

CONTRACT DOCUMENTS & SPECIFICATIONS

For Project Number: CCPW 2020-07 LMIG RESURFACING

Catoosa County Board of Commissioners
800 LaFayette Street
Ringgold, Georgia 30736

Bid Opening: June 25, 2020 2:00 p.m. EST



Chairman – Steven M. Henry

District 1 – Jeff Long

District 2 – Chuck Harris

District 3 – Jim Cutler

District 4 – Charlie Stephens

County Manager – Alicia Vaughn

INDEX

THIS CONTRACT IS BROKEN INTO FOUR SECTIONS AS FOLLOWS:

SECTION I	BID DOCUMENTS
SECTION II	CONTRACT DOCUMENTS (TO BE COMPLETED BY SELECTED BIDDER)
SECTION III	GENERAL CONDITIONS OF THE CONTRACT
SECTION IV	SPECIAL PROVISIONS OF THE CONTRACT

SECTION I

BID DOCUMENTS

TABLE OF CONTENTS

- A. NOTICE TO CONTRACTORS
 - Special Notice
- B. GENERAL REQUIREMENTS
- C. CERTIFICATIONS
 - Examination of Plans and Specifications
 - Conflict of Interest
 - Drug-free Workplace Certification
 - Non-Collusion Certification
 - Receipt of Addenda
- D. BID BOND
- E. CORPORATE CERTIFICATE
- F. LIST OF SUBCONTRACTORS
- G. INSURANCE REQUIREMENTS
- H. LOCAL VENDOR PRIVILEGE / PREFERENCE FOR GEORGIA PRODUCTS
- I. E-VERIFY AFFIDAVIT
- J. VENDOR'S IDENTIFICATION LABEL FOR BID PACKAGE
- K. GENERAL NOTES

APPENDICES

- A. LOCATION MAP
- B. DETAILED ESTIMATE/BID FORM

NOTICE TO CONTRACTORS

TWO copies of Sealed Bid (**original plus one copy - SECTION I Bid Documents ONLY**) will be received by The CATOOSA COUNTY Board of Commissioners in the CATOOSA COUNTY ADMINISTRATION OFFICE, 800 Lafayette Street, Ringgold, Georgia 30736, until 2:00 PM EST, Thursday, June 25, 2020. Bids shall be opened and read publicly at 2:05 PM EST, June 25, 2020.

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

CCPW 2020-07 LMIG RESURFACING

CATOOSA COUNTY further reserves the right, to extend the value of this Contract by up to 20% of the original value of the Contract (Bid Amount), to accomplish unforeseen Work, within the scope of the original Contract. Extended Work will be contracted in accordance with provisions of Section IV of this Contract (Section 104.03.A - AUTHORITY TO MAKE CHANGES).

All bids shall be accompanied by a Bid Bond in favor of the Board of Commissioners of CATOOSA COUNTY in the amount of Five percent (5%) of the Bid for the complete work. The bid Bond shall be forfeited to the Board of Commissioners of CATOOSA COUNTY, Georgia as liquidated damages if the Bidder fails to execute the Contract and provide Performance Bond, Payment Bond and Liability Insurance Certificate within fifteen (15) calendar days after being notified that he has been awarded the contract. P & P Bonds will be required of the awarded Bidder.

“Payment will be made on a monthly basis for work performed the previous month, less 10% Retainage” Contractors attention is to Section 109 of the contract.

All bidders must be Pre-Qualified with the Georgia Department of Transportation (GDOT) and all subcontractors must be registered with GDOT. Responder must have minimum Worker's Comp and General Liability Insurance in full force and effect. No Bid will be considered unless it is accompanied by satisfactory evidence that the Respondent holds any and all necessary or required Federal, State or local licenses and/or permits. Pursuant to O.C.G.A. § 13-10-91, all contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization. Each Respondent shall submit with its Bid a copy of current Business License &/or Occupational Tax Certificate issued in GEORGIA. If Respondent cannot provide this License, it will be required to obtain one from Catoosa County if it is awarded this contract. Qualifications of the Respondent will be reviewed before the Award of the Contract.

Contract documents may be downloaded at www.catoosa.com/bids. All questions must be submitted in writing to jeremy.bryson@catoosa.com no later than 5 PM on June 17, 2020. Any Q & A, or Addenda to the contract document will be posted on the County website on or before June 19, 2020 and **it is the responsibility of the bidder to acknowledge receipt of same.** Bidders are cautioned not to obtain bid documents or plans from any other source, than the one mentioned above, to ensure that bids are complete and include the latest Addenda.

Completion Date for this contract shall be December 31, 2020.

Bid **(Original plus one copy = TWO copies – SECTION I Bid Documents ONLY)** must be sealed and delivered in person or by mail to the office of the Board of Commissioners, 800 Lafayette Street, Ringgold, GA 30736 not later than 2:00 p.m. on Thursday, June 25, 2020. The VENDOR'S IDENTIFICATION FORM MUST BE ATTACHED TO THE OUTSIDE OF THE ENVELOPE. Any bid received after this time will not be considered. The bids will be publicly opened and read at 2:05 p.m., Thursday, June 25, 2020 at the Catoosa County Government Building, Ringgold, Georgia.

Catoosa County reserves the right to accept or reject any and all bids, to waive formalities, technicalities or irregularities and to re-advertise if necessary. The contract between Catoosa County and the selected responder shall be subject to the payment agreement drawn up between Catoosa County and the selected responder.

SPECIAL NOTICE TO CONTRACTORS

Overall **Completion Date of the Project shall be December 31, 2020**. Contractor will be assessed **Liquidated Damages in the amount of \$500.00 per day** of overrun for failure to complete the Project on schedule. Additional Liquidated Damages may be assessed in accordance with the Standard Specifications, Supplemental Specifications, and/or Contract Special Provisions.

ATTENTION ALL NEW BIDDERS

All new Bidders must complete and submit with their Bid package, IRS Form W-9 (included with the Bid Documents).

Bidders will not be added to our Finance System without submission of this form.

EAST NICKAJACK RD – Work on this priority route will be contingent on separate shoulder repair project currently underway. **Contractor should plan to perform work on this road last.**

GENERAL REQUIREMENTS

1. The work on this Project shall be governed by the Current Edition of the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, Special Provisions, and all current Supplemental Specifications. The materials used in The Work shall meet all quality requirements of the Contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work, have been completed and evaluated. Upon request by the Engineer, the Contractor shall furnish formal written invoices from the materials suppliers. The invoices shall show the quantities and the dates shipped.
2. DEFINITIONS AND TERMS: Delete the following paragraphs from Section 101 of the Current Edition of the Georgia Department of Transportation State of Georgia Standard Specifications Construction of Transportation System and replace with the following:

DELETE:

REPLACE WITH:

101.10 Board	THE CATOOSA COUNTY BOARD OF COMMISSIONERS
101.13 Chief Engineer	THE CATOOSA COUNTY ENGINEER or Appointee acting directly or through his duly authorized representative
101.14 Commissioner	THE CHAIRMAN OF THE CATOOSA COUNTY BOARD OF COMMISSIONERS
101.22 Department	THE CATOOSA COUNTY BOARD OF COMMISSIONERS
101.24 Engineer	Same as 101.13 - Chief Engineer (above)
101.62 State Highway Engineer	Same as 101.13 - Chief Engineer (above)
101.63 State	THE CATOOSA COUNTY BOARD OF COMMISSIONERS
101.81 Treasurer	CATOOSA COUNTY CHIEF FINANCIAL OFFICER

3. CONTRACT COMPLETION DATE: This Contract shall be completed on or before December 31, 2020.

CERTIFICATIONS

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

EXAMINATION OF PLANS AND SPECIFICATIONS

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

I understand the quantities mentioned are “approximate only” and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work of the basis provided for in the Specifications.

