

**CITY OF FORT VALLEY**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**TSPLOST PROGRAM**

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## CITY OF FORT VALLEY

### SPECIFICATIONS AND CONTRACT DOCUMENTS

# TSPLOST PROGRAM

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**ARTICLE 1 – DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office (City of FORT VALLEY, GA)* – All potential Bidders can obtain a copy of the Bid and Specifications located on the City’s website at <https://www.fortvalleyga.org>, and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of FORT VALLEY, Procurement Division. The City of FORT VALLEY’s Procurement Department will oversee all bidding for this project.

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- B. *Plan Holders List* - The project Contract Documents are available completely online as listed above and therefore a Plan Holders List will not be maintained for this project. The City of FORT VALLEY's Procurement Department will oversee all bidding for this project.
- C. *Owner's Representative* – Vernon Kendrick is the City of FORT VALLEY's appointed Owner's Representative for this project.

### ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- A. All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.fortvalleyga.org> and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of FORT VALLEY, Procurement Division. The City of FORT VALLEY's Procurement Department will oversee all bidding for this project.
  - B. All potential Bidders are solely responsible for assuring they have all required bid documents including any Addendums that are issued prior to bidding.
  - C. All bid documents will be posted online at the sites shown in Article 2 – A.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

### ARTICLE 3 – QUALIFICATIONS OF BIDDERS AND PROJECT REQUIREMENTS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence with bid such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload)
  - B. Required Bidder current Georgia Department of Transportation Prequalification Certificate for roadway construction.

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### ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

#### 4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
  2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings, if any, referenced in Paragraph 4.01.A will be made available by Owner to any Bidder upon written request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

#### 4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Owner by owners of such Underground Facilities, including Owner, or others.

#### 4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the

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Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions. On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.05 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents.
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents
- G. promptly give Project Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

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4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

### ARTICLE 5 – NON-MANDATORY PRE-BID CONFERENCE

5.01 A Non-Mandatory Prebid Conference will be held at **2:00 PM EST on Tuesday, April 12, 2022 @ 213 Persons Street Fort Valley, GA 31030**. Bidder's attendance and participation in the conference is recommended but not required.

### ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

### ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of FORT VALLEY; Attention: Vernon Kendrick via email at [vkendrick@fortvalleyga.org](mailto:vkendrick@fortvalleyga.org) **Reference: “TSPLOST PROGRAM – ”**. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda and emailed or delivered to all parties recorded by Issuing Office as having received the Bidding Documents. Questions received after **2:00 PM EST on Friday, April 15, 2022 - Reference: “TSPLOST PROGRAM – may** not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Owner and all Addenda will be transmitted to all bidders listed on the Plan Holders List.

### ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent (5%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to

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execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. 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 eleven days after the Effective Date of Section VIII – Form of Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Section III - Bid Form and Section VIII – Form of Agreement.

### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in Section VIII – Form of Agreement.

### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

## **SECTION I**

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitutes, or “or-equal” materials and equipment approved by Owner/Project Owner and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Owner as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Owner at least 10 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner’s decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, 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.

### **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of Section VIII – Form of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities 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, individual, or entity if requested by Owner. If Owner or Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 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, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Owner subject to revocation of such acceptance after the Effective Date of Section VIII – Form of Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

### **ARTICLE 13 – PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Owner.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section listed therein.

## **SECTION I**

- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08** All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

### *14.01 Unit Price*

- A.** Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B.** The value of items required by the Contract Documents but not show in the line items on the Bid Form shall be included in the unit price of the line item that relates to this work.
- C.** The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- D.** Discrepancies between 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.

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### 14.02 Allowances

- A. In the amount bid on the Bid Form submitted, the Bidder shall include a **\$50,000** Contingency Allowance. This allowance is for additional work as directed by the Owner. Monies not utilized by the Owner for this project will be removed from the final contract price at the completion of the project by use of a Change Order.

### ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished a PDF copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:
  - A. Required Bid security.
  - B. List of Proposed Subcontractors (if known);
  - C. List of Proposed Suppliers (if known);
  - D. List of 5 Project References (reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**).
  - E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload).
  - F. Georgia Contractor's License No.
  - G. Certificate of Insurance (City of FORT VALLEY listed as Certificate Holder).
  - H. Contractor Affidavit and Agreement.
  - I. Subcontractor Affidavit and Agreement (if known);
- 15.02 A Bid shall be delivered no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.
- 15.03 Bids may be mailed to the City of FORT VALLEY Procurement Division, 204 W CHURCH STREET., FORT VALLEY, GA 31030. ATTN: **EDDIE MADISON**. Proposers should obtain a tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**Friday, April 22, 2022 at 1:00 PM EST**).

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- 15.04 The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **“BID ENCLOSED – “TSPLOST PROGRAM –”**. All mailed Bids shall be addressed to the **City of FORT VALLEY; Attention: Eddie Madison 204 W CHURCH STREET, FORT VALLEY, GA 31030.**
- 15.05 Bid packages submitted shall include **one (1)** complete set of bid documents, as required by this section, with original signatures and seals as required and this document set shall be labeled **“Original”**. Additionally, **two (2)** complete copy sets of the bid documents, as required by this section, labeled **“Copy”** shall be included in the bid package.

### ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 1601 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 1602 If within 24 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, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

### ARTICLE 17 – OPENING OF BIDS

- 17.01 All bids will be opened according to applicable state and local ordinances.

### ARTICLE 18 – BIDS ~~TO~~ REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

### ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.

## **SECTION I**

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether 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.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.

## **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

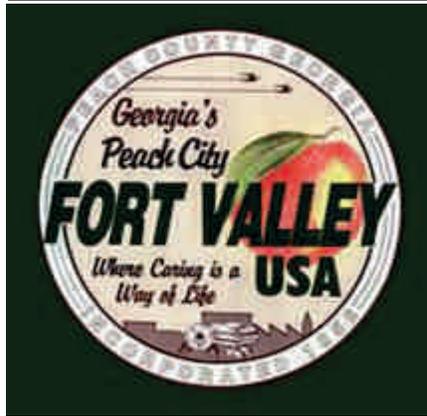
- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required six (6) complete legal sets of the Contract Documents and Technical Specifications with unsigned counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement as attached thereto. Within fifteen (15) calendar days thereafter, Successful Bidder shall sign and deliver all five (5) complete legal sets of the Contract Documents and Technical Specifications with signed and sealed counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement to Owner. Within thirty (30) calendar days thereafter, a project Preconstruction Conference will be scheduled and at that meeting the Owner shall deliver two fully signed counterparts to Successful Bidder with a complete set of the Drawings with appropriate identification if required.

SECTION II

**INVITATION TO BID**



**CITY OF FORT VALLEY**

**TSPOST PROGRAM**

## SECTION II

A **Non - Mandatory Prebid Conference** will be held at 213 Persons Street, Fort Valley Ga 31030 on **Tuesday, April 12, 2022 at 2:00 PM EST**. Bidders attendance and participation in the conference is recommended.

Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of FORT VALLEY; Attention: Vernon Kendrick via email at [vkendrick@fortvalleyga.org](mailto:vkendrick@fortvalleyga.org) by **Friday, April 15 at 2:00 PM EST**, Reference: “**2022 TPLOST PROGRAM -**”.

Bids may be mailed to the City of FORT VALLEY, 204 W Church Street., FORT VALLEY, GA 31030. Proposers should obtain a tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**Friday, April 25 at 1:00 PM EST**).

No bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated for the receipt of Bids or until the Bidder is notified by the City whichever is sooner. The City reserves the right to accept or reject any and all bids and to waive irregularities, technicalities, and formalities.

Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond may be in the form of a bond issued by a surety acceptable to the City or a cashier's check made payable to the City of FORT VALLEY, Georgia. The entire Bid Bond shall be forfeited to the City of FORT VALLEY, Georgia as liquidated damages if the bidder fails to execute all sets of the Contract Documents and provide Performance and Payment Bonds within fifteen (15) days after receipt of the documents.

The successful bidder will be required to furnish a contract Performance Bond and a Payment Bond, each in the sum of one hundred percent (100%) of the total amount bid and provide insurance coverage as required in the Contract Documents.

Note: For more information, please refer to the Instruction to Bidders and the Contract

## SECTION II

Documents, which govern and supersede this Invitation to  
BID

**SECTION III**

**BID FORM**

**CITY OF FORT VALLEY**

**CITY OF FORT VALLEY  
PROCUREMENT DIVISION**

**TSPLOST PROGRAM**

**SECTION III**

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**SECTION III**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*City of FORT VALLEY, Georgia*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific

### SECTION III

means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

**SECTION III**

3. “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

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

**LINE ITEM BID FORM**

<b><u>ITEM NO.:</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNITS</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1.	1	L.S	MOBILIZATION, BONDS AND TRAFFIC CONTROL	\$_____	\$_____
2.	58,000	L.F.	6’ WIDE EDGE MILLING, 1 ½”-2 ½” DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0” (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS)	\$_____	\$_____
3.	1800	L.F.	SAWCUT EDGE OF PAVEMENT AND DISPOSE	\$_____	\$_____
4.	2200	TON	GDOT GAB BASE 8” THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION	\$_____	\$_____

**SECTION III**

5.	1200	TON	3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$_____	\$_____
6.	1500	TON	1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT	\$_____	\$_____
7.	20000	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$_____	\$_____
8.	13000	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$_____	\$_____
9.	100	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE	\$_____	\$_____
10.	50	EA.	ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE	\$_____	\$_____
11.	60	L.F.	GDOT THERMOPLASTIC CROSSWALK STRIPING 7' WIDE; WHITE	\$_____	\$_____
12.	600	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE	\$_____	\$_____
13.	85000	L.F.	GDOT THERMOPLASTIC CENTERLINE 5" WIDE; YELLOW	\$_____	\$_____

**SECTION III**

14.	1	EA,	GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$_____	\$_____
15.	1	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW	\$_____	\$_____
16.	1	EA.	GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW	\$_____	\$_____
17.	1	EA,	GDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL; BLUE	\$_____	\$_____
18.	4	EA.	REMOVE EXISTING TRAFFIC SPEED BUMP AND REPLACE WITH 12" WIDE x 2" RECYCLED SOLID RUBBER SPEED BUMP W/ REFLECTORS, MINIMUM 19' LONG CONTINUOUS W/ END CAPS (BLACK/YELLOW) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS; PER "UNIMAT TRAFFIC" REFERENCE NO. 8001, OR APPROVED EQUIVALENT.	\$_____	\$_____
19.		L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	<u>\$50,000.00</u>	<u>\$ 50,000.00</u>

**Total Base Bid in Words:**

\_\_\_\_\_ Dollars

**In Numbers: \$** \_\_\_\_\_

### SECTION III

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **75** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **90** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security.
  - B. List of Proposed Subcontractors (if known);
  - C. List of Proposed Suppliers (if known);
  - D. List of 5 Project References (Fort Valley reference forms attached – SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM);**
  - E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
  - F. GDOT Prequalification Certificate.
  - G. Certificate of Insurance (City of FORT VALLEY listed as Certificate Holder);
  - H. Contractor Affidavit and Agreement.
  - I. Subcontractor Affidavit and Agreement (if known);

**SECTION III**

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_  
(SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

**SECTION III**

Date of Qualification to do business in \_\_\_\_\_ is  
\_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority  
to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_  
\_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of  
authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual,  
partnership, and corporation that is a party to the joint venture should be in the  
manner indicated above.)

Bidder's Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION III**

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
\_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

GDOT Prequalification Certificate No. \_\_\_\_\_.

**SECTION IV**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date: April 25, 2022

Description *(Project Name and Include Location)*:

**CITY OF FORT VALLEY –TSPOSTPROGRAM**

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

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

Bidder’s Name and Corporate Seal

Surety’s Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## SECTION IV

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION V

**CONTRACTOR FURNISHED DOCUMENTS**

SECTION VI

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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 that is contracting with the City of FORT VALLEY, Georgia, has registered with and is participating in a federal work authorization program\* [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 City of FORT VALLEY, Georgia, contractor will secure from each 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 verification to City of FORT VALLEY, Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public I  
My Commission Expires: \_\_\_\_\_

\*As of the effective date of 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).

**RETURN THIS FORM WITH PROPOSAL DOCUMENTS**

SECTION VII

**SUBCONTRACTOR AFFIDAVIT**

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 City of FORT VALLEY, Georgia, has registered with and is participating in a federal work authorization program\*[or 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.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
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 \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\*As of the effective date of 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).

**RETURN THIS FORM WITH PROPOSAL DOCUMENTS**

SECTION VIII

**FORM OF AGREEMENT**

THIS AGREEMENT is by and between City of FORT VALLEY, Georgia (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Construction Drawings & Specifications.

**ARTICLE 2 – THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: City of FORT VALLEY, Georgia’s “**2022 TSPLOST Program**” project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 16 miles of local roadways in accordance with the Contract Documents for the City of FORT VALLEY’s “**2022 TSPLOST Program**” project.

**ARTICLE 3 – OWNER (OWNER’S REPRESENTATIVE)**

3.01 The Project has been designed by City of Fort Valley Public Works Department which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

*4.01 Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

*4.02 Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within **75** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph



## SECTION VIII

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner and Owner, then as long as the character and progress of the Work remain satisfactory to Owner and Owner, there will be no additional retainage; and
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Owner shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Owner as provided in said Paragraph 14.07.

## ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site.

## SECTION VIII

information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement, including the RFP and Contractor's proposal in response to the RFP.
  - 2. Performance Bond.
  - 3. Payment Bond.
  - 4. General Conditions.
  - 5. Supplementary Conditions
  - 6. Technical Specifications.
  - 7. Drawings (Location Maps)
  - 8. Addenda.
  - 9. Exhibits to this Agreement (enumerated as follows):

## SECTION VIII

- a. Contractor's Bid.
  - b. Documentation submitted by Contractor prior to Notice of Award.
  - c. Certificate of Insurance.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### *10.02 Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *10.03 Successors and Assigns*

- A. Owner and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### *10.04 Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that

## SECTION VIII

the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 10.06 Other Provisions

1. *Indemnification:* The CONTRACTOR shall indemnify and hold harmless the OWNER and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be

SECTION VIII

liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

**City of FORT VALLEY, Georgia**

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

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

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

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

Address for giving notices:

Address for giving notices:

204 w Church Street

Fort Valley, GA 31030

Phone: (478) 825-2615

Phone: \_\_\_\_\_

GDOT Prequalification Certificate No:

(Where applicable)

Agent for service of process:

\_\_\_\_\_

SECTION IX

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

Project: **TSPPOST PROGRAM**

Owner: City of FORT VALLEY, Georgia

Owner's Contract No.: \_\_\_\_\_

Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ . On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Completion is \_\_\_\_\_ , and the number of consecutive calendar days to achieve Substantial Completion is **75**, and the number of consecutive calendar days to achieve readiness for Final Completion including Closeout Documents is **90**.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Owner and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Contractor: \_\_\_\_\_

Owner: **CITY OF FORT VALLEY**

Authorized Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

SECTION X

**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**CITY OF FORT VALLEY, GEORGIA**

204 W Church Street  
FORT VALLEY, GA 31030

CONTRACT

Effective Date of  
Agreement:

Amount: \$\_\_\_\_\_.

Description (*Name and Location*): **2022 TSPLOST PROGRAM**

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

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

Contractor's Name and Corporate Seal

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

Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

## SECTION X

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1: and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

## SECTION X

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract.
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

**SECTION X**

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Owner or other party)*:



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed: and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly: and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner

accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfying obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and Owner services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Owner or other)*:

SECTION XII

**CERTIFICATE OF CONTRACTOR’S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of (Contractor) \_\_\_\_\_, do hereby certify as follows:

I have examined the attached Contract and Performance and Payment Bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have 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 the terms, conditions, and provisions thereof.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION XIII**

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the **City of FORT VALLEY, Georgia**, do hereby certify as follows:

I have examined the attached Contract and the manner of execution thereof by the authorized City representatives, and I am of the opinion that each of the aforesaid agreements are adequate and have 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 City of FORT VALLEY, Georgia; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION XV

### **SUPPLEMENTARY CONDITIONS**

**These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract. All provisions which are not so amended or supplemented remain in full force and effect.**

**The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.**

**The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.**

SC-5.04      *Contractor's Liability Insurance*

**SC-5.04      Add the following new paragraph immediately after Paragraph 5.04.B:**

**A. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

**1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:**

**SECTION XV**

- a. **State:** **Statutory**
  - b. **Applicable Federal (e.g., Longshoreman's):** **Statutory**
  - c. **Employer's Liability:** **\$1,000,000**
- 2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:**
- a. **General Aggregate** **\$1,000,000**
  - b. **Products - Completed Operations Aggregate** **\$1,000,000**
  - c. **Personal and Advertising Injury** **\$1,000,000**
  - d. **Each Occurrence (Bodily Injury and Property Damage)** **\$1,000,000**
  - e. **Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.**
  - f. **Excess or Umbrella Liability**
    - ┆ **General Aggregate** **\$1,000,000**
    - ┆ **Each Occurrence** **\$1,000,000**
- 3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:**
- a. **Bodily Injury:**
    - Each person** **\$1,000,000**
    - Each Accident** **\$1,000,000**
  - b. **Property Damage:**
    - Each Accident** **\$1,000,000**
- 4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:**
- a. **Bodily Injury:**
    - Each person** **\$1,000,000**
    - Each Accident** **\$1,000,000**

**SECTION XV**

<b>b. Property Damage:</b>	
Each Accident	<b><u>\$1,000,000</u></b>
Annual Aggregate	<b><u>\$1,000,000</u></b>

SC-6.11     *Use of Site and Other Areas*

**SC-6.11     Add the following new paragraphs immediately after Paragraph 6.11.D:**

- E. Contractor shall work with Owner and Owner as required by law to comply with current State of Georgia Department of Natural Resources permit requirements. Contractor shall be responsible for developing and implementing a land disturbing activity plan, erosion control plan and temporary erosion control measures which comply with the State of Georgia Sediment and Erosion Control BMP standards, as set forth in manuals, practices and procedures promulgated by the State and local governing authorities, including but not limited to the most recent edition of the Manual for Erosion and Sediment Control in Georgia.**
  
- F. From the issuance date of a notice to proceed, or the date the Contractor begins work, whichever event occurs first, the Contractor shall be responsible for the project site. The escape of sediment from the site shall be prevented by Contractor's installation and maintenance of temporary erosion control measures and practices at the Contractor's expense. All appropriate erosion control measures shall be installed prior to any land disturbing activity. Erosion control measures shall be monitored by Contractor on a daily basis and repaired or restored until permanent erosion control measures are established and the Work is complete.**

SC-6.17     *Shop Drawings and Samples*

**SC-6.17     Add the following new paragraphs immediately after Paragraph 6.17.E:**

- F. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Owner will record Owner's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Owner's charges for such time.**

## SECTION XV

**G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Owner's charges for its review time unless the need for such change is beyond the control of Contractor.**

SC-7.0 *Contract Drawings – Inclusion of Project Sketch as Stated:*

SC-7.1

SC-8.0 *Supplemental Technical Specifications as Stated:*

SC-8.1 **Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for the “CITY OF FORT VALLEY, GEORGIA – TSPPOST PROGRAM” shall be per the “Georgia Department of Transportation – Standard Specifications Construction of Transportation Systems – January 21, 2021, or latest revision” (Note: Local Standards take precedence over GDOT specifications related to conflicting guidelines, plans, and/or specifications.)**

SC-9.0 *Road Resurfacing List and Recommendations:*

**The following list includes all roads that comprise the FORT VALLEY TSPLOST PROGRAM. Roadways are listed in no particular order. All dimensions and related work are approximate and for estimating purposes only.**

- **Anderson Avenue** - from W Church St to HWY 341: approximately 5280 linear feet x 23-foot +/- nominal width.
  - **Proposed Improvements**
    - edge mill along curb and gutters.
    - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
    - adjust all manholes to finished grade.
    - stripe center lane with solid yellow line
    - stop bars adjacent to all stop signs.

