

# **Invitation to Bid No. 22-12-008**



## **CONSTRUCTION OF WATKINSVILLE SEWER LINE A FOR THE OCONEE COUNTY BOARD OF COMMISSIONERS OCONEE COUNTY, GEORGIA**

**Contract Documents & Technical Specifications**

**December 29, 2021**

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SECTION 00030

ADVERTISEMENT FOR BIDS

**Oconee County Board of Commissioners  
23 N Main Street  
Watkinsville, GA 30677**

**Invitation to Bid No. 22-12-008  
Construction of Watkinsville Sewer Line A  
Issue Date: December 29, 2021**

The Oconee County Board of Commissioners is soliciting bids from contractors interested in providing all labor and materials necessary in the construction of Watkinsville Sewer Line A (including site work). Construction is to be performed in accordance with plans and specifications issued by Oconee County. Please see the full ITB documents for plans technical specifications.

A pre-bid meeting is scheduled for **January 13, 2022 at 10:00 AM** at the Oconee County Board of Commissioners Commission Chambers, located at 23 N. Main Street, Suite 205, Watkinsville, GA 30677. Attendance is not mandatory for submittal; However, all prospective bidders are encouraged to attend.

Sealed bids will be accepted by the Oconee County Finance Department located at the Oconee County Courthouse, 23 N. Main Street, Suite 203, Watkinsville, Georgia, 30677 until **10:00 AM, February 1, 2022**. At the time and date above, sealed bids will be publicly opened and the names read aloud in the Oconee County Board of Commissioners Commission Chambers located at 23 N. Main Street, Suite 205, Watkinsville, GA 30677. Bids received after this time will not be accepted.

Each sealed envelope must be marked on the outside as "ITB #22-12-008 Construction of Watkinsville Sewer Line A" and should include the Bidder's **name and address, and State of Georgia Utility Contractor License Number**.

A bid bond\* in the amount of five percent (5%) of the total bid amount and a Consent of Surety must be enclosed in bid submissions at the time of the bid opening. The Consent of Surety shall state that upon award of agreement, a Performance and Payment bond of one hundred percent (100%) of the total agreement amount can be furnished. \*Surety companies executing bonds must be authorized to transact business in the State of Georgia.

Pursuant to Georgia law, no bids will be considered without an executed E-Verify affidavit. The successful bidder will be required to pay sales and use tax on materials purchased or used on this project. Progress payments and retainage for construction shall be submitted to Owner monthly and payment terms are net 30. The successful BIDDER will be required to furnish OWNER with Insurance and Workman's Compensation Insurance.

Questions regarding this ITB should be directed to Ms. Jessica Ellis, Procurement Officer via email at [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us) and shall be received no later than **5:00 PM, January 20, 2022**. Bid forms and Technical Specifications may be obtained from the County's website on the "Doing Business" tab under "Bid Opportunities" and are available to view at the Finance Department.

Successful BIDDER will be required to perform WORK as the Prime Contractor. WORK performed by Prime Contractor shall be at a minimum 60% of the contract value.

The Award will be made to the lowest responsible and responsive bidder whose combined bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the lowest responsible and responsive bidder exceeds funds budgeted for the Work, the Oconee County Board of Commissioners may negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. OWNER reserves the rights to waive any informality or to reject any or all Bids, to evaluate Bids, and to accept any Bid which in its opinion may be in the best interest of the OWNER. No Bid will be rejected without just cause.

By Oconee County Board of Commissioners  
The Honorable John Daniell

END OF SECTION

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1. RECEIPT AND OPENING OF BIDS

Oconee County Board of Commissioners, Oconee County, Georgia, (herein referred to as "OWNER"), invites Bids on forms attached hereto. All blanks must be appropriately filled in. Bids will be received by OWNER at the address stated in Section 00030. Bids will be publicly opened and read aloud by OWNER at said time and place.

OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in the Bids received, may reject any and all Bids, and may accept any Bid which is deemed most favorable. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder may withdraw a Bid within SIXTY (60) days after the date of the opening thereof.

#### 2. PREPARATION OF BID

Each Bid must be submitted on the prescribed Bid Form and accompanied by the following documents:

- Bidder's Checklist (Section 110)
- Bid Form (Section 300)
- Addenda Acknowledgement Form (Section 305)
- Partnership, Corporate or Individual Certificate (Sections 310, 320, and 330)
- Bid Bond (Section 410)
- Bidder Experience Statement (Section 420)
- Subcontractor List (Section 440)
- Statement of Equipment (Section 450)
- Suppliers Data Sheet (Section 451)
- Bidder's Certificate and Statement of Non-Collusion (Section 460)
- Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1) (Section 462)
- Affidavit Verifying Status for County Public Benefit Application  
(SAVE Affidavit) O.C.G.A. § 50-36-1(e)(2) (Section 464)
- Drug Free Workplace Certificate (Section 466)

The following documents will be completed after the Contract has been awarded:

- Notice of Award (Section 500)
- Agreement (Section 510)
- Performance Bond (Section 610)
- Labor & Material Payment Bond (Section 615)
- Oath of Successful Bidder (Section 465)
- W-9 (Section 617)
- GSIC Act Sub-Contractors Affidavit (Section 463)
- Occupational Tax License (Section 100)
- Certificate of Insurance (Section 800)

Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

OWNER and ENGINEER 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 confer a license or grant for any other use.

A total of four (4) sealed bids, one (1) unbound paper original, two (2) paper copies, and one (1) digital copy, must be received no later than **10:00 AM on February 1, 2022**. A project schedule must be submitted within the bid documents. Bids must be submitted in a sealed envelope with the following clearly labeled on the outside: "Bid for The Construction of Watkinsville sewer line A", the Bidder's name, address, State of Georgia Utility Contractor License Number and E-Verify Affidavit. Each envelope should be addressed to:

Oconee County Board of Commissioners  
Attn: Procurement Officer  
23 N. Main Street, Suite 203  
Watkinsville, GA 30677

Hard copies may be delivered to the above address **ONLY** between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government.

Bids must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to **February 1, 2022 at 10:00 AM**, at which time they will be publicly opened and read aloud in the Commission Chambers, Room 205, of the Oconee County Courthouse. ITB documents are available upon request from the Oconee County Procurement Office or by accessing the county's website at [www.oconeecounty.com](http://www.oconeecounty.com).

Submittals or modifications received after the due date and time will not be considered. Oconee County Government assumes no responsibility for the premature opening of submittals not properly addressed and identified and/or delivered to the proper designation. Late proposals properly addressed to the Oconee County Board of Commissioners shall be returned to the respondent unopened.

Bidders should be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

County Forms and documents: A checklist of all County forms and documents required is provided in Section 00110. Utilizing this list will help ensure Bidders have met Oconee County requirements and submit a successful bid.

More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing any applicant is interested in more than one bid for the same work will cause the county to reject all bids from the applicant. If the County believes collusion exists among applicants, bids from participants in collusion will not be considered.

**Conditions, limitations, or provisions** attached by the applicant to the bid forms may cause its rejection. Bids containing items not included in the form of bids will be considered irregular.

**BID MODIFICATIONS WRITTEN ON THE OUTSIDE OF ENVELOPE WILL NOT BE ACCEPTED.**

3. PRE-BID SUBMITTALS

No pre-bid submittals of alternate material or equipment are included in this project.

4. CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS

Bidders are advised to carefully examine the CONTRACT DOCUMENTS, Specifications, and Construction Drawings for the proposed WORK. Construction Drawings indicate the surface and underground structures likely to affect the prosecution of the WORK insofar as they have been determined, but the information indicated is not guaranteed as being correct and complete. Bidders are expected to examine the Construction Drawings and the location of the WORK, verify all information with authorities concerned, to inform themselves of all laws, ordinances and regulations of all authorities having jurisdiction, and to judge for themselves all the circumstances affecting the cost of the WORK and the time required for its completion.

The Bidder shall assume all risks concerning latent physical conditions at the site that may affect his costs, progress or performance of the work.

Bidder shall promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder.

5. SUBCONTRACTS

Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract, must be acceptable to the OWNER.

6. TELEGRAPHIC MODIFICATIONS

**BID MODIFICATION BY TELEGRAPHIC COMMUNICATION WILL NOT BE ALLOWED.**

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and required Bonds within fifteen (15) days after he has received the "Notice of Award", shall forfeit to OWNER as liquidated damages the security deposit submitted with his Bid.



8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

See Agreement Section 00510 Article 2.

9. METHOD OF BIDDING

Bidders shall submit a Bid on a unit price basis for each item of Work listed in the bid schedule.

Unit or lump sum prices for each Bid item in the proposal shall include its pro rata share of overhead and profit so that the Base Bid price given on Bid Summary Sheet represents the total bid. Any bid not conforming to this requirement may be rejected as informal.

The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item multiplied by the unit price in words. The correct total amount bid for the complete work is defined as the correct sum total of the correct amounts bid for the individual items in the bid form.

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. Discrepancies between words and figures will be resolved in favor of the words.

10. QUALIFICATIONS OF BIDDER

Each Bidder must submit qualifications with Bid on the prescribed forms provided in the CONTRACT DOCUMENTS. OWNER or OWNER's Representative may make such investigations as it deems necessary to determine the ability of Bidder to perform the WORK and Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bidder if the evidence submitted by or investigation of such Bidder fails to satisfy OWNER, or that such Bidder is not properly qualified to carry out the obligations of the Contract and to complete the WORK contemplated therein within the time constraints.

Each Bidder must furnish in his qualification statement, information relative to the facilities, ability, and financial resources available for the fulfillment of the Contract. Before award is made to a Bidder who is not a resident of the State of Georgia, such Bidder shall designate a proper agent in the State of Georgia on whom service can be made in event of litigation. Conditions, limitations, or provisions attached by Bidder to the Bid may cause its rejection. Bids containing items not included in the Form of Bid will be considered irregular.

11. BID SECURITY

Each Bid must be accompanied by certified check, cashier's check, or a Bid Bond prepared on the Form of Bid Bond attached hereto, duly executed by Bidder as principal and having as Surety thereon a surety company acceptable to the OWNER, in the amount of five percent (5%) of the Bid. All bonds furnished for the project shall be countersigned by an agent who is a resident of the State of Georgia. The Power of Attorney for such signature shall be attached. Deposits accompanying Bids shall be sealed in the Bid envelope. Except for the three (3) lowest bidders, the Bid security will be returned to the bidder by regular U.S. mail within thirty (30) days after the bid opening.

The three lowest bid securities will be returned by regular U.S. mail within ten (10) days after the execution of the contract between the OWNER and the successful bidder. If no award has been made within the number of days after the date of bid opening as specified in Article 1 of this section, bidder may demand the immediate return of his bid security.

12. EXECUTION OF BID DOCUMENTS

Bids which are not signed by individuals making them shall have attached thereto a power-of-attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a bid is signed by an attorney-in-fact, there shall be a power-of-attorney executed by the partners attached to the Bid evidencing authority to sign the Bid.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the wording "By\_\_\_\_\_". Such Bids shall also carry the corporate seal of said corporation.

Bidder shall furnish all data required by these CONTRACT DOCUMENTS. Failure to do so may result in the Bid being declared non-responsive. Acceptance of Bidder's documentation and substantiation or Contract Award by OWNER does not relieve Bidder of Liability for nonperformance as covered in the CONTRACT DOCUMENTS, nor will Bidder be exempted from any other legal recourse OWNER may elect to pursue.

13. POWER-OF-ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

14. METHOD OF AWARD

Upon careful review and consideration of the Qualifications, project schedule, and Bid Summary (including all alternate prices), OWNER will award Contract to the Prime/General CONTRACTOR deemed the lowest responsible bidder as required by Georgia law. Alternates may be awarded at the discretion of OWNER. Bidder to whom the award is made will be notified at the earliest possible date. OWNER reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in OWNER's best interest. A responsive Bidder shall be one who submits his bid in the proper form as called for in the CONTRACT DOCUMENTS, and who binds himself on behalf of this Bid to OWNER with the proper Bid Bond or certified check completed and attached, and who properly completes all forms required to be completed and submitted at the time of bidding.

A responsible Bidder shall be one who can fulfill the following requirements:

- a. Bidder shall maintain a permanent place of business. This requirement applies to Bidder where Bidder is a division or a corporation, or where Bidder is fifty percent (50%) or more owned by a person, corporation or firm.
- b. Bidder shall demonstrate that he has adequate construction management experience and sufficient equipment resources to properly perform the work under and in conformance with these CONTRACT DOCUMENTS. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to Bidder to perform the WORK.
- c. Bidder shall demonstrate that he has financial resources of sufficient strength to meet the obligations incidental to the performance of the WORK covered by these CONTRACT DOCUMENTS. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

15. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other bid documents will be made to any Bidder orally.

All requests for such interpretation shall be in writing submitted via email at [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us)

To be given consideration, all requests for interpretation must be received by no later than **5:00 PM on January 20, 2022.**

Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements, or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.

***Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the bid submittal. Bid submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantially changes the owner's requirements.***

Replies will be issued by addenda mailed or delivered to parties recorded by Oconee County as having received bid document package. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the CONTRACT DOCUMENTS as deemed advisable by OWNER or ENGINEER.

16. CONDITIONS OF WORK

Reference Supplementary General Provisions Section 00800, Articles 3.4 and 3.12.

17. SITE CONDITIONS

OWNER does not make any representation as to the soil conditions to be encountered or as to foundation materials. The CONTRACTOR must assume all risk as to the nature and behavior of the soil which may be encountered or of soil, or water, or rock, which underlies the Work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be encountered in the WORK, whether apparent upon surface inspection or disclosed only in the process of carrying forward the WORK. Reference Section 00800, Article 3.4.

18. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER and CONSULTING ENGINEER (also known as Carter Engineering, Inc.) 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 the CONSULTING ENGINEER (Carter Engineering, Inc.) 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 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.

19. START OF WORK

Reference Section 00800 Article 3.2.

20. ADDITIONAL WORK NOT INCLUDED IN THE CONTRACT

Reference Section 00800 Article 3.7.

21. CONTRACTOR'S AVAILABILITY

The CONTRACTOR shall have a responsible representative on call at all times. The name and phone number of the representative shall be given to the OWNER and ENGINEER at the pre-construction conference. The CONTRACTOR will also maintain a crew with the necessary tools and equipment available on call after normal working hours, on weekends, during inclement weather, or other times when work is not in progress to perform any necessary emergency repair work which may occur as a result of the work under his contract. All costs for emergency repair shall be at the CONTRACTOR's expense and shall be factored into the bid price. In the opinion of the OWNER, negligence on the part of the CONTRACTOR to satisfy such situations will be just cause for the OWNER to take whatever action necessary to remedy the situation. All costs incurred by the OWNER to remedy such situation will be back charged to the CONTRACTOR.

22. CONSTRUCTION CLEARING

Whole clearing of construction rights-of-way, easements, or construction sites will not be allowed. Clearing shall be minimized, and the CONTRACTOR shall make every effort to save trees, shrubs and bushes that are within the construction limits. Timber which is cut shall remain the property of the land owner where the cutting occurred.

All trees within the working easements shown on the CONTRACT DOCUMENTS are property of the existing land owners. If the property owner wishes to keep the timber, the CONTRACTOR shall cut the timber in reasonable lengths and stack such timber on OWNER's property. If the property owner does not wish to keep the timber, the timber shall become the property of the CONTRACTOR and shall be removed from the site and disposed of at the CONTRACTOR's expense. All stumps, rubbish, and other material, not suitable as timber, shall be removed from the site at the CONTRACTOR's expense.

23. SANITARY FACILITIES

Reference Section 01516 Temporary Sanitary Facilities.

24. BUILDINGS AND SHANTIES

No shanties, camps, or buildings for the housing of men employed on the WORK shall be erected on land owned or leased by the OWNER without written permission of the OWNER. Should permission be asked and granted, the CONTRACTOR must comply with all Local and County regulations regarding the construction and maintenance of such buildings.

25. INTOXICATING LIQUORS AND DRUGS

The CONTRACTOR shall neither permit nor suffer the introduction or use of intoxicating liquor or illegal drugs upon or about the WORK specified in this Contract or upon any of the grounds occupied by him or his employees.

26. LINE AND GRADE

All construction field layout and staking shall be the responsibility of the CONTRACTOR.

27. WATER SUPPLY

Reference Section 01515 Temporary Water.

28. WATER-TIGHT STRUCTURES

It is the intention of these specifications to provide that all concrete work be mixed, deposited, and spaded carefully with the end result of obtaining concrete which is impervious to water. Leakage through concrete structures shall be sufficient reason for requiring the CONTRACTOR to uncover or to expose any portion of the WORK for a thorough examination by the ENGINEER, after which said structure shall be repaired and again tested by the CONTRACTOR.