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

I further propose to execute the Contract Agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided or liquidated damages in the amount of \$500.00 per day of overrun will apply in accordance with applicable Contract, Specifications and Regulations. I also understand that additional Liquidated Damages maybe assessed in accordance with the Standard Specifications, Supplemental Specifications, and/or Contract Special Provisions. I also propose to furnish a Performance & Payment Bonds and Liability Insurance, approved by the CATOOSA COUNTY Board of Commissioners, as required by the laws of the State of Georgia. These Bonds shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

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

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

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

DRUG-FREE WORKPLACE CERTIFICATION

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

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

“As part of the subcontracting agreement with

(Prime Contractors Name) _____

(Sub-Contractors Name) _____

certifies to the Contractor that a drug-free workplace will be provided to and for the Subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Subsection (b) of Code Section 50-24-3.”

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

NON-COLLUSION, CERTIFICATION

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

It is understood and agreed that this Bid is one of several competitive bids made to CATOOSA COUNTY, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Bid shall be an option, which is hereby given by the undersigned to CATOOSA COUNTY to accept or reject this Bid at any time within that prescribed in Section 103.02 (Award and Execution of Contract) (of the Special Provisions, SECTION IV, of this contract), unless the successful bidder agrees in writing to a longer period of time for the Award, and in consideration of the premises, it is expressly covenanted and agreed that this Bid is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

ACKNOWLEDGEMENT OF ADDENDA

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

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

Witness my hand and seal this the _____ day of _____, 20__.

Contractor: _____
(Print Company Name)

FEDERAL ID NO./IRS NO. _____

By: _____
(Print Name) (Signature)

Corporate President/Vice President or Individual Owner or Partner
(Strike through all except the one which applies) [SEAL]

Joint Bidder: _____
(Print Company Name)

FEDERAL ID NO./IRS NO. _____

By: _____
(Print Name) (Signature)

Corporate President/Vice President or Individual Owner or Partner
(Strike through all except the one which applies) [SEAL]

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

Sworn to and subscribed before me this _____ day of _____, 20__.

(Notary Public) [SEAL]

My commission expires the _____ day of _____ 20__.

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE

_____ [Insert contractor's name],

as Principal, hereinafter called the Principal, and (Surety) _____ a corporation,
partnership, or individual, duly organized under the laws of the State of _____

as Surety, hereinafter called the Surety, and held and firmly bound unto

Catoosa

(County)

800 LaFayette Street, Ringgold, Georgia 30736

(Address)

as Oblige, hereinafter call Oblige, in the sum of _____ Dollars
(\$_____), or five percent (5%) of the amount of bid, whichever is less, for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind themselves, our
heirs, executors, administrators, successors and

WHEREAS, The Principal has submitted a bid for:

[CCPW 2020-07 LMIG RESURFACING - Various County Roads per Contract Documents]

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall
enter into a contract with the Oblige in accordance with the terms of such bid and give such bonds
or bond as may be specified in the bidding or Contract Documents with good and sufficient surety
for the faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such
Contract and give such bond or bonds, if the Principal shall pay the Oblige the difference not to
exceed the penalty hereof between the amount specified in said bid and such larger amount for which
the Oblige may in good faith contract with another party to perform the Work covered by said bid,
then this obligation shall be null and void, otherwise to remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal and said Surety has hereunto caused to be fixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20____.

ATTEST:

_____	_____
(Principal Secretary)	(Principal)
 [SEAL]	By: _____
_____	_____
(Witness to Principal)	(Address)

(Address)	

ATTEST:

_____	_____
(Resident Agent)	(Surety)
 [SEAL]	By: _____
	(Attorney-in-Fact)
_____	_____
(Witness to Surety)	(Address)

(Address)	

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named
As Contractor in the forgoing Bid; that _____, who
signed the Bid on behalf of the Contractor, was then (title)_____of said
Corporation; that said Bid 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 _____, 20____.

(Print Name)

(Signature)

(Company)

[SEAL]

(Address)

(Telephone No)

LIST OF SUBCONTRACTORS

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

NAME & ADDRESS	TYPE OF WORK

SIGNED_____

INSURANCE REQUIREMENTS

Vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the contract, the following types of insurance. Vendor must have as a minimum, the following insurance limits: a) Worker's Compensation and Employer's Liability Insurance, statutory limits b) Comprehensive General Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate c) Comprehensive Automobile Liability Insurance, \$1,000,000 Combined Single limit; d) \$1,000,000 Commercial Umbrella policy.

THE VENDOR SHALL PROVIDE CERTIFICATE OF INSURANCE TO THE COUNTY DEMONSTRATING THAT THE AFOREMENTIONED INSURANCE REQUIREMENTS HAVE BEEN MET PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been indorsed to cover the Catoosa County Board of Commissioners as an Additional insured and must reference specific project by name and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

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 CCBOC as to form and content has been filed. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute. The Contractor shall agree to waive all rights of subrogation against CCBOC, the County of Catoosa County, their officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for CCBOC. The Contractor shall make available, through its records or records of their Insurer, information regarding a specific claim. Any loss run information available from the contractor or their insurer will be made available to CCBOC upon their request.

Terms and Conditions

All Bids and supporting materials as well as correspondence relating to this ITB become property of CCBOC when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the Bid is proprietary will not be honored.

1. All applicable State of Georgia and Federal Laws, County and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent, the Contractor and Project throughout and are herein incorporated. The Agreement with the Contractor, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
2. Professionals requiring special licenses must be licensed in the State of Georgia, and shall Be responsible for those portions of the work as may be required by law.
 - Subcontractors as part of the project team must be clearly identified in the submittal, including roles, resumes of key personnel and project references. The responder is responsible for obtaining E-verify Affidavits from his subs.
 - From the date CCBOC receives a Respondents Bid through the date a contract is awarded to a Contractor(s), no Respondent may make substitutions, deletions, additions or other changes in the configuration of Respondent's Bid or members of Respondents team.

Local Vendor Privilege

Because bids awarded to local vendors contribute to the Catoosa County tax base and promote the local economy, the Catoosa County Board of Commissioners has instituted a local vendor privilege as follows. To qualify as a local vendor, the following conditions must be met:

1. The vendor must have an established place of business within Catoosa County.
2. The vendor must have at least two (2) employees who have been working for six (6) months or longer before requesting a local vendor privilege.

All vendors who met these conditions and who wish to claim the local vendor privilege must complete the Affidavit of Eligibility included in these Bid Documents and submit with your Bid. The local vendor privilege gives qualifying vendors, who are within 4% of the low bid, the opportunity to agree to match the low bid within 24 hours. If more than one local vendor meets the qualifications, the lowest local bidder will be given the first opportunity to agree to match the low bid. If they refuse, the next lowest bidder will get the opportunity and so on until all local vendors within the 4% range have been given an opportunity.

