

**SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS**

For

**City of Hawkinsville  
2025 LMIG PROJECT**

**Resurfacing of portions of  
N. Lumpkin Street and Industrial Blvd**

**Hawkinsville GA**

**January 2025**

**56 Broad Street  
Hawkinsville, Ga 31036  
478-892-3240**

**HAWKINSVILLE GEORGIA  
2025 LMIG**

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SECTION 00100

**INVITATION TO BID**

Sealed Bids will be received at Hawkinsville City Hall

Located at

56 Broad Street, Hawkinsville, GA 31036

until

**3:00 PM on Tuesday, March 4, 2025**

for the following project:

**HAWKINSVILLE, GEORGIA**

**2025 LMIG**

**Resurfacing of portions of N. Lumpkin Street and Industrial Blvd**

Bid and Contract Documents are available electronically sent via email.

Please email Sara Myers at [sara@hawkinsvillega.net](mailto:sara@hawkinsvillega.net)

For an electronic copy of the bid package and contract documents.

Bid Proposals will be accepted via hard copy (mail or hand delivery) and via email to

[sara@hawkinsvillega.net](mailto:sara@hawkinsvillega.net).

**The City of Hawkinsville reserves the right to accept or reject any or all bids  
and to waive technicalities.**

**All potential bidders must be pre-qualified by GDOT**

## SECTION 00200

### INSTRUCTIONS TO BIDDERS

1. Defined Terms: The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Proposal and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids.)
2. Copies of Bidding Documents:
  - 2.1 Complete sets of Bidding Documents must be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
  - 2.2 Owner in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.
3. Qualifications of Bidders: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request, written evidence, such as financial data, previous experience, past litigation history, present commitments and other such data as may be called for in the General Conditions. **Each bidder must be prequalified on the GDOT approved contractors list.**
4. Examination of Contract Documents and Site:
  - 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bidding Documents thoroughly, (b) visit the sites to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Bidding Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Bidding Documents.
  - 4.2 (OMITTED)
  - 4.3 (OMITTED)
  - 4.4 (OMITTED)
  - 4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work

and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Bidding Documents.

4.6 (OMITTED)

4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Paragraph 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda:

5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

6. Bid Security:

6.1 All bids must be accompanied by a Bid Bond in the amount not less than ten percent (10%) of the Total Base Bid. Performance and Payment Bond, each in the amount of one hundred percent (100%) of the total contract amount, will be required of the successful bidder at execution of contract. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of Treasury, Circular 570, latest edition.

7. (OMITTED)

8. Indemnification: The Contractor must agree to indemnify and to hold the Owner, its employees, and agents harmless from any and all claims for damages to persons and/or

property arising out of or in any way connected with the performance by Contractor of any work, services, or functions contracted for.

9. Contract Time: The number of days within which, or the dates by which, the Work is to be completed and ready for final payment on or by **120 days after Notice To Proceed** and is set forth in the Proposal and the Agreement.
10. Liquidated Damages: As time is an essential element in this contract, all work shall be completed within the allotted time as specified in item nine (9) above. For each calendar day that any portion of the road construction shall remain uncompleted after the end of the time specified, the amount of One Hundred Ten Dollars per calendar day (\$110.00/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.
11. Substitute or "Or Equal" Items: The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Owner at least fifteen days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If Owner approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. This paragraph will only apply to major material and equipment listed in the Proposal.
12. Subcontractors, Suppliers and Others:
  - 12.1 If the General Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. Each Subcontractor, Supplier, person or organization shall be on the GDOT list of approved subcontractors and material sources. The Contractor shall provide Owner with a copy of an E-Verify Subcontractor Affidavit for each subcontractor intended to employ on the project. If Owner after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid

price.

- 12.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.
- 12.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

13. Proposal:

- 13.1 The Proposal is included with the Bidding Documents; additional copies may be obtained from Owner.
- 13.2 All blanks in the Proposal must be completed in ink or by typewriter.
- 13.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 13.5 All names must be typed or printed below the signature.
- 13.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal).
- 13.7 The address and telephone number for communications regarding the Bid must be shown.

14. Submission of Bids:

- 14.1 Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder or via email to [sara@hawkinsvillega.net](mailto:sara@hawkinsvillega.net). **The Contractor's E-Verify Company Identification Number shall also be marked on the outside of the envelope and a notarized contractor affidavit enclosed.** If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. **A completed W-9 form will also be required.**

15. Modification and Withdrawal of Bids:

15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and any Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

17. Opening of Bids: Bids will be opened after the specified time and date. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the bid tabulations have been made.

