

PINEHILL DRIVE SIDEWALK IMPROVEMENTS

MACON-BIBB COUNTY, GEORGIA

PROJECT NO. 171009023

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SECTION 00010

PROPRIETARY NOTICE

This document is prepared by Stantec Consulting Services Inc. for the sole purpose of communicating to our client. The proprietary information contained herein is based on Stantec Consulting Services Inc.'s research into the requirements of the project. None of the information contained in this document is to be shared with any third parties other than the client and it is not to be used without the expressed written consent of Stantec Consulting Services Inc.

SECTION 00100
ADVERTISEMENT FOR BIDS
PINEHILL DRIVE SIDEWALK IMPROVEMENTS
MACON-BIBB COUNTY, GEORGIA

MACON-BIBB COUNTY BOARD OF COMMISSIONERS will accept sealed proposals (**original bid and flash drive**) for the Pinehill Drive Sidewalk Improvements at the MACON-BIBB COUNTY Purchasing Office, 700 Poplar St. Suite 308, Macon, GA 31201, until **12:00 noon** local time on **November 9, 2023**. Upon expiration of time for receipt of bids, all bids will be opened and publicly read aloud at the MACON-BIBB COUNTY Government, Purchasing Department, 700 Poplar St., Suite 308, Macon, GA 31201. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) calendar days after bid opening date. **The deadline for submitting questions is Friday, October 20, 2023 by 3:00 pm. All questions are to be submitted via email to lhardwick@maconbibb.us**

The proposed construction consists of furnishing all materials and equipment and performing all the labor necessary to complete improvements to Pinehill Drive by the addition of sidewalk including all necessary appurtenances. Work includes, but is not limited to asphalt milling and overlay, curb-and-gutter, sidewalk, sub-surface drainage, driveway pavement, saw-cutting, signing, striping, erosion control and grading. All work shall be in done in accordance with the following: Georgia Department of Transportation Standard Specifications, current edition; Supplemental Specifications book; the Manual for Erosion and Sediment Control in Georgia; and applicable ordinances, regulations and standards of MACON-BIBB COUNTY.

The proposed construction will be awarded in one contract.

Plans, Specifications and Contract Documents are available for review at the MACON-BIBB COUNTY Engineering Department. Complete bid documents may be obtained from Stantec Consulting Services Inc., 1515 Bass Road, Suite G, Macon, Georgia 31210 upon deposit of One Hundred Dollars (\$100.00) per set (non-refundable). Inquiries concerning bidding and bond requirements, and specifications should be directed to Adam D. Smith, PE, Stantec Consulting Services Inc., (770) 492-2622.

All bids must be accompanied by a Bid Bond in an amount not less than ten percent (10%) of the Base Bid. Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the contract amount, will be required of the successful bidder. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of the Treasury, Circular 570, latest edition.

All potential bidders must be pre-qualified with the Georgia Department of Transportation (visit <http://www.dot.ga.gov/PS/Business/Prequalification/PrequalContractors> for a listing of prequalified contractors). The successful bidder shall secure and pay for all permits, assessments, charges or fees required in connection with the proposed construction.

All anticipated rights-of-way and easements required for the project have been obtained or will be obtained prior to the bid opening.

MACON-BIBB COUNTY BOARD OF COMMISSIONERS reserves the right to reject any or all bids and to waive informalities or technicalities or to re-advertise as appropriate.

MACON-BIBB COUNTY BOARD OF COMMISSIONERS

By: _____
Mayor, Macon-Bibb County

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Defined Terms: Terms used in these Instructions to Bidders which are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Proposal and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids.)
2. Copies of Bidding Documents:
 - 2.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement for Bids may be obtained from Consulting engineer.
 - 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Consulting engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 - 2.3 Owner and Consulting engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
3. Qualifications of Bidders: To demonstrate qualifications to perform the Work, each Bidder must submit at time of bid, written evidence, such as financial data, previous experience, past litigation history, present commitments and other such data as may be called for in the Supplementary Conditions. Each bidder must be properly licensed in the State of Georgia to be considered.
4. Examination of Contract Documents and Site:
 - 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Consulting engineer of all conflicts, errors or discrepancies in the Contract Documents.
 - 4.2 Reference is made to the Supplementary Conditions for identification of:
 - 4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Consulting engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

- 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions, (except Underground Facilities), which are at or contiguous to the site which have been utilized by Consulting engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Consulting engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
- 4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Paragraph 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or

procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda:

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to MACON-BIBB COUNTY. Interpretations or clarifications considered necessary by Consulting engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Consulting engineer as having received the Bidding Documents. Questions received less than 7 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Consulting engineer.

