contractor's responsibility and the items must be resubmitted until they are deemed acceptable by the owner. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

3.02 Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for the Owner's review following the receipt of the submittal.

3.03 Reviewed Shop Drawings

A. Owner Review

1. Allow a minimum of 10 business days for the Owner's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The Owner will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of 10 business days for reprocessing each submittal. Advise the Owner on each submittal as to whether processing time is critical to progress of the Work, and therefore the Work would be expedited if processing time could be foreshortened.
2. Acceptable submittals will be marked "No Exceptions Taken" or similar notation. A minimum of three copies will be retained by the Owner for his use and the remaining copies will be returned to the Contractor.
3. Submittals requiring minor corrections before the product is acceptable will be marked "Make Corrections Noted". The Contractor may order, fabricate and ship the items included in the submittals, provided the indicated corrections are made. Drawings must be resubmitted for review and marked "No Exceptions Taken" or similar notation prior to installation or use of products.

4. Submittals marked "Amend and Resubmit" or similar notation must be revised to reflect required changes and the initial review procedure repeated.
 5. The "Rejected - See Remarks" or similar notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
 6. Only two copies of items marked "Amend and Resubmit" and "Rejected - See Remarks" will be reviewed and marked. One copy will be retained by the Owner and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.
- B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" or similar notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Owner's stamp.
- C. Substitutions: In the event the Contractor obtains the Owner's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Owner, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the "No Exceptions Taken" or similar notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract

Documents. The Owner's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

3.04 Resubmission Requirements

- A. Shop Drawings

1. Revise initial drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.
- B. Indicate on drawings all changes which have been made other than those requested by the Owner. Project Data and Samples:
- C. Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.

END OF SECTION

Section 01410
Testing Laboratory Services

Part 1 General

1.01 Scope

- A. This Section includes testing required by the GDOT specifications or which the Owner may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications.
- B. This work also includes all testing required by the Owner to verify work performed by the Contractor is in accordance with the requirements of these Specifications, i.e., concrete strength and slump testing, soil compaction, etc.
- C. This work does not include materials testing required in various Sections of these Specifications to be performed by the manufacturer, e.g., testing of pipe.
- D. The testing laboratory or laboratories will be selected by the Owner. The testing laboratory or laboratories will work for the Owner.

1.02 Payment for Testing Services

- A. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the Owner through the CASH ALLOWANCE, i.e., concrete testing, soil compaction, and asphalt testing.
- B. The cost of additional testing services not specifically required in the Specifications, but requested by the Owner, shall be paid for by the Owner through the CASH ALLOWANCE.
- C. The cost of material testing described in the GDOT specifications or in various Sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the Owner.
- D. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by the Contractor. Retesting shall be performed by the testing laboratory working for the Owner paid for under the CASH ALLOWANCE in this Section.

1.03 Laboratory Duties

- A. Cooperate with the Owner and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.
 - 1. Comply with specified standards, ASTM, GDOT specification, other recognized authorities, and as specified.
 - 2. Ascertain compliance with requirements of the Contract Documents.

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Testing Laboratory Services

D. Promptly notify the Owner and Contractor of irregularity or deficiency of work which are observed during performance of services.

E. Promptly submit three copies (two copies to the Owner and one copy to the Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor with the following information included:

1. Date issued
2. Project title and number
3. Testing laboratory name and address
4. Name and signature of inspector
5. Date of inspection or sampling
6. Record of temperature and weather
7. Date of test
8. Identification of product and Specification Section
9. Location of Project
10. Type of inspection or test
11. Results of test

Observations regarding compliance with the Contract Documents

F. Perform additional services as required.

G. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, or approve or accept any portion of the Work.

1.04 Contractor Responsibilities

A. Cooperate with laboratory personnel, provide access to Work and/or manufacturer's requirements.

- B. Provide to the laboratory, representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities to:
 - 1. Provide access to Work to be tested;
 - 2. Obtain and handle samples at the site;
 - 3. Facilitate inspections and tests;
 - 4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify the laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
- F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency, or the Owner, and shipped to the laboratory by the Contractor at Contractor's expense.
- G. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Owner and Engineer.

1.05 Quality Assurance

Testing shall be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).

