

TROUP COUNTY



CONTRACT DOCUMENTS FOR

STEWART ROAD OVER LONG CANE
CREEK BRIDGE REPLACEMENT

SPECIAL NOTICE 1

120 CALENDAR DAYS ARE ALLOWED FOR CONSTRUCTION ON THIS PROJECT. CONTRACTOR WILL BE ASSESSED LIQUIDATED DAMAGES IN THE AMOUNT OF \$750 PER CALENDAR DAY FOR FAILURE TO COMPLETE THE PROJECT ON SCHEDULE.

CONTRACTOR IS ALSO ADVISED THAT STEWART ROAD CAN BE CLOSED FOR 90 CALENDAR DAYS ON THIS PROJECT. CONTRACTOR WILL BE ASSESSED \$500 PER CALENDAR DAY FOR FAILURE TO RE-OPEN STEWART ROAD IN 90 CALENDAR DAYS.

CONTRACTOR IS ADVISED THAT 2 VARIABLE MESSAGE BOARDS WILL BE REQUIRED AT THE LOCATION OF THE ROAD CLOSURE OF STEWART ROAD FOR THE TWO WEEKS PRIOR TO THE ROAD CLOSURE. NO SEPARATE PAY ITEMS WILL BE INCLUDED; THE COST OF THESE ITEMS IS TO BE INCLUDED IN THE PRICE BID FOR TRAFFIC CONTROL.

CONTRACTOR IS REQUIRED TO SEND A PROPOSED COPY OF A DETOUR PLAN TO TROUP COUNTY FOR APPROVAL.

SECTION I

BID

TABLE OF CONTENTS

- Notice to Contractors
- Bid Form
- References
- List of Subcontractors
- Schedule of Items

SECTION I

NOTICE TO CONTRACTORS

Sealed bids will be received by the Board of Commissioners of Troup County, Georgia, in the Troup County Purchasing Department, 100 Ridley Avenue, Suite 3100, LaGrange, Georgia 30240 until 2:00 p.m. local time, **Tuesday, June 27, 2017** for:

STEWART ROAD OVER LONG CANE CREEK BRIDGE REPLACEMENT

This project consists of 0.151 miles of clearing & grubbing, removal of bridge, roadway widening, asphalt paving, striping and a new bridge.

Bids received after the stated time will not be accepted.

At 2:00 p.m. local time on the above date, the bids will be publicly opened and read aloud.

The Bid should be submitted in duplicate and include:

1. Completed Bid Form
2. References
3. List of Subcontractors
4. Schedule of Items
5. Contractor Affidavit and Agreement (E-verify)
6. Vendor Information
7. W-9

Form Nos. 5 – 7 can be obtained from the www.troupcountyga.org website.

Bidding Documents are available for viewing at the Troup County Finance Office, 100 Ridley Avenue, Third Floor, Suite 3100, Georgia 30240. A complete set of plans and documents may be purchased for \$ 150.00 per set (non-refundable) from:

American Engineers, Inc.
1634 White Circle
Suite 101
Marietta, Georgia 30066
Phone 770/421-8422

Troup County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Troup County Government should be directed to Tod Tentler, County Manager, (706) 883-1610.

All suppliers must submit a proposal guarantee with bid in the form of a bid bond, certified check or other security in the amount of five percent (5%) of the total bid. Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the

Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The payment bond and performance bond must have an A.M. Best rating of A-6 or higher.**

Individuals, firms and businesses seeking an award of a Troup County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Director named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

Questions regarding Bidding Documents, Drawings and Specifications should be directed to Tom Fravel, American Engineers, Inc., at tfravel@aei.cc no later than Tuesday, June 20, 2017.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the lowest responsible and responsive bidder. Troup County reserves the right to reject any or all bids, to waive technicalities, and to make an award as deemed in its best interest. Where Troup County provides forms for bid schedule and bond submissions, these forms must be used without exception. Any deducts to the bid must be itemized by the line item number in the bid schedule or Troup County will apply the deduct as it deems appropriate.