6. Bid Security:

6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten days after the Notice of Award, Owner may nullify the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. Arbitration: The Agreement to be entered into between MACON-BIBB COUNTY BOARD OF COMMISSIONERS and the successful Bidder for the Work to be performed included in this Instruction to Bidders, and any disputes arising thereunder, shall not be subject to arbitration.

8. Indemnification: The Contractor must agree to indemnify and to hold the Owner, its employees, and agents harmless from any and all claims for damages to persons and/or property arising out of or in any way connected with the performance by Contractor of any work, services, or functions contracted for.

9. Contract Time: The numbers of days within which, or the dates by which, the Work is to be completed and ready for final payment shall be 90 days and are set forth in the Proposal and the Agreement.

10. Liquidated Damages: As time is an essential element in this contract, all work shall be completed within the allotted time as specified in Section 00400. For each calendar day that any portion of the road construction shall remain uncompleted after the end of the time specified, the amount of Seventy-Five Dollars per calendar day (\$75.00/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in satisfactory completion of all the work is due solely to the following and the Contractor has promptly given written notice of such delay to the Owner within 10 days of the commencement thereof:

- a. To any preference, priority or allocation order duly issued by the Owner, or
 - b. To unforeseeable causes beyond the control and without any fault or negligence of the Contractor, or a subcontractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, and abnormal and unforeseeable weather, or
 - c. To any delays of subcontractors occasioned solely by any of the causes specified in paragraphs (a) and (b) other than delays due to fault or negligence of the Contractor or another subcontractor.
11. Substitute or "Or Equal" Items: The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Owner at least fifteen days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If Owner approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. This paragraph will only apply to major material and equipment listed in the Proposal.

12. Subcontractors, Suppliers and Others:

- 12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which

such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

- 12.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

13. Proposal:

- 13.1 The Proposal is included with the Bidding Documents; additional copies may be obtained from Consultanting engineer.
- 13.2 All blanks in the Proposal must be completed in ink or by typewriter.
- 13.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 13.5 All names must be typed or printed below the signature.
- 13.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal).
- 13.7 The address and telephone number for communications regarding the Bid must be shown.

14. Submission of Bids:

- 14.1 Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other

required documents. **The Contractor's Georgia Utility Contractor's License Number shall also be marked on the outside of the envelope.** If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

15. Modification and Withdrawal of Bids:

15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16. Opening of Bids: Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

17. Bids to Remain Subject to Acceptance: All bids will remain subject to acceptance for ninety days after the day of the Bid opening, but Owner may, in its sole discretion, and in accordance with Instructions to Bidders, Section 15.2, release any Bid and return the Bid security prior to that date.

18. Award of Contract:

18.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

18.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and

guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- 18.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 18.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.
- 18.6 If the Contract is to be awarded, Owner will give the Successful Bidder a written Notice of Award within sixty days after the day of the Bid opening.
- 18.7 The Owner reserves the right to award the contract conditional upon funds being made available for such construction.
19. Contract Security: Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds.
20. Taxes: The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemption and complying with all requirements. The Contractor shall include all Federal, State and local taxes in his bid. The Contractor shall indemnify, defend and hold harmless, Owner, Consultanting engineer and their employees, agents and representatives from and against any and all claims, damages, losses, penalties, fines and tax liabilities whatsoever resulting from Contractor's failure to include such taxes in his bid, pay any such tax or comply with any applicable tax requirements or statutes.
21. Signing of Agreement: When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.
22. Laws and Regulations: The Contractor shall keep himself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner. He shall at all times, himself, observe and comply with all such existing and future laws, ordinances and regulations and shall protect and indemnify the Owner and its agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by himself or by his employees.

23. Non-Segregated Facilities: Bidders must certify that they do not and will not, maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed or national origin. Execution of the "Certification of Non-Segregated Facilities" contained within these documents must be accomplished and submitted with the Bid.