1.06 Product Handling

Promptly process and distribute all required copies of test reports and related instructions to insure all necessary retesting or replacement of materials with the least possible delay in the progress of the Work.

1.07 Furnishing Materials

The Contractor shall be responsible for furnishing all materials necessary for testing.

1.08 Code Compliance Testing

Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of, and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.09 Contractor's Convenience Testing

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

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Testing Laboratory Services

1.10 Schedules for Testing

A. Establishing Schedule

1. The Contractor shall, by advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

C. When the testing laboratory is ready to test according to the determined schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributable to the delay will be back-charged to the Contractor and shall not be borne by the Owner.

1.11 Taking Specimens

Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or the Owner.

1.12 Transporting Samples

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

END OF SECTION

Temporary Facilities

Part 1 General

1.01 Scope

- A. Temporary facilities required for this work include, but are not necessarily limited to:
1. Temporary utilities such as water and electricity.
 2. First aid facilities.
 3. Sanitary facilities.
 4. Potable water.

1.02 General

- A. First aid facilities, sanitary facilities and potable water shall be available on the Project site on the first day that any activities are conducted on site. The other facilities shall be provided as the schedule of the Project warrants.
- B. Maintenance: Use all means necessary to maintain temporary facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, immediately make all repairs and replacements necessary, at no additional cost to the Owner.
- C. Removal: Remove all such temporary facilities and controls as rapidly as progress of the Work will permit.

1.03 Temporary Utilities

A. General

1. Provide and pay all costs for all water, electricity and other utilities required for the performance of the Work.
2. Pay all costs for temporary utilities until Project completion.
3. Costs for temporary utilities shall include all power, water and the like necessary for testing equipment as required by the GDOT specifications and the Contract Documents.

- B. Temporary Water: Provide all necessary temporary piping, and upon completion of the Work, remove all such temporary piping. Provide and remove temporary or portable water meters.

C. Temporary Electricity

1. Provide all necessary wiring for the use of all contractor's personnel, including subcontractors.

2. Furnish, locate and install area distribution boxes such that the individual trades may use, their own construction type extension cords to obtain adequate power, and artificial lighting at all points where required by inspectors and for safety.

1.04 First Aid Facilities

The Contractor shall provide a suitable first aid station, equipped with all facilities and medical supplies necessary to administer emergency first aid treatment. The Contractor shall have standing arrangements for the removal and hospital treatment of any injured person. All first aid facilities and emergency ambulance service shall be made available by the Contractor to the Owner and the Owner's personnel.

1.05 Sanitary Facilities

Prior to starting the Work, the Contractor shall furnish, for use of Contractor's personnel on the job, all necessary toilet facilities which shall be secluded from public observation. These facilities shall be either chemical toilets or shall be connected to the Owner's sanitary sewer system if approved and feasible. All facilities, regardless of type, shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the area in which the Work is performed. Adequacy of these facilities will be subject to the Owner's review and maintenance of same must be satisfactory to the Owner at all times.

1.06 Potable Water

The Contractor shall be responsible for furnishing a supply of potable drinking water for employees, subcontractors, inspectors, engineers and the Owner who are associated with the Work.

1.07 Parking Facilities

Parking facilities for the Contractor's and Contractor's subcontractors' personnel shall be the Contractor's responsibility. The storage and work facilities provided by the Owner will not be used for parking by the Contractor's or subcontractor's personnel. Construction equipment shall not be parked on the street.

END OF SECTION

Part 1 General

1.01 Barricades, Lights and Signals

A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. Barricades shall be painted in a color and incorporate such reflectorized components that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain a sufficient numbers of barricades, lights and other appropriate safety barriers to keep vehicles from being driven on or into any Work under construction.

B. The Contractor will be responsible for all damage to the Work due to failure of barricades, signs and lights and other appropriate safety barriers, and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights and other appropriate safety barriers shall not cease until the Project has been accepted by the Owner.

C. Traffic control devices shall comply with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

END OF SECTION

**Section 01562
Erosion Control**

Part 1 General

1.01 Scope

Contractor shall ensure that all requirements of the Soil Erosion Control plan for the project are adhered to for the duration of project until all disturbed areas are properly stabilized. Limit blowing dust caused by construction operations by applying water or employing other appropriate means or methods to maintain dust control, in accordance with the Soil Erosion Control requirements of the project and as stipulated on the project plans and specifications.