Preference for Georgia Products

In accordance with the provisions of O.C.G.A. §36-84-1, et. seq., when contracting for or purchasing supplies, materials, equipment or agricultural products, excluding beverages for immediate consumption, Catoosa County shall give preference, as far as may be reasonable and practicable under the circumstances and without otherwise sacrificing quality, to such supplies,

materials, equipment and agricultural products which are manufactured and/or produced in the State of Georgia.

Georgia Immigration & Compliance Act

Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with Catoosa County Government or a contractor of Catoosa County Government in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy these requirements.

Access to the authorization program to obtain an E-Verify number can be found at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>, the website operated by the U.S. Department of Homeland Security (USDHS).

**FOR A BID/PROPOSAL/SUBMITTAL TO BE CONSIDERED, SUCH
CERTIFICATION SHALL BE INCLUDED IN THE CONTRACTOR RESPONSE TO
ALL SOLICITATIONS ISSUED BY CATOOSA COUNTY BOARD OF
COMMISSIONERS.**

STATE OF GEORGIA

CONTRACTOR E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Catoosa County Government has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Catoosa County Government, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91. Contractor further agrees to maintain records of such compliance.

EEV / E-Verify™ User Account Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL HERE]

Notary Public

My Commission Expires: _____

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

CONTRACTOR'S IDENTIFICATION

THIS FORM SHALL BE ATTACHED TO THE SEALED ENVELOPE CONTAINING YOUR BID.

Failure to provide the following information on the sealed envelope will be considered
a non-responsive bid.

BIDDER INFORMATION:

Company Name: _____

Address: _____

GDOT Certification No.: _____

Expiration Date: _____

SEALED BID FOR CATOOSA COUNTY GOVERNMENT

PROJECT INFORMATION:

Project Name: CCPW 2020-07 LMIG RESURFACING

Bid Opening Date: June 25, 2020

Bid Opening Time: 2:00 PM EST

GENERAL NOTES

BUSINESS LICENSE REQUIRED: Each Respondent shall submit with its proposal a copy of current Business License &/or Occupational Tax Certificate issued in GEORGIA. If bidder cannot provide this License, it will be required to obtain one from Catoosa County if it is the Awarded Respondent. No proposal shall be considered unless it is accompanied by satisfactory evidence that the Bidder holds Georgia State Contractor's License of proper classification and in full force and effect, in compliance with the provisions of O.C.G.A. Sec. 43-14-2 et seq. For the duration of the project, Awarded Bidder will be required to provide county with any renewed licenses to keep project file current.

NOTE: All new bidders must fill out and sign IRS FORM W-9 and submit it with your bid.

UTILITY ADJUSTMENTS: The Contractor shall contact Utilities as needed prior to the resurfacing operations to schedule any necessary relocating of lines and adjustments to Manholes and Valve boxes.

PROJECT SUPERINTENDENT: The Contractor shall have on The Work at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed who shall receive instructions from the Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the Engineer without delay, and promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished, irrespective of the amount of work sublet. The Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.

PROJECT SAFETY: The Contractor is solely responsible for maintaining a safe work environment for the duration of the project.

JOB MIX FORMULA: The Contractor shall email a copy of all hot mix asphalt test results to Jeremy Bryon of Catoosa County Public Works and arrive no later than 10:00 a.m. on the day following production. Email address is Jeremy.bryson@catoosa.com.

ASPHALT CEMENT & FUEL PRICE ADJUSTMENT: For this contract, **NO PRICE ADJUSTMENT** shall be considered.

ADVANCED WARNING SIGNS: The Contractor shall furnish advanced-warning signs and shall have portable signs at all roads and streets that intersect these roads while work is in progress. The signs shall be in accordance with Section 150 of the Special Provisions of the GDOT Standard, and "The Manual on Uniform Traffic Control Devices" (MUTCD). Portable or temporary signs are acceptable for advance warning signs. **This work will not be paid separately but shall be included in the Bid Price for Item 150, Traffic Control.**

TRAFFIC CONTROL: The Contractor shall not simultaneously perform work on opposite sides of the roadway and maintain traffic at all times. The Contractor shall submit a traffic control plan prior to paving operations commencing. The Contractor shall have a Flagman at intersecting roads where Tack is being placed. A Flagman must be trained in flagging operations and shall not motion for a motorist to run in Cement, Prime, Tack, or other areas which may result in damage to vehicles, or a danger to drivers. When 1-way traffic is approved, the Contractor shall provide the necessary Flagman to direct such traffic. When traffic is permitted through the work area under staged construction, the Contractor shall furnish Pilot Vehicles at the Engineer's request. **This work will not be paid for separately but shall be included in the Bid Price for Item 150, Traffic Control.**

SHOULDER CLIPPING: In preparation of the roadway prior to resurfacing, the Contractor shall blade the existing shoulders no lower in elevation than the existing pavement or shoulder. If bladed below the existing elevation, corrective work shall be done by the Contractor. **This will not be paid for separately but shall be included in the Overall Bid Price.**

PATCHING: Perform all patching as directed by the Engineer, prior to surface treatment, leveling, and resurfacing operations.

LEVELING: Place leveling course as either spot leveling or full width leveling, or both as directed by the Engineer.

SHOULDER RESTORATION: Includes providing a safe transition from edge of pavement with soil. The Contractor shall establish a stand of permanent vegetation as directed by Engineer. Bid quantity represents linear mile for each side of roadway.

HIGH FRICTION SURFACE TREATMENT: Place high friction surface treatment in accordance to GDOT standard specification section 419 for select areas as directed by Engineer along East Nickajack, & Davis Ridge Rd's.

HIGH FRICTION SURFACE TREATMENT PLACEMENT: Adequate cleaning prior to placement shall be required as specified in section 419. Proper testing shall be required in accordance to section 419.

Placement shall be 30 days after new pavement has been placed to reduce likelihood of tracking and raveling.

Allow curing in accordance to manufacture recommendations and in accordance to section 419.

Remove excess aggregate with a sweeper truck that has built in internal hopper as specified in section 419.

Three (3) calendar days after the initial installation, remove the excess aggregate with a sweeper truck that has built in internal hopper. Excess aggregate cannot be reused.

SINGLE SURFACE TREATMENT CHIP SEAL: All priorities will receive a #7 stone chip seal after patching is complete. The asphalt leveling course will be placed over the chip seal immediately and before any traffic is allowed on the road.

BRIDGE DECK MILLING: If bridge deck milling is required, extreme care should be taken by the contractor to avoid milling into the bridge deck and bridge deck seals. The Contractor at no cost to the County shall repair any damages to the bridge deck or bridge deck seals. All bridge deck repairs shall be made to the satisfaction of the Engineer. Any damages to the above-mentioned bridge deck or seals shall be repaired three (3) days after the damages occur and prior to the resurfacing of the damaged areas in accordance to Subsection 107.13 of the Specifications.

MILLING: Tie in joints for the length of the apron or ending point back 20' will be required.