SECTION 00210

NOTICE TO BIDDERS

1. No bid shall be read aloud or considered if a proper Bid Bond or other authorized security has not been submitted with the Proposal.
2. Attorneys-in-fact who sign Bid Bonds must file with the bond a certified and effectively dated copy of their Power of Attorney. This shall be attached to the Bid Bond.
3. The Proposal shall be filled out completely and must be signed by a person having authority to legally obligate the Bidder. If the Bidder is a corporation, the Seal of the Corporation must be attached to the Proposal form.
4. The Certificate of Non-Segregated Facilities must be filled out completely and be signed by a person having authority to legally obligate the Bidder. If the Bidder is a Corporation, the Seal of the Corporation must be attached to the certifications.
5. A **Mandatory** Pre-bid Conference (not applicable).
6. **Licensing: Bidders must be Licensed Utility Contractors in accordance with the State of Georgia Guidelines and a license number must be placed on the exterior of the sealed envelope and on the bid documents. Sealed envelopes without license numbers will not be opened.**
7. All work is to be in accordance with current editions of Georgia Department of Transportation Construction Standards and Details, Standard Specifications, Supplemental Specifications, and Special Provisions, and the Manual for Erosion and Sediment Control in Georgia. GDOT standards, details, specifications, and special provisions can be found on GDOT's website at <http://www.dot.ga.gov> .

SECTION 00400

PROPOSAL

MACON-BIBB COUNTY
PINEHILL DRIVE
SIDEWALK IMPROVEMENTS

To: MACON-BIBB COUNTY BOARD OF COMMISSIONERS
Place: MACON-BIBB COUNTY Purchasing Dept.
701 Poplar Street, Suite 308
Macon, GA 31201

Date: _____

Time: _____

Proposal of _____ (hereinafter called "Bidder") a corporation organized and existing under the laws of the State of _____ a partnership, or an individual doing business as _____.

TO: MACON-BIBB COUNTY BOARD OF COMMISSIONERS
601 Mulberry Street, Suite 407
Macon, Georgia 31201
(hereinafter called OWNER)

Gentlemen:

The Bidder, in compliance with your Instruction to Bidders for MACON-BIBB COUNTY Pinehill Drive Sidewalk Improvements having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

The proposed construction consists of furnishing all materials and equipment and performing all labor necessary to complete improvements to Pinehill Drive by the addition of sidewalk including all necessary appurtenances. Work includes, but is not limited to asphalt milling and overlay, curb-and-gutter, sidewalk, sub-surface drainage, driveway pavement, saw-cutting, signing, striping, erosion control and grading. All work shall be in done in accordance with the following: Georgia Department of Transportation Standard Specifications, current edition; Supplemental Specifications book; the Manual for Erosion and Sediment Control in Georgia; and applicable ordinances, regulations and standards of MACON-BIBB COUNTY. The line item proposal contains a base bid proposal (Base Bid Line Item Proposal). Work areas are delineated on the construction plan documents.

The Bidder hereby agrees to commence work under this contract, with adequate forces and equipment, on or before a date to be specified in a written "Work Order" of the Owner and to fully complete the work within 90 consecutive calendar days from and including said date as stipulated in the specifications.

As time is an essential element in this contract, all work shall be completed within the allotted time as specified in the PROPOSAL. For each calendar day that any portion of the roadway construction shall remain uncompleted after the end of the time specified, the amount of Seventy-Five Dollars per calendar day (\$75.00/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

Bidder acknowledges receipt of the following addenda:

BASE BID LINE ITEM PROPOSAL					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
150-1000	TRAFFIC CONTROL	LS	1		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	11		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	791		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	11		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	791		
201-1500	CLEARING & GRUBBING	LS	1		
205-0001	UNCLASS EXCAV	CY	1,395		
208-0100	IN PLACE EMBANKMENT	CY	308		
310-5100	GR AGGR BASE CRS, 10 IN, INCL MATL	TN	48		
402-3113	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2	TN	282		
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2	TN	17		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2	TN	9		
413-0750	TACK COAT	GAL	8		
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	4,190		
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	578		
441-0104	CONC SIDEWALK, 4 IN	SY	812		
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	1,065		
441-7012	CURB CUT WHEELCHAIR RAMP, TYPE B	EA	3		
441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D	EA	2		
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	1.69		
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	52.8		
550-1120	STORM DRAIN PIPE, 12 IN, H 1-10	LF	17		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	420		
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	64		
611-8050	ADJUST MANHOLE TO GRADE	EA	5		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	57		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	18		
636-2070	GALV STEEL POSTS, TP 7	LF	127		