The Bidding Documents consist of the following, including all addenda issued therewith and forms referenced therein:

- Section I - Bid
- Section II - Contract Documents

BID FORM

To: THE BOARD OF COMMISSIONERS
TROUP COUNTY, GEORGIA
LAGRANGE, GEORGIA 30240

Gentlemen:

In compliance with your Notice to Contractors, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with Troup County, to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

STEWART ROAD OVER LONG CANE CREEK BRIDGE REPLACEMENT

The Bidder has carefully examined and fully understands the Contract, Plans, Specifications, and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the Troup County in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, 2013 Edition, General Conditions, Supplements thereto (Published and Not Published) and Special Provisions modifying them. All materials used in the process of completion of the work included in the contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed, and to complete the work on STEWART ROAD OVER LONG CANE CREEK BRIDGE REPLACEMENT in 120 calendar days. If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the County as liquidated damages and not as a penalty, (1) \$750 per calendar day for failure to complete the work on Stewart Road in 120 calendar days, (2) \$500

per calendar day for failure to re-open Stewart Road to traffic in 90 calendar days, all as liquidation of the extra expense incurred by the county and liquidated damages to the county. Liquidated damages will continue until the contract is complete.

If this bid shall be accepted by the Troup County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required, within ten days from the date of Notice of Award of the Contract, then the Troup County may at its option, determine that the undersigned abandoned the Contract and thereupon this bid shall be null and void.

Bidder acknowledges receipt of the following addenda:

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

bidder further declares that the full name and resident address of all persons and parties interested in the foregoing bid as principals, are as follows:

Signed, sealed, and dated this _____ Day of _____,

Bidder: _____ (Seal)
Company Name

Bidder Mailing Address:

By: _____

Title: _____

REFERENCES

Troup County requires a minimum of three, (3) references where work of a **similar size and scope** has been completed, **in the last (3) three years**.

1. Company Name _____

Brief Description Of Project _____

Completion Date _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

2. Company Name _____

Brief Description Of Project _____

Completion Date _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

3. Company Name _____

Brief Description Of Project _____

Completion Date _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

Company Name _____

Note: References should be customized for each project vs. submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project bidding for. DO NOT submit a project list in lieu of this form.

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 AND ADDRESS	TYPE OF WORK

Company Name: _____

Item Number	Item Description	Units	Quantity	Unit Cost	Total Cost
150-1000	TRAFFIC CONTROL	LS	1		
163-0232	TEMPORARY GRASSING	AC	0.4		
163-0240	MULCH	TN	16		
163-0300	CONSTRUCTION EXIT	EA	1		
163-0503	CONSTRUCT & REMOVE SILT CONTROL GATE, TP 3	EA	1		
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	12		
163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	EA	2		
165-0030	MAINTENANCE OF SILT FENCE, TP C	LF	800		
165-0040	MAINTENANCE OF CHECK DAMS/DITCH CHECKS	EA	12		
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	1		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1		
165-0110	MAINTENANCE OF ROCK FILTER DAM	EA	2		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	1600		
210-0100	GRADING COMPLETE	LS	1		
211-0030	BRIDGE EXCATVATION, STREAM CROSSING	CY	645		
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	125		
310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	SY	1800		
402-1812	RECYCLED ASPH CONC LEVELING, INC BIT MAT & LIME	TN	10		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2, INCL BITUM MATL & H LIME	TN	170		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	TN	315		
413-1000	BITUM TACK COAT	GL	200		
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	125		
433-1000	REINF CONC APPROACH SLAB	SY	240		
500-0100	GROOVED CONCRETE	SY	233		
500-1006	SUPERSTR CONCRETE, CL AA, BR NO- 1(84)	LS	1		
500-2100	CONCRETE BARRIER	LF	140		
500-3101	CLASS A CONCRETE	CY	30		
507-9003	PSC BOX BEAMS, TYPE III	LF	273		
511-1000	BAR REINF STEEL	LB	3774		
511-3000	SUPERSTR REINF STEEL, BR NO-1(1593)	LS	1		
520-0353	H-PILE POINTS, HP 12X53	EA	8		
520-1125	PILING IN PLACE, STEEL H, HP 12X53	LF	194		
520-4125	LOAD TEST, STEEL H, HP 12X53	EA	2		
520-5000	PILOT HOLES	LF	40		
540-1101	REMOVAL OF EXISTING BRIDGE	LS	1		
550-2240	SIDE DRAIN PIPE, 24 IN, H 1-10	LF	32		
550-4124	FLARED END SECTION 24 IN, SIDE DRAIN	EA	2		
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	300		
603-7000	PLASTIC FILTER FABRIC	SY	300		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	31		
636-2070	GALV STEEL POSTS, TP 7	LF	52		
641-1100	GUARDRAIL, TP T	LF	84		
641-1200	GUARDRAIL, TP W	LF	313		
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	2		
641-5015	GUARDRAIL ANCHORAGE, TP 12A, 31 IN NON-FLARED, ENERGY ABSORBING	EA	2		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	1500		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	1500		
654-1001	RAISED PVMT MARKERS TP 1	EA	40		
700-6910	PERMANENT GRASSING	AC	0.8		
700-7000	AGRICULTURAL LIME	TN	1.6		
700-8000	FERTILIZER MIXED GRADE	TN	0.8		
700-8100	FERTILIZER NITROGEN CONTENT	LB	160		
711-0100	TURF REINFORCING MATS, TP 1	SY	265		
716-2000	EROSION CONTROL MATS, SLOPES	SY	575		
				Total =	