29. MEASURES AND WEIGHTS

To aid the ENGINEER in determining all quantities, the CONTRACTOR shall, whenever so requested, provide scales, equipment, and assistance for weighing or for measuring any of the materials.

It is understood and agreed that a "ton" shall mean the short ton of two thousand (2,000) pounds.

Weights and measures of quantity for payment will be the actual weight or actual measure, and no special or trade or so-termed customary allowances will be made, nor will any material which is lost or misplaced be included for payment.

30. ENVIRONMENTAL REQUIREMENTS

a. Air Pollution

The CONTRACTOR shall be responsible for any necessary burning permits.

b. Stream Pollution

1. Conduct all work in such a manner as to prevent stream siltation.

2. No discharges for untreated or partially treated wastewater to streams are allowed.

3. Any State NPDES Stormwater Discharges Permit(s) required, including a *Notice of Intent* (NOI), is the responsibility of the CONTRACTOR.
4. Monitoring and reporting requirements associated with a NPDES Stormwater discharges Permit shall be the responsibility of the CONTRACTOR.

31. INSUFFICIENCY OF SAFETY PRECAUTIONS

Reference Section 00800 Article 3.14

32. ELECTRIC POWER

Reference Section 01511 Temporary Power

33. SEWAGE AND WATER FLOWS

The CONTRACTOR shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling and properly disposing of any water, sewage, seepage, storm, surface, and flood flows which may be encountered at any time during the construction of the WORK and in such manner as to not endanger or damage property. The manner of providing for these flows shall meet with the approval of the ENGINEER and the entire cost of said work shall be included in the Unit or Lump Sum Prices bid for the various Sections of the WORK to be done under this Contract.

34. VENDOR REGISTRATION AND BID NOTIFICATION

Applicants are encouraged to sign up for Oconee County's new registration system, which is powered by Vendor Registry. The system allows a vendor to register quickly and update details such as the types of products and services provided as well as vendor contact information. This will enable the county and Vendor Registry to notify an applicant of important bid opportunities in the future. Bids are not rejected for a failure to register. Applicants may register, or check if they are registered, as follows:

- Please visit our website at [www.oconeecounty.com](http://www.oconeecounty.com).
- Select "Departments"
- Select "Finance Office"
- Click "Vendor Registration"
- Complete registration by following the instructions provided. For assistance, please call (865) 777-4337.

35. GEORGIA OPEN RECORDS ACT

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

36. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a Bid package in response to this ITB must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- a. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- b. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
  1. The affiant has registered with and is authorized to use the federal work authorization program;
  2. The user identification number and date of authorization for the affiant;
  3. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  4. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
  5. Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- c. Failure to provide the completed and notarized affidavit with the contractor's bid will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

37. NON-COLLUSION AFFIDAVIT

By submitting a response to this solicitation, the applicant represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the applicant has not directly or indirectly induced or solicited any other contractors to put in a sham bid, or any other person, firm or corporation to refrain from submitting and that the contractor has not in any manner sought by collusion to secure to that contractor any advantage over any other contractor.

By submitting a bid, the contractor represents and warrants that no official or employee of Oconee County, GA Government has, in any manner, an interest, directly or indirectly in the solicitation or in the contract that may be made under it, or in any expected profits to arise there from.

38. ANTI-DISCRIMINATION

Oconee County, 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 for Bid and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their bids, all bidders certify to Oconee County that they will conform to the provisions of the Federal Civil Rights Act of 1964. In every contract of over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of 1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

39. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Oconee County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

40. EXEMPTION FROM TAXES

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

41. OCCUPATIONAL TAX LICENSE

Applicant shall provide evidence of a valid Oconee County occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.



42. SAVE AFFIDAVIT

Since a contract has been deemed a “public benefit,” the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires Oconee County verify the legal status of non-U.S. citizens who apply for certain public benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then Oconee County has to run that contractor through the SAVE system.

43. CONTRACTOR'S OATH

The successful bidder must execute a written oath stating that he or she has not violated O.C.G.A. §36-91-21(e) regarding unlawful restriction of competitive bidding.

END OF SECTION

SECTION 00110

BIDDER'S CHECKLIST



## **Invitation to Bid #22-12-008 Watkinsville Sewer Line A CHECKLIST**

**Company Name:** \_\_\_\_\_

---

### **ITEM DESCRIPTION**

---

#### **Bidder's Checklist**

**1. *Mandatory Forms (include with Bid submittal):***

- Bidder's Checklist (Section 110)
- Addenda Acknowledgement Form (Section 305)
- Partnership, Corporate or Individual Certificate (Sections 310, 320 and 330)
- Bid Bond (Section 410)
- Bidder Experience Statement (Section 420)
- Subcontractor List (Section 440)
- Statement of Equipment (Section 450)
- Suppliers Data Sheet (Section 451)
- Bidder's Certificate and Statement of Non-Collusion (Section 460)
- Georgia Security & Immigration Compliance (GSIC) Act Affidavit (Section 462)
- GSIC Act Sub-Contractors Affidavit (Section 463)
- Affidavit Verifying Status for County Public Benefit Application (SAVE Affidavit)  
O.C.G.A. § 50-36-1(e)(2) (Section 464)
- Oath of Successful Bidder (Section 465)
- Drug-Free Workplace Certificate (Section 466)

**2. *Not Used***

**3. *Bid Form (Section 300) and Project Construction Schedule: These items must be sealed in separate envelope***

SECTION 00300

BID FORM

**WATKINSVILLE SEWER LINE A  
FOR THE  
OCONEE COUNTY BOARD OF COMMISSIONERS**

THIS BID IS SUBMITTED TO:

Oconee County Board of Commissioners  
Room 203  
23 North Main Street  
Watkinsville, Georgia 30677

*(Hereinafter called "Owner")*

THIS BID IS SUBMITTED BY:

(Name)  
(Address)  
  
(Telephone)

*(Hereinafter called "Bidder")*

BIDDER, in compliance with the Advertisement for Bids for the construction of this project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the Work required under the CONTRACT DOCUMENTS, of which this proposal is a part.

## BID SCHEDULE

### WATKINSVILLE SEWER LINE A FOR THE OCONEE COUNTY BOARD OF COMMISSIONERS

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. No. of Units</u>	<u>Unit Price Bid (Dollars and Cents)</u>	<u>Total for Item (Dollars and Cents)</u>
1.	Erosion and Sedimentation Control				
a.	Construction Exit	EA	0	_____	_____
b.	Silt Fence (non-reinforced)	LF	3686	_____	_____
c.	Silt Fence (reinforced)	LF	576	_____	_____
d.	Stone Check Dams	EA	0	_____	_____
e.	Riprap	SY	0	_____	_____
f.	Sodding	SF	17,158	_____	_____

**BID SCHEDULE****WATKINSVILLE SEWER LINE A  
FOR THE OCONEE COUNTY BOARD OF COMMISSIONERS**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Est. No. of Units</b>	<b>Unit Price Bid (Dollars and Cents)</b>	<b>Total for Item (Dollars and Cents)</b>
<b>2.</b>	<b>Manholes</b>				
a.	Standard 4' Manhole	EA	18	_____	_____
b.	Standard 5' Manhole	EA	9	_____	_____
c.	Additional Vertical Feet of 4' Manhole	EA	174	_____	_____
d.	Additional Vertical Feet of 5' Manhole	EA	164	_____	_____
<b>Sanitary Sewer</b>					
e.	8" PVC Gravity Sewer Construction, 0.00'-8.00' Cut	LF	365	_____	_____
f.	8" PVC Gravity Sewer Construction, 8.01'-12.00' Cut	LF	261	_____	_____
g.	8" PVC Gravity Sewer Construction, 12.01'-14.00' Cu	LF	186	_____	_____
h.	8" PVC Gravity Sewer Construction, 14.01'-18.00' Cut	LF	X	_____	_____
i.	8" PVC Gravity Sewer Construction, 18.01'-20'+ Cut	LF	X	_____	_____
j.	8" DIP Gravity Sewer Construction, 0.00'-8.00' Cut	LF	X	_____	_____
k.	8" DIP Gravity Sewer Construction, 8.01'-12.00' Cut	LF	66	_____	_____
l.	8" DIP Gravity Sewer Construction, 12.01'-14.00' Cut	LF	911	_____	_____
m.	8" DIP Gravity Sewer Construction, 14.01'-18.00' Cut	LF	744	_____	_____
n.	8" DIP Gravity Sewer Construction, 18.01'-20'+ Cut	LF	1,755	_____	_____
<b>3.</b>	<b>Encasement and Thrust Collars</b>				
a.	Concrete	CY	12,037	_____	_____
b.	Jack & Bore	LF	200	_____	_____
c.	16 inch Steel Casing	LF	200	_____	_____

**4. Removing and Replacing Pavement**

a.	Asphalt	LF	284	_____	_____
b.	Concrete	LF	228	_____	_____
c.	Asphalt Resurfacing, 1-1/2"	SY	517	_____	_____

**5. Rock Excavation**

a.	Trench Rock Excavation	CY	X	_____	_____
----	------------------------	----	---	-------	-------

**6. Mobilization / Misc.**

a.	Mobilization	LS	1	_____	_____
b.	Traffic Control	LS	1	_____	_____
c.	Construction Staking and Layout	LS	1	_____	_____

## BID SCHEDULE

### WATKINSVILLE SEWER LINE A FOR THE OCONEE COUNTY BOARD OF COMMISSIONERS

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. No.</u> <u>of Units</u>	<u>Unit Price Bid</u> <u>(Dollars and Cents)</u>	<u>Total for Item</u> <u>(Dollars and Cents)</u>
7.	Allowance for Additional Testing, Monitoring and Excavation Services	LS	1	<u>\$35,000.00</u>	<u>\$35,000.00</u>

**TOTAL AMOUNT BID – ITEMS 1 THROUGH 16, INCLUSIVE**

**Dollars & Cents (\$ \_\_\_\_\_)**

**Price in Words: \_\_\_\_\_**

**NOTE: Amounts shall be shown in words and figures; the amount written in words shall take precedence.**

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the OWNER. The WORK shall be completed within time frame specified in the submitted project construction schedule.

BIDDER agrees to perform all of the construction of the project complete with appurtenances and accessory work described in the Specifications and shown on the Drawings for the above scheduled price(s).

The above scheduled price(s) shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.



Respectfully Submitted:	Name:	_____
	Address:	_____
		_____
	Phone No.:	_____
	FEDERAL TAX NO. OR SOCIAL SECURITY NO.:	_____
		_____
	Signature of Principal:	_____
	Title:	_____
	Date:	_____
	Telephone:	_____
	ATTEST:	
	Signature:	_____
		Corporate Secretary/Partner/Notary
		(SEAL)
	Name:	_____
		(Please type)

END OF SECTION

SECTION 00305

ADDENDA ACKNOWLEDGEMENT FORM



**Invitation to Bid #22-12-008  
WATKINSVILLE SEWER LINE A  
ADDENDA ACKNOWLEDGEMENT**

**The Respondent has examined and carefully studied the Invitation to Bid and the following Addenda, receipt of all of which is hereby acknowledged:**

Addendum No./Date \_\_\_\_\_

Addendum No./Date \_\_\_\_\_

Addendum No./Date \_\_\_\_\_

Addendum No./Date \_\_\_\_\_

Authorized Representative (Signature) \_\_\_\_\_

Date \_\_\_\_\_

Authorized Representative Name/Title  
(Print or Type) \_\_\_\_\_

Email \_\_\_\_\_

***Bidders must acknowledge any issued addenda. Bids which fail to acknowledge the Contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.***

# PARTNERSHIP CERTIFICATE

(Partnership Certificate) 00310-1

SECTION 00320

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing bid; that \_\_\_\_\_, who signed said bid in behalf of the CONTRACTOR was then \_\_\_\_\_ of said Corporation; that said authority was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
CORPORATE SECRETARY

(SEAL)

END OF SECTION

SECTION 00330

INDIVIDUAL CERTIFICATE

STATE OF                    }  
                                  } SS  
COUNTY OF                }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally came and  
appeared \_\_\_\_\_  
to me known, and known to me to the person described in and who executed the foregoing instrument and  
acknowledged that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My Commission Expires

\_\_\_\_\_  
(Date)

(SEAL)

END OF SECTION

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, name, address & phone number)

as Principal, and (name, address & phone number)

as Surety, held and firmly bound unto the Oconee County Board of Commissioners, Oconee County, Georgia, as OWNER in the penal sum of five (5%) percent of the total bid which equals \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the FY2020 Annual Construction for Small Water Main and Sewer Collection System Improvements for the Oconee County Board of Commissioners, with the work described as follows:

PROJECT DESCRIPTION:

**WORK under this contract includes the construction of Watkinsville sewer line A, which includes site work, and the labor and materials necessary to complete the WORK. The WORK shall include construction, to be performed by the CONTRACTOR, in accordance with plans and specifications issued by Oconee County.**

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CONTRACTOR - PRINCIPAL:

\_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type) Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type) Title \_\_\_\_\_

(SEAL)

Note: Attest for a Corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

SURETY:

\_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type) Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type) Title \_\_\_\_\_

(SEAL)

*Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.*

END OF SECTION



SECTION 00420

BIDDER EXPERIENCE STATEMENT

All questions must be answered and the date given must be clear and comprehensive. This instrument must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Attach all additional sheets to these Contract Documents.

1. Name of Bidder: \_\_\_\_\_  
\_\_\_\_\_
2. Permanent main office address: \_\_\_\_\_  
\_\_\_\_\_
3. When organized: \_\_\_\_\_
4. If a corporation, where incorporated: \_\_\_\_\_  
  
Federal I.D. Number: \_\_\_\_\_
5. How many years have you been engaged in the contracting business under your present firm or trade name? \_\_\_\_\_
6. General character of work performed by your company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List any project of similar scope and complexity that your organization has completed or has in progress as of the date of receiving Bids: (Please include additional pages, as needed, and attach hereto).

1	Project	Name: _____
_____ Location: _____		
_____ Contract Amount:	\$__ Contract	Amount: \$
_____ Date Completed: _____		% Complete: _____
Project Engineer and Address: _____		
_____		
2	Project	Name: _____
_____ Location: _____		
_____ Contract Amount:	\$__ Contract	Amount: \$
_____ Date Completed: _____		% Complete: _____
Project Engineer and Address: _____		
_____		
3	Project	Name: _____
_____ Location: _____		
_____ Contract Amount:	\$__ Contract	Amount: \$
_____ Date Completed: _____		% Complete: _____
Project Engineer and Address: _____		
_____		
4	Project	Name: _____
_____ Location: _____		
_____ Contract Amount:	\$__ Contract	Amount: \$
_____ Date Completed: _____		% Complete: _____
Project Engineer and Address: _____		
_____		

9. Background and experience of the principal members of your organization, including officers.  
(Include Company Resume if available)

10. Credit available: \$\_\_\_\_\_

11. Give Bank reference (Name, Address, Contact Person, Phone Number, Fax Number):

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

**So that we may verify your banking reference, please sign below for authorization:**

\_\_\_\_\_(Signature)

12. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by OWNER? \_\_\_\_\_

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by OWNER in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Name of Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

(SEAL)

My Commission Expires: \_\_\_\_\_

END OF SECTION

SECTION 00440

SUBCONTRACTOR LIST

**Names of all subcontractors proposed by the bidder at the time of bid submittal are listed below:**

(Bidder shall include Name & Address of Subcontractor, Type of WORK, Approximate % of Work and the Approximate Dollar Amount - Please Type)

NAME/ADDRESS/PHONE NUMBER	TYPE OF WORK	%	\$ AMOUNT	FEDERAL ID or SOCIAL SECURITY NUMBER

**(USE ADDITIONAL PAGES IF NEEDED. PLEASE ATTACH HERETO)**

END OF SECTION

# SECTION 00450

## STATEMENT OF EQUIPMENT

List Machinery and Other Equipment Available to CONTRACTOR for Prosecuting the Work Included in Contract. (To be filled in by CONTRACTOR and Submitted with Bid.)