17. Bids to Remain Subject to Acceptance: All bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, and in accordance with Instructions to Bidders, Section 15.2, release any Bid and return the Bid security prior to that date.

18. Award of Contract:

18.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

18.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form and prior to the Notice of Award.

18.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

18.4 Owner may conduct such investigations as Owner deems necessary to assist in the



evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.

- 18.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.
- 18.6 If the Contract is to be awarded, Owner will give the Successful Bidder a written Notice of Award within sixty days after the day of the Bid opening.
- 18.7 The Owner reserves the right to award the contract conditional upon funds being made available for such construction.
19. Contract Security: CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the General Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 19.1 When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds.
20. Taxes: The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemption and complying with all requirements. The Contractor shall include all Federal, State and local taxes in his bid. The Contractor shall indemnify, defend and hold harmless, Owner, and their employees, agents and representatives from and against any and all claims, damages, losses, penalties, fines and tax liabilities whatsoever resulting from Contractor's failure to include such taxes in his bid, pay any such tax or comply with any applicable tax requirements or statutes.
21. Signing of Agreement: When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds, E-Verify and S.A.V.E. Affidavits. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.
22. Laws and Regulations: The Contractor shall keep himself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the Work, or the materials used in the Work, or in any way affecting

the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner. He shall at all times, himself, observe and comply with all such existing and future laws, ordinances and regulations and shall protect and indemnify the Owner and its agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by himself or by his employees.

22.1 The Successful Bidder will be required to provide the OWNER with E-Verify and S.A.V.E. affidavits.

23. Non-Segregated Facilities: Bidders must certify that they do not and will not, maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed or national origin. Execution of the "Certification of Non-Segregated Facilities" contained within these documents must be accomplished and submitted with the Bid.

END OF SECTION

SECTION 00210

NOTICE TO BIDDERS

1. Bids may be submitted in hard copy form by mail or hand delivered or via email to [sara@hawkinsvillega.net](mailto:sara@hawkinsvillega.net) but no later than the specified time and date.
2. The Proposal shall be filled out completely and must be signed by a person having authority to legally obligate the Bidder. If the Bidder is a corporation, the Seal of the Corporation must be attached to the Proposal form.
3. Bid shall be good for 60 days after the bid date.
4. Performance Period is 120 calendar days after the issuance of the Notice to Proceed.
5. Liquidated Damages are \$110.00 per calendar day after the completion date.
6. Licensing: **Each bidder must be prequalified on the GDOT approved contractors list.**
7. (OMITTED)
8. The CONTRACTOR will provide the OWNER with E-Verify and S.A.V.E. affidavits.

END OF SECTION

SECTION 00400

PROPOSAL

Hawkinsville, Georgia  
2025 LMIG

To: Hawkinsville City Hall  
Place: 56 Broad Street  
Hawkinsville, GA 31036

Date: Tuesday, March 4, 2025

Time: 3:00 PM

Email: sara@hawkinsvillega.net

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a corporation organized and existing under the laws of the State of Georgia.

TO: City of Hawkinsville Board of Commissioners  
56 Broad Street  
Hawkinsville, GA 31036

Gentlemen:

The Bidder, in compliance with your Instruction to Bidders for the **Hawkinsville 2025 LMIG**, having examined the maps and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

The work to be done consists of furnishing all materials and performing all labor necessary to complete the **Hawkinsville 2025 LMIG Project** that consists of resurfacing portions of N. Lumpkin Street and Industrial Blvd. All work shall be done in accordance with the following: GDOT Specifications.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work on or before **120 days after Notice To Proceed** thereafter as stipulated in the specifications.

As time is an essential element in this contract, all work shall be completed within the allotted time as specified on Page 00500-1. For each calendar day that any portion of the roadway construction shall remain uncompleted after the end of the time specified, the amount of One Hundred Ten Dollars per calendar day (\$110.00/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

Bidder acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_, dated \_\_\_\_\_

Num	Item #	Description	Unit	Total Quantity	Unit Price	Total Price
1	150-1000	Traffic Control	LS	1		
2	402-1812	Rec Asph Conc Leveling Incl Bit Mat & H Lime (as req'd)	TN	105		
3	402-3103	Rec Asph 9.5mm Superpave Asphalt & H Lime	TN	282		
4	432-5010	Mill Asphalt Pvmt, Variable Depth	SY	200		
5	611-8050	Adjust Manhole to Grade	EA	2		
6	611-8140	Adjust Water Valve to Grade	EA	1		
7	652-2501	Solid Traffic Stripe, 5" White	LF	2500		
8	652-5452	Solid Traffic Stripe, 5" Yellow	LF	3120		
9	653-1704	Thermo Solid Traffic Stripe, 24" White	LF	36		
					<b>Total</b>	