1.02 Protection of Adjacent Property

A. The Bidders shall visit the site and note the buildings, landscaping, roads, parking areas and other facilities near the Work site that may be damaged by their operations. The Contractor shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from Contractor's operations.

B. Protect all existing facilities (indoors or out) from damage by dust, fumes, spray or spills (indoors or out). Protect motors, bearings, electrical gear, instrumentation and building or other surfaces from dirt, dust, welding fumes, paint spray, spills or droppings causing wear, corrosion, malfunction, failure or defacement by enclosure, sprinkling or other dust palliatives, masking and covering, exhausting or containment.

END OF SECTION

Section 01610 Transportation and Handling

Part 1 General

1.01 Scope

- A. The Contractor shall provide transportation of all equipment, materials and products furnished under these Contract Documents to the Work site. In addition, the Contractor shall provide preparation for shipment, loading, unloading, handling and preparation for installation of all materials and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the Work.
- B. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by the Contractor at no additional cost to the Owner prior to being incorporated into the Work.

1.02 Transportation

- A. All equipment shall be suitably boxed, crated or otherwise protected during transportation.
- B. Where equipment will be installed using existing cranes or hoisting equipment, the Contractor shall ensure that the weights of the assembled sections do not exceed the capacity of the cranes or hoisting equipment.
- C. Small items and appurtenances such as gauges, valves, switches, instruments and probes which could be damaged during shipment shall be removed from the equipment prior to shipment, packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.

1.03 Handling

- A. All equipment, materials and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation.
- B. Lifting and handling drawings and instructions furnished by the manufacturer or supplier shall be strictly followed. Eyebolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice.
- C. Under no circumstances shall equipment or products such as pipe, structural steel, castings, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.
- D. Slings and chains shall be padded as required to prevent damage to protective coatings and finishes.

END OF SECTION

Section 01611 Storage and Protection

Part 1 General

1.01 Scope

The work under this Section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the Work.

1.02 Storage and Protection

A. Storage

1. Maintain ample way for vehicular and foot traffic at all times, except as otherwise approved by the Owner.
2. Materials shall be stored off-site and only delivered to the site when required to incorporate into the work. All property damaged by reason of storing of material shall be properly repaired or replaced at no additional cost to the Owner.
3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
4. All materials shall meet the requirements of GDOT specifications and these Specifications, whichever is more restrictive, at the time that they are used in the Work.
5. Store products in accordance with manufacturer's instructions.

B. Protection

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed work and materials of all other trades.
2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.
3. Adequately protect those materials and products delivered to the site to prevent damage by the elements, vehicular traffic or construction equipment.

- C. Replacements:** In the event of damage, immediately make all repairs and replacements necessary for the approval of the Owner and at no additional cost to the

Owner. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel and sheet construction products shall be stored with one end elevated to facilitate drainage.

- D. Unless otherwise permitted in writing by the Owner, building products and materials such as cement, grout, plaster, etc., shall be stored indoors off-site in a dry location and shall be brought to the site only when needed to incorporate into the Work. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors by the contractor at an approved location under a properly secured waterproof covering.
- E. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 Extended Storage

In the event that certain items of major equipment such as air compressors, pumps and mechanical aerators have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner. The Contractor shall provide all special packaging, protective coverings, protective coatings, power, nitrogen purge, desiccants, lubricants and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

END OF SECTION

Substitutions and Options

Part 1 General

1.01 Scope

This Section outlines the restrictions and requirements for substitutions, product and manufacturer options, and construction method options.

1.02 Definitions

- A. For the purposes of these Contract Documents, a "substitute item" shall be defined as one of the following:
 - 1. A product or manufacturer offered as a replacement to a specified product or manufacturer.
 - 2. A product or manufacturer offered in addition to a specified product or manufacturer.
- B. For the purposes of these Contract Documents, a "substitute construction method" shall be defined as one of the following:
 - 1. A mean, method, technique, sequence or procedure of construction offered as a replacement for a specified mean, method, technique, sequence or procedure of construction.
 - 2. A mean, method, technique, sequence or procedure of construction offered in addition to a specified mean, method, technique, sequence or procedure of construction.

