



SOLICITATION  
OF BIDS  
FOR  
PIERCE COUNTY INDUSTRIAL PARK  
RAIL ACCESS  
2021

# **PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021**

The Southeast Georgia Regional Development Authority (SGRDA) is soliciting bids for the “**PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021**” as described below in the Scope of the Project.

Bids shall be submitted in a sealed container/envelope with the bidders name and address clearly marked on the front of the package. Competitive sealed bids will be received at The Pierce County Industrial Development and Building Authority, 200 SW Central Avenue Blackshear, Ga. 31516 until, but no later than 2:00 p.m., on May 22, 2021 at which time said sealed bids will be publicly opened and bidder’s names and amounts bid will be read aloud. Bids received after the required time or in any other location will not be accepted. Neither faxed nor email submissions will be accepted.

## **Scope of the Project:**

The Project is located in the Pierce County Industrial Park more specifically at GPS Coordinates: 31.163033°N 82.163405°W.

The Project will consist of the construction of a new rail yard with new tracks, steel cross ties, ballast, and all ancillary components. The selected Bidder will dispose of all unsuitable material off site in compliance with all local, state, and federal laws and regulations. The Bidder will be responsible for verifying existing conditions, identifying all conflicts, furnishing all materials, equipment, and labor for successful completion of the project. The Bidder will deliver a high-quality rail yard to allow access to the CSX railroad from the mainline.

**One (1) original and two (2) copies of these bid documents must be submitted in a sealed envelope marked “SOUTHEAST GEORGIA REGIONAL DEVELOPMENT AUTHORITY RAIL PROJECT”.**

Bids may be withdrawn by written request only if the request is received prior to the time and date set for the opening bids. Negligence on the part of the bidders in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of ninety (90) days after the time and date of opening of bids.

The Bidder shall provide the necessary labor, construction equipment, fuel, materials, and etc. required for the successful completion of the Project. All Work shall conform to the Project Specifications and all applicable local, state and federal codes and regulations. Contract time shall be **60** consecutive calendar days from the date of the Notice to Proceed.

Questions regarding this Project may be directed in writing to the SGRDA’s Engineer and Project Manager for the Project, Ball Maritime Group, LLC, via email at [jason@ballmaritime.com](mailto:jason@ballmaritime.com) or by mail at 4 Cedar View Court, Savannah, Georgia 31410.

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Copies of the Construction Documents for the Project may be obtained from Ball Maritime Group, LLC by requesting via phone at (912) 662.2914 or email at [jason@ballmaritime.com](mailto:jason@ballmaritime.com). A street address, contact person, phone number, and email address must be provided to ensure prompt delivery and notification of addenda.

All required Contract Documents and proof of meeting the SGRDA's Insurance Requirements must be fully completed and executed by the Bidder and his/her Surety, and submitted to the SGRDA on or before the issuance of Notice to Proceed.

The SGRDA will select the bid that, in its sole discretion is the most responsive and responsible to the SGRDA. The SGRDA is not liable for any cost incurred by Bidders in the preparation of this bid.

Unauthorized contact regarding this invitation to bid with staff or elected officials may result in disqualification. Any oral communications will be considered unofficial and non-binding on the SGRDA. Bidders should rely only on written statements.

The SGRDA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

The SGRDA reserves the right to reject any or all bids, to waive informalities and to re-advertise, pursuant to federal and state law.

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## INSTRUCTIONS TO BIDDERS

### **A. PURPOSE**

- 1) The purpose of this Invitation for Bids is the procurement of a qualified Contractor to furnish and provide all equipment, materials, labor and services necessary for the “SOUTHEAST REGIONAL DEVELOPMENT AUTHORITY RAIL PROJECT”

### **B. EXPLANATION TO BIDDERS:**

Any explanation regarding the meaning or interpretation of the contract, project manual, specifications, or any other contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of the bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall acknowledge receipt of all addenda with their bid. Oral explanations and interpretations made prior to the bid opening shall not be binding. Explanations or requests for information must be received no less than four (4) working days before the published bid opening.

### **C. BIDDERS' UNDERSTANDING:**

Bidders should visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. Failure to comply with this requirement will not relieve the successful bidder of his obligations to carry out the scope of the resulting contract.