Available Machinery and Other Equipment Kind - Size - Capacity	Location	Ownership	Date Proposed To Be Placed On Work Site

The above is a true statement of the equipment available to the undersigned Bidder for prosecuting the work included in the contract. Where it is shown that the equipment is not owned by the Bidder, arrangements have been made with the equipment owners to furnish the equipment.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

END OF SECTION

SECTION 00451

SUPPLIERS DATA SHEET

Names of all equipment or material suppliers who will furnish \$5,000 or more on the project are listed below:

---

---

(Bidder shall supply Name and Address of Supplier, Item Supplied and Approximate Dollar Amount to be Supplied by each - Please Type)

(Use additional pages if needed. Please attach hereto)

ANY REVISION TO THIS SUPPLIERS DATA SHEET REQUESTED BY THE CONTRACTOR AFTER THE DATA SHEET HAS BEEN SUBMITTED IS SUBJECT TO A DEDUCTIVE AMOUNT IN THE CONTRACT PRICE.

END OF SECTION

SECTION 00460

BIDDER'S CERTIFICATE AND STATEMENT OF NON-COLLUSION





**Invitation to Bid #22-12-008**  
**Construction of Watkinsville Sewer Line A**  
**BIDDER'S CERTIFICATE AND**  
**STATEMENT OF NON-COLLUSION**

I \_\_\_\_\_ certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this ITB #22-12-008 for the Construction of Watkinsville Sewer Line A was issued except: 1) through the Procurement Office 2) at the Pre-Bid Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any Contractor violating this provision.**

I agree to abide by all conditions of this ITB and certify that I am authorized to sign this ITB.

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name/Title  
(Print or Type)

SECTION 00462

GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT AFFIDAVIT

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Oconee County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Oconee County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Oconee County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

**PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND SUBMIT WITH YOUR BID.**

### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Oconee County Board of Commissioners

\_\_\_\_\_  
Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

SECTION 00463

GSIC ACT SUB-CONTRACTORS AFFIDAVIT

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

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 \_\_\_\_\_ on behalf of the Oconee County BOC has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

Oconee County Board of Commissioners  
\_\_\_\_\_  
Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

SECTION 00464

**Affidavit Verifying Status for County Public Benefit Application  
(SAVE AFFIDAVIT)  
O.C.G.A. § 50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for a Business Occupation Tax Certificate, Alcohol License or other public benefit as referenced in O.C.G.A. § 50-36-1, from Oconee County, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal:  
immigration agency is: \_\_\_\_\_

My card number is: \_\_\_\_\_

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-2, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signature of Applicant: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Subscribed and Sworn to before me, this

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

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

My Commission Expires: \_\_\_\_\_

END OF SECTION

SECTION 00465

OATH OF SUCCESSFUL BIDDER

STATE OF GEORGIA COUNTY OF  
OCONEE

**OATH OF SUCCESSFUL BIDDER**

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, \_\_\_\_\_, (*insert name*), who, after being duly sworn, deposes as follows:

I, \_\_\_\_\_, (*insert name*), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, \_\_\_\_\_ (*insert name*) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on

\_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (*city*), \_\_\_\_\_ (*state*).

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

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Print Title of Affiant

Subscribed and Sworn before me on this the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

END OF SECTION

SECTION 00466

DRUG FREE WORKPLACE CERTIFICATE





**Invitation to Bid #22-12-008**  
**Construction of Watkinsville Sewer Line A**  
**Drug-Free Workplace**

I hereby certify that I am a principle and duly authorized representative of:

---

Whose address is:

---

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with

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certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

---

Date

---

Signature

SECTION 00500

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description

The site of the proposed work is in Oconee County, Georgia.

**WORK under this contract includes the construction of Watkinsville sewer line A, which includes site work, and the labor and materials necessary to complete the WORK. The WORK shall include construction, to be performed by the CONTRACTOR, in accordance with plans and specifications issued by Oconee County.**

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the OWNER. The WORK shall be completed within time frame specified in the submitted project construction schedule.

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Invitation to Bid (ITB) and has decided to award you the Contract.

You are hereby notified that your Bid has been accepted for the Contract Price of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
which is based on the unit prices shown on the Bid Form (Section 00300).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance and Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Oconee County Board of Commissioners  
OWNER

BY: \_\_\_\_\_  
John Daniell, Chairman

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ACKNOWLEDGEMENT OF NOTICE

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

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

END OF SECTION

## SECTION 00510

### AGREEMENT

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Oconee County Board of Commissioners, Oconee County, Georgia (hereinafter called OWNER), and \_\_\_\_\_ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**WORK under this contract includes the construction of Watkinsville sewer line A, which includes site work, and the labor and materials necessary to complete the WORK. The WORK shall include construction, to be performed by the CONTRACTOR, in accordance with plans and specifications issued by Oconee County.**

#### **ARTICLE 1 - WORK**

CONTRACTOR shall complete all WORK as specified or indicated in the CONTRACT DOCUMENTS. The WORK described previously includes all material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Technical Specifications and Construction Drawings.

#### **ARTICLE 2 - CONTRACT TIME**

- 2.1 The CONTRACTOR agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the OWNER. The WORK shall be completed within the time frame specified in the submitted project construction schedule.
- 2.2 Time for Completion: OWNER and CONTRACTOR recognize that time is the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not substantially complete within the time specified in Paragraph 2.1 above, plus any extension thereof allowed in the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not substantially complete on time. Accordingly, OWNER and CONTRACTOR understand and recognize that it is impossible to conclusively assess damages to the OWNER for the failure of the CONTRACTOR to substantially complete the project in a timely manner. Therefore, the OWNER and CONTRACTOR have agreed that a reasonable amount of damages for each day that the project remains incomplete after the contract time (as stated in paragraph 2.1) has expired would be the amount of \$250.00.

#### **ARTICLE 3 - CONTRACT PRICE**

As full compensation for the performance of this contract, OWNER shall pay the CONTRACTOR for the actual quantity of work performed. Bid amount shown on the Bid Form (Section 00300) is the total obligation of the OWNER pursuant to O.C.G.A. Section 36-60-13(a)(3). The fees for the WORK to be performed under the contract shall be charged to the OWNER in accordance with the Bid Form. OWNER agrees to pay CONTRACTOR following receipt by the OWNER of a detailed invoice, reflecting the actual work performed by the CONTRACTOR. Before issuance of certificate of payment, if the CONTRACTOR shall not have submitted evidence satisfactory to OWNER that all payrolls, materials bills and other indebtedness connected with the WORK have been paid, OWNER may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the WORK, and such amount or amounts withheld or retained may be applied by OWNER to payment of such just claims.

#### **ARTICLE 4 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 Progress Payments: CONTRACTOR shall furnish to OWNER, on forms furnished by OWNER, no later than the 25th day of each month, a progress payment request for the amount of work accomplished, products furnished, and products stored at the site during the previous month. The progress payment request shall be signed by the CONTRACTOR and be supported by such data as OWNER may reasonably require. ENGINEER shall review, and within ten (10) days after receipt of each progress payment request, indicate in writing approval of the payment request to the OWNER or return the progress payment request to the CONTRACTOR indicating in writing his reasons for refusing to approve it. The OWNER will, within thirty (30) days after receipt of progress payment request, pay CONTRACTOR based on the approved progress payment request, less the retainage and other deductions pursuant to the terms of these CONTRACT DOCUMENTS. (Ref. Section 00800, Paragraph 3.18).

4.1.1 Prior to Substantial Completion progress payments will be made in an amount equal to:

90% of the WORK completed, and

100% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.

4.1.2 No amount shall be retained on progress payment requests submitted after 50% of the WORK has been completed if in the opinion of the OWNER or their authorized representative, such work is satisfactory and has been completed on schedule. This will not affect the retained amounts on the first 50% of the work which may continue to be held to ensure satisfactory completion of the project. If, after discontinuing the retention, OWNER determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. (Reference O.C.G.A., Article 2, Section 13-10-02 or Section 13-10-20)

4.1.3 If the CONTRACTOR falls behind schedule to the point that the time of completion, plus time extensions, has elapsed, then the amount specified for liquidated damages will be deducted from all CONTRACTOR pay requests submitted after the latest time of completion.

4.2 Final Payment: Upon acceptance of WORK in accordance with the General Conditions, OWNER shall pay balance due of Contract Price less payments previously made. Pay requests will be submitted in accordance with Section 00800, Supplementary General Provisions.

#### **ARTICLE 5 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the OWNER and Consulting ENGINEER 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 the Consulting ENGINEER 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 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 workmens' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR shall be responsible for familiarizing himself with the nature and extent of the CONTRACT DOCUMENTS, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK. CONTRACTOR is aware that he must be licensed to do business in the State of Georgia, as well as in the County of Oconee, Georgia.
- 6.2 CONTRACTOR shall be responsible for carefully studying all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by design ENGINEER in preparation of the Drawings and Specifications and which have been identified in the Supplemental General Provisions.
- 6.3 CONTRACTOR shall be responsible for making or causing to be made examinations, investigations and tests, and studies of such reports and related data, in addition to those referred to in Paragraph 6.2, as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR shall be responsible for correlating the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the CONTRACT DOCUMENTS.
- 6.5 CONTRACTOR shall be responsible for giving OWNER written notice of all conflicts, errors, or discrepancies that he has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

## **ARTICLE 7 - CONTRACT DOCUMENTS**

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement include the following:  
Advertisement for Bidders, Instructions to Bidders, Bid Form and associated documents
- 7.3 Performance and Labor and Material Payment Bonds, and current Certificate of Insurance

- 7.4 Notice of Award
- 7.5 General Conditions
- 7.6 Supplementary General Provisions
- 7.7 Specifications bearing the title Construction of Watkinsville Sewer Line A as listed in the Table of Contents thereof.
- 7.8 Construction Drawings
- 7.9 Addenda\_\_\_\_\_, dated \_\_\_\_\_
- 7.10 CONTRACTOR'S Bid
- 7.11 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.12 Any modifications, including Change Orders, duly delivered after execution of Agreement.
- 7.13 Oconee County Utility Department Water and Wastewater Standard Specifications (latest issue)
- 7.14 Oath of Successful Bidder
- 7.15 Contractor's Affidavit
- 7.16 Sub-Contractors Affidavit
- 7.17 SAVE Affidavit

There are no CONTRACT DOCUMENTS other than those listed above in this Article 7. The CONTRACT DOCUMENTS may only be altered, amended or repealed by expressed written consent of OWNER.

#### **ARTICLE 8 - MISCELLANEOUS**

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS 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.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the CONTRACT DOCUMENTS.
- 8.4 The term Special Conditions as used in the General Conditions or elsewhere in the CONTRACT DOCUMENTS, refers to the "Supplementary General Provisions".
- 8.5 The Supplementary General Provisions are intended to supplement, rather than replace, the General Conditions, except where the Supplementary General Provisions are in direct conflict with the General Conditions, the Supplementary General Provisions shall control.

#### **ARTICLE 9 - PROVISIONS FOR TERMINATION OF CONTRACT**

- 9.1 If through any cause, other than an "Excusable Delay", CONTRACTOR shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if CONTRACTOR shall violate any of the covenants, agreements, conditions or obligations of the CONTRACT DOCUMENTS; OWNER may terminate this Contract as defined in the General Conditions. In such event, OWNER may take over the WORK and prosecute the same to completion, by Contract or otherwise, and

CONTRACTOR and his sureties shall be liable to OWNER for any additional cost incurred by OWNER in its completion of the WORK and they shall also be liable to OWNER for liquidated damages for any delay in the completion of the WORK as provided below.

- 9.2 Liquidated Damages for Delay: If the work is not completed within the time stipulated, therefore, including any extensions of time for excusable delays as herein provided, CONTRACTOR shall pay to OWNER as fixed and agreed, liquidated damages (as stated in Article 2 Paragraph 2.2) for each working day of delay, until the work is completed, and CONTRACTOR and his sureties shall be liable to OWNER for this amount.
- 9.3 Excusable Delays: The right of CONTRACTOR to proceed shall not be terminated nor shall CONTRACTOR be charged with liquidated damages for any delays in the completion of the work due:
- 9.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- 9.3.2 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of a public enemy, acts of another CONTRACTOR in the performance of some other contract with OWNER, fires, floods, epidemics, quarantine, freight embargoes, and weather of unusual severity such as hurricanes, tornados, and cyclones;
- 9.3.3 To acts of OWNER which cause delays, and;

Provided, however, that CONTRACTOR promptly notified OWNER within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, OWNER shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this Contract, the delay is properly excusable, OWNER shall extend the time for completing the WORK for a period of time commensurate with the period of excusable delay.



IN WITNESS WHEREOF, the parties hereto have signed this Agreement in three (3) parts. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER, OWNER'S ATTORNEY, CONTRACTOR, or by ENGINEER on OWNER's behalf.

This Agreement will be effective on the date of the Agreement as shown on page 00510-1

\_\_\_\_\_  
John Daniell, Chairman  
Oconee Co. Board of Commissioners

ATTEST: \_\_\_\_\_  
Clerk

(Seal)

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Corporate  
Secretary/Partner/Notary

(Seal)

**NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.**

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**ADDRESSES FOR GIVING NOTICE**

OWNER:

Oconee County Board of Commissioners

P.O. Box 145

23 North Main Street

Watkinsville, Georgia 30677

CONTRACTOR:

Phone: (706) 769-5120

Phone:

END OF SECTION

# PERFORMANCE BOND

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

**OWNER (Name and Address):**

Oconee County Board of Commissioners  
23 North Main Street  
P.O. Box 145  
Watkinsville, Georgia 30677  
(706) 769-5120

**CONTRACTOR (Name and Address):**

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

**CONTRACT**

Date:

Amount:

Description (Name and Location):

Construction of Watkinsville Sewer Line A, Oconee County, Georgia.

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

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

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

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

Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

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

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

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

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. 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.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 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

3.2. 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 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. 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 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. 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.

5. If Surety does not proceed as provided in Paragraph 4 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 4.4, 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.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 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 a 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:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. 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.

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

9. 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.

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

11. 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 herefrom 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.

12. Definitions.

12.1 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.

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

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. 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 comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker  
Owner's Representative (engineer or other party)

# PAYMENT BOND

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

OWNER (Name and Address):

Oconee County Board of Commissioners  
23 North Main Street  
P.O. Box 145  
Watkinsville, Georgia 30677  
(706) 769-5120

CONTRACTOR (Name and Address):

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

CONTRACT

Date:

Amount:

Description (Name and Location):

Construction of Watkinsville Sewer Line A, Oconee County, Georgia.

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

SURETY

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

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

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

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

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 addresses 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 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 satisfy 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 Construction 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 herefrom 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 engineering 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.

15.3. 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 comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone**  
**Surety Agency or Broker:**  
**Owner's Representative (engineer or other party):**

SECTION 00617

W-9

# Request for Taxpayer Identification Number and Certification

<sup>a</sup> Goto [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>a</sup> _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) <sup>a</sup>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <sup>a</sup>	Date <sup>a</sup>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup> The grantor*
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your

permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a

systemic problem, or are seeking help in resolving tax problems that

have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by

calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## SECTION 00700

### STANDARD GENERAL CONDITIONS

#### A. **CONTRACT AND CONTRACT DOCUMENTS**

The Solicitation and Offeror's response shall form part of the Purchase Order, and the provisions thereof shall be as binding upon the parties.

#### B. **DEFINITIONS**

1. 'Alternate bids' means the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.
2. 'Base bid' or 'base proposal' means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.
3. 'Bid bond' means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.
4. 'Change order' means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.
5. 'Competitive sealed bidding' means a method of soliciting public works construction contracts whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of subsection (b) of Code Section 36-91-21.
6. 'Competitive sealed proposals' means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of subsection (c) of Code Section 36-91-21.
7. 'Emergency' means any situation resulting in imminent danger to the public health or safety or the loss of an essential governmental service.
8. 'Governing authority' means the official or group of officials responsible for governance of a governmental entity.
9. 'Governmental entity' means a county, municipal corporation, consolidated government, authority, board of education, or other public board, body, or commission but shall not include any authority, board, department, or commission of the state, or a public transportation agency as defined by Chapter 9 of Title 32.
10. 'Payment bond' means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
11. 'Performance bond' means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
12. 'Public works construction' means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

13. 'Responsible bidder' or 'responsible offeror' means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
14. 'Responsive bidder' or 'responsive offeror' means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
15. 'Scope of project' means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.
16. 'Scope of work' means the work that is required by the contract documents.
17. 'Sole source' means those procurements made pursuant to a written determination by a governing authority that there is only one source for the required supply, service, or construction item.

**C. AGREEMENT RENEWAL (IF APPLICABLE)**

This agreement may be renewed up to four (4) successive, one-year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such fiscal year. The execution of all documents is subject to the Owner's approval. Written notice shall be given approximately sixty (60) days prior to the expiration date of each agreement period

**D. NONAPPROPRIATION OF FUNDS**

The Contractor acknowledges that the Finance Department cannot contract for the payment of funds not yet appropriated by the Oconee County Board of Commissioners (OCBOC). If funding to a Department is reduced due to an order by the OCBOC or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the OCBOC may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the OCBOC upon 30 days written notice. In the case that funds are not appropriated or are reduced, the OCBOC will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the OCBOC will not be liable for any future commitments, penalties, or liquidated damages.