1.03 General

- A. An item or construction method, which is offered where no specific product, manufacturer, mean, method, technique, sequence or procedure of construction is specified or shown on the Drawings, shall not be considered a substitute and shall be at the option of the Contractor, subject to the provisions in the Contract Documents for that item or construction method.
- B. For products specified only by a referenced standard, the Contractor may select any product by any manufacturer, which meets the requirements of the Specifications, unless indicated otherwise in the Contract Documents.
- C. If the manufacturer is named on the Drawings or in the Specifications as an acceptable manufacturer, products of that manufacturer meeting all requirements of the Specifications and Drawings are acceptable.

- D. Whenever the Engineer's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the list of approved manufacturers in the Specifications. Any Bidder intending to furnish products of other than the first listed manufacturer, or furnish substitute items, shall
1. Verify that the item being furnished will fit in the space allowed, perform the same functions and have the same capabilities as the item specified.
 2. Include in its Bid the cost of all accessory items which may be required by the other listed substitute product,
 3. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required, and
 4. Include the cost of required additional work by the Engineer, if any, to accommodate the item.
- E. Whenever a product specification includes minimum experience requirements which the manufacturer selected by the Contractor cannot meet, the manufacturer shall furnish the Owner with a cash deposit, or bond acceptable to the Owner in an amount equal to the cost of the product, which shall remain in effect until the experience requirement has been met.

1.04 Approvals

- A. Approval, of a substitution as an acceptable manufacturer, of the Engineer is dependent on determination that the product offered:
1. is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and
 2. will require no major modifications to structures, electrical systems, control systems or piping systems.

1.05 Substitutions and Options

- A. No substitutions will be considered for the manufacturers listed in the Bid.
- B. After Notice to Proceed
1. Substitute items will be considered only if the term "equal to" precedes the names of acceptable manufacturers in the Specification.
 2. Where items are specified by referenced standard or specified as indicated above in Article 1.03, Paragraph A, such items shall be submitted to the Engineer for review.
 3. The Contractor shall submit shop drawings on the substitute item for the Engineer's review in accordance with the Section 01340.

C. Prior to Opening of Bids

1. No consideration or approvals will be made for products specified by a referenced standard, or specified as indicated in Article 1.03, Paragraph A above. Such consideration may occur only after the Notice to Proceed.
2. No consideration or approvals will be made for products being offered where the term "equal to" precedes the name of an approved product. Such substitution consideration may occur only after the Notice to Proceed.

END OF SECTION

Part 1 General

1.01 Scope

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in the GDOT specifications or these Specifications.

1.02 Quality Assurance

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of GDOT, County and any other governmental agencies having jurisdiction.

1.03 Hazardous Material and Waste

- A. The Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in approved landfills as applicable.
- B. The Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

1.04 Disposal of Surplus Materials

Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose off the site all surplus materials and equipment from demolition and shall provide suitable off-site disposal site, or utilize a site designated by the Owner.

Part 2 Products

2.01 Cleaning Materials and Equipment

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.02 Compatibility

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

Part 3 Execution

3.01 Progress Cleaning

A. General

1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Restack materials stored on site weekly.
3. At all times maintain the site in a neat and orderly condition which meets the approval of the Engineer.

3.02 Final Cleaning

- A. **Definitions:** Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. **General:** Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. **Site:** Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant

debris.

**Section 01710 – 3
Cleaning**

D. Structures

1. If any structures are within or in close proximity to the work are remove all traces of soil, waste material, splashed material, and other foreign matter to provide a uniform degree of exterior cleanliness. Visually inspect all exterior surfaces and remove all traces of soil, waste material, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Engineer may require light sandblasting or other cleaning at no additional cost to the Owner.
2. Visually inspect surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all paint droppings, spots, stains and dirt from finished surfaces.

E. Post-Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Engineer.

F. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. The Engineer will decide what method of restoration shall be used.

G. Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept the Project.