Total Bid \$ \_\_\_\_\_

**TOTAL BID AMOUNT:**

(In Words)

\_\_\_\_\_ (dollars) and \_\_\_\_\_ (cents)

**Note: Quantities may be adjusted to meet budget constraints.**

Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The unit and lump sum prices shown shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder hereby agrees to commence work under this contract with adequate forces and equipment, on a date to be specified in a written work order of the Owner, and to fully complete the work on or before **120 days after Notice To Proceed.**

SEAL (if bid is by Corp.)

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Bidder

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

END OF SECTION

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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 engaged in the physical performance of services on behalf of City of Hawkinsville, GA, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

**Section 00420**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SECTION 00450

BID BOND

STATE OF GEORGIA

City of Hawkinsville

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as  
Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the  
\_\_\_\_\_ for the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, supplementary and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Proposal for:  
**CITY OF HAWKINSVILLE 2025 LMIG PROJECT**

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten days after receipt of conformed contract documents execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Owner and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the Owner, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the Owner, or in the event of the failure of the Contractor to execute and deliver the Contract Agreement and give said Performance and Payment Bonds, the Contractor shall pay the Owner the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Proposal, and execute the Special Assurances form, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et seq and all 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 said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

Signed and sealed in  
The presence of

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

1. \_\_\_\_\_

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

2. \_\_\_\_\_

SURETY: \_\_\_\_\_

Signed and sealed in  
The presence of:

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

1. \_\_\_\_\_

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

2. \_\_\_\_\_

END OF SECTION

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **CITY OF HAWKINSVILLE, Georgia**, hereinafter called "OWNER" and \_\_\_\_\_ doing business as a corporation in the State of Georgia, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the **HAWKINSVILLE 2025 LMIG** and all other incidental work required by the Contract Documents for a complete project hereinafter called the "WORK".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date indicated in the NOTICE TO PROCEED and will complete the same on or before **120 days after Notice To Proceed** unless the contract time is extended as provided in the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **\$ \_\_\_\_\_** or as shown in the Proposal schedule.
5. For each calendar day that any portion of the construction shall remain uncompleted after the end of the time specified, the amount of one hundred ten dollars per calendar day (\$110/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

6. It is understood and agreed between the parties that the Owner is in no way connected with actual performance of this contract on the part of the Contractor, nor as to the employment of labor or the incurring of other expenses; that the Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind. Nothing in this Agreement shall be construed to be inconsistent with the Contractor's status as an independent contractor, or construed to constitute the Contractor, or any of its agents or employees as agents, employees, or representatives of the Owner. The Contractor will superintend the execution of all work covered by this Agreement which shall be in the exclusive charge and control of the Contractor. The Contractor agrees that as an independent contractor, it will not assert in any legal action by claim or defense, or take the position in any administrative procedures that it is an agent or employee of the Owner. The Contractor further agrees that as an independent contractor it cannot and will not encumber the Owner with any obligation and that it will make no representation to any person or any party on behalf of the Owner. "CONTRACTOR hereby indemnifies OWNER against all liabilities, claims, and demands for personal injury or property damage arising out of or caused by any act or omission of the CONTRACTOR, his subcontractors, agents, or employees arising in or about the premises at any time from the date of this agreement to final completion of the construction. CONTRACTOR further covenants to use proper care and caution in the performance of its work hereunder so as not to cause damage to any adjoining or adjacent property, and CONTRACTOR shall indemnify and hold the OWNER harmless from any liabilities, claims

or demands for damage to such adjoining or adjacent property.”

7. This Agreement shall not be assigned without the prior written approval of the Owner; and in the event of such assignment without approval, this Agreement shall be void.

This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

8. This Agreement is entered into between HAWKINSVILLE, GA and the Contractor and any disputes arising thereunder, shall not be subject to arbitration.