**E. DISCREPANCIES**

Should a Bidder find discrepancies in the bid documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing, not later than five (5) working days prior to the date for Bid to close. Any changes to the RFQP that result from such a clarification will be communicated through a written addendum and posted on the Finance Department "Bid Opportunities" page at [www.oconeecounty.com](http://www.oconeecounty.com). Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's.

**F. MATERIALS, SERVICES AND FACILITIES**

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
2. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

**G. CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is

retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work, free from liens, claims, or encumbrances.

**H. BRAND OR MANUFACTURER'S REFERENCE**

The County has determined that any manufacturer's brand defined in the RFQP Specifications meets the County's product and support need. The manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the County desires to purchase. Bids for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model unless "No Substitutions" has been noted in the bid documents. The County reserves the right to determine products and support of equal value.

**I. OWNERSHIP**

Oconee County is the owner of all work and related documentation done on behalf of Oconee County unless otherwise agreed to in writing. All work and related documentation shall be promptly turned over to Oconee County upon request. This requirement shall survive the termination of the agreement between the parties, and is enforceable by injunction action if necessary in which case the Contractor shall be liable for Oconee County's actual legal fees and cost.

**J. INSPECTION AND SUPERVISION**

The work under this contract shall be done in accordance with the laws of the State of Georgia and under the direct supervision and to the entire satisfaction of Oconee County, Ga. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements. The decision of the Project Manager, upon any question connected with the execution of the work under this contract, and interpretation of the specifications or upon failure or delay of the work by the contractor, shall be final and conclusive.

**K. WARRANTY**

The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the Oconee County Board of Commissioners (OCBOC) under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Georgia apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied on the Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the County has not been warned. Remedies available to the County include the following: The Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the OCBOC may otherwise have under this contract.

**L. SEVERABILITY**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.



**M. APPLICABLE LAWS/FORUM**

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any judicial action shall be filed in the State of Georgia, County of Oconee.

**N. OPEN RECORDS**

Offeror acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide the county with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror *must* follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a) (34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

**O. NOTICES**

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

Oconee County Finance Department  
Attn: Procurement Officer  
23 N. Main Street, Suite 203  
Watkinsville, Georgia 30677

**P. PROCEDURES**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/her authorized representative(s) acting within their authority for the County. Any change to the Agreement must be approved in writing by the Finance Director and the Contractor.

**Q. DELAYS**

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

*Force Majeure.* Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Agreement, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, pandemic, or other catastrophic natural event or act of God. Either party to the Agreement must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

**R. WORKMANSHIP**

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County.

**S. QUALITY**

All materials used for the manufacture or construction of any supplies, materials, vehicles, or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest-grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. In addition, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.

**T. DELIVERY**

Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. In addition, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.

Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

**U. SITE MAINTENANCE**

At all times, the Contactor shall protect existing facilities and keep all work sites free from rubbish and the accumulation of any waste materials. The Contractor shall be responsible for immediate repair of damage and for the removal of all trash at the end of each day or more frequently as may be required by the Department Director.

**V. SAFETY MEASURES**

The Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work, all necessary safeguards for the protection of the workmen and public including traffic control and warning signs.

**W. SUBCONTRACTORS**

All applicants shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful Bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the contractor may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

**X. EXEMPTION FROM TAXES**

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

**Y. INVOICING AND PAYMENT**

Upon completion of work, the Contractor shall submit a proper invoice, in duplicate, detailing a

breakdown of all charges that shall be based on completion of tasks or deliverables.

Invoices shall be submitted to:  
Oconee County Board of Commissioners  
P.O. Box 1527  
Attn: Finance Department  
Watkinsville, GA 30677

All such invoices will be paid in accordance with Oconee County's Fiscal Policy. The preferred method of payment is electronic. Refer to table below for payment method options.

<b>Payment Method:</b>	<b>Terms:</b>
Electronic Payment Method	10 Days
Automatic Clearing House (ACH)	20 Days
Check	30 Days

Should any items be questioned, payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Contractor shall provide the purchase order number on the pricing form.

**Z. AGREEMENT DISPUTES**

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence-giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

**AA. ASSIGNMENT OF CONTRACT**

The Agreement may not be assigned in whole or in part without the written consent of the Finance Department

**BB. CHANGE ORDERS OR AGREEMENT MODIFICATIONS**

Oconee County may order changes within the general scope of the contract at any time by change order or modification to the purchase order. Changes within the scope of the agreement are generally initiated between contractor and project manager. The project manager will submit a change order request to the Finance Department for administrative approval. Once a signed change order has been submitted to Purchasing, a revised purchase order is issued and distributed. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Oconee County a credit for any savings. Said compensation shall be determined by mutual agreement between Oconee County entity and the contractor in writing.

CC. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES (IF APPLICABLE)**

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the established contract time for the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, (insert amount) for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

DD. **CORRECTION OF WORK**

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of Oconee County, Ga. Oconee County, GA. shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction fail to meet their approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.

EE. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations under this contract.

FF. **TERMINATION**

Subject to the provisions below, this Agreement may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted:

a) **Termination for Convenience-**

The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

b) **Termination for Cause-**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

c) **Termination Due to Unavailability of Funds in Succeeding Fiscal Years-**

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

GG. **BID BONDS, PERFORMANCE AND PAYMENT BONDS**

**If required**, each bidder must deposit with his bid a Bid Bond or Certified Check for five percent (5%) of the total bid amount, and a Consent of Surety form from a surety company licensed to do business in the State of Georgia. The Consent of Surety shall state that upon award of the Agreement, a Performance and Payment Bond each for one hundred percent (100%) of the Total Agreement Amount can be furnished. The payment and performance bonds are required before the Notice to Proceed can be issued. NOT ALL BID SOLICITATIONS REQUIRE A BID BOND. IF THERE ARE ANY QUESTIONS REGARDING BID BONDS, PLEASE CONTACT THE PROCUREMENT OFFICER.

HH. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

- **Contractors and Subcontractors Insurance:** The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

- **Compensation Insurance:** The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Compensation Insurance. In case any class employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- **Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:** The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability.
- **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:** The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type.

II. **PATENT INDEMNITY:**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract,

for which the contractor is not the patentee, assignee or licensee.

JJ. **GENERAL INDEMNIFICATION**

It is understood that in the event of contractor negligence, Oconee County is protected against third-party claims. The Contractor is required to provide legal counsel to protect the owner and pay all damages arising from its negligent act.

KK. **AGREEMENT**

Each Bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute an agreement between the Bidder and the County which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

a) The Board of Commissioners may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the Board, and may be amended with the issuance of a change order under the signature of the Chair.

b) “no parole evidence”- prohibits oral modifications to the contract or allowance for past practices by the County.

c) Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

LL. **COMPLIANCE WITH LAWS AND ELIGIBILITY**

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman’s compensation insurance and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof. The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

MM. **GENERAL CONTRACTOR LICENSE (IF APPLICABLE)**

Licensed General Contractors shall furnish to the County, personally or through his or her authorized agent specifically designated to act on his or her behalf in a sworn written document, his or her general contractor license number and the identity of any business organization for which such Applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

Respondents and any subcontractors chosen by the Respondent shall be qualified and licensed Contractors, with the exception of “specialty contractors” under Chapter 14 of Title 43 (<http://sos.ga.gov/admin/files/SpecialtyLTD.pdf>)

NN. **AUTHORITY TO BIND FIRM IN AGREEMENT (Bidder’s Affidavit)**

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN AGREEMENT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. *See Mandatory Forms section*

Those authorized to sign are as follows:

a) If a sole proprietorship, the owner may sign.

- b) If a general partnership, any general partner may sign.
- c) If a limited partnership, a general partner must sign.
- d) If a limited liability company, a “member” may sign or a “manager” must sign if so specified by the articles or organization.
- e) If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid. This document is included in the bid package for your convenience.

**OO. ANTI-DISCRIMINATION**

Oconee County, 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 Request for Qualifications/Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

**PP. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Vendors submitting a Bid package in response to this solicitation must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- a) A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- b) By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
  - (1) The affiant has registered with and is authorized to use the federal work authorization program;
  - (2) The user identification number and date of authorization for the affiant;
  - (3) The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  - (4) Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - (5) Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- c) Failure to provide the completed and notarized affidavit with the contractor’s proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

END OF SECTION

## SECTION 00800

### SUPPLEMENTARY GENERAL PROVISIONS

#### SECTION 1 - GENERAL

##### 1.1 SUPPLEMENTS

The supplements contained in these Supplementary General Provisions modify, change, delete from, or add to the General Conditions of these CONTRACT DOCUMENTS. Where any article, paragraph, subparagraph, or clause is modified by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect. Reference made in the General Conditions to Supplemental General Conditions or Special Conditions refer to these Supplementary General Provisions.

##### 1.2 GENERAL CONDITIONS

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by these CONTRACT DOCUMENTS. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Supplementary General Provisions or Specifications, shall have no meaning in these CONTRACT DOCUMENTS and shall be disregarded.

##### 1.3 CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS cover all matters relating to the work the CONTRACTOR is obligated to perform. The CONTRACT DOCUMENTS are organized into various parts and sections for convenience. All parts and sections of the CONTRACT DOCUMENTS are complementary, and what is called for by any shall be as binding as if called for by all.

The CONTRACT DOCUMENTS, as defined herein, form the Contract between OWNER and the CONTRACTOR for the performance of the work covered by these CONTRACT DOCUMENTS. It is agreed by the OWNER and the CONTRACTOR, as evidenced by and through execution of the Contract, that all terms of the CONTRACT DOCUMENTS shall be binding on both parties to the Contract and shall be a part of the Contract, the same as if the CONTRACT DOCUMENTS are repeated therein.

##### 1.4 SPECIFICATIONS

No attempt has been made in the Specifications to segregate work to be performed by any trade or subcontract. Any segregation between the trades or crafts will be solely a matter for agreement between the CONTRACTOR and his employees and his SUBCONTRACTORS.

The Specifications as a whole will govern the construction of the entire work. The applicable provisions thereof will govern work to be performed under each section.

##### 1.5 GOVERNING STANDARD SPECIFICATIONS

Standard specifications or other specifications of organizations, societies, governmental agencies, or bodies, referred to in these CONTRACT DOCUMENTS, are made a part of these CONTRACT DOCUMENTS the same as if repeated herein. Unless specifically stated otherwise, the standard shall be that adopted and published at the date of the Advertisement.



## 1.6 EXECUTION OF CONTRACT

The CONTRACTOR and the OWNER shall execute the prescribed Contract in three (3) counterparts, each of which shall be deemed an original document.

## 1.7 DIMENSIONS AND ELEVATIONS

Figured dimensions on drawings shall take precedence over measurement by scale, and detailed working drawings are to take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work.

## 1.8 ASSIGNMENTS

The CONTRACTOR shall not assign, in whole or part, this contract or any moneys due or to become due thereunder without the written consent of the OWNER.

# SECTION 2 - DEFINITIONS (Ref. Article 1)

## 2.1 AGREEMENT OR CONTRACT

The written agreement between the OWNER and the CONTRACTOR for the performance of the WORK in accordance with the requirements of the CONTRACT DOCUMENTS and for the payment of the agreed consideration therefore. Whenever, in any portion of the CONTRACT DOCUMENTS, a requirement of the Contract is stated, it shall be interpreted to mean a requirement of the CONTRACT DOCUMENTS as defined herein.

## 2.2 CONTRACT DOCUMENTS

The Advertisement for Bids, Instructions to Bidders, Bid Form and associated documents, Project Construction Schedule, Bid Bond, Notice of Award, Performance Bond, Payment Bond, Certificate of Insurance, Agreement, General Conditions, Supplementary General Provisions, Technical Specifications, Drawings, Addenda, Change Orders, Contractor's Affidavit, Sub-Contractor Affidavits, Contractor's Oath, and SAVE Affidavit shall constitute the CONTRACT DOCUMENTS. Whenever, in any portion of the CONTRACT DOCUMENTS, the terms "Plans and Specifications" or "Specifications" or "Contract" or words of like import appear, they shall be interpreted to mean CONTRACT DOCUMENTS as defined herein.

## 2.3 DRAWINGS

Drawings, which are sometimes referred to herein as "plans" are defined as all (a) drawings furnished by OWNER as a basis for bids; (b) supplementary drawings furnished by OWNER to clarify and to define in greater detail the intent of the Contract Drawings and Specifications; (c) drawings submitted by the successful bidder with his bid, provided such drawings are acceptable to OWNER; (d) drawings furnished by OWNER to CONTRACTOR during the progress of the WORK; and (e) engineering data and drawings submitted by the CONTRACTOR during the progress of the WORK, provided such drawings are acceptable to OWNER.

## 2.4 ENGINEER

Person duly authorized to act as a representative of the OWNER to observe the construction of the WORK contemplated herein.

## 2.5 INFORMALITY

Any deviation in the bid proposal that does not alter the bid schedule format or place any conditions or qualifications on the bid.

## 2.6 OWNER: Oconee County Board of Commissioners.

## 2.7 OWNER'S ATTORNEY

Person duly authorized by OWNER to act in the capacity of OWNER.

## 2.8 AS ORDERED, AS DIRECTED, AS REQUIRED, AS PERMITTED, AS ALLOWED

Whenever in these CONTRACT DOCUMENTS the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood and agreed that the order, direction, requirement, permission, or allowance of OWNER is intended only to the extent of judging compliance with the terms of these CONTRACT DOCUMENTS. None of these terms shall imply that OWNER has any authority or responsibility for supervision of CONTRACTOR's forces or construction operations, such supervision is the sole responsibility of the CONTRACTOR.

## 2.9 PROJECT OBSERVER

An authorized representative of OWNER assigned to make periodic observations of the WORK performed by CONTRACTOR.

## 2.10 PERSON

The word "person" shall mean and include any individual, combination of individuals, partnership, society, association, joint stock company, corporation, firm, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise.

## 2.11 PROVIDED

Whenever the term "provided" or "provide" is used in the Drawings or CONTRACT DOCUMENTS, it shall mean "provided complete in place", that is, "furnished and installed". Where "as shown", "as indicated", "as detailed", or other words of similar import are used, it is understood and agreed that references to the Drawings are intended unless otherwise expressly stated.

### WRITTEN NOTICE

Any notice to the CONTRACTOR or OWNER by the other relative to any part of these CONTRACT DOCUMENTS in writing and considered delivered and the service thereof completed, when posted by United States Postal Service, or delivered with charges prepaid to any telegraph company for transmission to the CONTRACTOR or OWNER at the address set forth in these CONTRACT DOCUMENTS, or delivered in person to the CONTRACTOR or OWNER or his authorized representative on the Project. Any such notice shall be deemed to have been given or made as of the time of actual delivery, or in the case of mailing, when the notice should have been received in due course of posts, or in the case of telegrams, at the time of actual receipt thereof by the addressee.

## SECTION 3 - SUPPLEMENTARY CONDITIONS

### 3.1 COPIES OF CONTRACT DOCUMENTS

Upon execution of the Agreement, the OWNER will furnish the CONTRACTOR with one (1) paper copy of CONTRACT DOCUMENTS, one (1) paper set of Construction Drawings and one (1) electronic copy of each of CONTRACT DOCUMENTS and Construction Drawings. Additional paper copies will be furnished at normal cost of reproduction.

### 3.2 NOTICE TO PROCEED

CONTRACTOR's "Notice to Proceed" will be issued for the WORK as part of the Agreement with the OWNER.

### 3.3 STARTING THE PROJECT

The CONTRACTOR shall begin WORK in accordance with the agreement between CONTRACTOR and OWNER.

### 3.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK

The contractor shall thoroughly and carefully examine and be familiar with these CONTRACT DOCUMENTS and site of work. The failure of the CONTRACTOR to examine the CONTRACT DOCUMENTS or the site and to acquaint himself with conditions relating to the WORK shall not relieve him from any obligation of the CONTRACT DOCUMENTS.

### 3.5 PERFORMANCE AND PAYMENT BONDS

Simultaneously with the execution and delivery of the Contract, the CONTRACTOR shall furnish and file with the OWNER a properly executed Performance Bond on the prescribed form in an amount equal to one hundred percent (100%) of the total Contract Price as security for the faithful performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, including compliance with performance guarantees and for the repairs and/or replacement of defective or deficient work provided under the CONTRACT DOCUMENTS for a period one (1) year after the date of final acceptance by the OWNER.