REMOVAL OF MISCELLANEOUS ROADWAY ITEMS: The removal and disposal of Miscellaneous Roadway items, including, but not limited to, curbs, drainage structures, pavement, edge preparation grass, weeds, soils and debris, unacceptable materials, and abandoned obstructions shall become the property and responsibility of the Contractor. Any Miscellaneous Roadway Items to be disposed of shall be done so off the project and in a manner so as not to be unsightly. **This work and any item to be removed that is not identified as a pay item shall not be paid for separately but shall be included in the Overall Bid Price.**

DRAINAGE STRUCTURES: The Contractor is responsible for maintaining all drainage structures within the limits of the project throughout the duration of the project. Any debris that goes in drainage structures as a result of construction operation (reclamation, grading, shoulder restoration, etc.) shall be cleaned out by the Contractor at no additional cost to the County.

INSTALLATION of PAVEMENT MARKINGS: Centerline(s), edgeline(s), and laneline(s) are required for this project. Striping shall be accomplished in two phases on this project:

Phase 1 Temporary Striping is required in accordance with section 150.04 of the Georgia DOT Special Provisions. The temporary centerline shall be striped within three (3) days after the Final Surface has been laid as outlined in Special Provision 150, Traffic Control, of This Contract. **The cost for this work is to be included in the overall cost of the project.**

Phase 2 Permanent Pavement Markings those for which a pay item is included in the contract, (Pay Item 653) shall be delayed for a period of 30 days minimum after placement of the final surface course on each roadway but shall be complete no later than 45 days following placement of the final surface.

NOTE: CONTRACTOR IS DIRECTED TO REPLACE ALL PASSING ZONES AS PER THE MUTCD.

Thermoplastic Stop Bars shall be installed at all stop movements at the same time as the temporary striping work is accomplished and will be paid under item 653-1704. The Contractor shall replace all

other existing pavement markings (School Zones, Symbols, and Words) in accordance with section 150 of this contract. This work will not be

LIQUIDATED DAMAGES: This Contract shall be completed on or before December 31, 2020. The Contractor will be assessed liquidated damages in the amount of \$500 PER CALENDAR DAY for failure to complete the project on schedule.

PAY REQUESTS AND RECORDS: Catoosa County requests that quantities and pay requests be submitted for each road individually.

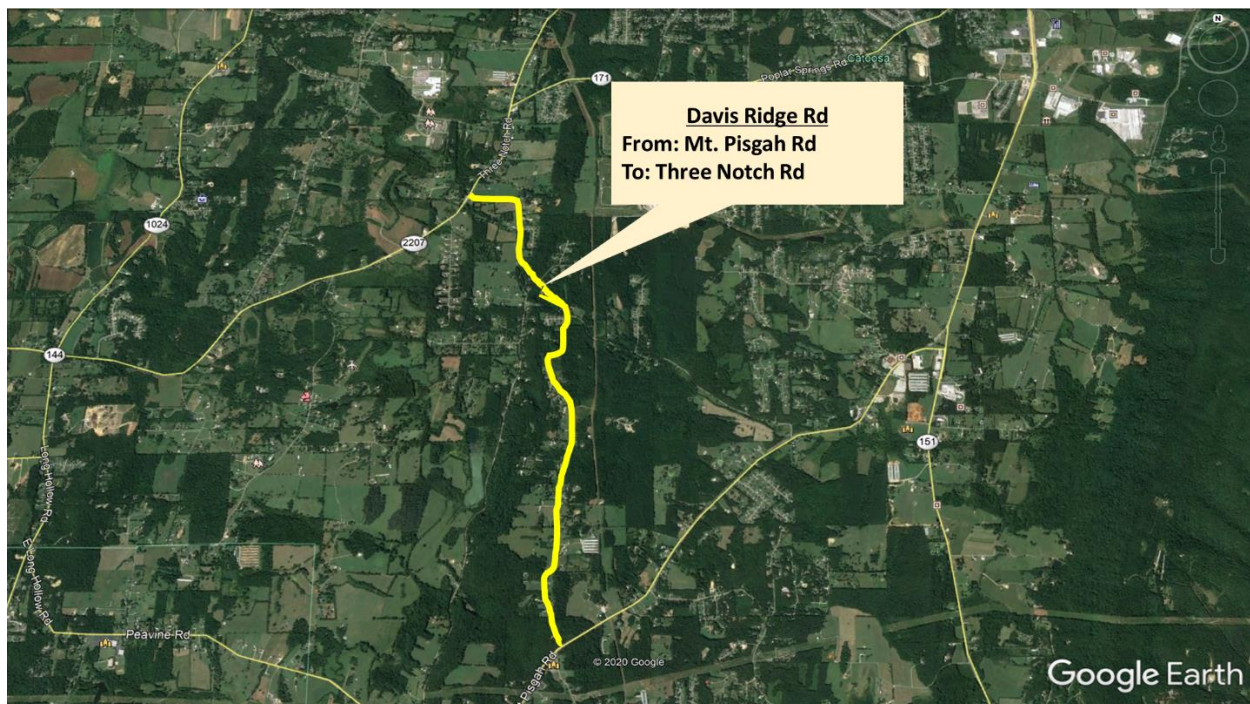
FINAL INSPECTION AND ACCEPTANCE: Upon due written notice from the contractor of presumptive completion of the entire project, the Engineer will make an inspection. If all construction provided for and contemplated by the Contract is found completed to their satisfaction, that inspection shall constitute the Final Inspection and the Engineer will make final Acceptance and notify the Contractor, in writing, of this Acceptance as of the date of the Final Inspection. If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of the same and the contractor shall immediately comply with and execute such instructions. **Corrections (Punch List Items) are considered part of the original bid and will not be considered for additional compensation.**

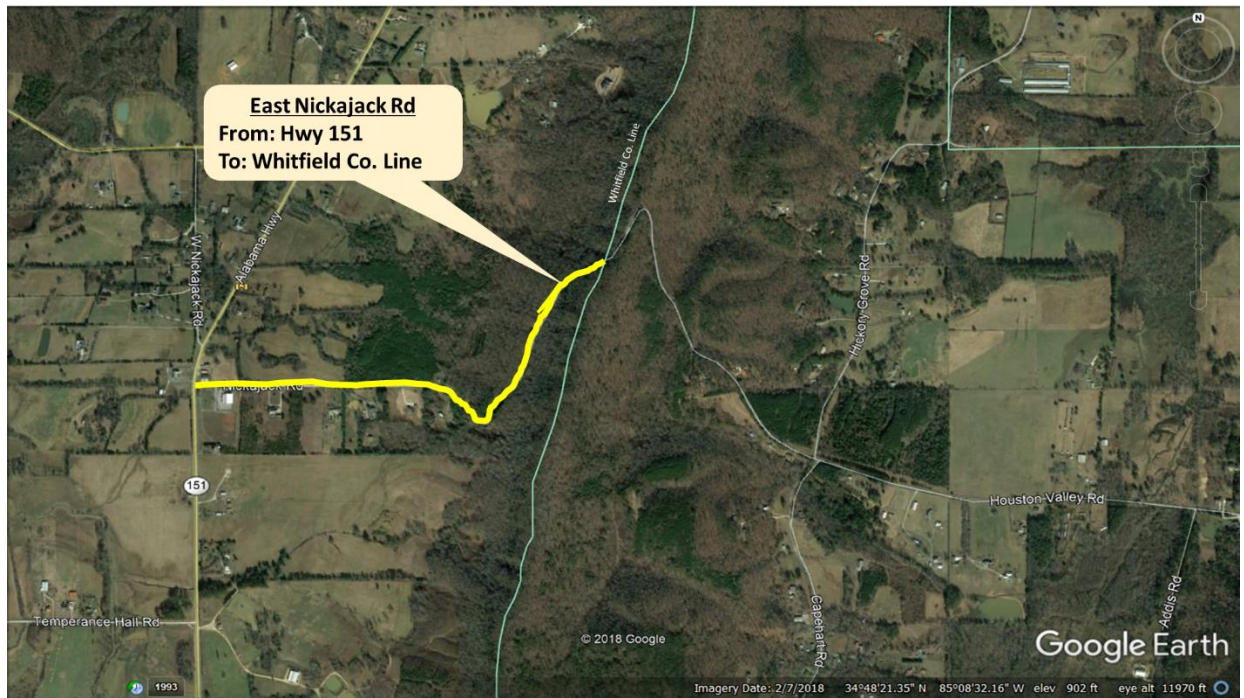
WARRANTY: The Contractor shall warranty shoulder restoration, including permanent vegetation for One (1) year after the substantial completion date.