653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	2		
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	2		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	514		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	3455		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	57		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1356		
668-2100	DROP INLET, GP 1	EA	8		
668-4300	STORM SEWER MANHOLE, TP 1	EA	4		
668-7024	DRAIN INLET, 24 IN	EA	1		
700-9300	SOD	SY	1018		
711-0600	TURF REINFORCING MATTING, TP6	SY	210		

(in words)

_____ (Dollars) and _____ (Cents).

The unit and lump sum prices shown shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder further agrees that, in case of failure on his part to execute the contract agreement and bonds within ten (10) days after notification of award of contract, the Bid Bond or Certified Check accompanying his bid and the monies payable thereon, shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise the check or bid bond accompanying this Proposal shall be returned to the Bidder according to the provisions of the "Instructions to Bidders".

Attached hereto is a _____ for the sum of
_____ Dollars (\$ _____)
according to the conditions of the "Instructions to Bidders".

SEAL (if bid is by Corp.)

Bidder

By

Title

Address of Bidder

Telephone Number

NOTE: No bid shall be read aloud or considered if a proper Bid Bond or other authorized security has not been submitted with the Proposal.

SECTION 00450

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto
MACON-BIBB COUNTY BOARD OF COMMISSIONERS as Owners in the penal sum of _____
_____ for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, and our heirs, executors, administrators, successors and assigns.

Signed, this ____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to
MACON-BIBB COUNTY BOARD OF COMMISSIONERS a certain bid, attached hereto and hereby
made a part Pinehill Drive Sidewalk Improvements.

NOW THEREFORE,

- (a) If said Bid shall be rejected or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

_____(L.S.)
PRINCIPAL

SURETY

BY

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20_____,
by and between MACON-BIBB COUNTY BOARD OF COMMISSIONERS, hereinafter called
"OWNER" and _____
doing business as a _____ in the State of Georgia, hereinafter called
"CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter
mentioned:

1. The CONTRACTOR will commence and complete the construction of Pinehill Drive
Sidewalk Improvements, MACON-BIBB COUNTY, Georgia and all other incidental work
required by the Contract Documents for a complete project hereinafter called the "WORK".

The proposed construction consists of furnishing all materials and equipment and
performing all labor necessary to complete improvements to Pinehill Drive by the addition
of sidewalk including all necessary appurtenances. Work includes, but is not limited to
asphalt milling and overlay, curb-and-gutter, sidewalk, sub-surface drainage, driveway
pavement, saw-cutting, signing, striping, erosion control and grading. All work shall be in
done in accordance with the following: Georgia Department of Transportation Standard
Specifications, current edition; Supplemental Specifications book; the Manual for Erosion
and Sediment Control in Georgia; and applicable ordinances, regulations and standards of
MACON-BIBB COUNTY. The line item proposal contains a base bid proposal (Base Bid Line
Item Proposal). Work areas are delineated on the construction plan documents.

2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor
and other services necessary for the construction and completion of the WORK.

3. The CONTRACTOR will commence the work required by the CONTRACT
DOCUMENTS on the date indicated in the NOTICE TO PROCEED and will complete the

same within 90 calendar days unless the contract time is extended as provided in the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Proposal schedule.

5. For each calendar day that any portion of the construction shall remain uncompleted after the end of the time specified, the amount of seventy-five dollars per calendar day (\$75.00/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

6. It is understood and agreed between the parties that the Owner is in no way connected with actual performance of this contract on the part of the Contractor, nor as to the employment of labor or the incurring of other expenses; that the Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind. Nothing in this Agreement shall be construed to be inconsistent with the Contractor's status as an independent contractor, or construed to constitute the Contractor, or any of its agents or employees as agents, employees, or representatives of the Owner. The Contractor will superintend the execution of all work covered by this Agreement which shall be in the exclusive charge and control of the Contractor. The Contractor agrees that as an independent contractor, it will not assert in any legal action by claim or defense, or take the position in any administrative procedures that it is an agent or employee of the Owner. The Contractor further agrees that as an independent contractor it cannot and will not encumber the Owner with any obligation and

that it will make no representation to any person or any party on behalf of the Owner. The Contractor further additionally agrees that it will be barred and estopped from instituting or participating in any litigation against the Owner to recover damages, costs, or expenses which might arise out of or in any way be connected with the performance of any work, services, or functions covered by this Agreement, with the exception of actions by the Contractor to recover payment for services provided under this Agreement. The Contractor further additionally agrees and binds itself and its successors in any action by the Owner for recoupment or reimbursement of such damages and expenses and to be estopped for asserting as a defense that the Owner did not have proper authority or approval to enter into such indemnity agreement or that the Contractor is not liable for such costs, claims, and expenses and the Contractor shall be deemed to have waived such defenses and positions so that only the amount of such costs, claims, etc. shall be the subject of defense. The Contractor agrees that this Agreement may be pleaded by the Owner in such actions.