### **D. INVITATION TO BID REQUIREMENTS:**

The Bidder must submit with his bid the completed and executed “Immigration and Security Form” and the “Affidavit Verifying Status for Public Benefit Application”. (Forms include in the Bid Package).

Security, equal to 5% of the amount the bid, shall be submitted with the Bid in the form of either a certified check, cashier's check, or bid bond. Bid bonds shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent and shall have a proper Power of Attorney evidencing the authority of the individual signing the bond. Security deposited by unsuccessful bidders will be returned as soon as practical after the bid opening.

### **E. PREPARATION OF BIDS:**

- 1) Bids shall be submitted on the forms provided herein. These forms must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialized by the person signing the bid.
- 2) Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the Bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the Bid at election of the SGRDA.
- 3) Alternative bids will not be considered unless specifically called for.
- 4) Bidders are advised that the SGRDA is intent on completing the construction of this project in a timely and orderly manner to minimize inconvenience to the public and

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to reduce the cost to the SGRDA for inspection and administrative expense. The provisions pertaining to the completion of the work and liquidated damages will be strictly enforced.

## **F. BIDS:**

- 1) Bids containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the Bid, or irregularities of any kind, may be rejected by the SGRDA as being incomplete and not qualified for consideration.
- 2) Each Bid shall indicate the full business name and address of the Bidder, and shall be signed by him with the usual signature. It shall also set forth the type of business organization, i.e., corporation, partnership, individual owner.
- 3) A Bid submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership. If there is no partner who is a Georgia resident, the name and address of an entity designated to receive service of process for the partnership in Georgia must be provided.
- 4) A Bid submitted by a Corporation shall be signed by the legal name of the Corporation, followed by the state of incorporation and the title designation of the Corporation in legal matters. The name of each person signing the Bid shall be typed or printed below the signature. If not a Georgia Corporation, there must also be evidence that the corporation is licensed to do business in Georgia.

## **G. QUANTITIES OF BID ITEMS.**

- 1) The quantities used on the Bid Form were calculated using computer generated area and cross sections data and /or field measurements. The Bidder will be required to work up to the listed quantities for construction and payment purposes unless an error in the calculations can be proven by the Bidder.

## **H. INTERPRETATIONS:**

- 1) Each Bidder(s) shall carefully examine the Contract Documents and all addenda or other revisions and thoroughly familiarize himself with the detailed requirements prior to submitting a Bid. Should a Bidder find discrepancies or ambiguities in, or omissions from Invitation to Bid Documents, or should he be in doubt as to their meaning, he/she shall at once, and, in any event not later than four (4) working days prior to the bid due date, notify the SGRDA who will send written addenda to all proposers. The SGRDA will not be responsible for any oral instructions. All addenda sent to bidders will become a part of the Contract Documents. No allowance will be made after Bids are received for oversight by Bidder.
- 2) Where a discrepancy occurs between the prices quoted in words and/or numbers, the lowest figure quoted shall take precedence and govern in determining final costs or award of contract.
- 3) In case of error in the extension of prices, the units propose prices shall govern.

## **I. RECEIPT OF BIDS:**

- 1) Bids must be submitted as directed in the Invitation to Bid

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- 2) Bids shall be submitted prior to the time fixed in the Invitation to Bid. Bids received after the time so indicated shall be returned unopened.

## **J. WITHDRAWAL OF BIDS:**

Bids may be withdrawn at any time prior to opening upon written or telegraphic request of the Proposer. Negligence on the part of the Bidder in the preparation of its bid shall not be grounds for modification or withdrawal of a bid after the time set for Bid opening.

## **K. PRESENCE OF BIDDERS AT OPENINGS:**

At the time and place fixed for opening the bids, the total bid amount of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.

## **L. ONE BID RECEIVED:**

In the event only one Bid is received, the SGRDA will reserve the right to accept the Bid or to re-advertise and re-bid the project.