9. The term "CONTRACT DOCUMENTS" means and includes the following:

Section 00100 Invitation to Bid  
Section 00200 Instructions to Bidders  
Section 00210 Notice to Bidders  
Section 00400 Proposal  
Section 00410 E-Verify Affidavit  
Section 00420 Subcontractor E-Verify Affidavit  
Section 00450 Bid-Bond  
Section 00500 Agreement  
Section 00600 Performance Bond  
Section 00610 Payment Bond  
Section 00620 Certificate of Owner's Attorney  
Section 00700 General Conditions  
Section 00800 ~~Supplementary Conditions~~ - OMITTED  
Section 00845 Certification of Non Segregated Facilities

Georgia Department of Transportation Standard Specifications (Current addition) and Supplemental Specifications.

Addenda: No. \_\_\_\_\_, dated, \_\_\_\_\_

10. The term “ENGINEER” shall mean a representative for HAWKINSVILLE, GA as assigned by the CITY OF HAWKINSVILLE MANAGER.

11. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) counterparts each of which shall be deemed an original on the date first above written.

**OWNER (CITY OF HAWKINSVILLE, GEORGIA):**

**CONTRACTOR:**

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

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

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

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

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

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

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

ADDRESS: \_\_\_\_\_

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

(SEAL)

(SEAL)

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

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

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

END OF SECTION

SECTION 00600

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called the Principal  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Herein after called Surety, are held and firmly bound unto

City of Hawkinsville, GA \_\_\_\_\_ 56 Broad St, Hawkinsville, GA  
31036 \_\_\_\_\_ (Name of Owner) (Address of Owner)

Herein after called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, Supplementally and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

City of Hawkinsville 2025 LMIG Project

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to

the Surety, and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that

no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

BY: \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Attorney-in-Fact

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

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



END OF SECTION

SECTION 00610

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Herein after called Surety, are held and firmly bound unto

City of Hawkinsville \_\_\_\_\_ 56 Broad Street, Hawkinsville, GA 31036 \_\_\_\_\_

(Name of Owner)

(Address of Owner)

Herein after called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, Supplementally and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**City of Hawkinsville 2025 LMIG Project**

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that

no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

BY: \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Principal

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

*NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION

\_\_\_\_\_  
HAWKINSVILLE, GEORGIA  
2025 LMIG  
01/25



SECTION 00620

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of **The City of Hawkinsville, GA** do hereby certify as follows: I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that to the best of my knowledge, without independent verification each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date

END OF SECTION

SECTION 00700

GENERAL CONDITIONS

1. PAYMENT: Payment Applications must be submitted by the 25th of each month in order to be paid in the following month. The CONTRACTOR will submit a schedule of values for all of the Work completed in the covered time period which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.
2. COMMENCEMENT AND COMPLETION OF WORK: The Contractor shall commence the Work on the date indicated in the Notice to Proceed and shall diligently prosecute said Work so as to complete the entire project and place it in use within the calendar days noted for each division.
3. SCOPE OF THE WORK: The Work includes the furnishing of all necessary machinery, equipment, tools, labor and other construction means, and all materials and equipment required to perform the Work and including the placing of the Work into satisfactory operation.
4. LOCATION: The work under this Contract will be located in the City of Hawkinsville, Georgia.
5. EXTENSION OF TIME AND FAILURE TO COMPLETE ON TIME: The Contract Time may only be changed by a Change Order or a Written Amendment. The Contract Time will only be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR. Failure to complete the Project on or before the stipulated completion date will result in the assessment of liquidated damages in the amount stated in the Proposal.
6. REPORTS AND DRAWINGS USED BY THE OWNER: In the preparation of Drawings and Specifications, OWNER has relied upon:
  - 6.1 The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are contiguous to the site of the Work.
    - a. None
  - 6.2 The following reports of explorations and tests of subsurface conditions at the site of the work.
    - a. None
7. SANITARY CONVENIENCES: The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

8. ENVIRONMENTAL IMPACT: The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

8.1 Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

8.2 Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

8.3. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

11. ADJUSTMENT OF DISCREPANCIES: In all cases of discrepancies between the various dimensions, the matter shall be submitted to the OWNER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment, the CONTRACTOR shall bear all of the extra expense involved.

12. RESTORATION: The CONTRACTOR shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements is complete at the time a request for final review is made by the Contractor.

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

13. MAINTENANCE DURING CONSTRUCTION: The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located. Signal loops must be maintained at the CONTRACTOR'S expense at all times.

Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.

While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. Bus routes (in and out of school zones) must be kept open at all times during construction. In addition, Contractor is responsible for providing at a minimum one drive access for all commercial businesses during construction. Drive access must be coordinated by CONTRACTOR with the business owner. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated. Residential driveways must be maintained at all times under all conditions. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accepted and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary.