7. This Agreement shall not be assigned without the prior written approval of the Owner; and in the event of such assignment without approval, this Agreement shall be void. This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

8. This Agreement entered into between MACON-BIBB COUNTY BOARD OF COMMISSIONERS and the Contractor and any disputes arising thereunder, shall not be subject to arbitration.

9. The term "CONTRACT DOCUMENTS" means and includes the following:

- Section 00100 Advertisement for Bids,
- Section 00200 Instructions to Bidders,
- Section 00210 Notice to Bidders,
- Section 00400 Proposal,
- Section 00450 Bid Bond,
- Section 00500 Agreement,

- Section 00600 Performance Bond,
- Section 00610 Payment Bond,
- Section 00620 Certificate of Owner's Attorney,
- Section 00700 General Conditions,
- Section 00800 Supplementary Conditions,
- Section 00845 Certification of Nonsegregated Facilities,
- Georgia Department of Transportation Standard Specifications, current edition, and Supplemental Specifications,
- Georgia Department of Transportation Construction Standards and Details, current revision,
- Drawings presented as plans for Pinehill Drive Sidewalk Construction including the following:

<u>Sheet Nos.</u>	<u>Drawing Title</u>
01-0001	Cover Sheet
02-0001	Index
04-0001 – 04-0002	General Notes
05-0001 – 05-0003	Typical Sections
13-0001 – 13-0004	Construction Plan
15-0001 – 15-0004	Mainline Profile
17-0001 – 17-0005	Driveway Profile
22-0001	Drainage Profile
23-0001 – 23-0007	Earthwork Cross-sections
24-0001	Utility Plan Legend
24-0002 – 24-0005	Utility Plans
26-0001 – 26-0004	Signing and Marking Plan
54-0001 – 54-0004	BMP Location Details
60-0001 – 60-0007	Right-of-Way Map

- Addenda: No. _____, dated, _____
No. _____, dated, _____
No. _____, dated, _____

10. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts each of which shall be deemed an original on the date first above written.

OWNER (MACON-BIBB COUNTY BOARD OF COMMISSIONERS):

CONTRACTOR:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

SECTION 00600

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called the Principal
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

MACON-BIBB COUNTY BOARD OF COMMISSIONERS
(Name of Owner)

601 Mulberry Street, Macon, Georgia 31201
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars (\$ _____) in lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the ____ day of _____, 20__, a copy of which is hereto
attached and made a part hereof for the construction of:

Pinehill Drive Sidewalk Improvements

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the Surety, and during the one year guaranty period, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER all outlay and expense which the OWNER may incur in making good any
default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20__.

ATTEST:

Principal

(Principal Secretary)

BY: _____(s)

(SEAL)

(Address)

Witness as to Principal

Surety

(Address)

By: _____
Attorney-in-Fact

By: _____

ATTEST:

(Address)

Witness as to Surety

(Address)

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SECTION 00610

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

MACON-BIBB COUNTY BOARD OF COMMISSIONERS

(Name of Owner)

601 Mulberry Street, Macon, Georgia 31201

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars (\$_____) in lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the ____ day of _____, 20__, a copy of which is hereto
attached and made a part hereof for the construction of:

Pinehill Drive Sidewalk Improvements

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be
void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

Principal

(Principal Secretary)

BY: _____(s)

(SEAL)

(Address)

Witness as to Principal

Surety

(Address)

By: _____
Attorney-in-Fact

By: _____

ATTEST:

(Address)

Witness as to Surety

(Address)

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State

where the PROJECT is located.