## **M. AWARD OF CONTRACT:**

- 1) The SGRDA reserves the right to accept or reject any and/or all bids received, to waive irregularities and informalities in this Invitation to Bid, and to make award in any manner deemed in the best interest of the SGRDA and to re-advertise pursuant to federal and state law.
- 2) Any Bidder that contacts elected officials or staff directly or indirectly for the purpose of influencing the selection process prior to a contract award shall be immediately disqualified and removed from consideration.
- 3) The contract award is determined by the SGRDA at their regularly scheduled meeting. Staff will make a recommendation for award and present the bid results. The SGRDA makes the final decision. Bidders should not rely on verbal suggestions from Staff as to who will be awarded.

## **N. CONTRACT, BONDS, AND INSURANCE:**

- 1) The bidder to whom award is made shall enter into a written contract with the SGRDA within the time specified in the Bid Documents.
- 2) The Bidder shall secure and maintain such insurance policies as required listing the SGRDA as additional insured.

### **Insurance Requirements**

The successful Bidder shall have and maintain in full force and effect for the duration of this agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Bidder, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the SGRDA's Attorney to form and content.

### **Minimum Limits of Insurance**

Bidder shall maintain insurance policies with coverage and limits no less than:

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- i. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- ii. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

## **Self-Insured Retentions**

Any self-insured retentions must be declared to and approved by the SGRDA so that the SGRDA may ensure the financial solvency of the Bidder. Insurance is to be placed with insurers with an A. M. Best rating of no less than A-VII. Bidder shall furnish the SGRDA with certificates of insurance prior to the start of work.

- 3) CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the SGRDA.

## **O. HOLD-HARMLESS AND INDEMNIFICATION CLAUSE**

The Bidder covenants and agrees to take and assume all responsibility for the Work rendered in connection with this agreement. The Bidder shall bear all losses and damages directly and indirectly resulting to it on account of the performance or character of the work rendered pursuant to this agreement. Bidder shall defend, indemnify and hold harmless the SGRDA, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, agents, Owner's lender, Architect and Architect's consultants, agents, and employees (hereinafter referred to as the "Owner Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Bidder, any subcontractor, anyone directly or indirectly employed by the Bidder or subcontractor or anyone for whose acts the Bidder or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of the Owner or Owner Parties. Such obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the SGRDA or SGRDA Parties by any employee of the Bidder, any subcontractor, anyone directly or indirectly employed by the Bidder or subcontractor or anyone for whose acts the Bidder or subcontractor may be liable the indemnification obligation set forth in this provision shall not be limited in any way by

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any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the SGRDA and SGRDA Parties shall survive expiration or termination of this Agreement provided that the claims are based upon or arise out of actions that occurred during the performance of this agreement.

**P. POWER OF ATTORNEY:**

A Power of Attorney, or other satisfactory evidence of the authority of the officer signing on behalf of the Bidder, shall be furnished for the SGRDA's records.

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## SCOPE OF WORK

1. The Project is located in the Pierce County Industrial Park more specifically at GPS Coordinates: 31.163033°N 82.163405°W.
2. The Project will consist of the construction of a new rail yard with new tracks, steel cross ties, ballast, and all ancillary components. The selected Bidder will dispose of all unsuitable material off site in compliance with all local, state, and federal laws and regulations. The Bidder will be responsible for verifying existing conditions, identifying all conflicts, furnishing all materials, equipment and labor for successful completion of the project. The Bidder will deliver a high-quality rail yard to allow access to the CSX railroad from the mainline.
3. The Bidder will be responsible for any BMP's (Best Management Practices) required keeping dust and debris on-site in accordance with Georgia Solid Waste Management regulations and Georgia's Erosion and Sedimentation Control regulations. There is no Stream Water Buffer Variance as part of this project, but the Bidder will act under the same rules governing BMPs for a GAR10002 permit.
4. The Bidder shall be responsible for disposing of all left-over debris and byproducts in compliance with all local, state, and federal laws and regulations
  - All processed and unprocessed vegetative material and inert debris shall be removed to an EPD permitted solid waste management site; and
  - All other materials (e.g. trash, debris) that is not inert debris as well as inert debris that is mixed with such materials shall be removed to an EPD permitted C&D landfill or municipal solid waste landfill.
  - Bidder will supply all "haul tickets" to the SGRDA for any debris deposited of in a permitted landfill.