END OF SECTION

SECTION IV

SPECIAL PROVISIONS

SECTION 101 - DEFINITIONS AND TERMS:

Delete Section 101 of the 2013 Edition of the State of Georgia Standard Specifications, Construction of Transportation System and add the following:

101.10 Board	THE DOUGLAS COUNTY BOARD OF COMMISSIONERS
101.13 Chief Engineer	DOUGLAS COUNTY DIRECTOR, DEPARTMENT OF TRANSPORTATION
101.14 Commissioner	THE CHAIRMAN OF THE DOUGLAS COUNTY COMMISSIONERS
101.22 Department	THE DOUGLAS COUNTY BOARD OF COMMISSIONERS
101.24 Engineer	Same as 101.13 - Chief Engineer (above)
101.62 State Highway Engineer	Same as 101.13 - Chief Engineer (above)
101.63 State: The State of Georgia	THE DOUGLAS COUNTY BOARD OF COMMISSIONERS
101.81 Treasurer	DOUGLAS COUNTY DIRECTOR OF PURCHASING

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS:

Section 102.01 PREQUALIFICATION OF BIDDERS: Delete in its entirety and substitute the following:

"Bids will be considered only from experienced and well equipped Contractors engaged in work of this type and magnitude. Contractors must be presently pre-qualified to do this type of work with the Georgia Department of Transportation and have received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board." Sub-contractors must be registered with the Georgia Department of Transportation.

Bidders may be required to submit evidence setting forth qualifications, which entitle him to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the County may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract."

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF THE WORK: Add the following paragraph:

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

"The County will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations." **It is the bidders responsibility to insure that their set of bid documents are complete and correct prior to bid submittal.**

Section 102.06 PREPARATION OF PROPOSAL: Delete Sub-Section 102.06 and Substitute the following:

The Bidder shall submit his Proposal on the form furnished in the bid document package. The blank spaces on the Proposal shall be filled in correctly for each Pay Item (except Alternate Items) and the Bidder shall write in ink the Unit Price or a Lump Sum Price as called for in the Proposal for each Pay Item listed therein. In addition, the Bidder shall also show the products of the respective Unit Prices and quantities and the total amount of the Bid by adding the amounts of all Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern and the Bid will be recalculated.

In the case of Alternate Items, Unit Prices shall be entered for only one alternate.

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

Proposal Forms for bidding this project are required to be purchased from Superior Reprographics, Inc., 591 Thornton Road, Lithia Springs, Georgia, 30122. Phone: 770-944-7293, FAX 770-944-8975, or email print@superiorreprographics.com.

If the Proposal is made by an individual, its name and post office address shall be shown; if by a partnership, the name and post office address of one member of the partnership shall be shown; if by a corporation, the Proposal shall show the name, title and business address of the officer signing the Proposal. The Bidder's Proposal shall be signed in ink by the individual, by one or more members of a partnership, or by one or more of the officers of a corporation whichever is applicable. In the event of a joint venture, the Proposal shall be signed in ink by each individual involved, by each partnership through one or more of its members, or by each corporation through one or more officers of the corporation, whichever is applicable. Proposals not properly signed may be disqualified and rejected.

Section 102.07 REJECTION OF PROPOSALS: Delete Sub-Section 102.07 paragraph "G" and add the following subparagraphs:

"I. The County reserves the right to reject, for any reason, any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the County reserves the right to award the bid to the lowest responsive and responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

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

Section 102.09 DELIVERY OF PROPOSALS: Delete Subsection 102.09 and Substitute the following:

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Each Proposal, together with the Proposal Guaranty, shall be submitted in a sealed envelope so marked as to identify its contents without being opened. Proposal forms are not transferable. Proposals will be received until the time and date set in the Notice To Contractors and shall be in the hands of the officials indicated by that time. Proposals received after the advertised cutoff time established for submission of Proposals will be returned unopened to the Bidder.

Section 102.15 ADDENDA AND INTERPRETATION: Add the following as 102.15:

"No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Douglas County Purchasing Office (770-920-7247), 3rd Floor Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia 30134. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted."

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT: Delete in its entirety and substitute the following:

"The contract, if awarded, shall be awarded to the lowest responsive, reliable, and responsible bidder. Douglas County reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties."