**Brooks Boulevard** - from HWY 96 to Newton ST: approximately 2112 linear feet x 23-foot +/- nominal

width

- **Proposed Improvements**
  - edge mill along curb and gutters;

## SECTION XV

- resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
  - adjust all manholes to finished grade.
  - adjust all water valves to grade.
  - stop bars adjacent to all stop signs.
  - stripe center lane with solid yellow.
- **CARVER DRIVE** - from State University Drive to the City Limits: approximately 8976 linear feet x 23-foot +/- nominal width.
    - **Proposed Improvements**
      - edge mill along curb and gutters.
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
      - adjust all manholes to finished grade.
      - stop bars adjacent to all stop signs.
      - stripe center lane with solid yellow.
- **EDWARDS COURT** - from Edwards St to Apartment entrance: approximately 2200 linear feet x 23-foot +/- nominal width; with cul-de-sac.
    - **Proposed Improvements**
      - edge mill along curb and gutters.
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
      - adjust all manholes to finished grade.
      - stop bars adjacent to all stop signs.
      - stripe center lane with solid yellow.
- **HOUSERS MILL RD** - from HWY 96 to HWY 247C: approximately 23760 linear feet x 23-foot +/- nominal width.
    - **Proposed Improvements**
      - patch approximately 100 ft.<sup>2</sup>.
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
      - adjust all manholes to finished grade.
      - stop bars adjacent to all stop signs.
      - stripe center lane with solid yellow.
- **IRA HICKS BOULEVARD** - from HWY 341 to State University Dr: approximately 10600 linear feet x 23-foot +/- nominal width.
    - **Proposed Improvements**
      - patch approximately 500 ft.<sup>2</sup>;

## SECTION XV

- resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
  - adjust all manholes to finished grade.
  - stop bars adjacent to all stop signs.
  - stripe center lane with solid yellow.
- **JULIUS SIMMONS ST** - from Carver Drive to: approximately 2700 linear feet x 23-foot +/- nominal width;
    - **Proposed Improvements**
      - edge mill along curb and gutters.
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
      - adjust all manholes to finished grade.
      - stop bars adjacent to all stop signs.
      - stripe center lane with solid yellow
- **KNOXVILLE STREET** - from W Church St to HWY 342: approximately 6400 linear feet x 23’;
    - **Proposed Improvements**
      - edge mill along curb and gutters.
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
      - adjust all manholes to finished grade.
      - stop bars adjacent to all stop signs.
      - stripe center lane with solid yellow
- **MAIN STREET** - from W Church St to 341: approximately 1590 linear feet x -foot nominal width; 38’
    - **Proposed Improvements**
      - edge mill along curb and gutters.
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
      - adjust all manholes to finished grade.
      - stop bars adjacent to all stop signs.
      - Stripe parking stalls and center lane
- **MONTROSE STREET** - from HWY 96 to Courtland Ave: approximately 3168 linear feet x 23-foot +/- nominal width.
    - **Proposed Improvements**
      - edge mill along curb and gutters.
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
      - adjust all manholes to finished grade.
      - stop bars adjacent to all stop signs.
      - stripe center lane with solid yellow

## SECTION XV

- **PEACHTREE ST** - from HWY 96 to HWY 341: approximately 3170 linear feet x 23-foot
  - **Proposed Improvements**
    - edge mill along curb and gutters.
    - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
    - adjust all manholes to finished grade.
    - stop bars adjacent to all stop signs.
    - stripe center lane with solid yellow
  
- **Riley Avenue** - from Knoxville St. To Main St 2200 linear feet x 23-foot +/- nominal width; with;
  - **Proposed Improvements**
    - edge mill along curb and gutters.
    - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
    - adjust all manholes to finished grade.
    - stop bars adjacent to all stop signs.
    - stripe center lane with solid yellow
  
- **SPRUCE STREET** - from Samuel Jones to the Evans Road: approximately 7920 linear feet x 23-foot +/- nominal width.
  - **Proposed Improvements**
    - edge mill along curb and gutters.
    - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
    - adjust all manholes to finished grade.
    - stop bars adjacent to all stop signs.
    - stripe center lane with solid yellow
  
- **TAYLORS MILL RD** - from HWY 49 to Ventura Park: approximately 2200 linear feet x 23-foot +/- nominal width;
  - **Proposed Improvements**
    - edge mill along curb and gutters.
    - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
    - adjust all manholes to finished grade.

## SECTION XV

- stop bars adjacent to all stop signs.
  - stripe center lane with solid yellow
- 
- **OLD MACON ROAD** - from HWY 49 to Taylor's mill rd. : approximately 2350 linear feet x 23-foot +/- nominal width.
    - **Proposed Improvements**
      - patch approximately 500 ft.<sup>2</sup>;
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave.
      - adjust all manholes to finished grade.
      - stop bars adjacent to all stop signs.
      - stripe center lane with solid yellow

**SECTION XVII**

**EXHIBIT II**  
**REFERENCE VERIFICATION AND RELEASE FORM**

**SOLICITATION NUMBER:**

**PROJECT TITLE: FORT VALLEY -TSPOST PROGRAM**

**BIDDER:** \_\_\_\_\_  
(List name exactly as provided in Bid Form)

**Provide at least five (5) references for the Bidder listed above of work similar to the current project being completed within the last five (5) years. Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.**

\_\_\_\_\_  
**REFERENCE NO. 1:**

**Name of Company/Entity:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

**Contact Person Name:** \_\_\_\_\_

**Contact Person Title:** \_\_\_\_\_

**Contract Person Phone No.:** \_\_\_\_\_

**Contract Person Email:** \_\_\_\_\_

**Date Work Performed:** \_\_\_\_\_

**Brief Description of Work Performed:** \_\_\_\_\_

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

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**REFERENCE NO. 2:**

**Name of Company/Entity:**

---

**Mailing Address:**

---

**City/State/Zip Code:**

---

**Contact Person Name:**

---

**Contact Person Title:**

---

**Contract Person Phone No.:**

---

**Contract Person Email:**

---

**Date Work Performed:**

---

**Brief Description of Work Performed:**

---

---

---

**REFERENCE NO. 3:**

**Name of Company/Entity:**

---

**Mailing Address:**

---

**City/State/Zip Code:**

---

**Contact Person Name:**

---

**Contact Person Title:**

---

**Contract Person Phone No.:**

---

**Contract Person Email:**

---

**Date Work Performed:**

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**Brief Description of Work Performed:**

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SECTION XVII

**REFERENCE NO. 4:**

**Name of Company/Entity:**

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**Mailing Address:**

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**City/State/Zip Code:**

---

**Contact Person Name:**

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**Contact Person Title:**

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**Contract Person Phone No.:**

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**Contract Person Email:**

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**Date Work Performed:**

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**Brief Description of Work Performed:**

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**REFERENCE NO. 5:**

**Name of Company/Entity:**

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**Mailing Address:**

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**City/State/Zip Code:**

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**Contact Person Name:**

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**Contact Person Title:**

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**Contract Person Phone No.:**

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**Contract Person Email:**

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**Date Work Performed:**

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**Brief Description of Work Performed:**

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**SECTION XVII**

**REFERENCE VERIFICATION RELEASE STATEMENT**

**The Bidder listed below hereby authorizes the City of FORT VALLEY and its Representatives to contact the references provided for this bid and any additional parties that may be encountered/discovered during the reference conformation process.**

**BIDDER:** \_\_\_\_\_  
(List name exactly as provided in Bid Form)

**SIGNED BY:** \_\_\_\_\_  
(Printed name and title)

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## SECTION 01025

### **MEASUREMENT AND PAYMENT**

#### **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. The record lengths, dimensions, quantities, etc. shall be determined by the Contractor and the Owner's Representative at the submittal of each Contractors Pay Application.
- C. Pavement will be paid for on a per ton basis at the specified thickness compacted and in place.
- C. Payment 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 the 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.