SECTION I

APPENDIX A

LOCATION MAPS





SECTION I

APPENDIX B

DETAILED ESTIMATE/BID FORM

Detailed Estimate/Bid Form

Item #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
005	150-100 Traffic Control	LS	1		
010	402-1802 RECYCLED ASPH. CONC. PATCHING, INCL BITUM MATL & H LIME, 25 MM	TN	7,900		
015	402-1812 RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	2,850		
020	402-3101 RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, BLEND 1, INCL BITUM MATL & H LIME	TN	5,115		
025	413-1000 BITUM TACK COAT	GL	3,500		
030	419-1000 HIGH FRICTION SFC TRTMT	SY	9,246		
035	424-5007 SINGLE SFC TRTMT, STN SIZE 7, GP 1 or 2	SY	68,921		
040	432-5010 MILL ASPH CONC PVM T, VARIABLE DEPTH	SY	1,000		
045	653-2501 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	11.3		
050	653-2502 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	11.3		
055	653-1704 THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	84		
060	SHOULDER RESTORATION (SOIL, SEED, STABILIZATION FOR PERMANENT VEGETATION)	LM	11.3		
TOTAL					

SECTION II

CONTRACT DOCUMENTS

TABLE OF CONTENTS

- A. OATH OF SUCCESSFUL BIDDER
- B. NOTICE OF AWARD
- C. CONTRACT PERFORMANCE BOND
- D. PAYMENT BOND
- E. AGREEMENT
- F. NOTICE TO PROCEED

CONTRACT
OATH OF SUCCESSFUL BIDDER

Personally, appeared before the undersigned officer duly authorized by law to administer oaths and who, after being first duly sworn, depose and say that they are all the officers, agents, persons, or employees who have acted for or represented

(Company Name) _____

(Address) _____

(Telephone) _____, in bidding or procuring a Contract with CATOOSA COUNTY, Georgia on the following Project (s):

CCPW 2020-07 LMIG RESURFACING

and that said (has/have) not by (himself/themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a bid therefore or induced or attempted to induce another to withdraw a bid for said work.

By: _____

(Signature of Bidder)

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____

(Notary Public)

[SEAL]

My commission expires the _____ day of _____ 20____

NOTICE OF AWARD

To:

Project Description: The site of the proposed work is Catoosa County Georgia.

The project consists of resurfacing various roads.

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated May 27, 2020, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of
\$ _____

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within ten (10) 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 of your Bid Bond will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 20____.

Catoosa County Government
(Owner)

By _____

Name Steven M. Henry

Title Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____,
this the _____ day of _____, 20____.

By _____

Name _____

Title _____

CONTRACT PERFORMANCE BOND

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

A _____
(corporation, partnership, or individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Catoosa County Board of Commissioners
800 LaFayette Street
Ringgold, Georgia 30736

hereinafter referred to as Obligees are held and firmly bound unto said Obligees and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the agreement hereinafter referred to, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain agreement, hereto attached, with the Obligees (the "Agreement").

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said Agreement during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the Surety, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Agreement or to the work to be performed thereunder.

PROVIDED FURTHER, that the Principal and Surety agree and represent that this bond is given pursuant to and in accordance with the provision of O.C.G.A. § 13-10-1 and O.C.G.A. § 36-91-1 *et. seq.* and all of the provisions of the law referring to this character of bond as set forth in said Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be fixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20____.

ATTEST:

(Principal)

(Principal Secretary)

[SEAL]

By: _____

(Address)

(Witness to Principal)

(Address)

ATTEST:

(Resident Agent)

[SEAL]

(Witness to Surety)

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

PAYMENT BOND

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

A _____
(corporation, partnership, or individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Catoosa County Board of Commissioners
800 LaFayette Street
Ringgold, Georgia 30736

hereinafter referred to as Obligee for the use and protection of all subcontractors and persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the agreement hereinafter referred to, in the full and just sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly be made, the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain agreement, herewith attached, with the Oblige (the "Agreement").

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Agreement, then this obligation shall be void, otherwise to remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which the labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Agreement or to the work to be performed thereunder.

PROVIDED HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Oblige, to the person and at the address provided for in the Agreement, within five (5) days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Agreement by the proper authorities.

PROVIDED FURTHER, that the Principal and Surety agree and represent that this bond is given pursuant to and in accordance with the provision of O.C.G.A. § 13-10-1 and O.C.G.A. § 36-91-1 *et. seq.* and all of the provisions of the law referring to this character of bond as set forth in said Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be fixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20____.

ATTEST:

(Principal)

(Principal Secretary)

[SEAL]

By: _____

(Address)

(Witness to Principal)

(Address)

ATTEST:

(Surety)

(Resident Agent)

By: _____
(Attorney-in-Fact)

[SEAL]

(Address)

(Witness to Surety)

(Address)

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, **2020** by and between CATOOSA COUNTY, Georgia, (Party of the First Part, hereinafter called the County) and _____, (Party of the Second Part, hereinafter called the Contractor).

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

PROJECT: **CCPW 2020-07 LMIG RESURFACING**

The Contractor shall commence the Work with adequate forces and equipment within ten (10) days from receipt of Notice to Proceed from the County and shall complete the Work on or before **December 31, 2020**.

Liquidated Damages shall be in accordance with SPECIAL NOTICE to contractors, Current Edition of the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, Special Provisions, and all current Supplemental Specifications. As compensation for the faithful performance of this contract, payment will be made on a monthly basis for work performed in accordance with the general conditions and the prices stipulated in the Bid hereto attached for the previous month, less Ten percent 10% retainage.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the Surety or Sureties upon such Bonds to be unsatisfactory, or, if, for any reason, such Bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five (5) days after receipt of Notice from the County so to do, furnish an additional Bond or Bonds in such form and amount, and with such Surety or Sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of work hereunder, whether caused by

the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, the County; and the Contractor shall indemnify and hold harmless the County from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of the County's negligence (except that the County shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising therefrom, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged or record any judgment which may be rendered against the County arising therefrom.