The Contract will be awarded by the County, if at all, within 90 calendar days after the opening of the Proposals, unless the successful Bidder agrees in writing to a longer period for the award.

Single as well as multiple Proposals for a project will be publicly opened and read. If only one Proposal is received on a project and the amount of that Proposal is equal to or less than the Department's cost estimate for the project, as certified by the Chief Engineer, that cost estimate will be read. If only one Proposal is received and the amount of that Proposal exceeds the Department's cost estimate for the project, the Department may, at its option, exercise one of the following:

1. Award the Contract as bid.
2. Negotiate a price which is fair and reasonable and award the Contract as negotiated.
3. Reject the Proposal and re-advertise, perform the work itself, or abandon the project.
- 4.

In all cases, the negotiated price shall not be greater than the price bid. Prior to negotiations, the Department will inform the bidder of the Department's estimate for the project.

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

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

Section 103.04 RETURN OF PROPOSAL GUARANTY: Delete in its entirety and substitute the following:

All Bid Guaranties may be retained until the Contract and Contract Bond have been signed and approved. Early release of Bid Guaranties will be considered if a request is made in writing.

Section 103.06 EXECUTION AND APPROVAL OF CONTRACT: Delete in its entirety and substitute the following:

The Contract shall be signed by the successful Bidder and returned within 15 calendar days after the date of the letter transmitting the Contract to the Bidder. No Contract shall be considered as effective until it has been fully executed by all of the parties.

Section 103.07 FAILURE TO EXECUTE CONTRACT: Delete in its entirety and substitute the following:

"Failure to execute the Contract, Contract Performance and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to Douglas County, not as a penalty, but as liquidation damages sustained. At the discretion of the County, the award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised or constructed by County forces. The Contract and Contract bonds shall be executed in quadruplicate."

SECTION 104 - SCOPE OF WORK

Section 104.03.A - AUTHORITY TO MAKE CHANGES: Delete the second paragraph and substitute the following:

Whenever an alteration in character of work involves a substantial change in the nature of the design or in the type of construction or materially increases or decreases the cost of performance, a Supplemental Agreement acceptable to both parties shall be executed before work is started on such alteration, except that in the absence of a Supplemental Agreement acceptable to both parties, the Engineer may direct that the work be done either by Force Account or at existing Contract prices subject to the provisions of Sub-Section 105.13. Any Force Account Agreement must be in writing, specifying the terms of payment, signed by the State Highway Engineer and agreed to in writing by the Contractor.

All work shall be performed as directed and in accordance with the Specifications

SECTION 107 - Legal Regulations and Responsibility to the Public

The contractor shall pay particular attention to the requirements in Section 107 of the standard DOT specifications, as amended, to ensure that all work is performed in compliance with these requirements at all times. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, codes, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on The Work, or which in any way affect the conduct of The Work. The Contractor shall at all times observe and comply with all such laws, ordinances, codes, regulations, orders, decrees, and permits; and shall protect and indemnify the Department and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, code, regulation, order, decrees, and permits, whether by himself, his employees, subcontractors, or agents.

Section 107.18 ACQUISITION OF RIGHT OF WAY: Add the following paragraph:

"The Contractor shall inspect all easements and right-of-way to insure that the County has obtained all land and right-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the County."

Section 107.21 CONTRACTORS RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE: Add the following sentence to Paragraph A:

"The Contractor is responsible for the location of above and below ground utilities and structures which may be affected by the Work."

SECTION 108- Prosecution and Progress

Delete the fifth paragraph from Subsection 108.01 and substitute the following:

No Subcontracts, or transfer of Contract, shall in any case release the Prime Contractor of his/her liability under the contracts & bonds. No Subcontractor shall commence work in advance of the written approval of the Subcontract by the Department. Except for certain items exempted by the State Transportation Board, each Subcontractor shall be prequalified or registered with the Department. Each Subcontract for a Registered Subcontractor shall not exceed \$ 1,000,000.00 and Subcontracts for Prequalified Contractors shall not exceed their current capacity. Prequalified or Registered Subcontractors shall be qualified or registered with the Department in accordance with Chapter 672-5 of the Rules and Regulations Governing the Prequalification of Prospective Bidders adopted by the State Transportation Board.