**END OF SECTION**

## SECTION 01100

### SUMMARY

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
1. Contract description.
  2. Work sequence.
  3. Specification conventions.

##### 1.2 CONTRACT DESCRIPTION

A. PROJECT SUMMARY

1. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project in accordance with the Contract Documents. City of FORT VALLEY, Georgia's "2022 TSPLOST Program" project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 5.5 miles of local roadways in accordance with the Contract Documents for the City of FORT VALLEY's "2022 TSPLOST Program" project.

B. WORK SEQUENCE

1. The contractor is responsible for sequencing of work to provide a project that has continuous operation of the existing collection system without having an impact on the customers served by this system.
2. The contractor shall edge mill along the face of all gutters a minimum depth of 1-1/2" to a maximum depth of 2-1/2" from the surface of the gutter depending upon the resurfacing system specified. This milling shall be a minimum of (6) feet wide with the opposite edge flush to the surface of the existing asphalt pavement.
3. Patching shall be a minimum of (6) feet wide and have a minimum depth of 3" and a maximum depth of 4" from the surface of the existing asphalt pavement.
4. Road widening will require a sawcut line on edge of existing pavement and the addition of new paving sections in accordance with the detail included in these Contract Documents.
5. The contractor shall adjust to grade all existing manholes and valve in the existing pavement with the use of approved steel ring inserts to maintain these structures at the new height of pavement.
6. All striping required for this project shall be thermoplastic paint in accordance with GDOT standards. No striping shall be performed for a minimum of (14) days after the placement of the new asphalt surface.

7. All striping shall match any striping that existed prior to the roadway resurfacing unless otherwise stated.

1.31.3

#### 1.4 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.
- B. Specifications are contained within the Contract Drawings and the Contract Documents and Technical Specifications.
- C. Applicable building and safety codes have been referenced in these documents and are utilized as fully developed project requirements and specifications for this project.

**END OF SECTION**

## SECTION 01200

### **PRICE AND PAYMENT PROCEDURES**

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change procedures.
- E. Defect assessment.
- F. Unit prices.
- G. Lump Sum prices.
- H. Alternates.

##### 1.2 CONTINGENCY ALLOWANCES

- A. Include in Contract a stipulated sum/price of **\$50,000** for use only upon Owner's written instruction as a contingency allowance.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order and as directed by the Owner.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

##### 1.3 SCHEDULE OF VALUES

- A. Submit construction schedule on Contractor's standard form or electronic media printout will be considered for this use.
- B. Submit Schedule of Values as electronic file to Project website within 10 days after date of Owner-Contractor Agreement.
- C. Format: Use Bid Form of this Project Manual. Identify each line item with number. Also, identify Contingency Allowance.

D. Revise schedule to list approved Change Orders with each Application for Payment.

#### 1.4 APPLICATION FOR PAYMENT

A. Submit three copies of each Application for Payment on Contractor's electronic media driven form on the 25<sup>th</sup> of each month.

B. Content and Format: Use Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Submit Lien Waiver to match current Pay Request.

E. Payment Period: Monthly.

F. Substantiating Data: When Owner requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:

1. Current construction digital images specified in Section 01330 - Submittal Procedures.
2. Partial release of liens from major Subcontractors and vendors.
3. Record Documents as specified in Section 01700 - Execution Requirements, for review by Owner, which will be returned to Contractor.
4. Affidavits attesting to off-Site stored products.
5. Construction Progress Schedule revised and current as specified in Section 01330 - Submittal Procedures.

#### 1.5 CHANGE PROCEDURES

A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Owner of any error, inconsistency, omission, or apparent discrepancy.

C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Owner; establish procedures for handling queries and clarifications.

1. Use AIA G716 - Request for Information for requesting interpretations.
2. Owner may respond with a direct answer on the Request for Information form, issue a Clarification Notice, issue a Field Order, or submit a Change Order Request (Proposal).

- D. Owner will advise of minor changes in the Work not involving adjustment to Contract Price or Contract Time by issuing supplemental instructions on a Field Order.
- E. Owner may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within five (5) days.
- F. Stipulated Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- G. Work Directive Change: Owner may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Price or Contract Time. Promptly execute change.
- H. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- I. Change Order Forms: EJCDC C-941 - Change Order.
- J. Execution of Change Orders: Owner will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- K. Correlation of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
  - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub schedules to adjust times for other items of Work affected by the change, and resubmit.
  - 3. Promptly enter changes in Record Documents.

## 1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but price will be adjusted to new price at discretion of Owner and Owner.
- D. Defective Work will be partially repaired according to instructions of Owner, and price will be adjusted to new price at discretion of Owner and Owner.

E. Individual Specification Sections may modify these options or may identify specific formula or percentage price reduction.

F. Authority of Owner and Owner to assess defects and identify payment adjustments is final.

G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

#### 1.7 UNIT PRICES

A. Unit prices shown on the bid form are complete and inclusive of all labor and materials equipment and all other appurtenances necessary to provide the specified measured unit for each item in the bid form in accordance with the Contract Documents and Technical Specifications.

#### 1.8 LUMP SUM PRICES

A. Lump Sum prices shown on the Bid Form are complete and inclusive of all labor, materials, equipment, and all other appurtenances necessary to provide a complete work in accordance with the Contract Documents and Technical Specifications.

#### 1.9 ALTERNATES

A. Alternate methods, materials or other items addressed by the Contract Documents and Technical Specifications that were not submitted and approved prior to the submission of the bids will not be addressed after the execution of the Contract Documents.

**END OF SECTION**

## SECTION 01300

# **ADMINISTRATIVE REQUIREMENTS**

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.

#### 1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- C. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

#### 1.3 PRECONSTRUCTION MEETING

- A. Owner will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Owner, Architect, Owner, appropriate governmental agency representatives, major Subcontractors, and Contractor.
- C. Minimum Agenda:
  - 1. Distribution of Contract Documents.
  - 2. Designation of personnel representing parties in Contract, and Owner.
  - 3. Communication procedures.
  - 4. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
  - 5. Scheduling.
  - 6. Critical Work sequencing.
- D. Contractor: Record minutes and distribute copies to all participants for review, comments, and corrections, within 24 hours after meeting. Participants have 24 hours to address any issues with Contractor's minutes and Contractor will issue final meeting minutes to all participants within three (3) days.

#### 1.4 SITE MOBILIZATION MEETING – Not Used

#### 1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- B. Arrange for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors, Contractor, and Owner, Architect, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems impeding planned progress.
  - 5. Review of submittal schedule and status of submittals.
  - 6. Review of off-Site fabrication and delivery schedules.
  - 7. Maintenance of Progress Schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on Progress Schedule and coordination.
  - 13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to all participants for review, comments, and corrections, within 24 hours after meeting. Participants have 24 hours to address any issues with Contractor's minutes and Contractor will issue final meeting minutes to all participants within three (3) days.