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

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

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

EXECUTED this ____ day of _____, 20____.

CATOOSA COUNTY, GEORGIA

Attest: _____
Catoosa County Clerk

By: _____
Chairman
Catoosa County Board of Commissioners

[SEAL]

CONTRACTOR

Company Name: _____

Attest: _____

By: _____

Title: _____

Title: _____

[SEAL]

Approved as to Form:

By: _____
Attorney
CATOOSA COUNTY, Georgia

NOTICE TO PROCEED

To:

Project Description: The site of the proposed work is Catoosa County Georgia.

The project consists of resurfacing various roads.

You are hereby notified to commence Work in accordance with the Agreement dated July 21, 2020, on or before August 1, 2020. The date of completion of all Work is December 31, 2020.

Dated this ____ day of _____, 20__.

Catoosa County Government
(Owner)

By _____

Name _____ Steven M. Henry

Title _____ Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____,
this the _____ day of _____, 20__.

By _____

Name _____

Title _____

SECTION III

GENERAL CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

- A. GENERAL CONDITIONS
- B. DESCRIPTION OF PROJECT
- C. SUMMARY OF INFORMATION
- D. TYPICAL SECTION

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the:

- 1) Special Provisions (referred to in SECTION IV of this Document),
- 2) Project Plans including Special Plan Details,
- 3) Supplemental Specifications,
- 4) All current Georgia Department of Transportation Standard Plans including Standard Construction Details and Drawings,
- 5) Current Edition of the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems.

The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

When work is specified to be done or when materials are to be furnished according to the published specifications of organizations other than the Georgia Department of Transportation, the latest specifications published by those organizations at the time bids are received shall apply unless otherwise specified.

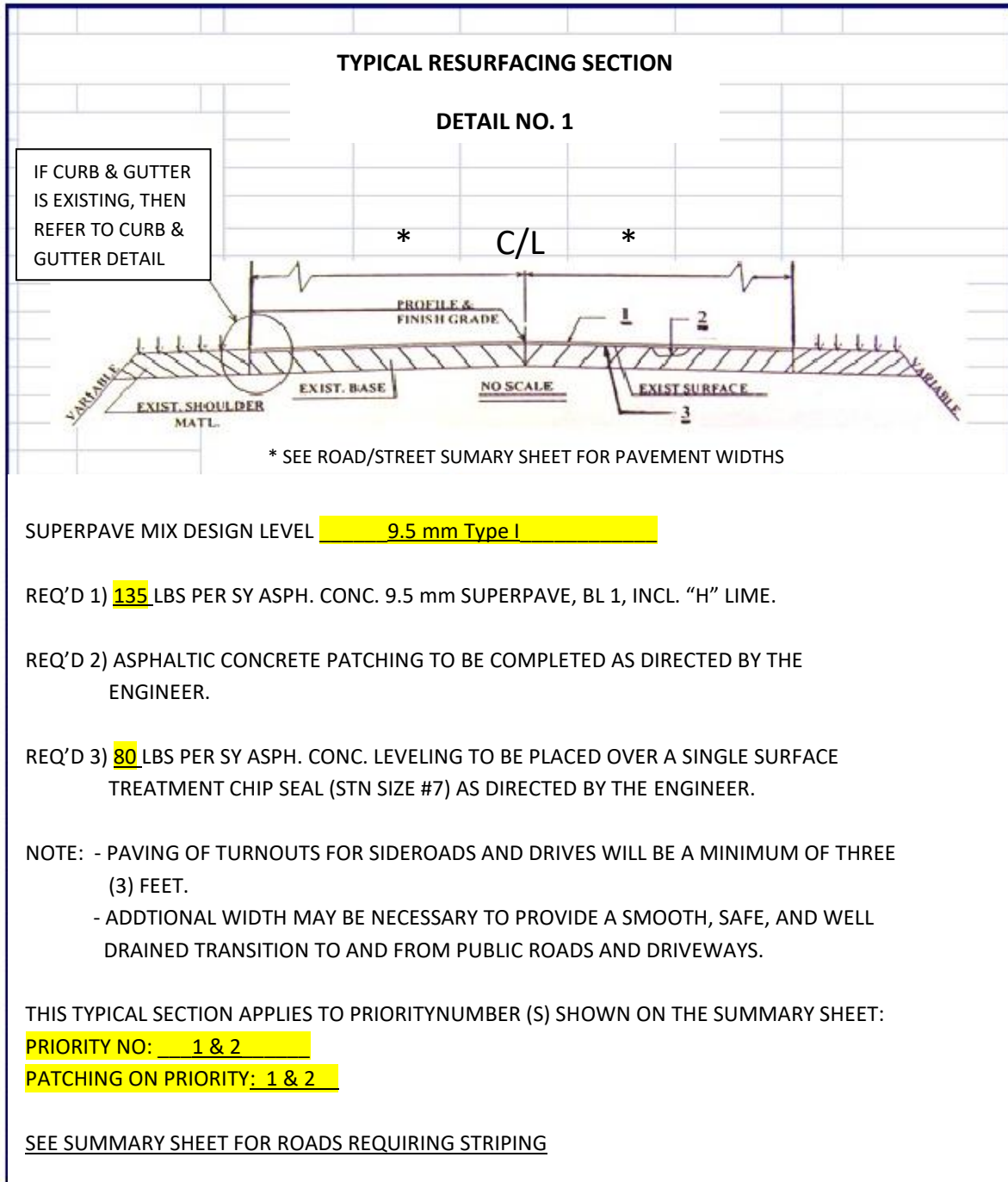
PROJECT

CCPW 2020-07 LMIG RESURFACING

SUMMARY OF INFORMATION

Priority Number	Summary of Information by Road										Total Length	
1	Davis Ridge Rd	Length/width	1.16	mi	21	ft	Prop Constr: Superpave Tp1, Bl 1, Incl BTM & L					1.16
	from: Three Notch Rd						SPE:	9.5MM	@	135	#Sq Yd	
	to: Hamill Hollow Rd	Req'd Striping	center/edge				Asp Lev & H Lime	@	80	#Sq Yd		
2	Davis Ridge Rd	Length/width	2.05	mi	21	ft	Prop Constr: Superpave Tp1, Bl 1, Incl BTM & L					2.05
	from: Hamill Hollow Rd						SPE:	9.5MM	@	135	#Sq Yd	
	to: Mt Pisgah Rd	Req'd Striping	center/edge				Asp Lev & H Lime	@	80	#Sq Yd		
3	Beaumont Rd	Length/width	1.27	mi	21	ft	Prop Constr: Superpave Tp1, Bl 1, Incl BTM & L					1.27
	from: Mt Pisgah Rd						SPE:	9.5MM	@	135	#Sq Yd	
	to: Walker Co Line	Req'd Striping	center/edge				Asp Lev & H Lime	@	80	#Sq Yd		
4	East Nickajack Rd	Length/width	1.17	mi	20	ft	Prop Constr: Superpave Tp1, Bl 1, Incl BTM & L					1.17
	from: Hwy 151						SPE:	9.5MM	@	135	#Sq Yd	
	to: Whitfield Co Line	Req'd Striping	center/edge				Asp Lev & H Lime	@	80	#Sq Yd		