SECTION II

CONTRACT DOCUMENTS

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- Contract
- Performance Bond
- Payment Bond
- Insurance Requirements
- General Conditions
- General Instructions for Bidders
- Special Provisions

SECTION II

CONTRACT

This **CONTRACT** made and entered into this _____ day of _____, 20____ by and between Troup 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 the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing bid made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions, and this Contract, shall all form essential parts to this Contract. The work covered by this Contract includes all work shown on plans and specifications and listed in the conditions and specifications to wit:

STEWART ROAD OVER LONG CANE CREEK BRIDGE REPLACEMENT

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within 120 calendar days on Stewart Road over Long Cane Creek Bridge Replacement.

If said work is not completed within the times stated, the Contractor shall be liable and hereby agrees to pay the County as liquidated damages and not as a penalty, (1) \$750 per calendar day for failure to complete the work on Stewart Road in 120 calendar days, (2) \$500 per calendar day for failure to re-open Stewart Road to traffic in 90 calendar days, all as liquidation of the extra expense incurred by the County and liquidated damages to the County. Liquidated damages will continue until the contract is complete.

The County shall pay and the Contractor shall receive the prices stipulated in the bid hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed (\$) based on the bid which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the County that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the County 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 the County to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Contract, Troup County shall pay to the Contractor, within thirty (30) days of receipt of any payment request based

upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that Troup County fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the County shall pay the Contractor interest at the rate of 1/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the Contract and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

TROUP COUNTY, GEORGIA

By: _____
Patrick Crews, Chairman
Troup County Board of Commissioners

ATTEST:

Signature

Print Name
Cheryl May, County Clerk, Troup County
Board of Commissioners

APPROVED AS TO FORM:

Signature
Jerry Willis, Troup County Attorney

CONTRACTOR: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

PERFORMANCE BOND

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

Troup _____ County _____ Board _____ of _____ Commissioners _____
(Name of Obligee)

100 _____ Ridley _____ Avenue, _____ LaGrange, _____ Georgia _____ 30240
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract 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 to 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 contract, hereto attached, with the Obligee.

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 contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, 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 contract 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 Contract 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 Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

TROUP COUNTY, GEORGIA

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

<u>BONDING AGENT CONTACT INFO</u>	
Print _____	Name _____
_____	Company Name _____
_____	E-Mail _____
_____	Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. 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.

TROUP COUNTY, GEORGIA

BOND # _____

PAYMENT BOND

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

Troup _____ County _____ Board _____ of _____ Commissioners _____
(Name of Obligee)

100 _____ Ridley _____ Avenue, _____ LaGrange, _____ Georgia _____ 30240
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract 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 to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

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

TROUP COUNTY, GEORGIA

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 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 Contract 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 Contract 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 Obligee, to the person and at the address provided for in the Contract, 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 Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

TROUP COUNTY, GEORGIA

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

BONDING AGENT CONTACT INFO

Print _____ Name _____

_____ Company Name _____

_____ E-Mail _____

_____ Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. 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.

CONSTRUCTION INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverages must apply:
 - * 1986 (or later) ISO Commercial General Liability Form
 - * Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - * Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations))
 - * Blanket Contractual Liability
 - * Broad Form Property Damage
 - * Severability of Interest
 - * Underground, explosion, and collapse coverage
 - * Personal Injury (deleting both contractual and employee exclusions)
 - * Incidental Medical Malpractice
 - * Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverages must apply
 - * Additional Insured Endorsement
 - * Concurrency of Effective Dates with Primary
 - * Blanket Contractual Liability
 - * Drop Down Feature
 - * Care, Custody, and Control - Follow Form Primary
 - * Aggregates: Apply Where Applicable in Primary
 - * Umbrella Policy must be as broad as the primary policy

5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount.
6. Troup County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
7. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
8. Certificate Holder should read:
Troup County Board of Commissioners
100 Ridley Avenue
LaGrange, Georgia 30240
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-6 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
14. 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.

15. 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 Troup County as to form and content has been filed with Troup County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
16. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
18. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
19. 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.
20. 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.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, 2013 Edition, Supplemental thereto (Published and Not Published) and Special Provisions modifying them, except as noted below.

Modification of Standard Specifications

<u>SECTION 101</u>	<u>DEFINITION</u>	<u>AND TERMS</u>
Section 101.14 COMMISSIONER	Delete as written and substitute the following: THE TROUP COUNTY BOARD OF COMMISSIONERS	
Section 101.22 DEPARTMENT	Delete as written and substitute the following: THE TROUP COUNTY BOARD OF COMMISSIONERS	
Section 101.24 ENGINEER	Delete as written and substitute the following: THE TROUP COUNTY, DIRECTOR OF TRANSPORTATION, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVE.	
ADD Section 101.83 COUNTY	THE TROUP COUNTY BOARD OF COMMISSIONERS	
ADD Section 101.84 AEI	AMERICAN ENGINEERS, INC.	

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 PREQUALIFICATION OF BIDDERS

Delete in its entirety and substitute the following:

Bids in excess of \$500,000 will be considered only from experienced and well equipped Contractors engaged in work of this type and magnitude, and the Contractors must be on the Georgia Department of Transportation "Prequalified Contractors" list at the time of the bid opening and have received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board, prior to the bid opening.

Bidders may be required to submit additional 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."

Section 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."

Section 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 the Troup County, Georgia."

Section 102.09 DELIVERY OF PROPOSALS

Delete in its entirety and substitute the following:

"Bids should be submitted in duplicate in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

Troup County Purchasing Department
Bid for Construction
Bid Number
Date and Hour of Bid Opening
Company Name

Bid shall be submitted on the Bid Form provided by the County.

The bid package as described in Notice to Contractors, Page I-1 should be submitted with the bid. Failure to do so may result in the rejection of the bid."

ADD Section 102.19 ADDENDA AND INTERPRETATION

"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 Diana Evans, Troup County Purchasing Director at devans@troupco.org. Any request not received in time to accomplish such interpretation and distribution may not be accepted."

SECTION 103 AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

"The contract, if awarded, shall be awarded to the lowest responsive and responsible bidder. Troup 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 60 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 the Project will be opened and read. If only one bid is received on the Project and the amount of that bid is equal to or less than the County's cost estimate for the Project, that bid may be used.

If only one bid is received and the amount of that bid exceeds the County's cost estimate for the Project, the County may, at its option, award the contract, or reject the bid and readvertise, perform the work itself, or abandon the Project.

The successful Bidder will be notified by letter to the address shown on his Bid that his Bid has been accepted and that he has been awarded the Contract."

SECTION 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."

Section 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 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 Troup County, not as a penalty, but as liquidation of 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 duplicate."

SECTION 104 - SCOPE OF WORK

SECTION 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 alternation, 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 Sub-Section 105.13. Any Force Account Agreement must be in writing, specifying the terms of payment, signed by the County and agreed to in writing by the Contractor.

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

SECTION 105 - CONTROL OF WORK

105.13 CLAIMS FOR ADJUSTMENTS AND DISPUTES:

Retain as written and add the following to Sub-Section 105.13.B.7:

“Stand-By Rate will be 50 percent of the operating rate.”

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Delete the paragraph and substitute the following:

“The Contractor shall indemnify and save harmless the County, the engineer, and their agents and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding The Work; or through use of unacceptable materials in constructing The Work; or because of any act of omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen’s Compensation Act, or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be withheld for the use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.”

Section 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

108.1 SUBLETTING OF CONTRACT

Retain this Section as written and add the following:

“In accordance with the provisions stated above, the following items are designated Specialty Items whenever they appear in the Contract:

- All Grassing Items
- All Fencing Items
- All Highway Lighting Items
- All Highway Sign Items
- All Guardrail Items (Except Bridge Handrail)
- All Utility Items
- All Comfort and Convenience Facilities in Rest Areas
- All Landscaping Items
- All Pressure Grouting, Slab Removal and Replacement
- All Permanent Traffic Markings
- All Signal Systems
- All Railroad Trackwork above Sub-ballast
- Construction Layout

The cost of the above items will be subtracted from the original Contract Amount and the subsequent balance used to determine the percent limitation mentioned above.

If the Contractor elects to sublet a Specialty Item, no work on any such Specialty Items shall be begun without prior approval of the necessary Subcontract.

The Contractor's cost for Construction Layout shall be fully documented prior to deduction from the original Contract amount.

Contractor providing utility work must have a current valid Utility Contractors License.”

108.2 NOTICE TO PROCEED:

Retain as written except as follows:

Delete the second paragraph which begins "Within 10 calendar days " and substitute the following:

“Within 10 calendar days after the Notice to Proceed has been issued, the Contractor shall begin the work. Contract Time charges for Available Day and Calendar Day projects will begin on the date the Contractor starts to work, or 10 days after the Notice to Proceed, whichever comes first. For Completion Date Projects Contract Time charges shall begin on the day after the Notice to Proceed.

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 provision 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.”

SECTION 109 MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete the second Paragraph under "A. General"

ADD the following to "A. General"

“1. The Department shall retain 5% of the gross value of the completed work as indicated by the current estimate certified by the Engineer for payment.

2. There will be no consideration for reduction of retainage until Final Payment as defined in 109.08.”

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute 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."

- A. 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."

SECTION 149 - CONSTRUCTION LAYOUT

SECTION 149.3.01 CONSTRUCTION REQUIREMENT – PERSONNEL

Delete this section and ADD:

"The County will furnish sufficient control points from which the centerline can be re-established by the Contractor. It will be the responsibility of the Contractor to check these for accuracy and report any discrepancies, which are found to the Engineer.

After the Contractor has verified the accuracy of the existing centerline, the control points are to be referenced and a permanent written record of the location will be provided to the Engineer, which will become the property of Troup County.

The Contractor shall read and record original ground elevations in all cut areas before excavation begins. A permanent written record shall be maintained and provided to the Engineer, which will become the property of Troup County.

The Contractor shall establish existing and final contours of any lakes or ponds affected by construction of the project as provided in Section 166, Restoration or Alteration of Lakes and Ponds, when applicable."

SECTION 700 - GRASSING

SECTION 700.1 Description

Retain as written and add the following:

“Type of grass or sod used on this project will be required to match any type of grass or sod which may be planted and growing on the adjacent lawn (i.e., Bermuda sod for Bermuda sod, Zoysia for Zoysia, etc.). Costs to be included in price bid for grassing - lump sum.”

SECTION 700.3.05.B GRASSING – CONSTRUCTION REQUIREMENTS- CONSTRUCTION-GRASSING ADJACENT TO EXISTING LAWNS

Delete in entirety and add the following:

- B. GRASSING ADJACENT TO EXISTING LAWNS: Where grassing is required in areas adjacent to any residential or commercial lawn, the ground will be prepared as required in this Sub-Section and will include uniformity with the adjacent landscaped or improved area. Ground preparation will include the handraking or other acceptable methods for removal of rocks, clods, roots or any other undesirable object or objects which would interfere with normal maintenance or mowing with residential type equipment. No modification of the Contract Unit Price will be made for this provision. Bituminous treated mulch may be deleted in these areas and substituted by 1680 Kg/ha of wood fiber mulch with tackifier if, in the judgment of the Engineer, bituminous treated mulch would be detrimental to other portions of the work. White Dutch and/or Crimson Clovers will be deleted from the seed mixture used in residential and commercial or other landscaped areas as directed by the Engineer.

SECTION 700.3.07 – CONTRACTOR WARRANTY AND MAINTENANCE

Delete A.3 and add the following

- 3. “Mowing
Mow seeded areas of median, shoulders, and front slopes at least every 2 months. Avoid damaging desirable vegetation.

In addition, mow as necessary to prevent tall grasses from obstructing signs, delineation, traffic movements, sight distance, or otherwise becoming a hazard to motorists.

Do not mow lespedezas or tall fescue until after the plants have gone to seed.”

SEQUENCE OF OPERATIONS

I. GENERAL:

- A. The purpose of this Special Provision is to provide for a sequence of Construction procedures for the construction of the above noted Project, and for coordination of a Sequence of Operations between this project and existing roads that cross and/or pass through certain portions of the Project.
- B. This Special Provision is a supplement to the Standard Specifications setting forth specific procedures, and does not relieve the Contractor of any responsibilities placed upon him by the Standard Specifications.
- C. Article 104.05 Maintenance During Construction:
 - A. Detours outside of Right of Way: Retain and expand as follows:
 - 1. Where the proposed work has made the use of bypasses or detours necessary, the Contractor shall schedule the work to reduce their use to an absolute minimum time. Minimum time is defined as that time needed to effectively and continuously prosecute the work, within the provisions of the Specifications, to such point that traffic may safely use the permanent facility.
 - 2. Where traffic is permitted through The Work as staged, the Contractor may choose to construct, at his own expense, temporary bypasses or detours in order to expedite The Work. Plans for such temporary bypasses or detours must be approved by The Engineer prior to construction. Such bypasses or detours shall be removed promptly when they are, in the opinion of the Engineer, no longer necessary for the satisfactory progress of the work.
- D. During the life of this contract other, including but not limited to, Department contractors and utility owners, will be working on this project or related projects in this area. The Contractor's attention is directed to the requirements of Standard Specifications Section 105 - Control of Work, with particular attention to sub-section 105.07 - Cooperation Between Contractors.
- E. Delays to Traffic:

When construction necessitates temporary suspension of an existing traffic signal operation, the Contractor shall furnish an off-duty police officer to regulate and maintain traffic control at the site.

The Contractor will, pursuant to the 'INSURANCE REQUIREMENTS' of this contract, provide full liability and workers compensation coverage for persons performing this function and agrees that such persons are included and incorporated into the basic agreement between the parties wherein the Contractor 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.

- F. 107.07 - Public Convenience and Safety, is expanded or modified as follows:

Traffic whose origin or destination is within the limits of the Project shall be provided ingress and egress at all times unless otherwise stipulated in Part VI below. The ingress and egress is to include entrance and exit via driveways at the various properties and access to intersecting roads, streets, and interchange ramps. The Contractor shall maintain sufficient personnel and equipment on the Project at all times, particularly during inclement weather, to insure that ingress and egress are provided when and where needed.

No resident or business shall be denied vehicular access to their property for any length of time other than that which is absolutely necessary, and as determined the Engineer.

II. ORDER OF WORK:

- A. The Contractor shall plan and prosecute the work such that disruption to personal property and business is held to a practical minimum.

All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of each drainage structure or section of curb and gutter, sidewalk, or driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration runoff.

- B. Specific reference is made to Article 104.05 of the Standard Specifications - Maintenance During Construction, which is expanded or modified as follows: All outfall ditches, channel relocations, detention basins, critical storm drainage structures, etc., shall be constructed prior to the beginning of grading operations so that the best possible drainage will be in effect during construction of the Project.

- C. Grading, grassing, and erosion control shall be a continuous operation to the extent that no embankment or backslope will be left unmulched and/or ungrassed, and/or unprotected, so as to cause siltation beyond the right of way of the Project.

- D. Rock, boulders or debris removed during construction shall not be left on the project in any area where they may be subject to a vehicle running off the road and striking them.

- E. Specific reference is made to Sub-Section 107.09 -Barricades, Danger, Warning and Detour Signs, which is expanded or modified as follows:

Work causing constriction of traffic flow shall not be performed at two different locations on the same side of the roadway within 1/2 mile section in rural areas or within a 500-foot section on urban construction.

Work shall be performed on only one side of the existing roadway at any time within any 1/2 mile section.

When not in use, all striped barrels, signs, or other traffic control devices shall be either masked or removed and faced so as not to confuse the traveling public.

- F. When all or portions of a project are to be constructed under traffic the following requirements will apply:
1. Contractor's Vehicles: The Contractor's vehicles will be required to travel with the normal traffic flow.
 2. In order to provide the greatest possible convenience to the public in accordance with the Sub-Section 107.07, the Contractor shall remove all lane closure markings and devices immediately when lane closure work is completed or temporarily suspended for any length of time.
 3. Painted Traffic Stripe, Section 652, Thermoplastic Traffic Stripe, Section 653, and Raised Pavement Markers, Section 654: The installation work on these items shall be scheduled as early as possible in the Sequence of Operations. Reference is made to Section 150 for Temporary Striping.
 4. Cleaning Up and Finishing: At the end of work each day the Contractor will be required to remove all debris, stockpiled materials, equipment, tools and any other hazards on the pavement to a safe location as far as practical from the travel lane, so as not to block sight distance at any intersecting road or driveway. It may be necessary for the Contractor to provide additional protection for these areas in the form of additional barrels, barricades, temporary barrier or any other means necessary to protect the safety of the traveling public along the project limits. No separate payment will be made for any additional safety measures. This work to be included in price bid for Traffic Control.
 - a. All areas within the limits of the Project, which are determined by the Engineer to be unnecessarily 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. This is not a payment item and shall be done without additional compensation.

- G. As an alternate to the sequence described above the Contractor may submit for approval his own Sequence of Work plan. Sufficient lead time for the Department's

review shall be given this submission so that a decision on its acceptability may be given at the Preconstruction Conference. Insufficient lead time or no submission by the Contractor shall be construed as his acceptance of the procedures outlined below and his willingness to execute same.

The County will not pay, or in any way reimburse the Contractor for claims to the Contractor's inability to perform his work in accordance with the Sequence provided in this Special Provision.

III. EQUIPMENT NOISE:

All equipment used on the Work shall come equipped with factory installed mufflers or manufacturer's recommended equivalent in good condition. These mufflers shall be maintained in good condition throughout the life of the Contract. In areas of existing subdivisions, equipment will not operate between the hours of 10:00 pm and 7:00 am, seven days a week.

IV. SPECIAL CONDITIONS:

- A. The Contractor may be responsible for removal of any existing highway signs and guardrail, bridge timber decking, and stockpiling them in a safe place until they are picked up by Troup County Maintenance Department. Material to be stockpiled will be determined by the engineer.
- B. Phase Construction will be as indicated on the Plan and Cross Section Sheets and in this document. The Contractor may propose an alternate to the Sequence of Work shown in the plans, provided that he complete the project on or before the Available Days as provided in the Contract, and at no increase in cost to the County. Any alternate Sequence of Work plan shall be subject to the approval of the Engineer.
- C. Any traffic pattern changes from the normal existing flow will require the approval of the Transportation Engineer, Troup County. Two (2) weeks prior notice will be required. The Contractor will coordinate the contact with the Troup County through the Project Inspector assigned to the Project.
- D. In accordance with Section 105.07 of the Georgia Department of Transportation Standard Specifications and all current Supplemental Specifications, cooperation between contractors and coordination of construction will be required.
- E. Prior to placement of temporary or permanent pavement markings, pre-lining of all areas must be approved by the Transportation Engineer, Troup County, and will be coordinated by the Contractor through the Project Inspector assigned to the Project. The Contractor will provide all necessary temporary traffic control and lane closures to allow for prelining to be accomplished as directed by the engineer. A 48-hour notice will be required. All projects constructed under the Troup County Road Improvement Program will require the placement of temporary raised pavement markers on all traffic shifts. A traffic shift is defined as the rerouting of

traffic to a new location and temporary raised pavement markers will be used to delineate the centerline through the transitions and includes the tangents and curves. It is the intent of this Specification to provide raised pavement markers from the first move of traffic through the final location of the traffic lanes after the surface mix and permanent raised pavement markers has been placed. The cost of the temporary raised pavement markers will be included in the Lump Sum Bid for Traffic Control.

- F. Section 107.13.F, Mailboxes, of the 2013 Standard Specifications is deleted in its entirety and the following is to be substituted:

The Contractor shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron. It may be necessary for the Contractor to confer with the Post Office serving the area.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damaged posts and/or mailboxes shall be replaced and installed by the Contractor at his expense, excluding mailbox enclosures of masonry construction. The Contractor will provide a new mailbox for any existing mailboxes, which cannot be relocated.

Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price.

- G. The Contractor shall provide off road parking areas within the construction zone and away from the intersecting streets or roads. The unauthorized parking of employees' vehicles and/or equipment will not be permitted along the shoulders or adjacent to the active traffic on any road or street in Troup County. It will be the Contractor's responsibility to prevent the violation of this provision. Failure to comply with the terms of this provision will result in the suspension of the work.
- H. Access to the Project, including parking and work areas, is to be provided by the Contractor and will be constructed from the County roads and not through any subdivision streets or other areas not constructed for major traffic and will be subject to the approval of the Engineer.
- I. Use of subdivision streets, as a haul route will not be permitted unless special permission is granted by the Troup County Public Works.

V. ENFORCEMENT:

In the event that compliance with the objectives stated herein are not achieved, the Engineer in charge of the work will close down all operations being performed, except erosion control and traffic control. The Engineer may also withhold any payments due, when necessary, until all requirements herein have been met.

VI. MEASUREMENT AND PAYMENT:

There will be no separate measurement or payment for the work described herein, and all costs, direct or indirect, of complying with the requirements of this Special Provision shall be included in the overall bid submitted or as "Traffic Control - Lump Sum".

VII. STAGE CONSTRUCTION:

In order to follow good construction procedures and minimize inconvenience to the traveling public, it will be necessary to maintain traffic through the construction areas where practical. This will be accomplished by utilizing existing roadways and staging construction.

1. The Contractor is responsible for erecting and maintaining all barricades and signs in accordance with MUTCD. Costs to be included in price bid for traffic control.
2. The Contractor will notify the Troup County Department of Transportation two (2) weeks in advance of any lane closings so a public announcement can be made.
3. Access is to be provided to the adjacent areas along the project at all times.
4. Lane closures will not be allowed before 9:00 AM or after 4:00 PM daily.

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.

It will be the Contractor's responsibility to conform with 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. The Contractor's attention is directed to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Article 107.21.

It shall be the responsibility of the Contractor to coordinate his 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 without undue delay. Where stage construction is required it shall be the Contractor's responsibility to 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.

It shall be the responsibility of the Contractor to determine the estimated time for relocation and adjustment of facilities of all utility companies and to consider in his bid all such relocations and adjustments.

In accordance with Article 105.06 of the Specifications, the Department shall not be liable for payment of any costs 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. Delays by utilities will continue to be considered by the Department in charging Contract Time in accordance with Article 107.21G

The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his work.

It shall be the responsibility of the Contractor to coordinate his 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 without undue delay.

The Contractor will be required to locate and reference all water meters and water valves within the construction limits. The reference points are to be located so that the references will not be disturbed and the location of the meters and valves can be re-established. A permanent written record of the reference points will be made and a copy will be furnished to the Engineer. Access to fire hydrants will be maintained at all times. All water valves that are to remain in the areas of construction are to be checked after asphaltic concrete has been placed to ensure access at all times.

Georgia law requires that a telephone call or adequate notice must be given 3 days before work is to begin. The notice will remain in effect for 10 working days from the date the Utilities Protection Center is notified. In the Atlanta Area, the Contractor is to call 811 and throughout Georgia the Contractor is to call 1-800-282-7411.

The contractor's attention is directed to the plan set for the name of the utility owners and the type of facilities involved.

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

- 1. FAILURE TO USE COUNTY BID SCHEDULE.**
- 2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.**
- 3. FAILURE TO RETURN APPLICABLE ADDENDA.**
- 4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.**
- 5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.**
- 6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION.**