#### 1.6 CLOSEOUT MEETING

- A. A final closeout meeting will be held at the request of the Contractor to review the completed project, produce final project punch list, and the Contractor will deliver all required closeout documents, attic stock, material specifications, warranties, operation and maintenance manuals, and all other related documents.
- B. Attendance Required: Job superintendent, Contractor, and Owner, Owner, as appropriate to agenda topics for meeting.

**END OF SECTION**

## SECTION 01323

# **CONSTRUCTION PROGRESS SCHEDULES**

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Bar chart schedules.
- D. Review and evaluation.
- E. Updating schedules.
- F. Distribution.

#### 1.2 SUBMITTALS

- A. Within 10 days after date of Owner-Contractor Agreement, submit proposed preliminary construction schedule defining planned operations for first 60 days of Work, with general outline for remainder of Work.
- B. Submit updated schedules with each Application for Payment.
- C. Submit network schedules under transmittal letter form specified in Section 01330 - Submittal Procedures or submit electronic construction schedules via email as PDF electronic file
- D. Schedule Updates:
  - 1. Overall percent complete, projected, and actual.
  - 2. Completion progress by listed activity and sub activity, to within five working days prior to submittal.
  - 3. Changes in Work scope and activities modified since submittal.
  - 4. Delays in submittals or resubmittals, deliveries, or Work.
  - 5. Adjusted or modified sequences of Work.
  - 6. Other identifiable changes.
  - 7. Revised projections of progress and completion.
- E. Narrative Progress Report:
  - 1. Submit with each monthly submission of Progress Schedule.
  - 2. Summary of Work completed during the past period between reports.
  - 3. Work planned during the next period.
  - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.

5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

### 1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in scheduling with experience in scheduling construction work of complexity comparable to the Project
- B. Contractor's Administrative Personnel: Having experience in using and monitoring schedules on comparable Projects.

1.4 Not Used

1.5 Not Used

### 1.6 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
  1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
    - a. Subcontract Work.
    - b. Project closeout and cleanup.
    - c. Work sequences, constraints, and milestones.
  2. Listings identified by Specification Section number.
  3. Identification of the following:
    - a. Horizontal time frame by year, month, and week.
    - b. Duration, early start, and completion for each activity and sub activity.
    - c. Critical activities and Project float.
    - d. Sub schedules to further define critical portions of Work.

### 1.7 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Owner at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.

### 1.8 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial and Total Completion.
- F. Submit sorts as required to support recommended changes.

#### 1.9 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Owner, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

**END OF SECTION**

## SECTION 01330

# **SUBMITTAL PROCEDURES**

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Shop Drawings.
- G. Samples.
- H. Other submittals.
- I. Design data.
- J. Test reports.
- K. Certificates.
- L. Manufacturer's instructions.
- M. Construction digital images.
- N. Contractor review.
- O. Owner review.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Owner's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Owner's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Owner-accepted form.

- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project and deliver to Owner/OWNERS REPRESENTATIVE at business address or submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 10 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Owner review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Owner will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Owner.

#### 1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01323 - Construction Progress Schedules.

#### 1.5 PROPOSED PRODUCT LIST

- A. Within 10 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

## 1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Owner for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus three (3) copies Owner will retain.
- C. Submit electronic submittals via email as PDF electronic files.
- D. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- E. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- F. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

## 1.7 ELECTRONIC GIS FILES OF PROJECT DRAWINGS

- A. Electronic GIS Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic GIS Files of Project Drawings: Distributed only under the following conditions:
  - 1. Use of files is solely at receiver's risk. Owner does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Owner of discrepancy and use information in hard-copy Drawings and Specifications.
  - 2. GIS files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
  - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
  - 4. Receiver shall not hold Owner responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.

5. Receiver shall understand that even though Owner has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Owner responsible for such viruses or their consequences, and shall hold Owner harmless against costs, losses, or damage caused by presence of computer virus in files or media.

## 1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Owner for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Owner responsible for designing components shown on Shop Drawings.
  1. Include signed and sealed calculations to support design.
  2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Owner will retain.
- E. Submit electronic submittals via email as PDF electronic files.
- F. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

## 1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Owner for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
  1. Submit to Owner for aesthetic, color, and finish selection.
  2. Submit Samples of finishes, textures, and patterns for Owner selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.

- E. Submit number of Samples specified in individual Specification Sections; Owner will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

#### 1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01700 - Execution Requirements.
- B. Permits: Within 15 days after date of Owner-Contractor Agreement, submit a list of permits and licenses to be obtained, identifying the granting agency and the required date of permit submittal.

#### 1.11 DESIGN DATA

- A. Informational Submittal: Submit data for Owner's knowledge as Contract administrator or for Owner.
- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.12 TEST REPORTS

- A. Informational Submittal: Submit reports for Owner's knowledge as Contract Administrator and for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.13 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Owner, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Owner.

#### 1.14 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Owner's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Owner in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.15 MANUFACTURER'S FIELD REPORTS – Not Used

#### 1.16 ERECTION DRAWINGS – Not Used

#### 1.17 CONSTRUCTION DIGITAL IMAGES

- A. Provide digital images of Site and construction throughout progress of Work.
- B. Each month submit digital images with Application for Payment.
- C. Digital Images: Deliver complete set of digital image electronic files on CD-ROM to Owner with Project record documents. Identify electronic media with date digital images were taken. Submit images that have same aspect ratio as sensor, uncropped.
  - 1. Digital Images: Uncompressed JPEG format, produced by digital camera with minimum sensor size of 12.0 megapixels, and image resolution of not less than 2240 by 1680 pixels.
  - 2. Date and Time: Include date and time imprinted on each image.
  - 3. Include a photo log identifying each digital image by filename and containing a description of the activity, issue or object shown by the digital image.

#### 1.18 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Owner.
- B. Contractor: Responsible for:
  - 1. Determination and verification of materials including manufacturer's catalog numbers.
  - 2. Determination and verification of field measurements and field construction criteria.
  - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
  - 4. Determination of accuracy and completeness of dimensions and quantities.
  - 5. Confirmation and coordination of dimensions and field conditions at Site.
  - 6. Construction means, techniques, sequences, and procedures.
  - 7. Safety precautions.
  - 8. Coordination and performance of Work of all trades.

- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Owner.

#### 1.19 OWNER REVIEW

- A. Do not make "mass submittals" to Owner. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Owner's review time stated above will be extended as necessary to perform proper review. Owner will review "mass submittals" based on priority determined by Owner after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Owner's information, do not require Owner's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Work Change Directive.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

**END OF SECTION**

## SECTION 01400

# QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.

#### 1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Owner and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

#### 1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Owner before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Owner before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Owner shall be altered from Contract Documents by mention or inference in reference documents.