The CONTRACTOR shall also furnish and file with the OWNER, at the same time the Performance Bond is furnished, a Payment Bond on the prescribed form in an amount equal to one hundred percent (100%) of the total Contract Price as security for the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of WORK provided by the CONTRACT DOCUMENTS.

The Contract shall not be in force or binding on the OWNER until the Performance Bond and Payment Bond have been provided.

### 3.6 INTENT OF CONTRACT DOCUMENTS

It is the intent of these CONTRACT DOCUMENTS to prescribe a complete work and that the CONTRACTOR shall (a) furnish all labor, materials, products, supplies, tools, equipment, required to successfully execute and complete the WORK in accordance with these CONTRACT DOCUMENTS and to complete the WORK in an acceptable manner, ready for use, occupancy, or operation by OWNER within the time specified herein; and (b) carry out all duties and obligations imposed by these CONTRACT DOCUMENTS. The CONTRACT DOCUMENTS cover all matters relating to WORK which the CONTRACTOR undertakes to construct or perform. The CONTRACT DOCUMENTS are complementary, and what is called for by any part shall be as binding as if called for by all. Any reference to one part of these CONTRACT DOCUMENTS shall be construed as a reference to all parts.

### 3.7 ADDITIONAL WORK OR CHANGES

The OWNER may, at any time, without invalidating the Contract or any of the terms or conditions of the CONTRACT DOCUMENTS and without notice to the Sureties, make alterations, deviations, additions to, or omissions from the Drawings and other CONTRACT DOCUMENTS, including an increase or decrease of the quantity of any item or portion of the WORK, as may be deemed by the OWNER to be necessary or advisable and to require such extra WORK as may be determined by the OWNER to be required for the proper completion of the WORK as specified herein.

Should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such addition or subtraction in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the total original contract price by more than twenty-five percent (25%).

Any additional work not included in this contract or intended to be included in this contract that is performed by the CONTRACTOR will be paid for as an "extra" providing the work has been previously authorized and the cost agreed upon in writing by OWNER.

Such extra work shall be subject to payment by fixing the prices and the method of payment and of doing the work, or compensation shall be provided for on the basis of reasonable cost of necessary labor and material and an allowance of fifteen (15%) percent for overhead and profit as may be stipulated by OWNER in the written authorization for the WORK. The cost may include all items of labor or materials; the use of power tools, and equipment actually used, power, and all items of cost such as public liability and Workmen's Compensation Insurance, pro rata charges for foremen; also social security, old age and unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security, old age and unemployment insurance. Among the items considered as overhead are included insurance other than mentioned above, bond or bonds, superintendence, timekeeper, clerks, watchmen, use of small tools, incidental tools and equipment shall not exceed the charges listed in the latest edition of the "Contractor's Equipment Ownership Expenses" as published by the Associated General Contractors of America, Inc.

The CONTRACTOR shall give OWNER and ENGINEER access to all accounts, bills, payrolls, and vouchers relating to such extra work, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit price unless a statement in writing of the actual cost of the same, fully itemized as to labor, materials, and other allowable costs is presented to ENGINEER before the fifteenth (15th) day of the month following that during which each specific order was complied with.

Any such changes will be set forth in a Change Order which will specify the change in WORK to be done, adjustment to Contract time, and the basis of compensation for the changes. A Change Order will not become effective until approved by the OWNER and accepted by the CONTRACTOR. After approval and acceptance, the Change Order will become a part of the CONTRACT DOCUMENTS.

### 3.8 INSURANCE REQUIREMENTS

The CONTRACTOR shall take out and maintain during the life of this Contract the various types and amount of insurance as required to protect the Public, the CONTRACTOR, the OWNER, officials and representatives of OWNER, representatives of all utility companies, state or federal department representatives, and any SUBCONTRACTOR performing work covered by this Contract from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any SUBCONTRACTOR or anyone directly employed by either of them.

Without restricting the obligations and liabilities assumed under the CONTRACT DOCUMENTS, the CONTRACTOR shall, at his own expense, purchase and maintain in force until final acceptance of his work, the below listed forms of insurance coverage:

Certificates in quadruplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with OWNER before operations begin. Electronic transmission of forms in pdf format is acceptable in lieu of hard copy submittals, provided that the quality of the photocopied forms is high enough to allow all information to be clear and recognizable. **Such certificates shall not merely name the types of policy provided, but shall contain a separate express statement of compliance with each of the requirements as set forth in this Section.**

All policies shall contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof.

To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.

All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

Certificate Holder should read:

Oconee County Board of Commissioners  
23 North Main Street  
Watkinsville, Georgia 30677

Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.

CONTRACTOR shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every SUBCONTRACTOR in any tier, and shall require each and every SUBCONTRACTOR of any tier to comply with all such requirements. CONTRACTOR agrees that if for any reason SUBCONTRACTOR fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by CONTRACTOR at CONTRACTOR's expense.

No CONTRACTOR or SUBCONTRACTOR shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.

Compliance by the CONTRACTOR and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the CONTRACTOR and all Subcontractors of their liability provisions of the Contract.

The CONTRACTOR and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

The CONTRACTOR shall at a minimum apply risk management practices accepted by the contractors' industry.

#### **A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES**

<b>Workers Compensation (WC):</b>	<b>Statutory Limits – required in all contracts</b>
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 100,000
<b>Commercial General Liability (CGL):</b>	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
<b>Automobile Liability:</b>	
Combined Single Limit	\$ 1,000,000

Insurance Required by Others - Such Protective and Contractual Bodily Injury Liability Insurance and such Protective and Contractual Property Damage Liability Insurance as shall be required by any public bodies or utility companies whose property, facilities, or rights-of-way may be affected by the WORK under this Contract.

## B. HIGH RISK INSURANCE LIMITS

1. **Building Remodeling and Construction:** This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000 (per project)
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability:

Combined Single Limit	\$ 1,000,000
Property Coverage or Builders Risk Policy	Equal to or greater than the existing building limit if performing renovations.

If hazardous substances are involved:

Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

- Other specific coverage requirements / levels may exist depending on project size, scope, and type.
- Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

### 3.9 SOCIAL SECURITY

The CONTRACTOR shall be and remain an independent CONTRACTOR with respect to all services to be performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities not or hereafter imposed under any State or Federal law which are measured by wages, salaries, or other enumeration paid to persons employed by the CONTRACTOR on work performed under the terms of this Contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said CONTRACTOR also agrees to indemnify and save harmless the OWNER from any such contributions or taxes or liability thereof.

### 3.10 ADMINISTRATION OF OVERTIME WORK

It is the intent of this Contract that the CONTRACTOR provide the necessary work force to complete the work during normal working hours within the Contract time. Normal working hours shall be defined as a day not greater than nine hours (8:00 a.m. to 5:00 p.m.) Monday through Friday with trade recognized legal holidays accepted.

No work beyond the normal working hours defined above requiring the presence of the ENGINEER or Construction Observer will be permitted, except in the case of an emergency, without the written permission of the OWNER.

Should the CONTRACTOR require the services of the OWNER's work force beyond the OWNER's normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, the CONTRACTOR will compensate the OWNER for the overtime pay cost incurred. A minimum of four (4) hours will be charged to the CONTRACTOR for each occurrence. The OWNER will issue a work order to the CONTRACTOR for each request for overtime services. The CONTRACTOR shall reimburse the OWNER for all such expenses by certified check or cashier check, within thirty (30) days of invoicing. Should the CONTRACTOR desire to perform scheduled overtime work, he shall make a written request to the OWNER for permission to do so. The OWNER and ENGINEER will issue a Field Order to the CONTRACTOR for the cost of all resultant project administrative and construction observation costs. The CONTRACTOR shall reimburse the OWNER by certified check or money order for all such costs incurred within thirty (30) days of invoicing.

Failure of the CONTRACTOR to reimburse the OWNER for overtime work within the specified time will result in the amount due being withheld from the CONTRACTOR's latest pay request.

### 3.11 SUBCONTRACTS

The CONTRACTOR may subcontract portions of the WORK, however, he shall not award any work to any SUBCONTRACTOR without prior written approval of the OWNER.

Upon contracting with a new SUBCONTRACTOR, a CONTRACTOR or SUBCONTRACTOR shall notify Oconee County and shall deliver a completed Sub-Contractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the SUBCONTRACTOR before the new SUBCONTRACTOR begins any work.

The CONTRACTOR shall give his personal attention to the fulfillment of the Contract and shall at all times keep the WORK under his control.



### 3.12 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.

The CONTRACTOR must be aware that due to the laws of the State of Georgia, he shall be responsible for making all necessary arrangements with the governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the WORK so that such items may be properly shored, supported and protected, or the CONTRACTOR shall comply with requirements of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

The CONTRACTOR's attention is called to the fact that there may be delays on the project due to work done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances, and regulations which in any manner affect those engaged or employed in the WORK, or materials and equipment used in or upon the WORK, or in any way effect the conduct of the WORK, and no plea of misunderstanding will be considered on account of his ignorance thereof.

### 3.13 RECORD DOCUMENTS AND DRAWINGS

The CONTRACTOR shall maintain at the site of the WORK, two (2) sets of CONTRACT DOCUMENTS and Drawings throughout the course of the project. One (1) set of CONTRACT DOCUMENTS and Drawings will remain clean without markup for record purposes. The CONTRACTOR shall use the additional set for marking measurements, on-site changes, items of construction that are actually used, and other conditions as they are encountered during the course of the WORK. This marked-up set of CONTRACT DOCUMENTS and Drawings shall consist of red-lined copies of plans and shop drawings, shall indicate actual field dimensions, shall represent the WORK as actually constructed, and shall be recorded on a daily basis. Failure to produce these records on request of the ENGINEER shall constitute grounds to halt construction with no time extension until steps are taken to see that these records are being properly made.

Prior to the final payment, the CONTRACTOR shall furnish to the ENGINEER two (2) neatly marked sets of construction plans which accurately depict the "as-built" conditions and locates all valves, hydrants, wyes, manholes, cleanouts, lines, laterals, taps, meters, service connections, and pump stations, equipment, materials or parts, stockpiles and other constructed appurtenances. The ENGINEER shall promptly notify the CONTRACTOR in writing if additional information is required.

### 3.14 PUBLIC CONVENIENCE AND SAFETY

CONTRACTOR shall at all times conduct the WORK in such a manner as to ensure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the WORK area shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Traffic control or warning signs shall be placed immediately adjacent to the WORK, in a conspicuous position, at such locations as traffic demands.

If at any time, in the opinion of the ENGINEER, the WORK is not properly lighted, barricaded, and in all respects safe, to public travel or adjacent property, public or private, and if under such circumstances the CONTRACTOR does not or cannot immediately put the same into proper and approved condition, or if the CONTRACTOR or his representative is not upon the grounds so that he can be immediately notified of the insufficiency of safety precautions, then the OWNER, on recommendation of the ENGINEER, may put the WORK into a condition that shall be considered safe. The CONTRACTOR shall pay all expenses of labor and materials as may have been used for this purpose by him or by the OWNER. Such action of the ENGINEER or OWNER, or their failure to take such action, shall in no way relieve the CONTRACTOR of the responsibility of any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions.

### 3.15 SHOP DRAWINGS AND SCHEDULES

At least five (5) days prior to the preconstruction conference, the CONTRACTOR shall submit to OWNER a proposed program of operation, showing how he proposes to complete his WORK within the specified time limit. This program shall outline the proposed sequence of operation, the rates of progress, projected monthly draws, and the dates when his WORK will be sufficiently advanced to permit the installation of WORK under other contracts (if applicable). The WORK under this contract shall be so scheduled that as sections are completed they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of OWNER and ENGINEER.

CONTRACTOR, at his own expense, shall submit for approval to ENGINEER, four (4) complete sets of shop drawings and schedules required for the WORK, and no WORK shall be fabricated by the CONTRACTOR, except at his own risk, until such approval has been given. Upon approval, ENGINEER shall return two (2) sets of shop drawings to CONTRACTOR and the remaining two (2) sets will be retained by ENGINEER.

CONTRACTOR shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting, and rechecking; and no claim by CONTRACTOR for delays arising from his failure in this respect will be allowed.

All shop drawings submitted, if not prepared by CONTRACTOR, must bear the stamp of approval of CONTRACTOR as evidence that the drawings have been checked by CONTRACTOR. Any submissions without this stamp of approval will not be considered and will be returned to CONTRACTOR for resubmission.

Where shop drawings as submitted by CONTRACTOR indicate a departure from the Contract which ENGINEER deems to be a minor adjustment in the interest of OWNER, not involving a change in the Contract Price or Contract Time, ENGINEER shall approve the drawing, but the approval will contain, in substance, the following notation:

"The modification shown on the attached drawings is approved in the interest of the OWNER to effect an improvement for the Project and is accepted with the understanding that it does not involve any change in the Contract Price or Contract time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the OWNER under the Contract and Bond or Bonds."

Approval by ENGINEER of shop drawings will be general and shall not relieve CONTRACTOR from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error which may exist.

### 3.16 WORK IN INCLEMENT WEATHER

CONTRACTOR is presumed to have taken all difficulties due to weather conditions into consideration in preparing his proposed Contract Price and in establishing his time for completion of the WORK under this Contract. He must be prepared and must take all precautions to protect WORK from unfavorable weather and extremes of temperature, whether hot or cold. He shall provide approved facilities for protecting against unfavorable weather at all times, to the entire satisfaction of OWNER.

Completion time will not be extended for normal bad weather. Time for completion as stated in the CONTRACT DOCUMENTS includes time due to allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of this Contract, CONTRACTOR agrees that he may expect to lose calendar days due to weather in accordance with the following table:

January 14 days	May 6 days	September 2 days
February 14 days	June 3 days	October 3 days
March 10 days	July 4 days	November 5 days
April 7 days	August 2 days	December 9 days

If the total accumulated number of working days lost to the weather for any month exceeds the total accumulated number to be expected for that month, time for completion will be extended by the number of calendar days needed to include the excess number of working days lost. All requests for time extensions must be submitted in writing to the OWNER by the 15th day of each month following the month that had excessive weather delays. No consideration will be given to late requests. No changes in the contract sum will be authorized because of adjustment of contract time due to weather.

### 3.17 ONE YEAR CORRECTION PERIOD

The CONTRACTOR shall warrant the work for a period of one (1) year after the date of substantial completion. One month prior to the end of the one-year warranty period, an eleven (11) month inspection shall be held at the job site with the OWNER, CONTRACTOR, and ENGINEER. The purpose of this inspection shall be to identify and correct work which has become defective during the Warranty Period. The correction of such work shall be prompt and at the CONTRACTOR's expense.

### 3.18 PROGRESS PAYMENT APPLICATION

**CONTRACTOR shall submit to ENGINEER, on forms furnished by ENGINEER, no later than the 25th day of each month,** a progress payment request for the amount of work accomplished, products furnished, and products stored at the site during the previous month. Progress payment request shall be signed by the CONTRACTOR and be supported by such data as OWNER may reasonably require. If payment is requested for products not incorporated in the WORK, but delivered and suitably stored at or near the site, the progress payment request shall also be accompanied by such supporting data, satisfactory to OWNER, as will establish OWNER's title to said products and protect his interest therein, including appropriate insurance.

ENGINEER shall, within ten (10) days after receipt of each progress payment request, either indicate in writing his recommendation of the payment request, or return the progress payment request to CONTRACTOR indicating in writing his reasons for refusing to approve it.

A progress payment will not be made when, in the judgment of OWNER or ENGINEER, the WORK is not proceeding in accordance with the provisions of these CONTRACT DOCUMENTS.

OWNER shall, within thirty (30) days after approval of progress payment request, pay CONTRACTOR a partial payment based on the approved progress payment request, less the retainage and other deductions pursuant to the terms of these CONTRACT DOCUMENTS (Reference Section 00510, Article 4 - Payment Procedures).

It is understood and agreed that the approval of the progress payment request and the paying of a partial payment shall not be construed as acceptance of any work, materials, or products and shall not relieve CONTRACTOR in any way from his responsibilities and obligations under these CONTRACT DOCUMENTS.

### 3.19 RETAINAGE AND FINAL PAYMENT APPLICATION

Upon completion and after final acceptance of the WORK by the OWNER, the ENGINEER will authorize the preparation of a final pay request for the work done by CONTRACTOR and the value thereof. Preparation of the final price and final payment request will not be authorized until the affidavits, release of liens and other statements and certifications required of CONTRACTOR under these CONTRACT DOCUMENTS have been received by OWNER. ENGINEER will submit to OWNER the final price and final payment request, together with a certification stating that the work is complete and in substantial conformance with these CONTRACT DOCUMENTS. The entire balance found to be due CONTRACTOR, including retained percentages, but except such sums as may be retained under any provisions of these CONTRACT DOCUMENTS, will be paid to CONTRACTOR.