TYPICAL SECTION



SECTION IV

SPECIAL PROVISIONS OF THE CONTRACT

TABLE OF CONTENTS

APPENDIX A. STANDARD GDOT SPECIFICATIONS

- A. PROMPT PAYMENT
- B. SEQUENCE OF OPERATION
- C. UTILITY CONFLICTS

MODIFICATION OF STANDARD GDOT SPECIFICATIONS

- D. GDOT SECTION 101- DEFINITIONS AND TERMS
- E. GDOT SECTION 102- BIDDING REQUIREMENTS AND CONDITIONS
- F. GDOT SECTION 103- AWARD AND EXECUTION OF CONTRACT
- G. GDOT SECTION 104- SCOPE OF WORK
- H. GDOT SECTION 107- LEGAL REGULATIONS AND RESPONSIBILITY TO
THE PUBLIC
- I. GDOT SECTION 108- PROSECUTION AND PROGRESS
- J. GDOT SECTION 109- MEASUREMENT AND PAYMENT

APPENDIX A. STANDARD GDOT SPECIFICATIONS

(For the convenience of the Bidder, these are available on County website along with Contract & Bid Spec Document.)

GDOT SECTION 101- DEFINITIONS AND TERMS

GDOT SECTION 102- BIDDING REQUIREMENTS AND CONDITIONS

GDOT SECTION 103- AWARD AND EXECUTION OF CONTRACT

GDOT SECTION 104- SCOPE OF WORK

GDOT SECTION 107- LEGAL REGULATIONS AND RESPONSIBILITY TO
THE PUBLIC

GDOT SECTION 108- PROSECUTION AND PROGRESS

GDOT SECTION 109- MEASUREMENT AND PAYMENT

GDOT SECTION 150- TRAFFIC CONTROL

GDOT SECTION 400- HOT MIX ASPHALTIC CONCRETE CONSTRUCTION

GDOT SECTION 402- HOT MIX RECYCLED ASPHALTIC CONCRETE

GDOT SECTION 413- BITUMINOUS TACK COAT

GDOT SECTION 419- HIGH FRICTION SURFACE TREATMENT

GDOT SECTION 424- BITUMINOUS SURFACE TREATMENT

GDOT SECTION 653- THERMOPLASTIC TRAFFIC STRIPE

GDOT SECTION 828- HOT MIX ASPHALTIC CONCRETE MIXTURES

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

PROMPT PAYMENT:

Prime Contractors, who sublet a portion of their work, shall pay their Subcontractors for satisfactory performance of their Contracts no later than 15 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the Contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the Contract.

All Subcontract Agreements shall contain this requirement.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

SEQUENCE OF OPERATION

(Should conflict arise between instructions in this "Sequence of Operations and the Department of Transportation, State of Georgia Special Provision Section 150, Section 150 will have precedence)

I. GENERAL

- A. The purpose of this Special Provision is to provide a Sequence of Operation for the construction of this project. This Special Provision also provides special procedures that will permit vehicular and pedestrian traffic to pass through and around the project area safely with a minimum of inconvenience.
- B. This Special Provision sets forth specific procedures and does not relieve the Contractor of any responsibilities required by the Specification Section 150, other Specifications, Plans, or the MUTCD.
- C. Planned off-site detours are not provided for this project.
- D. Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the Department temporary on-site bypasses or detours in order to expedite the work. Plans for such temporary bypasses or detours shall be submitted to the engineer for approval 30 calendar days prior to proposed construction. Such bypasses or detours shall be removed promptly, when in the opinion of the engineer, they are no longer necessary for the satisfactory progress of the work.
- E. The Contractor's trucks and other vehicles shall travel in the direction of normal roadway traffic unless separated from the through traffic by positive construction barriers approved by the engineer. On interstates or other divided highways, the contractors' vehicles shall not cross the medians and shall enter and exit at the existing interchanges.
- F. When construction operations necessitate an existing traffic signal to be out of service, the contractor shall coordinate with the appropriate owner(s) of the signal and furnish off-duty police officers to regulate and maintain traffic control at the site.
- G. There shall be no reduction in the total number of available traffic lanes except as specifically allowed by the contract and as approved by the engineer.
- H. The Contractor shall schedule and arrange the work to ensure the least inconvenience and the utmost in safety to the traveling public and to the Contractors' and the Department's forces.
- I. All outfall ditches, special ditches, critical storm drain structures, erosion control structures, retention basins, etc. shall be constructed, where possible, prior to the beginning of grading operations so that the best possible drainage and erosion control will be in effect during the grading operations, thereby keeping the roadway areas as dry as possible.

- J. In the prosecution of the work, if it becomes necessary to remove any existing signs, markers, guardrail, etc., not covered by a specific pay item, they shall be removed, stored, and reinstalled, when directed by the Engineer, to line and grade, and in the same condition as when removed.
- K. The Sequence of Operations provided for in this contract, in conjunction with any staging details, which may be shown in the plans, is a suggested Sequence for performing the work. It is intended as a general staging plan for the orderly execution of the work while minimizing the impact on the mainline, cross-streets, and side streets. The Contractor shall develop detailed staging and traffic control plans for performing specific portions of the work, including but not limited to, traffic shifts, detours, bridge widening, paces, lane closures, or other activities that disrupt traffic flow. These plans shall be submitted for approval at least two weeks prior to the schedule date of the activity.
- L. As an alternative to the Sequence of Operations described herein, the Contractor may submit a Sequence of Operation for approval. A twenty-calendar day lead time for the Department's review shall be given this submission so that a decision on its acceptability can be made and presented at the Pre-construction Conference. Insufficient lead-time or no submission by the Contractor shall be construed as acceptance of the procedures outlined herein and the willingness to execute same.

The Department will not pay, or in any way reimburse the Contractor for claims arising from the Contractor's inability to perform the work in accordance with the Sequence of Operations provided in this Special Provision or the plans or from an approved contractor alternate.

II. ORDER OF WORK

A. NON-DIVIDED HIGHWAYS

- 1. The Contractor shall not simultaneously perform work on opposite sides of the roadway when the work is within 12 linear feet of the traveled way, unless such areas are separated by at least one mile of distance in rural areas or at least 500 linear feet of distance in urban areas.
- 2. Pilot vehicles will be required during resurfacing lane construction, minor widening projects, unless the Engineer determines they are not necessary.
- 3. On two-lane projects where full width sections of the existing sub-grade, base or surfacing is to be removed, and new base, sub-grade, or surfacing is to be constructed, the Contractor shall maintain one-lane traffic through the construction areas by removing and replacing the undesirable material for half the width of the existing roadway at a time. Replacement shall be made such that paving is completed to the level of the existing pavement in the adjacent lane by the end of the workday.

B. EXCAVATION

- 1. All areas within the limits of the project, which are determined by the Engineer to be damaged, due either directly or indirectly to the process of construction, shall be cleaned up, redressed, and grassed. All surplus materials shall be removed and disposed of as required.

2. When trenching is required for minor roadway or shoulder widening, all operations at one site shall be completed to the level of the existing pavement in the same workday.

III. ENFORCEMENT

In the event that compliance with the objectives stated herein or contained in the Contractor's approved alternate Sequence of Operation is not achieved the Engineer may close down all operations being performed except Traffic Control and Erosion Control. The Engineer may also withhold any payments due until all the requirements herein have been met.

IV. MEASUREMENT AND PAYMENT

There will be no special measurement or payment for the work described herein, and all cost, direct or indirect, of complying with the requirements of this Special Provision shall be included in the overall bid submitted, as shown in Section 150, Traffic Control.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

UTILITY CONFLICTS

Utility companies having known facilities that conflict with the construction of this project will be directed by the Department to adjust or relocate their facilities and will be notified of the contract award.

Conform to all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the project. Refer to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Subsection 107.21.

Coordinate the Work with any work to be performed by others in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where stage construction is required, notify the utility owner when each stage of work is completed, and the site is available for utility work to proceed.

Information concerning utility facilities known to exist within the project limits, including the list of owners, is shown on the plans.

Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities. The Department is required to give the utility at least 60 days written notice directing the removal and relocation, and the utility is required to begin removal within a reasonable time thereafter.

Under agreements with the Department, Georgia Power Company, Atlanta Gas Light Company, Southern Bell, all other local service telephone companies, all Electric Membership Cooperatives and certain other utilities, are liable to the Contractor for his cost for delays to construction that are due to the utility's failure to clear conflicts within reasonable time as may be approved by the Department or the Contractor. The Contractor may bill the utility company directly for any costs or delays as described in the agreement between the Department and the utility company. Such bill shall be sufficiently detailed to allow the utility company to verify that the charges are accurate and properly attributable to delays in relocation of their facilities. Upon request, copies of all agreements with utility companies having facilities on this project will be made available for examination by the Contractor at the Department's District Office.

In accordance with Subsection 105.06 of the Specifications, the Department is not liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them. In accordance with Subsection 107.21.G delays by utilities will continue to be considered by the Department in charging Contract Time. For purposes of applying provisions of this paragraph, railroads and the Metropolitan Atlanta Rapid Transit Authority (MARTA) are considered utilities.

SECTION IV - SPECIAL PROVISIONS

MODIFICATION OF STANDARD GDOT SPECIFICATIONS

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

DELETE:

REPLACE WITH:

101.10 Board	THE CATOOSA COUNTY BOARD OF COMMISSIONERS
101.13 Chief Engineer	THE CATOOSA COUNTY ENGINEER or Appointee acting directly or through his duly authorized representative
101.14 Commissioner	THE CHAIRMAN OF THE CATOOSA COUNTY BOARD OF COMMISSIONERS
101.22 Department	THE CATOOSA COUNTY BOARD OF COMMISSIONERS
101.24 Engineer	Same as 101.13 - Chief Engineer (above)
101.62 State Highway Engineer	Same as 101.13 - Chief Engineer (above)
101.63 State	THE CATOOSA COUNTY BOARD OF COMMISSIONERS
101.81 Treasurer	CATOOSA COUNTY CHIEF FINANCIAL OFFICER

SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

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

"The County will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations."

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

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

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

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

The Bidder shall purchase from the CATOOSA COUNTY Purchasing Office a Bid Form for each Letting Call Order Number in which the Bidder intends to submit a bid.

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

Subsection 102.07 REJECTION OF PROPOSALS: *Add the following subparagraphs*

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

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

Subsection 102.09 DELIVERY OF PROPOSALS: *Delete in its entirety and Substitute the following:*

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

Subsection 102.15 ADDENDA AND INTERPRETATION: *Add the following as 102.15:*

"No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the CATOOSA COUNTY Public Works Department, 800 LAFAYETTE STREET, RINGGOLD, GEORGIA 30736 or by email to Jeremy.bryson@catoosa.com. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted."

SECTION 103 AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

"Failure to execute the Contract, Contract Performance and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within 15 calendar days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the Bid guaranty to **CATOOSA COUNTY**, not as a penalty, but as liquidation damages sustained. At the discretion of the County, the award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised or constructed by County forces. The Contract and Contract bonds shall be executed in quadruplicate."

SECTION 104 SCOPE OF WORK

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

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

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

SECTION 107: LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Subsection 107.18 ACQUISITION OF RIGHT OF WAY: *Add the following paragraph:*

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

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

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

SECTION 108 PROSECUTION AND PROGRESS

Subsection 108.06 TEMPORARY SUSPENSION OF WORK: *(Federal Aid Projects) Delete Subsection 108.06 and substitute the following:*

The Engineer has the authority to suspend the Work wholly or in part, for as long as he may deem necessary, because of unsuitable weather, or other conditions considered unfavorable for continuing the Work, or for as long as he may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provisions of the Contract. If the performance of all or any portion of the Work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

Subsection 108.08 FAILURE OR DELAY IN COMPLETING WORK ON TIME

Subsection 108.08 Schedule of Deduction for Each Day of Overrun in the Contract Time (Table) *Delete Subsection 108.08 (Table only) Replace with the Following*

CONTRACTOR WILL BE ASSESSED LIQUIDATED DAMAGES IN THE AMOUNT OF \$ 500.00 PER DAY OF OVERRUN FOR FAILURE TO COMPLETE THE PROJECT BY THE COMPLETION DATE STATED IN THE CONTRACT.

Retain Subsection 108.08 and add the following:

Subsection 108.08 C.1.

Failure to comply with time restrictions listed in Section 150.11, Additional Traffic Control Requirements shall result in the assessment of liquidated damages in the amount of \$ 1,000.00 per Day

SECTION 109 MEASUREMENT AND PAYMENT

Subsection 109.07. A. GENERAL: *Delete in its entirety and substitute the following:*

A. GENERAL

At the end of each calendar month, the Prime Contractor shall estimate the total value of the Items of Work Completed and In-place and prepare a Detailed Estimate/Invoice for delivered to the County for Partial Payment. The Estimate/Invoice shall be emailed to Jeremy Bryson @ jeremy.bryson@catoosa.com for review. Such estimate is approximate only and may not necessarily be based on detailed measurements. Value will be computed on the basis of the Contract Item Unit Price or on percentage of completion of Lump Sum Items. COUNTY will review the Estimate/Invoice and make recommendation to the County for Payment or return the Estimate/Invoice to the Contractor for corrections or further clarification.

Subsection 109.08 FINAL PAYMENT: *Delete the first six (6) paragraphs in their entirety and substitute with the following:*

Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the COUNTY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the COUNTY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

The Contractor shall further provide a letter attesting to the fact that all vendors, subcontractors, employees, and others owed monies by him, for work, materials, equipment, or other costs on this project, have been or will be paid and that no other requests for payment will be made against the COUNTY, regarding this PROJECT.

Subsection 109.08.A. INTEREST: *Delete as written and substitute the following:*

INTEREST: In the event the Contractor fails to execute the *Final Supplemental Agreement* as prepared by the COUNTY because he disputes the amount of the final payment as stated therein, the amount due the Contractor shall be deemed by the Contractor and the Department to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the Department or by final judgment of the proper court in the event of litigation between the Department and the Contractor.

The Contractor specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the Contractor against the Department for any sum claimed by the Contractor under the Contract, for delay damages resulting from a breach of contract, for any breach of contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the Department to the Contractor in the final judgment entered in such suit.

All final judgments shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of

Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.