#### 1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

#### 1.6 MOCK-UP REQUIREMENTS – See specifications and Contract Drawings for specific product requirements.

#### 1.7 TESTING AND INSPECTION SERVICES

- A. Contractor will employ and pay for specified services of an independent testing firm to perform testing and inspection related work if required by the Contract Documents.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Owner.
- C. Contractor will be responsible for coordination and scheduling of all required testing in accordance with the contract documents and as directed by the Owner and Owner.

- D. Testing, inspections, and source quality control may occur on or off Project Site.  
Perform off-Site testing as required by Owner.

1.8 MANUFACTURER'S FIELD SERVICES – Not Used

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

**END OF SECTION**

## SECTION 01500

# **TEMPORARY FACILITIES AND CONTROLS**

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

A. Temporary facilities under Construction Management Agreement.

B. Temporary Utilities:

1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Temporary water service.
4. Temporary sanitary facilities.

C. Construction Facilities:

1. Vehicular access.
2. Parking.
3. Progress cleaning and waste removal.
4. Traffic regulation.
5. Fire-prevention facilities.

D. Temporary Controls:

1. Barriers.
2. Enclosures and fencing.
3. Security.
4. Water control.
5. Dust control.
6. Erosion and sediment control.
7. Noise control.
8. Pollution control.

E. Removal of utilities, facilities, and controls.

#### 1.2 REFERENCES – Not Used

#### 1.3 TEMPORARY FACILITIES UNDER AGREEMENT

A. Temporary Provisions Provided by Contractor:

1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures is required.
2. Temporary field office as required.
3. Cleaning during construction.
4. Access to existing facilities.
5. Temporary sanitary facilities.
6. Temporary electrical service and distribution system for power and lighting.
7. Temporary telephone and internet service.

B. Contractor: Coordinate provisions with Construction Manager and provide the following items as necessary for execution of the Work including associated costs:

1. Construction aids.
2. Temporary fire protection, dust control, erosion and sediment control, water control, noise control, and other necessary temporary controls.
3. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.
4. On Construction Manager's approval, may provide temporary field office including electrical service and temporary telephone.
5. Temporary HVAC before building enclosure.
6. Electrical service required in addition to temporary service and distribution provided by Construction Manager.
7. Temporary provisions for protection of installed Work.

#### 1.4 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility source as needed for construction operation.

#### 1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and pay for lighting systems as needed to maintain specified conditions for construction operations.

#### 1.6 TEMPORARY HEATING

A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.

#### 1.7 TEMPORARY COOLING

A. Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.

#### 1.8 TEMPORARY VENTILATION

A. Provide and pay for ventilation devices as needed to maintain specified conditions for construction operations.

#### 1.9 COMMUNICATION SERVICES

A. Provide and pay for communication devices as needed to maintain specified services during construction operations.

1.10 TEMPORARY WATER SERVICE

1.11 Provide and pay for suitable water services as needed to maintain specified conditions for construction operations.

1.12 TEMPORARY SANITARY FACILITIES

A. Provide and pay for suitable sanitary services as needed to maintain specified conditions for construction operations.

1.13 FIELD OFFICES AND SHEDS – Not Used

1.14 VEHICULAR ACCESS

A. Contractor to develop vehicle access plan as needed.

B. Contractor to locate on drawings for Owners approval.

C. Provide unimpeded access for emergency vehicles. Maintain 20 foot-wide driveways with turning space between and around combustible materials.

D. Provide and maintain access to fire hydrants free of obstructions.

E. Provide means of removing mud from vehicle wheels before entering streets.

1.15 PARKING

A. Provide temporary surface parking areas to accommodate construction personnel.

B. Contractor to locate on drawings for Owners approval.

C. If Site space is not adequate, provide additional off-Site parking.

D. Use of existing on-Site streets and driveways used for construction traffic is not permitted. Tracked vehicles are not allowed on paved areas.

E. Do not allow heavy vehicles or construction equipment in parking areas.

F. Do not allow vehicle parking on existing pavement.

G. Maintenance:

1. Maintain traffic and parking areas in sound condition.
2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

H. Removal, Repair:

1. Remove temporary materials and construction at Substantial Completion.
2. Repair existing facilities damaged by use, to original condition.

I. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

#### 1.16 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

#### 1.17 PROJECT IDENTIFICATION – Not Used

#### 1.18 TRAFFIC REGULATION

A. Signs, Signals, and Devices:

1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
2. Traffic Control Signals: As approved by local jurisdictions.
3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
4. Flag Person Equipment: As required by authorities having jurisdiction.

B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

D. Haul Routes:

1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
2. Confine construction traffic to designated haul routes.
3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

E. Removal:

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.

#### 1.19 FIRE-PREVENTION FACILITIES

A. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

B. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B; C UL rating.

1. Provide minimum of one fire extinguisher in every piece of equipment utilized.

## 1.20 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
  - 1. Provide barricades required by authorities having jurisdiction for public rights-of-way
- B. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

## 1.21 ENCLOSURES AND FENCING

- A. Construction: Contractor's option for temporary enclosures and fencing to be approved by Owner.

## 1.22 SECURITY

- A. Security Program:
  - 1. Protect Work on existing premises from theft, vandalism, and unauthorized entry.
  - 2. Maintain program throughout construction period until directed by Owner.
- B. Entry Control:
  - 1. Restrict entrance of persons and vehicles to Project Site.
  - 2. Allow entrance only to authorized persons with proper identification.
  - 3. Maintain log of workers and visitors and make available to Owner on request.

## 1.23 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

## 1.24 EROSION AND SEDIMENT CONTROL

- A. Contractor to provide all erosion and sediment control BMPs in accordance with the Georgia Department of Natural Resources – Environmental Protection Division “Manual for Erosion and Sediment Control in Georgia” 2016 Edition, or latest.

## 1.25 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise from personnel and noise produced by construction operations.

1.26 PEST AND RODENT CONTROL – Not Used

1.27 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

1.28 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.
- B. Remove underground installations to minimum depth of 2 feet.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

**END OF SECTION**

## SECTION 01600

# **PRODUCT REQUIREMENTS**

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

#### 1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.

#### 1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

#### 1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.

- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01630 - Product Substitution Procedures.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION - Not Used

**END OF SECTION**

## SECTION 01630

# **PRODUCT SUBSTITUTION PROCEDURES**

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

#### 1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Proposals for substitution of products, methods, etc. must be submitted to the Owner in writing a minimum of 10 working days prior to the submission of bids. Requests for substitutions may only be submitted by licensed contractors that are listed on the Plan Holder list. Do not bid substitute products unless substitution has been accepted and approved in writing by Owner.

#### 1.3 PRODUCT OPTIONS

- A. See Section 01600 - Product Requirements.

#### 1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Document - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period only.
- B. Substitutions may be considered after the bid process when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
  - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
  - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
  - 3. Reference to Article and Paragraph numbers in Specification Section.