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## **GENERAL REQUIREMENTS AND SPECIFICATIONS**

- 1) It is the responsibility of the Bidder to review and verify all dimensions and details prior to bidding and prior to proceeding with construction;
- 2) It shall be the responsibility of the Bidder to provide all necessary equipment and all other materials, equipment, and supplies as may be needed to complete the project;
- 3) The Bidder shall obtain all permits required by this Contract. Bidder further shall request all required inspections and obtain those approvals required;
- 4) The work shall be executed in the best and most workmanlike manner by qualified and efficient workers, in strict conformity with the best standard practice;
- 5) Bidder shall be responsible for receiving, unloading, moving, storing and protecting the materials and equipment delivered to the job site and will perform these functions with Bidder 's personnel;
- 6) The site shall be kept free of waste as the work progresses. The Bidder shall be responsible for the proper disposal all waste generated from this project;
- 7) The attached drawings are for informational purpose only. Issued for construction drawings will be provided to the selected Bidder once the project is awarded; and
- 8) The Bidder will be required to provide the applicable Payment and Performance bonds per the included examples before a contract will be issued.

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## Bid Form

THE PIERCE COUNTY INDUSTRIAL  
DEVELOPMENT AND BUILDING AUTHORITY  
200 SW CENTRAL AVENUE  
BLACKSHEAR, GA 31516

### PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS - 2021

DATE SUBMITTED: \_\_\_\_\_

Gentlemen:

Having carefully examined the Plans, Specifications, and other Contract Documents relating to the **PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021**, and Addendum No.(s) \_\_\_\_\_, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor, skill, equipment, tools, and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the afore said Plans, Specifications, and other Contract Documents, and all Amendments and Addenda thereto, for the sums hereinafter stated.

The undersigned agrees to provide all labor, materials, and equipment necessary to perform the work described in the plans, specifications, addenda, etc., all of which comprise the project manual, in accordance with the following bid schedule on the following pages:

Total Construction Lump Sum Bid: \_\_\_\_\_ \$ \_\_\_\_\_

The undersigned agrees that this Bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of ninety (90) calendar days following such time.

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Insert Base Bid Schedule Spreadsheet

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In case the bidder is given in writing by mail, telegraph, email or delivery the Notice of Acceptance of the Bid Proposal within ninety (90) days after the time for the opening of bids, the undersigned agrees to execute within ten (10) calendar days a Contract, (Form of Agreement between Contractor and Owner) for the work for the above-stated compensation and at the same time furnish and deliver to the Owner Certificate of Insurance, and Contractor Certification forms in accordance with the instruction bound in the Project Contract and Technical Specifications.

The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) calendar days from the date to be specified in the Notice to Proceed from the Owner and to complete the construction within 90 consecutive calendar days after Notice to Proceed. It is also agreed that 0 days are included in the specified contract time for adverse weather days as per Article of the Agreement.

The undersigned agrees that this Bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of ninety (90) calendar days following such time.

***I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.***

This Bid Proposal is respectfully submitted by:

\_\_\_\_\_  
Bidder (Print Name)

\_\_\_\_\_  
Signature (Owner, Partner or Corp. Officer)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

If Corporation, affix seal here (SEAL)

# PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021

STATE OF GEORGIA  
COUNTY OF PIERCE

## CONSTRUCTION CONTRACT

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the SOUTHEAST GEORGIA REGIONAL DEVELOPMENT AUTHORITY, a municipal corporation, hereinafter "Owner", and \_\_\_\_\_ hereinafter "Contractor",

## WITNESSETH

That for and in consideration of the mutual covenants, obligations, and agreements contained herein, the sufficiency of which such consideration the parties hereby acknowledge by their execution hereof, it is hereby agreed as follows:

1

Contractor agrees to provide all labor and materials to construct in a good, workmanlike and substantial manner the PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021, hereinafter called the "Project".

The work to be done under this Contract shall include all labor, materials, and equipment necessary to provide for the successful completion of the project as outlined in the Invitation for Bids.

The Work, more particularly, shall consist of:

- The Project is located in the Pierce County Industrial Park more specifically at GPS Coordinates: 31.163033°N 82.163405°W.
- The Project will consist of the construction of a new rail yard with new tracks, steel cross ties, ballast, and all ancillary components. The selected Bidder will dispose of all unsuitable material off site in compliance with all local, state, and federal laws and regulations. The Bidder will be responsible for verifying existing conditions, identifying all conflicts, furnishing all materials, equipment and labor for successful completion of the project. The Bidder will deliver a high-quality rail yard to allow access to the CSX railroad from the mainline.

In addition, the work required includes:

- Contractor will be responsible for furnishing all materials, equipment and labor for successful completion of the project.
- Contractor shall be solely responsible for all safety measures on or off the site.

2

Contractor hereby acknowledges and admits that the description of materials, specifications, plans, and drawings are sufficient for their intended use and purpose, and that work can be fully and successfully executed in accordance therewith, without any additional or extra work other than such as is necessarily implied therein, or to be

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inferred therefrom, upon a fair and liberal construction.

3

The Owner, without invalidating this Contract, may order extra work, or make changes in writing by altering, adding to or deducting from the work; the Contract sum being adjusted accordingly in one or more of the following ways as agreed upon by the parties hereto in writing before such work is begun:

- (a) By estimate and acceptance in a lump sum; or
- (b) By unit prices agreed upon; or
- (c) By cost and percentage; or
- (d) By cost and a fixed fee.

All provisions of this Contract shall apply to any changes, omissions or extra work in a like manner and to the same extent as to work contracted for, and no changes, omissions or extra work shall annul or invalidate this Contract.

4

The Owner shall pay the Contractor for the performance called for in this Contract, subject to additions and deductions as agreed upon in writing by the parties, the sum of \_\_\_\_\_ which is to be paid as follows:

- a) The Owner shall make partial payments monthly to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month, less 10% retainage, which is to be retained by the Owner until such time that all work has been completed and accepted by the Owner.

5

The Contractor shall maintain such insurance as will protect him from claims under the Worker's Compensation Act, and protect him and the Owner from claims for damages because of death, bodily injury or property damage which may arise from and during the operations under this Contract and shall furnish Owner evidence of such insurance.

6

The Project or work to be performed under this Contract shall be commenced on or before the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, and shall be completed by \_\_\_\_\_ of \_\_\_\_\_, 202\_\_ which is 180 consecutive calendar days after Notice to Proceed. Owner is authorized to deduct out of payment which may be due or become due to Contractor as damages for non-completion of work within the time stipulated for its completion, or within such extensions of the completion time granted by Owner in writing, the sum of \$500 per day for each and every day beyond the stipulated date of completion and in view of the difficulties of estimating delay damages, the Contractor hereby agrees to the said amount as the liquidated damages that Owner will suffer by reason of such default by Contractor in timely performance and not by way of penalty. The parties agree that the owner would be damaged in ways difficult to calculate as a result of contractor's failure to complete the project on time. The parties further agree that the liquidated damages set forth herein accurately reflect those damages and are not imposed as a penalty.

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Contractor hereby assumes and shall take all responsibility for the work or Project, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or because of site conditions or nature of the land and site in or upon which the work is to be performed is different from what was assumed or expected or on account of the weather, floods, windstorm or other causes.

8

If at any time there shall be evidence of any lien or claim for which, if established, the Owner may become liable and which is chargeable to Contractor, Owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify Owner against such lien or claim. After all payments are made, Contractor shall refund to owner any and all monies that Owner may be compelled to pay in discharging any lien or any such claim(s) made obligatory in consequence of Contractor's default.

9

No payment by Owner made under this Contract, shall be construed as an acceptance of defective work or improper materials.

10

Contractor shall indemnify and save harmless the Owner from all claims, demands, causes of action or suits of whatever nature arising out of the work to be performed by Contractor and its subcontractors under this Contract.

11

Contractor by his execution hereof hereby acknowledges and agrees that it has examined the drawings, plans, specifications, list of materials, as amended, and has examined the Project or work site so as to be thoroughly familiar with all requirements of the Project or work to be performed.

12

If Contractor neglects to do work properly or fails to perform any provision of this Contract, including completing the Project within the specified time, or if Contractor fails to continue and prosecute its work for a period of 14 days, Owner after 5 days written notice to Contractor, may make good the deficiency and deduct the cost thereof from any remaining payment or payments due the Contractor, without prejudice to any other remedy Owner has, or Owner at its option may terminate the Contract and hold Contractor liable for payments made to that time, take possession of all materials, and finish the Project and work by such means as Owner may see fit, and if the unpaid balance of the Contract price exceeds the expense of completing the Project, such excess shall be adjusted between Owner and Contractor but, if such expense exceeds the unpaid balance due to Contractor, Contractor shall be liable for the difference to the Owner.

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In the event Contractor becomes bankrupt, or makes an assignment for the benefit of creditors, Owner shall have the right to terminate and cancel this Contract.

14

The Contractor agrees not to assign this Contract or any amount payable hereunder or to sublet the whole or substantially the whole of this Contract, except with prior written consent of the Owner. The Contractor also agrees upon request to disclose to the Owner the names of all persons with whom he has contracted or intends to contract or hereafter contracts, with respect to work or materials to be furnished in connection herewith. The Contractor shall keep the premises free from accumulation of waste materials and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials.

15

This Contract contains the entire agreement between the parties and there are no collateral oral agreements or understandings. The parties hereby expressly acknowledge that they are not relying upon any representation or promise of the other, or of their respective agents or employees, except as may be expressly set forth herein. No subsequent agreement shall be effective to change, modify or terminate this Contract in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

16

No delay or failure by a party to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia.

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18

The terms, provisions, obligations and covenants contained in this Contract shall apply to inure to the benefits of and be binding upon the parties hereto and their respective heirs, assigns, successors in interest, and legal representatives.

19

Any notice or other document to be provided shall be sufficiently given, provided or served hereunder to or on either party if sent by registered mail addressed as follows:

To Owner, at: \_\_\_\_\_

To the Contractor at: \_\_\_\_\_

20

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21

Contractor shall deliver to Owner, prior to commencement of work on the Project, an affidavit in compliance with O.C.G.A. § 13-10-91. Said affidavit will be attached to and included as part of this Contract. As a further condition of this Construction Contract, Contractor shall provide Owner with notice of the identity of any and all subcontractors hired or contracted with by contractor or any of its subcontractors to do work on this Project. The notice will include an affidavit from each subcontractor in compliance with O.C.G.A. § 13-10-91 and shall include the subcontractor's name, address, user identification number and date of subcontractor's authorization to use the federal work authorization program.

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## NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

### 1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Southeast Georgia Regional Development Authority, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Nondiscrimination

# PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

### 4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Southeast Georgia Regional Development Authority to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Southeast Georgia Regional Development Authority, as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Southeast Georgia Regional Development Authority shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

### 6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the Southeast Georgia Regional Development Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Southeast Georgia Regional Development Authority enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

# PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021

In witness whereof the parties have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**OWNER:**

**SOUTHEAST GEORGIA REGIONAL  
DEVELOPMENT AUTHORITY**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Notary Public

**CONTRACTOR:**

By: \_\_\_\_\_ (SEAL)

Signed, sealed and delivered  
in the presence of:

Attest: \_\_\_\_\_ (SEAL)  
Secretary (if corporation)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

# PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021

## IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

<b>Contractor's Name:</b>	
<b>State Entity's Name:</b>	SOUTHEAST GEORGIA REGIONAL DEVELOPMENT AUTHORITY
<b>State Solicitation/ Contract No.:</b>	PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program\*, 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 the State Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the State Entity at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires:

\*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

# PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021

## IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

<b>Contractor's Name:</b>	
<b>Entity's Name:</b>	SOUTHEAST GEORGIA REGIONAL DEVELOPMENT AUTHORITY
<b>Solicitation Name or Contract No.:</b>	PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021

**ADDITIONAL INSTRUCTIONS TO CONTRACTOR:** Identify all subcontractors used to perform under the state contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the State Entity within five (5) days of the addition of any new subcontractor used to perform under the identified state contract.

<b>Contractor's Name:</b>	
<b>Subcontractors:</b>	

# PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021

## IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>Entity's Name:</b>	SOUTHEAST GEORGIA REGIONAL DEVELOPMENT AUTHORITY
<b>Solicitation Name or Contract No.:</b>	PIERCE COUNTY INDUSTRIAL PARK RAIL ACCESS – 2021

### SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the State Entity identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires:

\*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. 99-6.