Retainage shall be in accordance with Georgia State Law, O.C.G.A. § 13-10-80, as amended.

Final payment to CONTRACTOR by OWNER shall not serve to release CONTRACTOR or his sureties from their obligation or responsibilities under or in connection with these CONTRACT DOCUMENTS.

Acceptance by CONTRACTOR of final payment shall be and shall operate as a release to OWNER of all claims and all liability to CONTRACTOR other than claims in stated amounts as may be specifically excepted by CONTRACTOR for all things done or furnished in connection with work under these CONTRACT DOCUMENTS and for every act and neglect of OWNER and others relating to or arising out of this work.

### 3.20 EASEMENTS AND RIGHTS-OF-WAY

The WORK herein specified is located in Oconee County, Georgia. The CONTRACTOR's operations must be confined inside such property, rights-of-way or easement lines.

Whenever it is required as a part of this contract to perform work within the limits of private property easements or in rights-of-way, such work shall be done in conformity with all permits and agreements between the OWNER and the owners of such, and whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials and the restoration of said private property to the same general condition as existed prior to the start of construction. The CONTRACTOR shall not (without the consent from the proper parties) enter or occupy with men, tools, or equipment, any land outside the rights-of-way or private property.

### 3.21 STORING OF MATERIALS

All materials and equipment required in the WORK may be stored in areas directed by the OWNER, but all such materials, tools, and machinery shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and the traffic. All fire hydrants must, at all times, be kept free and unobstructed and water and gas shut-off boxes, underground power and telephone line manholes must be left uncovered by such materials.

Materials, tools, and machinery shall not be piled or placed against shade trees unless such trees shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with sufficient warning lights at night time to alert traffic of such obstruction.

### 3.22 USE OF UTILITIES OR STRUCTURES

The OWNER shall have the right to connect any sewer, conduit, pipe line, or structure within the WORK and its appurtenances herein described, or to grant permits to make connection therewith, at any time after the item has been tested and approved by the ENGINEER prior to final acceptance by OWNER. The CONTRACTOR shall not interfere with the making of such connections, and no extra allowances shall be made to said CONTRACTOR on account thereof.

### 3.23 USE OF STREETS

During the process of the WORK, the CONTRACTOR shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the OWNER from any expense whatsoever due to his operations over said roadways. The CONTRACTOR shall also provide free access to all driveways, fire hydrants, water and gas valves, etc., located along the line of his WORK. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked by one-half at a time, and the CONTRACTOR shall lay and maintain temporary driveways, bridges, and crossings, such as in the opinion of the ENGINEER are necessary to reasonably accommodate the public. In the event of the CONTRACTOR's failure to comply with these provisions, the OWNER may cause the same to be done, and still deduct the cost of such work from any moneys due or to become due the CONTRACTOR under this new agreement, but the performance of such work by the OWNER or at its instance, shall serve in no way to release the CONTRACTOR from his general or particular liability for the safety of the public or the WORK.

No pavement cuts are to be left unfilled overnight, except in emergencies, and in such cases, adequate precautions must be exercised to protect traffic.

### 3.24 PROTECTION OF EXISTING BUILDINGS AND STRUCTURES

The CONTRACTOR shall, at his own expense, shore up and protect any buildings, bridges, or other public or private structures which may be encountered or endangered in the execution of the WORK, and that may not be otherwise provided for, and he shall repair and make good any damages caused to any such property by reason of his operations. No payment will be made for said work or material except that such lumber as the ENGINEER may order left in place as permanent supports for these structures, shall be paid for as provided in the Specifications.

### 3.25 ACCESS ROADS

Streets, roads, and drives used by the CONTRACTOR for access to and from the sites of his work shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period. During dry periods of weather, dirt roads used for access to and from work sites shall be watered periodically to eliminate and control dust.

### 3.26 LINE AND GRADE

Alignment and grade shall be the responsibility of the CONTRACTOR.

### 3.27 WATER SUPPLY

All water for construction purposes, as well as the expense of having the water conveyed about the WORK, shall be provided by the CONTRACTOR and the cost of this work shall be included in the Unit or Lump Sum price bid for the various Items of the WORK to be done under this Contract. The source, quality, and quantity of water furnished shall, at all times, be acceptable to all governing agencies and the ENGINEER.

### 3.28 SEWAGE AND WATER FLOWS

The CONTRACTOR shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling and properly disposing of any water, sewage, seepage, storm, surface, and flood flows which may be encountered at any time during the construction of the WORK and in such manner as to not endanger or damage property. The manner of providing for these flows shall meet with the approval of the ENGINEER and the entire cost of said work shall be included in the Unit or Lump Sum Prices bid for the various Sections of the WORK to be done under this Contract.

### 3.29 TERM

CONTRACTOR shall commence the WORK under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed ("Commencement Date"). The WORK shall be completed within time frame specified in the submitted project construction schedule.

END OF SECTION

## SECTION 00840

### ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

#### PART 1 GENERAL

- 1.01 This section of the CONTRACT DOCUMENTS references the various forms and other documents that will become a part of these CONTRACT DOCUMENTS during the course of the WORK.

#### PART 2 MATERIALS

##### 2.1 FORMS AND DOCUMENTS

- A. Partial Payment Estimate
- B. Contractor's Affidavit and Lien Waiver
- C. Contract Change Order
- D. Field Order
- E. Statement of Substantial Completion

#### PART 3 EXECUTION

- 3.1 ENGINEER shall provide CONTRACTOR with sufficient copies of the above listed forms and/or documents where applicable for submittal by CONTRACTOR during course of the WORK. (Examples of the listed forms are included in this Section. CONTRACTOR may use these and/or photo copies of same for submittal)
- 3.2 ENGINEER shall use these forms for administrative and procedural duties. (Examples of the listed forms are included in this section)

END OF SECTION

<b>PARTIAL PAYMENT ESTIMATE</b>			CONTRACT NO. _____	
			PARTIAL PAYMENT ESTIMATE NO. _____	
			PAGE _____ OF _____.	
OWNER: Oconee County Board of Commissioners, Oconee County, Georgia		CONTRACTOR: _____		PERIOD OF ESTIMATE FROM _____ TO _____
<b>CONTRACT CHANGE ORDER SUMMARY</b>			<b>ESTIMATE</b>	
NO.	ADDITIONS (\$)	DEDUCTIONS (\$)	1. Original Contract _____	
			2. Change Orders _____	
			3. Revised Contract (1 + 2) _____	
			4. Work Completed* _____	
			5. Stored Materials* _____	
			6. Subtotal (4 + 5) _____	
			7. Retainage _____	
			8. Previous Payments _____	
			9. Amount Due (6-7-8) _____	
TOTALS	_____	_____	* Detailed breakdown attached.	
NET CHANGE	_____	_____		

<b>CONTRACT TIME</b>		
Original (days) _____ Revised _____ Remaining _____	On Schedule    Yes _____ No _____	Starting Date _____ Projected Completion _____
<b>CONTRACTOR'S CERTIFICATION:</b> The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor to his subcontractors and suppliers for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.  <b>Contractor</b> _____  By _____  Date _____		<b>ENGINEER'S STATEMENT:</b> The undersigned states that to the best of their knowledge and belief, the quantities shown in this estimate are correct.  <b>Engineer: CARTER ENGINEERING, INC.</b>  By _____  Date _____
<b>APPROVED BY OWNER:</b>  <b>Owner</b> _____  By _____  Date _____		



Oconee County Board of Commissioners, Georgia

CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER

WHEREAS, \_\_\_\_\_ (CONTRACTOR) has been paid in full by the Oconee County Board of Commissioners, Georgia (OWNER) for labor, materials, and/or equipment furnished under a contract dated \_\_\_\_\_, except as contained on the attached payment request.

AND WHEREAS, said labor, materials, and/or equipment was applied to real property located in Oconee County, Georgia which is owned by OWNER.

THEREFORE, in consideration of the reliance of OWNER upon this agreement and final payment by OWNER, the CONTRACTOR does hereby:

1. Certify to OWNER that all subcontractors and suppliers to the project have been paid in full.
2. Release, waive, and forever quitclaim unto the OWNER any and all manner of liens CONTRACTOR now has or may acquire in the real property associated with Project.
3. Agree to indemnify and hold harmless OWNER, its successors or assigns, against any loss claim or lien asserted by a subcontractor or supplier against OWNER or against the real property associated with Project.

IN WITNESS WHEREOF, CONTRACTOR has caused this release to be signed by its duly authorized owner, partner, or corporate officer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to and subscribed

before me this \_\_\_\_\_

(NAME OF CONTRACTOR)

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

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

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

Notary Public

## CONTRACT CHANGE ORDER

Contract No.	Order No.	Date:
Project Title: Construction of Watkinsville Sewer Line A		State: Georgia
Owner: Oconee County Board of Commissioners		County: Oconee

TO: \_\_\_\_\_  
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications.

Description of Changes (Supplemental Plans & Specs. Attached)	Decrease In Contract Price	Increase In Contract Price
TOTAL		

Justification: \_\_\_\_\_

---

Previous Contract Amount: \_\_\_\_\_ \$ \_\_\_\_\_

Amount of Change Order: \_\_\_\_\_ \$ \_\_\_\_\_

Current Contract Amount: \_\_\_\_\_ \$ \_\_\_\_\_

Previous Contract Time Days: \_\_\_\_\_ Date: \_\_\_\_\_

Change in Contract Time Days: \_\_\_\_\_

Current Contract Time Days: \_\_\_\_\_ Date: \_\_\_\_\_

REQUESTED: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

RECOMMENDED: \_\_\_\_\_  
(Carter Engineering, Inc.) (Date)

AUTHORIZED/ACCCEPTED: \_\_\_\_\_  
(Owner) (Date)

ACCEPTED: \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Date)

This document will be used as a record of any changes to the original construction contract.

**Field Order**  
**No. \_\_\_\_\_**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: Construction of Watkinsville Sewer Line A	Owner: Oconee County Board of Commissioners	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

**Attention:**

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.05A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: \_\_\_\_\_ (Specification Section(s)) \_\_\_\_\_ (Drawing(s) / Detail(s))

Description:

[illegible]

Attachments:

---

Engineer:

**Receipt Acknowledged by (Contractor):**

Date:

Copy to Owner

EJCDC No. C-942 (2002 Edition)

**Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.**

STATEMENT OF SUBSTANTIAL COMPLETION

**Project:** Construction of Watkinsville Sewer Line A

**Engineer's Project No:** \_\_\_\_\_

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

**Contract For:** \_\_\_\_\_ **Contract Date:** \_\_\_\_\_

This Statement\* of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: \_\_\_\_\_  
OWNER

And To: \_\_\_\_\_  
CONTRACTOR

The Work to which this Statement\* applies has been observed by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
**Date of Substantial Completion**

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Statement\* applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.

Executed by ENGINEER on \_\_\_\_\_, \_\_\_\_.

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

The CONTRACTOR accepts this Statement\* of Substantial Completion on \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Contractor

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

The OWNER accepts the work or designated portion thereof as substantially complete and will assume full possession thereof on \_\_\_\_\_, \_\_\_\_.

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

\*A PROFESSIONAL ENGINEER'S STATEMENT OF CONDITIONS COMPRISES A DECLARATION OF HIS PROFESSIONAL JUDGEMENT. IT DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, NOR DOES IT RELIEVE ANY PARTY OF HIS RESPONSIBILITY TO ABIDE BY CONTRACT DOCUMENTS, APPLICABLE CODES, STANDARDS, REGULATIONS AND ORDINANCES.

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.1 SCOPE OF WORK

This Section describes the methods by which measurement will be made of the quantities for which payment will be made for the PROJECT. Not all Items may be applicable to this project. Also, the OWNER understands the need to add additional items if necessary.

##### 1.2 MEASUREMENT OF WORK

- A. WORK shall be measured by the ENGINEER or his representative, with assistance from the CONTRACTOR prior to preparation of a payment request by the CONTRACTOR.
- B. Unit quantities that are measured in place shall be measured monthly. The CONTRACTOR shall give the ENGINEER a minimum of two days notice for making all required measurements.
- C. Materials that must be measured as delivered shall be measured at the time of delivery by the ENGINEER or his representative; the CONTRACTOR shall provide sufficient advance notice so that such measurements can be made.
- D. WORK completed shall be measured for completion against the schedule of values provided by the CONTRACTOR in accordance with the General Conditions. Related work necessary for a complete and operational job, such as relocation of mail boxes removal of trees, relocation of utilities, field engineering, clearing and grubbing, traffic control, etc., not specifically identified as a pay item shall be included in the unit price bid. No additional payments will be made for such activities.

##### 1.3 PROGRESS PAYMENTS

- A. Progress payments shall be based on the quantity of units installed.
- B. All items of WORK not specifically listed in the Bid Schedule shall be considered incidental to the construction, and the cost of all such work and material shall be included in the prices bid for various items listed.
- C. All items listed for measurement and payment shall include all machinery, plant, materials and labor, etc., to successfully and satisfactorily complete WORK specified.
- D. Payment: The CONTRACTOR will receive payment only for the items listed in the Bid Schedule of his contract, and no separate payments will be made for the work under any section of the CONTRACT DOCUMENTS except as provided for in the Bid Form. Where measurements are required to be made by the ENGINEER, for the payment of a pay item, the failure of the CONTRACTOR to give the adequate notification or failure of the CONTRACTOR to give the ENGINEER assistance for the measurement shall result in the forfeiture of payment for the work or item which was not measured.
- E. WORK to be paid for as a "Lump Sum" shall be measured for completion against the "Schedule of Values" provided by the CONTRACTOR. The "Schedule of Values" shall be submitted at the preconstruction conference and shall include quantities and prices of items aggregating the total "Lump Sum" and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction.

## PART 2 PRODUCTS

### 2.01 STORED MATERIALS

Partial payment shall be made for approved materials stored at the project site, provided invoices for said materials are furnished in accordance with payment request submittal.

## PART 3 EXECUTION

### 3.1 SITE PREPARATION

No separate measurement or payment will be made for site preparation of water lines or other pipes, nor for any other appurtenance facilities such as valves, fire hydrants, etc. Payment for all work shall be included in the unit prices bid per linear foot of the various sizes and type of pipe laid or for the number of units installed for valves, fire hydrants, etc. as provided for in contract bid Schedule.

### 3.2 EARTHWORK FOR UTILITIES

No separate measurement or payment will be made for trench earth excavation for waterlines, nor for any other appurtenance facilities such as valves, fire hydrants, and pipe protection or encasement. Payment for all such excavation shall be included in the unit prices bid per linear foot of the various sizes and type of pipe laid as provided for in contract Bid Schedule. Where special bedding or cradles are shown on Drawings, or required by ENGINEER, no allowance shall be made for extending earth excavation in trenches to the bottom of such bedding or cradles.

### 3.3 CONSTRUCTION EXIT

The basis of payment for this item shall be the actual number installed by the CONTRACTOR. This amount, so paid, shall be compensation in full for all labor, equipment and materials necessary to provide and maintain the construction exit throughout this contract.

### 3.4 SILT FENCE

- A. Quantities for each type of silt fence shall be expressed in linear feet in accordance with the plans and specifications. Silt fence used in sediment traps shall be measured and paid for under this item. Dimensions shall be measured and the quantity shall be calculated from such measured dimensions.
- B. Payment for silt fence installed under these specifications shall be made for the quantities determined in the manner specified above. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, equipment, services and other work in connection with or incidental to the construction of this bid item. Specifically, this bid item shall include the costs of removing the accumulated silt to maintain effective filtration and removal of the silt fence itself after soil stabilization is achieved to the satisfaction of the OWNER. Unit price bid shall include all costs required for inspection, monitoring and reporting of the silt fence.

### 3.5 STONE CHECK DAMS

The basis of payment for this item shall be the actual number installed by the CONTRACTOR. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools,

equipment, services and other work in connection with or incidental to the construction of this bid item. Specifically, this bid item shall include the costs of removing the accumulated silt to maintain effective filtration and removal of the stone check dam itself after soil stabilization is achieved to the satisfaction of the OWNER. Unit price bid shall include all costs required for inspection, monitoring and reporting of the silt fence.