4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
  5. Changes required in other Work.
  6. Availability of maintenance service and source of replacement parts as applicable.
  7. Certified test data to show compliance with performance characteristics specified.
  8. Samples when applicable or requested.
  9. Other information as necessary to assist Owner's evaluation.
- D. A request constitutes a representation that Bidder:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  2. Will provide same warranty for substitution as for specified product.
  3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension that may subsequently become apparent.
  5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
  6. Will reimburse Owner for review or redesign services by Owner associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit requests for substitutions on Bidders standard form of document.
  2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
  3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
  4. Owner will notify Contractor in writing of decision to accept or reject request.

## 1.5 INSTALLER SUBSTITUTION PROCEDURES

- A. Document - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period.
- B. Document each request with:
1. Installer's qualifications.
  2. Installer's experience in work similar to that specified.
  3. Other information as necessary to assist Owner's evaluation.
- C. Substitution Submittal Procedure:
1. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.

2. Owner will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

**END OF SECTION**

## SECTION 01700

# **EXECUTION REQUIREMENTS**

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Project record documents.
- C. Maintenance service.

#### 1.2 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
  - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
  - 2. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
  - 3. Obtain and submit releases enabling Owner's full, unrestricted use of Project. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
  - 4. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
  - 1. When Contractor considers Work to be substantially complete, submit to Owner:
    - a. Written certificate that Work, or designated portion, is substantially complete.
    - b. List of items to be completed or corrected (initial punch list).
  - 2. Within seven days after receipt of request for Substantial Completion, Owner will make inspection to determine whether Work or designated portion is substantially complete.
  - 3. Should Owner determine that Work is not substantially complete:
    - a. Owner will promptly notify Contractor in writing, stating reasons for its opinion.
    - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Owner.
    - c. Owner will reinspect Work.

- d. Redo and Inspection of Deficient Work: Repeated until Work passes Owner's inspection.
  4. When Owner finds that Work is substantially complete, Owner will:
    - a. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Owner and Owner (final punch list).
    - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
  5. After Work is substantially complete, Contractor shall:
    - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
    - b. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
  1. When Contractor considers Work to be complete, submit written certification that:
    - a. Contract Documents have been reviewed.
    - b. Work has been examined for compliance with Contract Documents.
    - c. Work has been completed according to Contract Documents.
    - d. Work is completed and ready for final inspection.
  2. Submittals: Submit following:
    - a. Final punch list indicating all items have been completed or corrected.
    - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
    - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
    - d. Accounting statement for final changes to Contract Sum.
    - e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
    - f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
    - g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
  3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
  1. Within seven days after receipt of request for final inspection, Owner will make inspection to determine whether Work or designated portion is complete.
  2. Should Owner consider Work to be incomplete or defective:
    - a. Owner will promptly notify Contractor in writing, listing incomplete or defective Work.
    - b. Contractor shall remedy stated deficiencies and send second written request to Owner that Work is complete.
    - c. Owner will reinspect Work.

- d. Redo and Inspection of Deficient Work: Repeated until Work passes Owner's inspection.

### 1.3 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
  1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other modifications to the Contract.
  5. Reviewed Shop Drawings, product data, and Samples.
  6. Digital Photos and Videos required by the Contract Documents.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
  1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates used.
  3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
  1. Provide GIS survey data based upon State Plane Coordinate System of all improvements including all subsurface structures as required by the Contract Documents.
  2. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
  3. Include locations of concealed elements of the Work.
  4. Identify and locate existing buried or concealed items encountered during Project.
  5. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  6. Field changes of dimension and detail.
  7. Details not on original Drawings.
- G. Project Videos: Digital videos of the complete project area and adjacent properties are required to be produced within 72-hours prior to commencing the construction related activities for this project. Videos are to be submitted to the Owner and Owner prior to beginning any work.
- H. Project Photos and Photo Logs: Digital photos are to be taken periodically during the construction of the project. These photos are to have a minimum resolution of 12 megapixels and have a full Time/Date stamp affixed to each photo. Digital

photos are to be submitted with the monthly pay request to the Owner and Owner.

- I. Submit marked-up paper copy documents to Owner with claim for final Application for Payment.
- J. Submit PDF electronic files of marked-up documents to Owner with claim for final Application for Payment.

#### 1.4 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in Specification Sections for one year during warranty period.
- B. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

**END OF SECTION**

**SECTION 01720**

**RECORD DOCUMENTS**

**PART 1        GENERAL**

**1.01                SCOPE**

- A.    The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of project record documents as herein specified.
  
- B.    Record documents include, but are not limited to:
  - 1.     Drawings.
  - 2.     Specifications.
  - 3.     Change orders and other modifications to the Contract.
  - 4.     Owner field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums.
  - 5.     Reviewed shop drawings, product data and samples.
  - 6.     Videos, photos, and written records related to the project.
  - 7.     Test records.
  
- C.    The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

**1.02                MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A.    Storage
  - 1.     Store documents and samples in the Contractor's field office or as agreed with the Owner, apart from documents used for construction.
  - 2.     Provide files and racks for storage of documents as required.
  - 3.     Provide locked cabinet or secure storage space for storage of samples as required.
  
- B.    File documents and samples in accordance with format of these Specifications.
  
- C.    Maintenance
  - 1.     Maintain documents in a clean, dry, legible condition and in good order.
  - 2.     Do not use record documents for construction purposes.

3. Maintain at the site for the Owner/Owner one copy of all record documents.
- D. Make documents and samples available at all times for inspection by Owner.
- E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

### **1.03 QUALITY ASSURANCE**

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

### **1.04 RECORDING**

- A. Label each document "PROJECT RECORD" in neat, large, printed letters.
- B. Recording
  1. Record information concurrently with construction progress.
  2. Do not conceal any work until required information is recorded.

### **1.05 RECORD DRAWINGS**

- A. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared. If drawings are provided in electronic format, they shall be submitted in either AutoCAD 2018, or latest edition, or PDF format. The Contractor will be provided electronic copies of the Drawings, or it may elect to provide reproducible drawings via another method. Reproducible shall be defined as being reproducible so as to allow a paper print to be produced.
- B. Legibly mark drawings to record actual construction, including:
  1. All Construction
    - a. Changes of dimension and detail.
    - b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
    - c. Details not on original Drawings.

2. Site Improvements, Including Underground Utilities
  - a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed, and those utilities encountered, referenced to permanent surface improvements.
  - b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.
  - c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or benchmarks.
  - d. **Location of all manholes, valves, and storm structures that are adjusted during the project shall be located by GPS equipment to an accuracy of  $\pm 1$  foot, or better. The description and location information (state plane coordinates) shall be delivered to the Owner in the form of an electronic spreadsheet (e.g. MS Excel, or equal) to be included in the Owner's GIS database.**
  
3. Structures
  - a. Depths of various elements of manholes in relation to top of manhole to invert.
  - b. Location of all influent and effluent lines denoted by size and direction.

## 1.06 SPECIFICATIONS

- A. Legibly mark each section to record:
  1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
  2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

## 1.07 SUBMITTAL

- A. At contract closeout, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
  1. Date
  2. Project title and number

3. Contractor's name and address
4. Title and number of each record document
5. Signature of Contractor or Contractor's authorized representative

**END OF SECTION**