14. BARRICADES, DANGER, WARNING & DETOUR SIGNS: The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

Ownership of the temporary warning devices shall remain with the CONTRACTOR.

15. ACCESS FOR INSPECTION: Access for inspection shall be provided for OWNER representatives and representatives of the Georgia Department of Transportation.

17. CONTRACTOR'S LIABILITY INSURANCE: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

17.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

17.2. Claims for damages because of bodily injury occupational sickness or disease, or



death on CONTRACTOR's employees;

17.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

17.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

17.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

17.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

17.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

17.8. The comprehensive general liability insurance required in this section will include contractual liability insurance applicable to CONTRACTOR's obligations.

17.9. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by a negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

17.10. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation in paragraph 17.9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The limits of liability for the insurance required above shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

a. Workers' Compensation, etc. under paragraphs 17.1 and 17.2 above:

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's): Statutory
- (3) Employer's Liability: \$ 200,000
- (4) Contractor shall show Owner as additional insured.

b. Comprehensive General Liability (under paragraphs 17.3 through 17.7 above:

- (1) Combined single limit for Bodily Injury and Property Damage):
 

\$ 2,000,000	Each Occurrence
Or combined single limit	\$2,000,000
- (2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
- (3) Personal Injury, with employment exclusion deleted
 

\$ 1,000,000	Annual Aggregate
--------------	------------------

c. Comprehensive Automobile Liability:

- |                             |                 |
|-----------------------------|-----------------|
| Bodily Injury:              |                 |
| \$ 1,000,000                | Each Person     |
| \$ 1,000,000                | Each Occurrence |
| Property Damage:            |                 |
| \$ 100,000                  | Each Occurrence |
| or combined single limit of | \$ 200,000      |

d. Builders Risk Insurance (Fire and Extended Coverage).

N/A

e. Contractual Endorsement:

The Contractual Liability required by paragraph 17.8 in this section shall provide coverage for not less than the following amounts:

- (1) Bodily Injury:
 

\$ 500,000	Each Occurrence
------------	-----------------
- (2) Property Damage:
 

\$ 100,000	Each Occurrence
------------	-----------------

\$ N/A

Annual Aggregate

18. Retainage of Contractor's Payment: The retainage shall be an amount equal to 10% of the contractors approved partial pay estimate.
19. Local Subcontractor Availability: If the Contractor elects to use subcontractors for any part of the Work, efforts shall be made to utilize local qualified sub-contractors, if available. Each subcontractor, Supplier, person or organization shall be on the GDOT list of approved subcontractors and material sources.
20. Non appropriation: It is understood and agreed that the contract as above set out will be null and void if funds are not appropriated sufficient to pay for the services herein.
21. Qualifications of Bidders: To demonstrate qualifications to perform the work, each bidder must be prepared to submit within five days of Owner's request; written evidence, such as financial data, previous experience, present commitments and other such data as may be deemed necessary by Owner. Each bidder must be properly licensed in the State of Georgia and on the current GDOT contractors list to be considered.
22. Qualifications of Sub-Bidders: To demonstrate qualifications to perform the work, each sub-bidder must be prepared to submit within five days of Owner's request; written evidence, such as financial data, previous experience, present commitments and other such data as may be deemed necessary by Owner.
23. Qualifications of Subcontractors, Suppliers and Materials: In evaluating Bids, Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted prior to the Notice of Award. The Contractor shall provide Owner with a copy of an E-Verify Subcontractor Affidavit for each subcontractor intended to employ on the project. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

END OF SECTION

SECTION 00845

CERTIFICATION OF NON SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.

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

\_\_\_\_\_  
(Name of Bidder)

Official Address

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

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

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

END OF SECTION

## Maps and Project Specific Notes



### N. Lumpkin Street:

Length – 460 linear feet

Width – 32 feet

Begin at First Street intersection and proceed to the Second Street intersection.

Level center 20' as required.

Resurface with 9.5 mm Superpave at 135#/SY

Striping to include 5" double solid yellow stripe and 24" thermoplastic white stop bar at the

Second Street intersection

Dress disturbed shoulders upon completion.

Industrial Blvd:

Length – 1,100 linear feet

Width – 20 feet

Begin at Sixth Street and proceed to the beginning of the bridge deck over Town Creek.

Mill asphalt paving to allow a smooth tie-in to the bridge deck surface.

Level road as required.

Resurface with 9.5 mm Superpave at 135#/SY

Striping to include 5" double solid yellow stripe and 24" thermoplastic white stop bar at the Sixth Street intersection.

Dress disturbed shoulders upon completion.