### 3.6 RIPRAP

- A Quantities of riprap shall be expressed in horizontal square yards of material placed in accordance with the plans and specifications. Horizontal dimensions shall be measured and the quantity shall be calculated from such measured dimensions.
- B. Payment for riprap furnished and installed under these specifications shall be made for the quantities determined in the manner specified above. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, plant equipment, services and other work in connection with or incidental to the installation of this bid item.

### 3.7 GRASSING

No separate measurement or payment will be made for grassing for waterlines or other pipes, nor for any other appurtenant facilities such as valves, fire hydrants, etc. Payment for all such work shall be included in the unit prices bid per linear foot of the various sizes and type of pipe laid as provided for in contract Bid Schedule.

### 3.8 SODDING

- A. The quantity to be paid under this item shall be in square feet of trench excavation prepared, limed, fertilized and sodded as shown on the DRAWINGS or as directed by OWNER. Sod purchased and installed or removed and reinstalled will be paid for under this item.
- B. Payment for this item shall include all necessary tools, equipment, labor and materials to complete the WORK.

### 3.9 RESTRAINED JOINTS

Payment for each size and type of restrained joint shall be the actual number installed by the CONTRACTOR. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, equipment, services and other work in connection with or incidental to the construction of this bid item. If item is not listed, payment for all such work shall be included in the unit prices bid per linear foot of the various sizes and type of pipe laid as provided for in contract Bid Schedule.

### 3.10 DUCTILE IRON FITTINGS

Payment for ductile iron fittings shall be the actual weight in tons (2000 pounds) installed by the CONTRACTOR. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, equipment, services and other work in connection with or incidental to the construction of this bid item. If item is not listed, payment for all such work shall be included in the unit prices bid per linear foot of the various sizes and type of pipe laid as provided for in contract Bid Schedule.

### 3.11 FREEBORES

- A. Measurement of all freebores shall be made from end of bore to end of bore along the
- ITB #22-12-008 (Measurement and Payment) 01025-3

centerline of actual bore length. Payment shall be per linear foot of freebore as provided in Bid Schedule, and shall include the carrier pipe and miscellaneous items necessary to complete installation as specified.

- B. Unit price bid shall include cost of any warning signs and/or flagmen that may be required.
- C. No payment shall be made for incomplete or unacceptable bores, for realignment, or for increased length for the convenience of the CONTRACTOR.

### 3.12 STANDARD MANHOLES

- A. Standard manholes shall be paid for on the basis of 0 to 6 feet of depth for each size and type of manhole. Manholes which are less than 6 feet in depth shall be paid for at the price bid for this pay item. Manholes which are greater than 6 feet in depth shall be paid for under this pay item plus pay item "Additional Vertical Feet of Manhole". The depth of the manhole shall be measured to the nearest 0.5 foot from the invert of the manhole to the top of the frame and cover.
- B. The price bid shall include, but not be limited to, all labor, equipment and material shown or indicated (except the additional vertical feet of manhole) earthwork and rock removal required for excavation, all dewatering of excavations, manhole base section, concrete inverts, riser sections, brick collars, manhole steps, joint seals, cone section, brick courses for adjusting the manhole to grade, standard or bolt-down frame and cover, stubs for sewer and force main connections, all compaction, tamping and backfilling, cleanup and removal of debris, crushed stone, and all other items required to install the manholes as specified or indicated in the CONTRACT DOCUMENTS.

### 3.13 ADDITIONAL VERTICAL FEET OF MANHOLE

- A. The additional depth of a manhole over 6 feet as measured to the nearest 0.5 foot from the invert of the manhole to the top of the frame and cover will be paid for under this pay item.
- B. The price bid shall include, but not be limited to, all labor, equipment and material shown or indicated (except the standard manholes, 6 feet or less in depth), flexible boots, earthwork and rock removal required for excavation, all dewatering of excavations, riser sections, brick collars, manhole steps, joint seals, cone section, stubs for sewer and force main connections, all compaction, tamping and backfilling, cleanup and removal of debris, and all other items required to install the manholes as specified or indicated in the CONTRACT DOCUMENTS.

### 3.14 SANITARY SEWER

- A. The quantities of pipe sewers, for which payment will be allowed, shall be expressed in linear feet for each size and type of pipe and applicable depth as shown in the Bid Schedule and shall be the horizontal length of sewer installed complete in place as measured along the centerline of the pipe from the centerline of the manhole to the centerline of the next manhole. The applicable vertical depth shall be measured from the original ground surface to the invert of the sewer and shall be as shown in the Bid Schedule.
- B. The price bid shall include, but not be limited to, the pipe material shown or indicated, all labor and equipment required for the installation of the sewer pipe to the depths indicated or required, clearing and removal and disposal of clearing debris, stripping, storing and replacement of top soil in lawn and garden areas, excavation, dewatering of trenches, removal and replacement of signs, mailboxes, and pipes in the path of construction activities, replacement of mailbox approaches, curbs and gutters, fences, etc., protection of existing utilities (both overhead and underground), storm pipes, culverts, drainage ditches,



all benching, sheeting and bracing, crushed stone bedding, tamping and compaction and backfilling, traffic maintenance and protection, dressing and final grading, testing, cleanup, and all other work incidental to place the sewers as shown or indicated in the CONTRACT DOCUMENTS.

### 3.15 CREEK CROSSING WITH DUCTILE IRON PIPE

- A. The quantity of minor creek crossings for which payment will be allowed shall be expressed in linear feet for each size of pipe measured along the centerline of the pipe from joint to joint.
- B. The price bid shall include, but not be limited to, the ductile iron pipe and corrosion resistant lining materials, all fittings, gaskets, bolts, glands, restrained joints, all labor, equipment, clearing and removal and disposal of clearing debris, stripping, storing, excavation, dewatering of trenches, fences, etc., protection of existing utilities (both overhead and underground), storm pipes, rip rap, geotextile fabric, culverts, drainage ditches, excelsior matting, live stakes, erosion control, grassing, all benching, sheeting and bracing, crushed stone, bedding, tamping and compaction and backfilling, traffic control and protection, dressing and final grading, testing, cleanup, and all other work incidental to place the creek crossing as shown or indicated in the CONTRACT DOCUMENTS. No additional payment will be made for DIP gravity sewer.

### 3.16 ENCASEMENT AND THRUST COLLARS

Payment for encasement and thrust collars shall be expressed in cubic yards of concrete installed by the CONTRACTOR. The bid price shall include, but not be limited to, all labor, materials and necessary equipment to install the encasement and thrust collars as shown in the DRAWINGS and/or as required. Jack and Bore with casing are included in this section. Payment shall be made in accordance with what is reflected on the bid schedule.

### 3.17 REMOVING AND REPLACING PAVEMENT

- A. The quantities of the various types of pavement repair for which payment will be made shall be expressed in linear feet of paving measured along the centerline of the trench for pipe lines and appurtenances placed in or across existing paved streets and driveways. Where trench excavation cross in paved areas the measurement shall be continuous along the centerline of the main line, with the intervals being measured from the edge of trench to the edge of trench or edge of pavement.
- B. Payment for each type of pavement furnished and installed under these specifications shall be made for the quantities determined in the manner specified above at the applicable contract price. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, plant equipment, services and other work in connection with or incidental to the construction. No payment will be allowed for replacing or repairing gravel, chert or unpaved street surfaces.

### 3.18 ASPHALT RE-SURFACING

- A. The quantities of pavement resurfacing for which payment will be made shall be expressed in square yards of pavement restored across existing paved streets, parking areas and driveways.
- B. Payment for pavement furnished and installed under these specifications shall be made for the quantities determined in the manner specified above at the applicable contract price. This amount, so paid, shall be compensation in full for milling and furnishing all labor, materials, tools, plant equipment, services, traffic control and other work in connection with or incidental to the construction.

- C. No separate payment shall be made for backfill and compaction required under payment per the Drawings including, but not limited to, graded aggregate base and asphalt binder. This work shall be included in the unit price bid for sanitary sewer pipe.

### 3.19 ROCK EXCAVATION

- A. Quantities for rock removal shall be expressed in cubic yards, as defined below, in accordance with the plans and specifications.
- B. If rock is encountered, the CONTRACTOR is to expose the rock for the length of the proposed trench. The OWNER or ENGINEER shall then attain sufficient topographic data to establish the limits of the rock to be excavated.
- C. The quantity of rock to be paid for shall be calculated from the upper surface data obtained to one foot below the pipe invert multiplied by three-foot trench width. No additional payment shall be made for benching.

### 3.20 MOBILIZATION

- A. The basis of payment for this item shall be lump sum as indicated in the Bid Schedule.
- B. Work performed under this item shall include the movement of personnel, equipment, supplies and incidentals to the project site as needed before beginning work on the various contract items and for premiums on bonds and insurance for the project. Material for bid items shall not be included in Mobilization.
- C. Traffic control is included in this section. Payment shall be made in accordance with what is reflected on the bid schedule.
- D. With Construction Surveying and Staking, no separate measurement or payment will be made for construction surveying or staking of water / sewer lines or other pipes, nor for any other appurtenance facilities such as valves, fire hydrants, manholes, etc. Payment for all required construction surveying and/or staking work shall be lump sum as provided in contract bid Schedule.

### 3.21 ALLOWANCE FOR ADDITIONAL TESTING, MONITORING AND EXCAVATION SERVICES

The basis of payment for this item shall be a lump sum allowance. Services under this item shall include geotechnical testing, blast monitoring, NPDES permit monitoring and pothole excavation by CONTRACTOR as directed in writing by OWNER. All other required testing, monitoring and excavation activities shall be included in the unit price bid for the various sizes of pipe laid, the number of manholes, valves, etc. installed or other work specified and/or provided for in contract Bid Schedule.

### 3.22 PROTECTION, RELOCATION AND RESTORATION OF EXISTING UTILITIES

No separate measurement or payment will be made for protection, relocation and restoration of existing utilities for water / sewer lines or other pipes, nor for any other appurtenant facilities such as valves, fire hydrants, manholes, etc. Payment for all such work shall be included in the unit prices bid per linear foot of the various sizes and type of pipe laid as provided for in contract Bid Schedule.

END OF SECTION

SECTION 01050  
FIELD ENGINEERING

PART 1        GENERAL

1.1        SCOPE OF WORK

WORK covered in this Section includes the surveying and field engineering required to complete the project and meet the provisions of this document.

1.2        QUALITY CONTROL

CONTRACTOR will employ a Land Surveyor registered in the State of Georgia and acceptable to the OWNER/ENGINEER.

1.3        SUBMITTALS

- A.        Submit name, address, telephone number and registration number of surveyor prior to beginning work.
- B.        Upon request, submit documentation verifying accuracy of survey work. Documentation may include, but is not limited to, original field notes, worksheets, cutsheets, etc.
- C.        Submit at least two sets of prints of "as-constructed" drawings with a surveyor's certificate verifying that elevations and locations are in conformance with the contract drawings.

PART 2        PRODUCTS

Not Used.

PART 3        EXECUTION

3.1        SURVEY REQUIREMENTS

A.        Construction Staking

The CONTRACTOR shall provide all construction staking using recognized surveying and engineering practices. The surveyor will locate lines, grades and locations called for in the contract drawings. The OWNER will provide a suitable number of benchmarks and monuments for the CONTRACTOR to use as a reference.

B. "As Constructed Drawings"

CONTRACTOR shall maintain record drawings in accordance with the Supplementary General Provisions of these CONTRACT DOCUMENTS. The final "as constructed" drawings will show the horizontal location of all manholes, structures, etc. All horizontal locations shall be referenced to the established coordinate systems. The elevations of all gravity sewers, structure inverts, structure tops, shall be shown. The ENGINEER will provide two sets of prints for the CONTRACTOR's use in completing this work.

END OF SECTION

## SECTION 01070

### ABBREVIATIONS

#### PART 1 GENERAL

##### 1.1 GENERAL

Wherever in these Specifications and CONTRACT DOCUMENTS the abbreviations or pronouns in place of them are used, the intent and meaning shall be interpreted as specified herein.

##### 1.2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APHA	American Public Health Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
EPA	Environmental Protection Agency
FS	Federal Specifications
MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry
MUTCD	Manual on Uniform Traffic Control Devices
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NCSA	National Crushed Stone Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PCI	Prestressed Concrete Institute
SSPC	Steel Structures Painting Council
WEF	Water Environment Federation

#### PART 2 PRODUCTS - Not Used

#### PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Not Used
- B. Shop Drawings and Product Data
  - 1. CONTRACTOR shall submit complete drawings, engineering data and manufacturer's published instructions and recommendations for all equipment, materials, and products to be incorporated into WORK to ENGINEER for review and approval. Submittal of drawings and engineering data shall be in accordance with requirements of Supplementary General Provisions. Shop Drawings and/or engineering data, as appropriate, shall be submitted for the following (including, but not limited to):
    - a. Pipe, valves, valve boxes, water meters, hydrants and fittings.
    - b. Miscellaneous iron castings and gratings, hatches, manhole frames, covers and steps.
    - c. Precast concrete manholes and manhole boots.
    - d. Grass seed, landscape plants, fertilizer and commercial mulch.
    - e. Precast concrete vaults, including calculations and details stamped by a Georgia Registered Professional Engineer.
  - 2. Shop drawings and engineering data shall be prepared by original equipment vendors or fabricators, as applicable. Purchase specifications by CONTRACTOR or Supplier shall not be acceptable as substitute for actual vendor drawings and data.
  - 3. Shop drawings and each item of engineering data shall bear CONTRACTOR's approved stamp as per Supplementary General Provisions.

##### 1.2 PROCEDURES

- A. Deliver submittals to OWNER at PO Box 88, Watkinsville, Georgia 30677.
- B. Transmit each item identifying Project, CONTRACTOR, SUBCONTRACTOR, major supplier; identify pertinent drawing sheet and detail number, and specification section number, as appropriate. Identify deviations from CONTRACT DOCUMENTS. Provide space for CONTRACTOR and ENGINEER review stamps.
- C. Comply with progress schedule for submittals related to WORK progress. Coordinate submittal of related items.
- D. After ENGINEER review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

### 1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial **construction progress** schedules in duplicate within ten (10) days after date of OWNER-CONTRACTOR Agreement. After review by ENGINEER, revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
- B. Submit horizontal bar chart with separate bar for each major trade or operation, identifying first work day of each week.
- C. Show complete sequence of construction by activity, identifying WORK of separate stages and other logically grouped activities. Show projected percentage of completion for each item of WORK as of time of each Application for Progress Payment.
- D. Show submittal dates required for shop drawings, product data, and samples, and product delivery dates, including those furnished by OWNER and those under Allowances.
- E. Revise schedule to list change orders, for each application for payment.

### 1.4 SAMPLES

- A. CONTRACTOR shall furnish, at ENGINEER'S request, samples of materials utilized in fabrication or production of equipment, materials, products supplied under these Specifications. Cost of samples requested shall be paid for by CONTRACTOR. Samples will be tested by qualified independent testing laboratory selected by ENGINEER to determine if mechanical and chemical properties of materials supplied are in accordance with requirements of these Specifications and CONTRACT DOCUMENTS. OWNER shall pay for laboratory testing of material samples provided by CONTRACTOR. CONTRACTOR shall pay for all retests made necessary by failure of materials, etc., to conform to requirements set forth herein.
- B. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.

### 1.5 OPERATION AND MAINTENANCE MANUALS

Unless otherwise indicated, all items of major equipment shall be supplied with a minimum of four (4) copies of complete operation and maintenance manuals.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01511

### TEMPORARY POWER

#### PART 1 GENERAL

##### 1.1 SCOPE

This section is intended to include requirements for temporary electricity.

##### 1.2 REQUIREMENTS INCLUDED

- A. Temporary Electrical Service
- B. Operation and Maintenance
- C. Removal

##### 1.3 COSTS

- A. The CONTRACTOR shall be responsible for the costs of all items necessary for the installation of temporary power. The cost of these items shall be factored into the project unit prices. Obtain and pay for permits and inspections.
- B. Pay for installation, operation, maintenance, and removal of system.
- C. Pay costs of energy consumed.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

- A. May be new or used, adequate to the purpose.
- B. Devices and Equipment: Standard devices, meeting UL requirements.

#### PART 3 EXECUTION

##### 3.1 INSTALLATION

Install initial service at time of site mobilization.



### 3.2 OPERATION AND MAINTENANCE

Maintain system to provide continuous service.

### 3.3 REMOVAL

Remove temporary materials and equipment when permanent system is operational.

END OF SECTION

SECTION 01515  
TEMPORARY WATER

PART 1        GENERAL

1.1       SCOPE

This section is intended to include requirements for temporary water to be provided by CONTRACTOR.