SECTION 00620

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of MACON-BIBB COUNTY BOARD OF COMMISSIONERS, do hereby certify as follows: I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that to the best of my knowledge, without independent verification each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature of Attorney
(MACON-BIBB COUNTY)

Date

SECTION 00800

SUPPLEMENTARY CONDITIONS

1. THE GENERAL CONDITIONS: The General Conditions shall apply to all work in the Contract Documents, except as otherwise specified in the Supplementary Conditions. Requirements of the Supplementary Conditions supersede those of the General Conditions.
2. COMMENCEMENT AND COMPLETION OF WORK: The Contractor shall commence the Work on the date indicated in the Notice to Proceed and shall diligently prosecute said Work so as to complete the entire project and place it in use within the calendar days noted for each division.
3. SCOPE OF THE WORK: The Work includes the furnishing of all necessary machinery, equipment, tools, labor and other construction means, and all materials and equipment required to perform the Work and including the placing of the Work into satisfactory operation.
4. LOCATION: The work under this Contract will be located in MACON-BIBB COUNTY, Georgia as shown on the Construction Drawings.

A **mandatory** pre-bid conference (not applicable).

5. EXTENSION OF TIME AND FAILURE TO COMPLETE ON TIME: Any and all extensions of time shall be in accordance with the General Conditions, except as otherwise hereinafter provided.

Failure to complete the Project on or before the stipulated completion date will result in the assessment of liquidated damages in the amount stated in the Proposal.

6. CONSTRUCTION DRAWINGS: The Work shall conform to the following construction drawings.

<u>Sheet Nos.</u>	<u>Drawing Title</u>
01-0001	Cover Sheet
02-0001	Index
04-0001 – 04-0002	General Notes
05-0001 – 05-0003	Typical Sections
13-0001 – 13-0004	Construction Plan
15-0001 – 15-0004	Mainline Profile
17-0001 – 17-0005	Driveway Profile
22-0001	Drainage Profile
23-0001 – 23-0007	Earthwork Cross-sections
24-0001	Utility Plan Legend
24-0002 – 24-0005	Utility Plans
26-0001 – 26-0004	Signing and Marking Plan
54-0001 – 54-0004	BMP Location Details

7. REPORTS AND DRAWINGS USED BY THE CONSULTING ENGINEER: In the preparation of Drawings and Specifications, CONSULTING ENGINEER has relied upon:
 - A. The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are contiguous to the site of the Work.
 1. None
 - B. The following reports of explorations and tests of subsurface conditions at the site of the work.
 1. None
8. SANITARY CONVENIENCES: The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.
9. ENVIRONMENTAL IMPACT: The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.
 - a. Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.
 - b. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.
 - c. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.
 - d. Sedimentation: An NPDES permit is not required on this project since this project disturbs less than one acre, however the contractor must - at a minimum - follow the BMP plan included in the plan set.
10. CONSTRUCTION STAKEOUT: The CONTRACTOR shall be responsible for all construction staking required to complete the work.

From the dimensions and benchmarks shown on the plan the CONTRACTOR shall complete

the layout of the work and shall be responsible for all measurements that may be required for the execution of the work prescribed in the specifications or on the Drawings, subject to such modifications as may be required to meet changed conditions or as a result of necessary modifications to the Work.

The CONTRACTOR shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor as may be required in laying out any part of the Work from the horizontal and vertical control.

It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the OWNER until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the OWNER at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the CONTRACTOR.

All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the CONTRACTOR in laying out the work shall be available at all times during the progress of the work for the ready examination by the OWNER or his duly authorized representative.

The CONTRACTOR shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the CONTRACTOR for the purpose of construction and for progress surveys, shall be furnished promptly to the representative of the OWNER for permanent records and for determining the proper amount of progress payments due to the CONTRACTOR. Unless waived in each specific case, quantity surveys made by the CONTRACTOR shall be made during the presence of a representative of the OWNER.

The OWNER may make checks as the work progresses to verify lines and grades established by the CONTRACTOR and to determine the conformance of the completed work as it progresses with the requirements of Contract Documents and Drawings. Such checking by the OWNER or his representative shall not relieve the CONTRACTOR of his responsibility to perform all work in accordance with the Contract Documents and Drawings and the lines and grades given therein. In the event that location marks as established by the CONTRACTOR are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the CONTRACTOR. All such costs will be considered as incidental to the Work.

11. UTILITIES: Any "utility system" work as defined in the 1994 Georgia State Construction Industry Licensing Board Laws and Rules shall be performed by a Georgia licensed Utility Contractor. A valid Utility Contractor license number shall be provided by the Contractor/Subcontractor prior to beginning work on the utility system. Utilities such as sewer, water and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of

the new work.

12. ADJUSTMENT OF DISCREPANCIES: In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started, the matter shall be submitted to the OWNER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment, the CONTRACTOR shall bear all of the extra expense involved.
13. RESTORATION: The CONTRACTOR shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements is complete at the time a request for final review is made by the Contractor.

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed to those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

14. MAINTENANCE DURING CONSTRUCTION: The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.

Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.

While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by the marina and its patrons in such condition that traffic will be adequately accommodated. Staged construction will be required in order to maintain traffic throughout the project. Construction staging plans are included in this set of drawings. If the contractor designs his own staging plan, the contractor's staging plan must be approved by MACON-BIBB COUNTY Engineering Department prior to construction. Any deviation to the approved staging plan shall be approved by MACON-BIBB COUNTY Engineering Department prior to implementation. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accepted and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary. Compensation will be under Traffic Control – Lump Sum.

15. BARRICADES, DANGER, WARNING & DETOUR SIGNS: The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will be paid for under Traffic Control – Lump Sum. Ownership of the temporary warning devices shall remain with the CONTRACTOR.

16. ACCESS FOR INSPECTION: Access for inspection shall be provided for representatives of the Georgia Environmental Protection Division and the Owner.

17. The limits of liability for the insurance required by paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

a. Workers' Compensation, etc. under paragraphs 5.3.1 and 5.3.2 of the General Conditions:

- | | | |
|-----|--|------------|
| (1) | State: | Statutory |
| (2) | Applicable Federal
(e.g. Longshoreman's): | Statutory |
| (3) | Employer's Liability: | \$ 200,000 |

b. Comprehensive General Liability (under paragraphs 5.3.3 through 5.3.6 of the General Conditions):

- | | | |
|-----|--|-----------------|
| (1) | Bodily Injury (including completed operations and products liability): | |
| | \$ 2,000,000 | Each Occurrence |

Property Damage:

- | | |
|-------------------------------|------------------|
| \$ 100,000 | Each Occurrence |
| \$ N/A | Annual Aggregate |
| or a combined single limit of | \$ 200,000 |

(2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

(3)	Personal Injury, with employment exclusion deleted	
	\$ 1,000,000	Annual Aggregate

C. Comprehensive Automobile Liability:

Bodily Injury:

\$ 200,000	Each Person
\$ 500,000	Each Occurrence

Property Damage:

\$ 100,000	Each Occurrence
or combined single limit of	\$ 200,000

D. Builders Risk Insurance (Fire and Extended Coverage).

N/A

E. Contractual Endorsement:

The Contractual Liability required by paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts:

(1) Bodily Injury:

\$ 500,000	Each Occurrence
------------	-----------------

(2) Property Damage:

\$ 100,000	Each Occurrence
\$ N/A	Annual Aggregate

18. Retainage of Contractor's Payment: a). The retainage shall be an amount equal to 10% of Contractor's partial pay estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the contractor and no additional amounts may be retained unless the Owner certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, the 10% may be reinstated. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for Work which cannot be completed because of weather conditions, lack of materials, or other reasons which in the judgment of the Owner are valid reasons for noncompletion, the Owner may make additional payments, retaining at all times an amount sufficient to cover twice the estimated cost of the Work still to be completed.

Partial pay estimates may include stored materials. Contractor must submit invoices and all materials must be located at the site of the work or in an approved storage yard. Retainage will not be held on stored materials.

19. If the Contractor elects to use subcontractors for any part of the Work, efforts shall be made to utilize local qualified sub-contractors, if available. Contractor shall refer to Section 6.8-6.11 of the General Conditions for requirements regarding sub-contractors.

20. Nonappropriation: It is understood and agreed that the contract as above set out will be null and void if funds are not appropriated sufficient to pay for the services herein.
21. Qualifications of Sub-Bidders: To demonstrate qualifications to perform the work, each sub-bidder must be prepared to submit within five days of MACON-BIBB COUNTY Board of Commissioner's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be deemed necessary by MACON-BIBB COUNTY BOARD OF COMMISSIONERS.

END OF SECTION

SECTION 00845

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

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

Date _____, 20____

(Name of Bidder)

Official Address

BY: _____

Title: _____