1.2       REQUIREMENTS INCLUDED

- A.       Temporary water service
- B.       Maintenance
- C.       Removal

1.3       SERVICE REQUIREMENTS

Water Quality: Water used for flushing and testing of water systems shall be potable water.

1.4       USE OF EXISTING SYSTEM

Existing system may be used for temporary water with OWNER's permission.

1.5       COSTS

OWNER shall provide water for temporary potable use and for flushing and testing of the water lines and appurtenance and for all other uses as needed for completion of the work at no cost to CONTRACTOR. All water used shall be metered by OWNER-supplied meter.

PART 2        PRODUCTS

2.1       MATERIALS

- A.       Materials may be new or used, adequate to the purpose.
- B.       Drinking Water Dispensers; Standard products.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Install initial service at time of job mobilization.
- B. Modify and extend service as work progresses.
- C. Size piping to supply construction needs.
- D. Provide pumps, pressure tanks, automatic controls, and storage tanks as necessary to pressurize system.
- E. Disinfect piping used for drinking water.

### 3.2 MAINTENANCE

Maintain system to provide continuous service with adequate pressure to outlets, including OWNER's system when temporary service is connected.

### 3.3 REMOVAL

Restore existing and permanent facilities used for temporary purposes to original condition.

END OF SECTION

## SECTION 01516

### TEMPORARY SANITARY FACILITIES

#### PART 1 GENERAL

##### 1.1 SCOPE

This section is intended to include requirements for temporary sanitary facilities provided by CONTRACTOR, including provisions for CONTRACTOR'S use of existing and permanent facilities.

##### 1.2 REQUIREMENTS INCLUDED

- A. Temporary Sanitary Facilities
- B. Maintenance and Service
- C. Removal.
- D. Cleaning

##### 1.3 USE OF EXISTING FACILITIES

Not Used

##### 1.4 USE OF PORTABLE FACILITIES

- A. CONTRACTOR shall provide portable sanitary facilities at such places as approved by the OWNER.
- B. CONTRACTOR shall pay all costs for installation, maintenance, and removal of temporary sanitary facilities.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

May be new or used, adequate to the purpose, which will not create unsanitary conditions.

##### 2.2 TOILET FACILITIES

Enclosed portable self-contained units or temporary water closets and urinals, secluded from public view.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Provide facilities at time of site mobilization.
- B. Modify and extend services as work progresses.

3.2 MAINTENANCE AND SERVICE

- A. Clean areas of facilities weekly and maintain in a sanitary condition.
- B. Provide toilet paper, paper towels, and soap in suitable dispensers.

3.3 REMOVAL

Remove portable units when other facilities are available or prior to Substantial Completion.

END OF SECTION

## SECTION 01570

### TRAFFIC CONTROL

#### PART 1 GENERAL

##### 1.1 SCOPE OF WORK

#### TRAFFIC CONTROL

- A. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights and other traffic control devices; shall provide qualified flagmen where necessary to direct traffic; shall take all necessary precautions for the protection of the work and safety of the public.
- B. Construction traffic control devices and their installation shall be in accordance with the current Georgia "Manual of Uniform Traffic Control Devices for Streets and Highways".
- C. Placement and removal of construction traffic control devices shall be coordinated with Oconee County and/or the Department of Transportation a minimum of 48 hours in advance. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right-of-way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices used intermittently, such as "Flagman Ahead", shall be removed and replaced when needed. When working within State or county Highway right-of-ways, provide trained and certified flagmen who have completed a training program approved by the Georgia Department of Transportation.
- D. Existing permanent traffic control devices within the construction work zone shall be protected from damage due to construction operations. All permanent traffic control devices requiring temporary relocation due to construction shall be located as near as possible to their original position. Their original position shall be measured for permanent reference points and recorded in a permanent log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original position. Relocated permanent traffic control devices shall be reinstalled in their original positions as soon as possible following construction in the affected location. Any permanent traffic control device damaged during construction due to negligence of the contractor shall be replaced by the contractor at his expense.
- E. Construction traffic control devices shall be maintained in good repair, clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.
- F. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the Department of Transportation. Sign panels shall be of durable materials capable of maintaining their color, reflective character and legibility during the period of construction.
- G. No highway, road or street shall be closed to traffic without authorization from the proper authority. It shall be the contractor's responsibility to determine the exact requirements of the authority having jurisdictions over the right-of-way and no extra compensation will be allowed the contractor for meeting such requirements.

##### 1.2 SAFETY

- A. The governing factor in the execution and staging of work for this project is to provide the public with the safest possible travel conditions along the roadway through the construction zone. The CONTRACTOR shall arrange his operation to keep the closing of any lane of a roadway to an absolute minimum.
- B. No work shall be started on any phase of the project until all appropriate traffic control devices are in place and in operation.
- C. CONTRACTOR is to take all practical precautions to maintain traffic flow, and provide safety of workers and the general public.
- D. At the end of each workday, contractor is to clear the roadway of all dirt and debris and add additional safety devices to maintain safe travel lanes.
- E. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic.

### 1.3 REFERENCES

- A. Manual for Uniform Traffic Control Devices (MUTCD) (latest edition).
- B. Georgia Department of Transportation (Ga. DOT) Standard Specifications Construction of Transportation Systems (latest edition), Section 150.
- C. Georgia Department of Transportation (Ga. DOT) Standard Construction Details (latest edition).

## PART 2 PRODUCTS

### 2.1 PRODUCTS

- A. Traffic Control Devices include: signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction zone.
- B. All Traffic Control Devices used on this project shall conform to the plans, Ga. DOT Construction Details and Specifications, and MUTCD. No modifications will be allowed without prior written approval of the ENGINEER.
- C. Traffic Control Devices shall be in proper, acceptable condition when in use. Devices which are unclear, damaged, or not correctly positioned shall be promptly restored to fully operational condition.

## PART 3 EXECUTION

### 3.1 EXECUTION

- A. The CONTRACTOR shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The CONTRACTOR shall cover all Traffic Control Devices which are inconsistent with detour or lane assignment patterns during the transition from one construction stage to another.
- B. Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.
- C. The CONTRACTOR shall ensure all Traffic Control Devices installed by him are operational 24 hours a day, including weekends and holidays. Provide additional inspections at regular intervals.
- D. When traveling in lanes open to public traffic, the contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right of way except in specific areas designated by the OWNER.
- E. Private driveways and parking areas shall be accessible at all times unless temporary closings are necessary for construction work and the CONTRACTOR has notified the affected individuals and has approval from them.
- F. If trenches are to remain open overnight, or for an extended period of time, CONTRACTOR is to provide heavy duty cover plates to allow vehicles access.



- G. Delays to the CONTRACTOR by complying with these requirements will be considered incidental to the item for traffic control and protection, and no additional compensation will be allowed.
- H. Where flaggers are required they are to be adequately trained and qualified for the job.
- I. Where the roadway or shoulder must be left in a disturbed condition overnight, provide barricades with flashers at intervals so that they are continuously visible from either direction.
- J. When working adjacent to or over travel lanes, the CONTRACTOR shall ensure that dust or other debris from his operation does not interfere with normal traffic operations of adjacent properties.
- K. CONTRACTOR shall take full responsibility for employees parking and make suitable arrangements for vehicles so that no roadway hazards occur and that trespassing on private property does not occur.

END OF SECTION

## SECTION 01701

### CONTRACT CLOSEOUT PROCEDURES

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS INCLUDED

Administrative provisions for Substantial Completion and for final acceptance.

##### 1.2 RELATED REQUIREMENTS

Section 01720 - Project Record Documents.

##### 1.3 SUBSTANTIAL COMPLETION

- A. When the CONTRACTOR considers the work substantially complete, he shall prepare a punch list of uncompleted items and send to the ENGINEER for review. At the same time the CONTRACTOR shall request in writing that the ENGINEER schedules a pre-final inspection.
- B. The ENGINEER will review the punch list submitted by the CONTRACTOR and determine if the project is substantially complete.
- C. If the ENGINEER determines that the project is not substantially complete, he will notify the CONTRACTOR in writing which items need to be finished before the project can be considered substantially complete. The CONTRACTOR shall continue working to complete all punch list items and resubmit a revised punch list when he considers the work is substantially complete.
- D. When the ENGINEER determines that the work is substantially complete, he will schedule a pre-final inspection with the OWNER, CONTRACTOR and ENGINEER. A final punch list will be prepared at this time.
- E. After all punch list items have been completed, the CONTRACTOR shall send a request in writing to the ENGINEER to schedule a final inspection. When all punch list items are complete, the ENGINEER will issue a certificate of substantial completion.

##### 1.4 FINAL COMPLETION

- A. When the CONTRACTOR considers that all of the WORK is complete, he shall submit the following certificates:
  - 1. All WORK has been completed and inspected for compliance with the CONTRACT DOCUMENTS and all deficiencies listed with the certificate of substantial completion have been corrected.
  - 2. All equipment and systems have been tested, adjusted and are fully operational.

3. OWNER's personnel have been fully instructed in the operation of all equipment (include sign off for each system).
  4. WORK is complete and ready for final inspection.
- B. Should ENGINEER's inspection find WORK incomplete, he will promptly notify CONTRACTOR in writing listing observed deficiencies.
  - C. CONTRACTOR shall remedy deficiencies and send a request for another final inspection.
  - D. When ENGINEER finds work is complete, he will process final pay request documents.

#### 1.5 REINSPECTION FEES

Should status of completion of WORK require reinspection by ENGINEER due to failure of WORK to comply with CONTRACTOR's claims on pre-final or final inspection, the OWNER will back charge the CONTRACTOR for each extra reinspection required of the ENGINEER. The CONTRACTOR shall reimburse the OWNER by certified check prior to final payment of retainage.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Evidence of Compliance with Requirements of Governing Authorities:
  1. Certificate of Occupancy as required by local codes.
  2. Certificates of Inspection approvals required for plumbing, mechanical and electrical systems as required by local codes if applicable.
  3. Completed form as indicated on page 01701-4 of this Section.
- B. Project Record Documents: Under provisions of Section 01720.
- C. Evidence of Payment and Release of Liens: In accordance with Conditions of the Contract.
- D. Consent of Surety to Final Payment.

Consent of Surety is to be sent by Surety directly to Carter Engineering, Inc. to the attention of Mark Campbell.

#### 1.7 APPLICATION FOR FINAL PAYMENT

- A. Prior to application for final payment, the CONTRACTOR shall give the ENGINEER a list of all additions or deletions not previously approved by change order.
- B. The ENGINEER will review this list and prepare a final close-out change order for the items that are justified by the terms of the contract or approved by field order.
- C. After approval of the final close-out change order, the CONTRACTOR may submit his application for final payment.

PART 2        PRODUCTS

Not Used.

PART 3        EXECUTION

Not Used.

OCONEE COUNTY, GEORGIA

\_\_\_\_\_, CONTRACTOR, for the above referenced project and Oconee County Board of Commissioners, OWNER, hereby certify that "as-constructed" drawings for the above-referenced project have been prepared by the CONTRACTOR and provided to the OWNER. The OWNER and CONTRACTOR further certify that the CONTRACTOR has provided the OWNER with all maintenance and operation instructions, and product warranties, and that the OWNER, or OWNER's representative has been trained in the maintenance and operations of the systems installed.

The OWNER and the CONTRACTOR understand that the CONTRACTOR's warranty for the project begins on the date of substantial completion and remains in effect for a period of 1 year. The OWNER understands that he/she shall direct warranty concerns to the CONTRACTOR, during this warranty period and to the product manufacturers for warranties beyond this time period.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
Date

\_\_\_\_\_  
CARTER ENGINEERING, INC. Date

END OF SECTION

## SECTION 01710

### FINAL CLEAN-UP

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS INCLUDED

Final clean-up of site, roadway and buildings.

##### 1.2 DESCRIPTION

Execute clean-up prior to inspection for Substantial Completion of the WORK.

##### 1.3 DISPOSAL REQUIREMENTS

Remove and dispose of waste materials, rubbish, debris and trash in compliance with provisions of governing laws, codes, ordinances and regulations. **Do not burn or bury rubbish, trash, debris and waste materials on Project site.**

#### PART 2 PRODUCTS

##### 2.1 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by manufacturer of material being cleaned.

#### PART 3 EXECUTION

##### 3.1 PERIODIC CLEANING

- A. On a regular and frequent basis during progress of WORK, perform cleaning necessary to keep Project site and adjacent properties free from unsightly and unsafe accumulation of scrap and waste materials, debris, rubbish and trash resulting from construction operations.
  - 1. Provide sufficient trash bins and containers for collection of scrap and waste material, debris, rubbish and trash.
  - 2. Provide separate, closable top metal containers for collection of oil and paint soaked rags; empty volatile substance cans and other waste products subject to spontaneous combustion.
  - 3. Designate approved eating areas and provide covered containers conforming to local health codes for collection of waste paper and left-over foodstuffs. Enforce usage of containers by workmen.

- B. Dispose of scrap and waste materials, debris, rubbish and trash by one of the following optional methods:
  - 1. Provide services of company regularly engaged in refuse disposal operations, including usage of large metal dump-type trash containers.
  - 2. Use own forces and equipment for loading, hauling and disposal.
- C. Remove accumulations of scrap and waste materials as bins and containers are filled and not less than once per week.
  - 1. Remove containers containing products subject to spontaneous combustion daily.
  - 2. Remove containers containing waste paper and left-over foodstuff daily.
  - 3. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off Project site.
  - 4. Dispose of no materials in waterways.

### 3.2 FINAL CLEANING

#### Site Work

- 1. All piles of dirt and rocks are to be removed from the work area.
- 2. All disturbed areas are to be grassed and mulched according to these specifications.
- 3. All construction debris is to be removed to an approved disposal site.
- 4. All streets are to be swept with a mechanical sweeper.

### 3.3 INSPECTION

Prior to occupancy by OWNER of any designated portion of WORK, conduct inspection in presence of OWNER to verify WORK is properly clean and ready for acceptance by OWNER.

END OF SECTION

## SECTION 01720

### PROJECT RECORD DOCUMENTS

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Maintenance of Record Documents and Samples.
- B. Submittal of Record Documents and Samples.

##### 1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. In addition to requirements in General Conditions, maintain at the site for OWNER, two record copies of:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Approved Change Orders, field orders or other modifications to the Contract.
  - 5. Approved shop drawings, product data, and samples.
  - 6. Field test records.
  - 7. Inspection certificates.
  - 8. Manufacturer's certificates.
- B. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.
- C. Keep Record Documents and samples available for inspection by Engineer.

##### 1.3 RECORDING

- A. Record information on clean sets of blue line opaque drawings and contract specifications. Label each sheet of the Project Record Drawings in the lower right corner with the neatly printed words "**PROJECT RECORD DRAWINGS**".



Two (2) sets of CONTRACT DOCUMENTS and Drawings will remain clean without mark-up for record purposes. CONTRACTOR shall use an additional set for marking measurements, on-site changes, items of construction that are actually used, and other conditions as they are encountered during the course of the WORK. This marked-up set of CONTRACT DOCUMENTS and Drawings shall consist of red-lined copies of plans and shop drawings, shall indicate actual field dimensions, shall represent the work as actually constructed, and shall be recorded on a daily basis. Failure to produce these records on request of ENGINEER or OWNER shall constitute grounds to halt construction with no time extension until steps are taken to see that these records are being properly made.

- B. Provide colored pens or pencils for marking each description of work.
1. The CONTRACTOR shall provide colored pencils for marking record copies of Contract Drawings and Specifications. Use a different colored pencil for each of the following:  
*(Example)*

a.	Architectural Work	Red
b.	Plumbing Work	Green
c.	HVAC Work	Blue
d.	Electrical Work	Orange
e.	Other written notations	Brown
  2. Establish a color code denoting what trade will use what color, and show this on a schedule on the front sheet of the "PROJECT RECORD DOCUMENTS".
- C. Record information concurrently with construction progress. **DO NOT CONCEAL ANY WORK UNTIL REQUIRED INFORMATION IS RECORDED.**
- D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
1. Measured depths of elements of foundation in relation to finish first floor or benchmark.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Use stations and offsets or coordinates.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
  4. Field changes of dimension and detail.
  5. Changes made by Modifications.
  6. Details not on original Contract Drawings.
  7. References to related shop drawings and Modifications.

- E. Prior to final construction inspection, CONTRACTOR shall furnish to ENGINEER two (2) neatly marked sets of construction plans which accurately depict the conditions and records all changes made during construction. ENGINEER shall promptly notify CONTRACTOR in writing if additional information is required.
- F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual Specifications sections.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION