

OLDE TOWN CONYERS PUBLIC PARKING LOT IMPROVEMENTS

954 NE MAIN STREET, CONYERS, GA 30012
LAND LOT 295 – 16th DISTRICT



CITY OF
CONYERS

Celebration of Community

DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

**1124 VAUGHN STREET
CONYERS, GEORGIA 30012**

770-785-6690

JUNE 2017

OLDE TOWN CONYERS PUBLIC PARKING LOT

<u>CONTRACT PROPOSAL INDEX</u>	<u>PAGE</u>
<i>(Items in Red Italics to be submitted with Bid Proposal)</i>	
Advertisement for Bids.....	3
Bidding Instructions.....	4
<i>Bid Schedule of Items.....</i>	<i>6</i>
<i>Bid Proposal.....</i>	<i>8</i>
<i>Bid Bond.....</i>	<i>11</i>
<i>Certification by Contractor Regarding Non-Segregated Facilities.....</i>	<i>13</i>
<i>Non-collusion Affidavit of Prime Bidder.....</i>	<i>14</i>
<i>Non-collusion Affidavit of Subcontractor.....</i>	<i>15</i>
Certifications.....	16
<i>City of Conyers Affidavit – Verifying Status for City Public Benefit Application.....</i>	<i>18</i>
<i>Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1).....</i>	<i>20</i>
<i>Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3).....</i>	<i>21</i>
<i>Subcontractor Notification List.....</i>	<i>22</i>
Contract Agreement.....	23
100% Performance Bond.....	26
110% Payment Bond.....	28
Final Affidavit.....	30
Scope of Work.....	31
Sequence of Operations.....	32
Addendums.....	33
<u>(MODIFICATION OF STANDARD SPECIFICATIONS)</u>	
Section 101 – Definition and Terms.....	34
Section 102 – Bidding Requirements and Conditions.....	35
Section 103 – Award and Execution of Contract.....	38
Section 105 – Control of Work.....	42
Section 106 – Control of Materials.....	43
Section 107 – Legal Regulations and Responsibility to the Public.....	43
Section 108 – Prosecution and Progress.....	45
Section 109 – Measurement and Payment.....	46
Section 301 – Cement Stabilized Reclaimed Base Construction.....	48
<u>(APPENDIX)</u>	
Appendix A – Construction Plan Set.....	56
Appendix B – FDR Mix Design.....	57
Appendix C – Addendums.....	58

ADVERTISEMENT FOR BIDS

CITY OF CONYERS, GEORGIA

OLDE TOWN CONYERS PUBLIC PARKING LOT 954 NE MAIN STREET, CONYERS, GA 30012

The Conyers City Council is soliciting sealed bids for furnishing all labor, materials and equipment for the improvements associated with the Olde Town Conyers Public Parking Lot, located at 954 NE Main Street, Conyers, GA 30012. The improvements include, but are not limited to full-depth reclamation/paving improvements, concrete construction, pavement markings, erosion control, and other related construction details. **Bids will be accepted until the bid opening date and time on July 26, 2017, at 3:00 p.m. EST at the City of Conyers located at 1184 Scott Street, Conyers, Georgia 30012 and the opening of bids will be held in the City Council Chambers located at 1194 Scott Street, Conyers, Georgia 30012.** A **MANDATORY** pre-bid conference will be held on **July 12, 2017 at 10:00 a.m. EST** at the City of Conyers, Department of Public Works and Transportation, located at 1124 Vaughn Street in Conyers, Georgia 30012. Submit questions and/or requests for clarifications regarding this bid no later than **July 19, 2017 by 3:00 p.m. EST**. Written responses will be issued in an addendum. A 5% Bid Bond will be required. Prior to contract execution, a Payment and Performance Bond in the amount of 100% of the Contract will be required from the awarded bidder. A CD containing the bid package, specifications, and construction plans can be obtained (no fee) at the City of Conyers, 1184 Scott Street, Conyers, Georgia 30012 or can be downloaded from the City of Conyers website at the following address: <http://www.conyersga.gov/businesses/bid-opportunities>.

BIDDING INSTRUCTIONS

The **Bidder** is required to submit the **Bid Proposal** with each part signed accordingly and the following IN THE ORDER PRESENTED BELOW:

1. Completed **Bid** Schedule of Items (Sign Each Page)
2. Completed **Bid** Proposal Form Pages
3. **Bid** Bond or Certified Check
4. Certification by Contractor Regarding Non-Segregated Facilities
5. Non-collusion Affidavit of Prime **Bidder**
6. Non-collusion Affidavit of Subcontractor
7. Certifications
8. City of Conyers Affidavit – Verifying Status for City Public Benefit Application
9. Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
10. Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)
11. Subcontractors Notification List

Three (3) hard copies (one original and two photocopies) will be required for review purposes.

All **Work** performed for this project will be in accordance with the Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, 2013 Edition, and any modifications identified in the **Bid** documents.

The **Bidder** shall be responsible for performing with his own organization at least ***fifty percent (50%)*** of the **Work** in this contract. The **Bidder** shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.

The **Contractor** shall promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and complete the Work by **8 Weeks from Notice to Proceed.**

Materials Testing will be provided by an independent Geotechnical Engineering consultant, managed by City of Conyers Staff. Daily oversight, field inspections, and project management will be performed by the City of Conyers.

The Conyers City Council reserves the right to reject all **Bids** and to waive formalities. Any claims for cost incurred by any **Bidder** in preparation of any part of or total package for this project will not be considered for reimbursement by the City of Conyers.

The Bidder shall list ALL proposed subcontractors on the Subcontractor Notification List on page 22 and shall submit this form with the Bid Proposal. All Subcontractors must be approved by the City of Conyers.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

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.

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

Bidding Documents, Contract Agreement, General Conditions, Special Provisions, Appendices, Addenda, Construction Plans.

All questions concerning this **Bid** are to be addressed and emailed to:

Brian Frix, P.E.
Deputy Director, Public Works & Transportation
City of Conyers
1184 Scott Street
Conyers, GA 30012
Phone 770-785-3704, Fax 770-922-6343
Email brian.frix@conyersga.gov with a copy to brad.sutton@conyersga.gov

OLDE TOWN CONYERS PUBLIC PARKING LOT
954 NE MAIN STREET, CONYERS, GA 30012
BID SCHEDULE OF ITEMS

Contract Scope: Furnish all labor, materials and equipment for the improvements associated with the Olde Town Conyers Public Parking Lot, located at 954 NE Main Street, Conyers, GA 30012. The improvements include, but are not limited to, full-depth reclamation/paving improvements, concrete construction, pavement markings, erosion control, and other related construction details.

Vendor: _____

Signature: _____

Line No.	Pay Item No.	Item	Approx. Quantity	Unit	Unit Price (\$)	Amount (\$)
1	151-1000	Mobilization, Utility Locates, & Surveying	1.00	LS		
2	163-0529	Construct and Remove Sediment Barrier or Baled Straw Check Dam	160.00	LF		
3	171-0030	Temporary Silt Fence, Type S	450.00	LF		
4	201-1500	Clearing & Grubbing (Tree Trimming & Vegetation Removal)	1.00	LS		
5	205-0081	Excavation	100.00	CY		
6	301-5000	Cement	75.00	TN		
7	301-6000	Cement Treated Base Course	3,800.00	SY		
8	310-1101	Graded Aggregate Base Course, Incl Mtl	100.00	TN		
9	402-3103	Recycled Asph 9.5 MM Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	290.00	TN		
10	402-3111	Recycled Asph 19 MM Superpave, GP 1 or 2 Incl Bitum Matl & H Lime	405.00	TN		
11	413-0750	Bitum Tack Coat	305.00	GAL		
12	441-0104	Concrete Sidewalk, 4 IN Thick	5.00	SY		
13	441-5052	Concrete Doweled Integral Curb, 6 IN, TP 2, Incl Dowels	120.00	LF		
14	441-6012	Conc Curb & Gutter, 6 IN x 24 IN TP 2	110.00	LF		
15	500-3101	Class A Concrete	6.00	CY		
16	515-2020	Galvanized Steel Pipe Handrail, 2 IN Round	175.00	LF		
17	610-2700	Remove Concrete	600.00	SY		
18	636-1033	Hwy Sign, TP 1 Matl, Refl Sheeting TP 9	10.00	SF		
19	636-2070	Galv Steel Posts, TP 7	60.00	LF		
20	653-0095	Thermoplastic Pvmt Marking, Handicapped Symbol	5.00	EA		

Line No.	Pay Item No.	Item	Approx. Quantity	Unit	Unit Price (\$)	Amount (\$)
21	653-0110	Thermoplastic Pvmt Marking, TP 1	24.00	EA		
22	653-1501	Thermoplastic Solid Traffic Stripe, 5 in. White	1,200.00	LF		
23	653-1502	Thermoplastic Solid Traffic Stripe, 5 in. Yellow	50.00	LF		
24	653-6004	Thermoplastic Traffic Stripe, White	90.00	SY		
25	657-1085	Preformed Plastic Solid Pvmt Mkg, 8 IN, Contrast (Black-White), TP PB	2,192.00	LF		
26	700-6910	Permanent Grassing	0.25	AC		
27	700-9300	Sod	550.00	SY		
SUBTOTAL:						

Vendor: _____ Signature: _____

TOTAL BID AMOUNT:	
--------------------------	--

END OF SECTION

BID PROPOSAL, page 1 of 3

Proposal of _____ (hereinafter called "**Bidder**"), a contractor organized and existing under the laws of the State of Georgia (*an individual, a corporation, a partnership).

TO: City of Conyers
(Hereinafter called "**City**")

Gentlemen:

The **Bidder** in compliance with your Notice to Contractors and all Bidding Documents for the following work:

Furnish all labor, materials and equipment for the improvements associated with the Olde Town Conyers Public Parking Lot, located at 954 NE Main Street, Conyers, GA 30012. The improvements include, but are not limited to, full-depth reclamation/paving improvements, concrete construction, pavement markings, erosion control, and other related construction details.

Having examined the plans and specifications with related documents and the site of the proposed **Work**, and being familiar with all of the conditions surrounding the construction of the proposed projects, including the availability of materials and supplies to construct the projects in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract with the City of Conyers to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **Work**. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

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.

Bidder further proposes and agrees hereby to promptly commence the **Work** with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the **Work** by **8 Weeks from Notice to Proceed**, or as may be specified by Special Provisions.

*Strike Out Inapplicable Terms.

Bidder assumes the responsibility to download all addenda published on the City of Conyers website at <http://www.conyersga.gov/businesses/bid-opportunities> prior to submittal of his **Bid**, and accepts that failure to acknowledge receipt of each and every addendum individually, is grounds for finding the **Bid** non-responsive. **Bidder** hereby acknowledges receipt of the following addenda:

The undersigned further agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within ten (10) calendar days after the award thereof, the **Bid Bond** or certified check accompanying his **Bid** and the money payable thereon shall be forfeited to the **City** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **Bidder**.

The **Bidder** declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of **Work** be increased, the undersigned proposes to do the additional **Work** at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price **Bid** and will make no claim for anticipated profits for any decrease in the quantities, and that actual completed, final quantities will be determined upon completion of **Work** and acceptance by the **City**, at which time adjustment will be made to the Contract amount by direct increase or decrease.

Attached hereto is a **Bid** bond or certified check on the (Bank) _____ in the amount of _____, (Five percent (5%) of Total Amount **Bid**).

The full name and address of persons or parties interested in the foregoing **Bid** as contractors, are named as follows:

BID PROPOSAL, page 3 of 3

City of Conyers, Georgia

Signed, sealed, and dated this _____ day of _____, 20__.

Bidder: _____

(Company Name)

By: _____

Title: _____

Mailing Address:

BID BOND, page 1 of 2

Five Percent (5%) of **Bid**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as **Contractor**, and

_____, as **Surety**, are hereby held and firmly bound unto CONYERS, GEORGIA, as **City**, in the penal sum of Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the **Contractor** has submitted to CITY OF CONYERS, GEORGIA a certain **Bid** attached hereto and hereby made a part hereof to enter into a contract in writing for the following work:

Furnish all labor, materials and equipment for the improvements associated with the Olde Town Conyers Public Parking Lot, located at 954 NE Main Street, Conyers, GA 30012. The improvements include, but are not limited to, full-depth reclamation/paving improvements, concrete construction, pavement markings, erosion control, and other related construction details.

NOW, THEREFORE,

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

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

BID BOND, page 2 of 2

IN WITNESS WHEREOF, the **Contractor** and the **Surety** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (SEAL)
Contractor

By: _____

_____ (SEAL)
Surety

By: _____
Georgia Representative

**CERTIFICATION BY CONTRACTOR
Regarding
NON-SEGREGATED FACILITIES**

The **Bidder** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Bidder** agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Bidder** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Bidder (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) of the **Bidder** that has submitted the attached **Bid**;
2. He is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **Bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Bidder**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other **Bidder**, firm or person to fix the price or prices in the attached **Bid** or of any other **Bidder**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Bidder**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Conyers or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____

Title _____

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

_____ (SEAL)

_____ Title

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

6. He is _____ (Owner, Partner, Officer, Representative, or Agent) of the **Bidder** that has submitted the attached **Bid**;
7. He is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **Bid**;
8. Such **Bid** is genuine and is not a collusive or sham **Bid**;
9. Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Bidder**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other **Bidder**, firm or person to fix the price or prices in the attached **Bid** or of any other **Bidder**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Bidder**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Conyers or any person interested in the proposed Contract; and,
10. The price or prices quoted in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____

Title _____

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

_____ (SEAL)

_____ Title

CERTIFICATIONS

Page 1 of 2

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

EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Construction Documents for this project and the Georgia Department of Transportation Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the sites of the **Work**. On the basis of the said Specifications and Documents, I proposed to furnish all necessary labor, machinery, tools, apparatus and other means of construction, and do all the **Work** and furnish all the materials in the manner specified.

I understand that any quantities mentioned or provided are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of **Work** or extra **Work** on the basis provided for in the specifications.

I also hereby agree that the City of Conyers would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within ten (10) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to Conyers, Georgia as liquidated damages as the result of such failure on my part. I acknowledge that the City of Conyers would be damaged by my failure to execute said Contract and furnish bond within ten (10) days after the date of the letter transmitting the Contract to me, that the City's damages are hard to estimate, that the above amount is reasonable in light of the anticipated harm caused by the failure, that the City cannot otherwise obtain an adequate remedy and that the amount is not a penalty.

CERTIFICATIONS

Page 2 of 2

I further propose to execute the Contract agreement described in the Specifications as soon as the **Work** is awarded to me, and to begin and complete the **Work** within the time limit provided. I also propose to furnish a Contract Bond, approved by the Conyers City Council, as required by the laws of the State of Georgia. This bond shall not only service to guarantee the excellence of both workmanship and materials until the **Work** is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

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

Also, by signing and submitting this Contract, I hereby certify that I will notify the City of Conyers of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract with a family member of City of Conyers employees.

Bidder (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date



Affidavit Verifying Status for City Public Benefit Application

Page 1 OF 2

By executing this affidavit under oath, as an applicant for a(n) _____ as referenced in O.C.G.A. Section 50-36-1, from the City of Conyers, Georgia, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of applicant

Date

Printed name

*

Alien registration number for non-citizens

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20____.

Notary Public

My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



Affidavit Verifying Status for City Public Benefit Application

Page 2 OF 2

If Item 2 on the previous page is checked you must provide one of the following documents in addition to the Alien Registration Number.

- 1-327 (Reentry Permit)
- 1-551 (Permanent Resident Card)
- 1-571 (Refugee Travel Document)
- 1-766 (Employment Authorization Card)
- Certificate of Citizenship
- Naturalization Certificate
- Machine Readable Immigrant Visa (with Temporary 1-551 language)
- Temporary 1-551 Stamp (on passport or 1-94)
- 1-94 (Arrival/Departure Record)
- Unexpired Foreign Passport
- 1-20 (Certificate of Eligibility for Nonimmigrant (F-1) Student Status)
- DS2019 (Certificate of Eligibility for Exchange Visitor (J-1) Status)
- Other —Give copy of other qualified document

In addition to the above documents you must complete the following:

Date of Birth _____ This is required by the U.S. Citizenship and Immigration Services.

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 the City of Conyers 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), _____(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: _____

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 (name of public employer) 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), _____(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: _____

SUBCONTRACTORS NOTIFICATION LIST

Required information on Subcontractors doing work in the City of Conyers.

Please list any Subcontractors, the address, Business License number, scope of work and start date, and percent of work assigned for each Subcontractor who may be doing work in the City.

General Contractor: _____

Subcontractor: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

Scope of Work: _____ Percent of Work: _____

CONTRACT AGREEMENT

THIS AGREEMENT made by and between CITY OF CONYERS, GEORGIA, a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and Council, hereinafter called "**City**", and _____, a corporation incorporated and existing under the laws of the State of Georgia, hereinafter called "**Contractor**".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **City**, the **Contractor** hereby agrees to commence and complete the construction described as follows:

Furnish all labor, materials and equipment for the improvements associated with the Olde Town Conyers Public Parking Lot, located at 954 NE Main Street, Conyers, GA 30012. The improvements include, but are not limited to, full-depth reclamation/paving improvements, concrete construction, pavement markings, erosion control, and other related construction details.

hereinafter called the "Project", for the sum of _____ Dollars And _____ Cents (\$_____), which sum shall include all extra work in connection therewith, under the terms as stated in the General Conditions, Special Provisions, Appendices and Detailed Specifications of the Contract. Said Project shall be conducted at **Contractor's** own cost and expense, as necessary to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions, Special Provisions, Appendices, and Detailed Specifications of the Contract, the plans, which include all explanatory matter thereof, as prepared by the City of Conyers, the specifications and contract documents as enumerated in Section 105.04 of the General Conditions, hereinafter called the "**Work**", which are incorporated by reference as if fully set forth herein, and which collectively constitute the Contract.

The **Contractor** shall promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work by **8 Weeks from Notice to Proceed** or as may be specified by Special Provision.

The **City** agrees to pay the **Contractor** in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Section 109 of the Specifications, as modified in the General Conditions and Special Provisions.

CONTRACT AGREEMENT

Page 2 of 3

Except for legal process, which may be served as by law provided, all notices required or desired to be given with respect to this Agreement shall be in writing and shall be deemed to have been given when hand delivered or five (5) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addresses as follows. Such address may be changed from time to time by either party by written notice to the other.

To City:

City of Conyers, Georgia
Department of Public Works & Transportation
1184 Scott Street
Conyers, GA 30012

To Contractor:

The **City** agrees to pay the **Contractor** in current funds for the performance of the Contract subject to exercise any right or power given it or to insist upon strict compliance by **Contractor** with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by **City** or any right it has herein to demand strict compliance with the terms hereof by **Contractor**.

If any clause or provision of this Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any government body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby.

All provisions of this Agreement are in all respects (including, but not limited to, all matters of interpretation, construction, enforcement, performance and the consequences of breach) to be governed and controlled by the internal laws of the State of Georgia, as amended and now in effect. In the event of any dispute between the parties arising out of or in connection with this Agreement, the parties agree that the sole proper forum for any cause of action shall be in the Superior Court of Rockdale County, Georgia.

The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).

CONTRACT AGREEMENT

Page 3 of 3

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this ___ day of _____, 20__.

CITY OF CONYERS, GEORGIA

ATTEST: _____
City Clerk

By: _____(Seal)
Mayor
City of Conyers

CONTRACTOR

ATTEST: _____
Secretary or Assistant

By: _____(Seal)
_____(Print)
President or Vice President

Approved as to Form:

City Attorney

100% PERFORMANCE BOND

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: that, _____ as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called **Surety**, are held and firmly bound unto CITY OF CONYERS, GEORGIA, as obligee, hereinafter called **City**, in the amount _____ Dollars And _____ Cents (\$ _____) for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with **City** for:

Furnish all labor, materials and equipment for the improvements associated with the Olde Town Conyers Public Parking Lot, located at 954 NE Main Street, Conyers, GA 30012. The improvements include, but are not limited to, full-depth reclamation/paving improvements, concrete construction, pavement markings, erosion control, and other related construction details.

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **Contractor** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **City**.

Whenever **Contractor** shall be, and declared by **City** to be, in default under the Contract, the **City** having performed **City's** obligation thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by **Surety** of the lowest bidder, or, if the **City** elects, upon determination by the **City** and **Surety** jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **City**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by **City** to **Contractor** under the Contract and any amendments hereto, less the amount properly paid by **City** to **Contractor**.

100% PERFORMANCE BOND
Page 2 of 2

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **City** of the work thereunder.

Signed and sealed this ___ day of _____, 20__.

in the presence of:

Contractor

_____ By: _____ (SEAL)
Witness

Surety

_____ By: _____ (SEAL)
Witness

110% PAYMENT BOND

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called **Surety**, are held and firmly bound unto CITY OF CONYERS, GEORGIA, as obligee, hereinafter called **City**, in the amount of _____ Dollars And _____ Cents (\$ _____) for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor as by written agreement dated _____, 20____, entered into a Contract with City for:

Furnish all labor, materials and equipment for the improvements associated with the Olde Town Conyers Public Parking Lot, located at 954 NE Main Street, Conyers, GA 30012. The improvements include, but are not limited to, full-depth reclamation/paving improvements, concrete construction, pavement markings, erosion control, and other related construction details.

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be null and void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Contractor and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

Unless claimant, other than one having a direct contract with the Contractor, shall have given

110% PAYMENT BOND

written notice to any two of the following: the Contractor, the City, or the Surety above- named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, the City, or the Surety, 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.

B. After one year from the completion of the Contract and the acceptance by City of the Work thereunder; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the City or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety for mechanics' liens which may be filed on record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this ____ day of _____, 20 ____.

Contractor

By: _____ (Seal)

Witness

Surety

By: _____ (Seal)
Georgia Representative

Witness

This bond is issued simultaneously with Performance Bond in favor of the City.

FINAL AFFIDAVIT

TO: CITY OF CONYERS, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by _____ or any of his Subcontractors in connection with the construction of

Furnish all labor, materials and equipment for the improvements associated with the Olde Town Conyers Public Parking Lot, located at 954 NE Main Street, Conyers, GA 30012. The improvements include, but are not limited to, full-depth reclamation/paving improvements, concrete construction, pavement markings, erosion control, and other related construction details.

in the CITY OF CONYERS have been paid and satisfied in full as of _____, 20_____, and that there are no outstanding obligations or claims of any kind for the payment of which the city of Conyers on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature _____

Title _____

Personally appeared before me this _____ day of _____, 20____

_____, who under oath deposes and says that he is of the firm

of _____ that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public _____

My Commission Expires _____

SCOPE OF WORK

- A. The specific project construction is shown on the construction plans which are included as part of these documents in Appendix A.
- B. The existing parking lot and driveway is to be reclaimed with cement and paved to the depths shown on sheet 4 of the construction plans. The FDR Mix Design has been prepared by Construction Materials Services, Inc. and can be found in Appendix B. Contractor to ensure that mix design is reviewed and followed.
- C. It is the intent to remove the smaller concrete slabs within the existing parking lot prior to reclamation operations. This will be paid under Pay Item 610-2700 Remove Concrete.
- D. Erosion control measures are to be accomplished prior to any other construction on the site and shall be maintained until permanent ground cover or stabilization is achieved.
- E. All utilities in areas of construction are to be field located and verified prior to beginning construction.
- F. Pay Item 201-1500, Clearing and Grubbing (Tree trimming and vegetation removal): Shall include the removal of tree limbs and vegetation within 10 feet of the parking lot perimeter.
- G. Pay Item 441-5052, Concrete Doweled Integral Curb, 6 IN, TP 2, Incl Dowels: Shall be constructed along upper concrete slab for use as a wheel stop to prevent vehicles from damaging the new handrail.
- H. Contractor shall be responsible for surface preparation of the existing concrete slabs to receive final pavement striping.
- I. Pavement markings shall be applied as follows:
 - Concrete surfaces: Preformed black-white contrast,
 - Asphalt surfaces: Thermoplastic
- J. Georgia Power will be installing parking lot lighting during construction, as shown on the construction plans. Contractor will be required to coordinate and schedule Work to ensure lighting is installed per plans and Georgia Power requirements.
- K. There are approximately seven (7) voids in the concrete slabs ranging in size from 2.5' x 2.5' to 8.5' x 14' that will need to be patched by the Contractor as directed by the Engineer. The detail is shown on sheet 4 of the construction plans.
- L. Georgia Department of Transportation standard details shown in the construction plans are to be used as applicable, or as directed by Engineer.

SEQUENCE OF OPERATIONS

I. GENERAL:

- A. The **Contractor** shall submit to the Engineer at the preconstruction meeting a construction schedule showing the various tasks, durations, dates and stages of the work. The Engineer will be notified 24 hours in advance when the **Contractor** plans to change from one stage/phase of the Work to another stage.
- B. In the prosecution of the **Work**, if it becomes necessary to remove any existing signs, markers, etc. not covered by a specific pay item, they shall be removed, stored, and reinstalled, when directed by the Engineer, to line and grade, and in the same condition as when removed. Separate payment will not be made for this Work. All costs associated with the removal and resetting of incidental items shall be included in the overall price bid.

II. SPECIAL CONDITIONS

The special conditions contained herein are Project Specific. When there is a conflict between the General Conditions of the Contract Documents and these Special Conditions, the Special Conditions will govern the Work.

- A. The **Contractor** shall provide staging areas for equipment, materials and personnel which do not hinder public access or traffic movements. Debris and trash will be cleaned up in these areas to the acceptance of the inspector prior to vacating the area. Any soil contaminated by fuel or oil spills will be excavated and disposed of in accordance with EPA and State requirements for hazardous materials. The **Contractor** shall make every effort to prevent fuel and oil spills.
- B. The **Contractor** shall notify the **City** three (3) business days prior to beginning Work.
- C. When construction begins on this project, the **Contractor** will be required to continuously pursue the Work without interruption to the completion of each stage of Work. Cessation of Work without authorization will be considered as justification to deny the **Contractor's** request for an extension of time.
- D. The Contract completion date shall be **8 WEEKS FROM NOTICE TO PROCEED DATE or as approved by the City of Conyers.**
- E. The **Contractor** shall notify the Engineer 48 hours in advance if the **Contractor** REQUESTS to Work on Saturday or Sunday so that the Engineer can provide adequate inspection staff to oversee the **Work**. **FAILURE TO PROVIDE 48 HOUR NOTICE WILL BE BASIS FOR DENIAL OF WEEKENDWORK.**

III. EQUIPMENT NOISE AND OPERATION:

All equipment used on the **Work** shall come equipped with factory installed mufflers or the manufacturers recommended equivalent in good condition. These mufflers shall be maintained in good condition throughout the life of the Contract. The equipment should be in good Working order without

fuel leaks, damages, worn parts or broken parts which might create a hazard to the environment or personnel. Any equipment noted by the Inspector to the **Contractor** shall be fixed or removed immediately and any spills should be dealt with in accordance to EPA standards

IV. UTILITY CONFLICTS

Utility companies having known facilities that conflict with the construction of this project will be directed by the **City** to adjust or relocate their facilities and will be notified of the Contract award. It is the **Contractor's** duty to notify the **City** of known conflicts.

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 requirement of Section 107, LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC, with particular attention to Article 107.21. F

It shall be the responsibility of the **Contractor** to coordinate his Work with any Work to be performed by others in a 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.

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 105.6 of the specifications, the **City** 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 **City** in charging Contract time in accordance with Article 107.21.G.

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.

Georgia law requires that a telephone call or adequate notice must be given to the Utilities Protection Center (UPC) at 811 a minimum of three (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. **Any milling or excavation Work on the roadways requires that UPC be notified prior to Work being performed.** If emergencies occur it is the responsibility of the **Contractor** of the respective utility company immediately and then the inspector.

ADDENDUMS

The contents of Addendums will be incorporated into the respective sections of the final CONTRACT AGREEMENT, GENERAL CONDITIONS, SPECIAL PROVISIONS, and/or APPENDICES. The **Contractor's** submitted Bid Proposal at the time of bid opening will also be incorporated into the Special Provisions as an Appendix, which will be part of the Contract.

MODIFICATION OF STANDARD SPECIFICATIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the 2013 Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, and any Supplemental Specifications modifying them, except as noted below and in the Special Provisions.

SECTION 101 - DEFINITION AND TERMS

101.10 Board

Delete and substitute the following: City of Conyers

101.13 Chief Engineer

Delete and substitute the following: Deputy Director of Public Works & Transportation

101.14 Commissioner

Delete and substitute the following: Mayor of the City of Conyers

101.16 Contract

Delete as written and substitute the following:

The Contract Documents shall be composed of the Advertisement for Bid; Notice to **Contractors**; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.04; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract.

101.22 Department

Delete and substitute the following: the City of Conyers Department of Public Works & Transportation.

101.24 Engineer

Delete and substitute the following: Deputy Director of Public Works & Transportation, acting directly or through his duly authorized representatives.

101.62 State Highway Engineer

Delete and substitute the following: Deputy Director of Public Works & Transportation, acting directly or through his duly authorized representatives.

101.74 Supplemental Agreement

Delete as written and substitute the following:

Any Supplemental Agreement that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety.

101.80 Treasurer

Delete and substitute the following: City of Conyers Chief Financial Officer

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.01 Prequalification of Bidders

Delete as written and substitute the following:

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

The **City** may make such investigations as it deems necessary to determine the ability of the **Bidder** to perform the work, and the **Bidder** shall furnish to the **City** all such information and data for this purpose as the **City** may request. The **City** reserves the right to reject any bid if the evidence submitted by, or investigation of, such **Bidder** fails to satisfy the **City** that such **Bidder** is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

102.03 Contents of Proposal Forms

Delete as written and substitute the following:

Upon request, the **City** will furnish the prospective **Bidder** with a Proposal Form. This form will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a Schedule of Items for which Unit Bid prices are invited. The Proposal Form will state the time in which The Work must be completed, the amount of the Proposal Guaranty, and the date of the opening of Proposals. The form will also include any Special Provisions or requirements which vary from or are not contained in the Standard Specifications. All papers which are required to be submitted as part of the Proposal are identified in the Proposal Form, and those papers must not be altered except as directed by Addendum. The Plans, Specifications, and other documents designated in the Proposal Form will be considered a part of the Proposal whether attached or not. The prospective **Bidder** will be required to pay the sum stated in the Notice to Contractors for each copy of the Proposal Form and each set of Plans.

102.05 Examination of plans, specifications, special provisions, and site of the work

Delete as written and substitute the following:

Each **Bidder** must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful **Bidder** of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible the **CONTRACTOR**, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Bidders, before making proposals, shall examine the plans and specifications and make such

examinations on the ground as are necessary to thoroughly familiarize themselves with the nature and extent of the proposed construction and all local conditions affecting the same, as the **City** will not be responsible for **Bidder's** errors or misjudgment, nor for any information on local conditions or general laws or regulations.

No interpretation of the meaning of the plans and specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations shall be in writing and emailed to:

Brian Frix, P.E.
Deputy Director, Public Works & Transportation
City of Conyers
1184 Scott Street
Conyers, GA 30012
Phone 770-785-3704, Fax 770-922-6343
brian.frix@conyersga.gov with a copy to brad.sutton@conyersga.gov

and to be given consideration must be received at least seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be posted to the City of Conyers website, at the following address:

<http://www.conyersga.gov/businesses/bid-opportunities>

no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such **Bidder** from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

At the time of the opening of bids, each **Bidder** will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (**including all addenda**). The failure or omission of any **Bidder** to examine any form, instruments or documents shall in no way relieve any bidder from any obligation in respect to his bid.

102.06 Preparation of Proposal

Retain as written except delete the sixth and seventh paragraphs, and add the following:

If a proposal is made by an individual, his name and address must be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the proposal must show the name of the state under which the laws of the corporation are chartered and his or their authority for signing same; the names, titles, and address of their President, Secretary, and Treasurer, and the corporate authority for doing business in Georgia.

102.07 Rejection of Proposals

Add the following subparagraphs:

- I. The **City** reserves the right to reject any and all bids, to waive formalities and to re-advertise. It is understood that all bids are made subject to this Contract Agreement, that the **City** reserves the right to award the bid to the lowest, responsible/responsive 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 **City** 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 City of Conyers, Georgia.

102.08 Proposal Guaranty

Delete as written and substitute the following:

No proposal will be considered unless it is accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the amount bid and made payable to the City of Conyers. Such Bid Bond shall be on the forms provided by the **City**.

Each bid must be accompanied by a Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the **Bidder** as **Contractor**, and having as surety thereon a surety company approved by the **City** and accepted by the U. S. Department of the Treasury and listed in Department Circular 570. The surety must be licensed to conduct business in the state of Georgia. The Bid Bond must be in the amount of 5% of the bid. No Proposal Guaranty will be considered to cover any Bid except the one to which it is attached.

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

102.09 Delivery of Proposals

Delete in its entirety and substitute the following:

All bids must be on forms in conformity with the proposal form included herein and must be for labor and materials called for in the Specifications, shown on the plans and bulletins issued prior to bidding. Bids must be submitted in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

City of Conyers
1184 Scott Street
Conyers, GA 30012
Proposal for Construction
Project Name
Date and Hour of Bid Opening
Company Name

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

The entire proposal package as designated in the Proposal Form must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.

Three (3) hard copies (one original and two photocopies) will be required for review purposes.

102.10 Withdrawal or revision of proposals

Add the following:

Any **Bidder** may modify his bid by telegram, letter or facsimile transmission at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the **City** prior to the closing time and provided, further, the **City** is satisfied that a written confirmation of the transmitted modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the transmitted modification.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract

Delete as written and substitute the following:

If prior to the award of a Contract, the **City** determines that because of errors in the bidding documents an unbalanced bid has been submitted and that such unbalanced bid is the lowest bid of the reliable bids received, the **City**, prior to its decision on the award of the Contract, may negotiate with the lowest reliable bidder to correct such errors and to correct the unbalanced bid provided that the lowest reliable bidder is not changed. Subject to the negotiations, the **City** may award the Contract or reject the Contract and readvertise, abandon the project or perform the work itself.

If a Contract is awarded, it will be awarded to the lowest responsible/responsive **Bidder**. The **City** will determine that **Bidder**, and, in so doing, the following elements will be considered: whether the **Bidder** involved (a) maintains permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience. The City of Conyers reserves the right to exercise its discretion as to the responsibility of any **Bidder**.

When notified by and of the City Council's recommendation for award of this Contract, the **Contractor** shall immediately secure Performance and Payment Bonds as per the Contract, properly execute two (2) original Contract Documents and submit them to the **City**, with proof of insurance in accordance with the Special Provision in the Proposal, within five (5) calendar days of notification.

The City Council shall have the right to hold bids after bid opening for a period of sixty (60) days.

103.04 Return of proposal guaranty

Delete in its entirety and add the following:

All Proposal Guaranties (Bid Bonds) will be returned to all except the three lowest **Bidders** within three days after the opening of the bids, and the remaining Bid Bonds will be returned promptly after the **City** and the accepted **Bidder** have executed the Contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the **Bidder** at any time thereafter, so long as he has not been notified of the acceptance of this bid.

The **City** reserves the right to return all Proposal Guaranties by registered or certified mail and its

responsibility pertaining to them will end when they are mailed.

103.05 Requirements of performance and payment bonds

Delete in its entirety and substitute the following:

Simultaneously with his delivery of the executed Contract, the **Contractor** shall furnish a surety bond or bonds, in a sum equal to the full amount of the Contract, as security for faithful performance of the Contract and for the payment of all persons performing labor on the project under this Contract, and furnishing material in connection with this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the **City** and be countersigned by the State of Georgia's representative/agent. The surety issuing the bonds must be accepted by the U.S. Department of the Treasury and listed in Department Circular 570 and approved by the **City**.

Attorneys-in-fact who sign performance and payment bonds must file a certified and effectively dated copy of their power of attorney.

103.06 Execution and approval of contract

Add the following:

Execution of the Contract by **Contractor** shall not be considered complete unless **Contractor** submits proper proof of coverage of Insurance in compliance with the following requirements:

- A. **Contractor's** Liability Insurance: **Contractor** shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from **Contractor's** performance or non-performance of the work and **Contractor's** other obligations under the Contract Documents, whether such performance is by the **Contractor's** own organization, its subcontractors or suppliers, or any individual directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Contractor, at all times that this Contract is in force, agrees to provide, as a minimum, insurance coverages in accordance with the attached insurance requirements. The **City**, its subcontractors and affiliated companies, their officers, directors, deputy directors, and employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of the **City**, its subcontractors and affiliated companies and their officers, directors, deputy directors, and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the **City** prior to execution of the contract. Such insurance is primary insurance and shall contain a severability of interest clause as respects each insured.

1. Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of **Contractor's** employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than **Contractor's** employees;
4. Claims for damages insured by personnel 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;
5. Claims for damages, other than to work itself because of injury to or destruction of tangible property, including loss of use resulting there from; and,
6. 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.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to **City**. All such insurance shall remain in effect until final payment and at all times thereafter when **Contractor** may be correcting, removing, or replacing defective work. In addition, **Contractor** shall maintain such completed operations insurance for at least one year after final payment and furnish **City** with evidence of continuation of such insurance at final payment.

- B. **City** shall not be responsible for purchasing and maintaining any property insurance to protect the interests of **Contractor** or subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If **Contractor** wishes property insurance coverage within the limits of such amounts **Contractor** may purchase and maintain it at his own expense.
- C. If **City** has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by **Contractor** in accordance with subparagraphs A through E, **City** will notify **Contractor** thereof within ten (10) days of the date of the delivery of such certificates to **City**. **Contractor** will provide to the **City** such additional information in respect of insurance provided by him as **City** may reasonably request. The right of the **City** to review and comment on Certificates of Insurance is not intended to relieve the **Contractor** of his responsibility to provide insurance coverage as specified nor to relieve the **Contractor** of his liability for any claims which might arise.
- D. The limits of liability for the insurance required by paragraph A of these General Conditions shall provide coverage for not less than the following amounts or greater where required by law.

For Claims under paragraphs A.1 and A.2, Workmen's Compensation

State	Statutory
Applicable Federal (e.g.) Longshoremen's Employer's Liability	Statutory \$1,000,000/person

\$1,000,000/occurrence

For Claims under A.2 through A.5,

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

Bodily Injury:	
\$1,000,000	Each Person
\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate Products and Completed Operations

Property Damage Liability Insurance will provide explosion, collapse, and underground coverage where applicable.

Property Coverage or Builders Risk Policy:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence

Personal injury with employment exclusion deleted.

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

For Claims under A.6, Comprehensive Automobile Liability:

Bodily Injury:

\$1,000,000	Each Person
\$1,000,000	Each Accident

Property Damage:

\$1,000,000	Each Occurrence
-------------	-----------------

The Contractual Liability required by paragraph B shall provide coverage for not less than the following amounts:

Contractual Liability Insurance:

Bodily Injury:

\$1,000,000	Each Occurrence
-------------	-----------------

Property Damage:

\$1,000,000

Each Occurrence

\$1,000,000

Annual Aggregate

E. Scope of Insurance and Special Hazards

The amounts of insurance in subparagraph "D" above are minimum amounts of insurance to be carried. The **Contractor** shall carry such additional insurance as may be required to provide adequate protection of the **Contractor** and his subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations may be by the insured or by anyone directly or indirectly employed by him and, also, against any of the special hazards which may be encountered in the performance of this Contract.

The **Contractor's** and subcontractors' Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: excavation, shoring, underpinning, blasting and explosion to the extent to which such risks are present.

103.07 Failure to execute contract

Delete in its entirety and substitute the following:

Failure or refusal to execute and deliver the Contract, Contract Performance and Payment Bond, or furnish satisfactory proof of insurance coverage required within ten (10) days after the date of notice of the Department's recommendation for award shall be just cause for the annulment of the award and for the forfeiture of the Proposal Guaranty to the City of Conyers, not as a penalty, but as liquidation of damages sustained for such failure or refusal. At the discretion of the **City**, the award may then be made to the next lowest responsible/responsive Bidder, or the Work may be re-advertised or constructed by City forces.

If the **City** re-advertises the project, the **City** may, at its discretion, not allow the Bidder who refused or failed to execute a contract, or who requested to withdraw any bid, to perform work on that contract or project as a contractor, subcontractor or in any other capacity for any function of construction. The Contract and Contract bonds shall be executed in two (2) original counterparts.

SECTION 105 - CONTROL OF WORK

105.02 Plans and working drawings

Add the following paragraphs:

If, in the process of the Contract, discrepancies arise, the **Contractor** will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the **Contractor** will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof.

The **Contractor** shall submit promptly to the Engineer six (6) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the **Contractor** shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two (2) corrected copies. If requested by the Engineer, the **Contractor** must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the **Contractor** shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications at the time he furnishes such drawings.

105.14 Maintenance during construction

Retain in its entirety, but insert the following after the first paragraph:

At all times, the **Contractor** shall perform work as may be required to protect the entire site, including both existing conditions and performed work, from damage. Furthermore, the **Contractor** shall be responsible for all damages to all persons and property due to the non-maintenance of the project site.

SECTION 106 - CONTROL OF MATERIALS

106.03.A.3 Samples, tests, cited specifications

Add the following paragraphs:

The costs of any initial tests shall be borne by the **City**. Retesting due to failure of the initial test shall be billed to the **Contractor** by the City to include a ten percent (10%) administrative fee.

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturer's or vendor's names, catalog number, etc., it is intended merely to establish a standard; and any material, article, or equipment of the other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the **Contractor** without the Engineer's written approval.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.02 Permits and Licenses

Add the following paragraph:

The **Contractor** shall provide the **City**, on the proper form, proof of being licensed to do business within Rockdale County; proof of proper business licenses shall also be provided by the prime **Contractor** for any and all subcontractors coming under the jurisdiction of this Contract. (See Subcontractors' Notification List.)

107.13 Protection and restoration of property and landscape

Retain subparagraph C. and add the following paragraph:

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Delete subparagraph F in its entirety and substitute the following:

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 during the entire time of construction. 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, including mailbox enclosures of masonry construction.

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. Masonry mail boxes will not be relocated; however, if removed, a standard mail box will be installed.

107.15 Responsibility for damage claims

Add the following paragraph:

Contractor shall indemnify and hold harmless the **City** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit, and judgment, including attorney's fees, arising out of or resulting from the performance or non-performance of the work. **Contractor's** duty to indemnify applies in connection with, but is not limited to, injury to or death of any person or persons, loss of or damage to property caused by or in any way connected with **Contractor's** performance or non-performance of the work, whether such injury, death, loss, or damage results from any cause whatsoever. The **Contractor's** duty to indemnify shall extend to all claims, damage, loss, or expense caused in whole or in part by any act or omission of the **Contractor**, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The duty of the **Contractor** to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder.

107.17 Contractor's responsibility for the work

Retain in its entirety and add the following new paragraph:

"In case of an emergency which threatens loss or injury of property and/or safety of life, the **Contractor** will be allowed to act, without previous instruction from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the **Contractor** due to such extra work shall be promptly submitted to the Engineer for approval.

Where the **Contractor** has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer."

107.18 Acquisition of Right of Way

Delete in its entirety and substitute the following:

The **City** shall furnish all land and right-of-way necessary for the carrying out of this Contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way as herein contemplated may not be completely secured before construction begins, in which event the **Contractor** shall begin his Work upon such land and rights-of-way as the **City** may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the **City** be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said Work, the **Contractor** shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the Contract except by consent of the **City**, but time for completion of the Work will be extended to such time as the **City** determines will compensate for the time lost by such delay, such determination to be set forth in writing.

107.20 No waiver of Legal Rights

Retain in its entirety and add the following:

The **Contractor** shall guarantee the work accomplished under this Contract for a period of twelve (12) months from the date of final acceptance. The **Contractor** shall remedy, at his own expense, and without additional cost to the **City**, all defects arising from either workmanship or materials, as determined by the Engineer. The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear during the twelve (12) months.

All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the **City**, at the **Contractor's** expense. This guarantee does not apply to manufacturing defects of equipment furnished by the **City**.

The Performance Bond shall remain in full force and effect through the guarantee period.

SECTION 108 - PROSECUTION AND PROGRESS

108.01 Subletting of contract

Retain as written except as follows:

Delete the second and third paragraph and substitute the following:

In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but

shall perform, with his own organization, work amounting to not less than **fifty percent (50%)** of the total contract cost, including materials, equipment and labor.

All Subcontractors approved by the Engineer must submit a "Non-collusion Affidavit for Subcontractors, before any work by that Subcontractor may proceed.

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 Highway Sign Items
- All Landscaping Items
- All Permanent Traffic Markings
- 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.

108.11 Scheduling

Every effort shall be made to meet project schedules submitted and approved by the City. If scheduling changes are necessary, the Contractor shall notify the City 24 hours in advance to allow for rescheduling of field and material testing contractors contracted by the City. The Contractor shall be liable for costs accrued by the field and material testing contractor for work cancellations resulting from insufficient notification.

Notify Rockdale County Water Resources two (2) weeks in advance for requests to verify existing utilities which may require lowering of water lines or laterals that may interfere with operations.

The City shall not be liable for delays to schedules as a result of insufficient notice regarding the items above.

SECTION 109 – MEASUREMENT AND PAYMENT

109.07 Partial Payments

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

A. General

The Contractor shall on the first Monday of each calendar month submit the estimated total

value of items complete in place for the previous calendar month to the Engineer for verification. If discrepancies are discovered by the Engineer, he will contact the Contractor to make any necessary corrections as soon as possible. Such estimate is approximate only, and may not necessarily be based on detailed measurements. Value will be computed on the basis of Contract Unit Prices or on percentage of completion of any Lump Sum Item.

109.08 Final Payment

Delete in its entirety and substitute the following:

Upon completion by the **Contractor** of The Work, including the receipt of any final written submission of the **Contractor** and approval thereof, the **City** 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 **City** for work done, materials furnished, costs incurred, or otherwise arising out of this Contract Agreement and shall release the **City** from any and all further claims of whatever nature, whether known or unknown for and on account of said Contract Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

No final payment shall be made until the **Contractor and Subcontractors** furnishes to the **City** a sworn affidavit to the effect that all bills are paid and no suits and/or liens are pending in connection with the work done or labor and materials furnished under this Contract. Final payment will be made within sixty (60) days after approval by the City.

The **Contractor** will be required to maintain all work done by him in a first-class condition for sixty (60) days after the same has been completed as a whole, and the City has notified the **Contractor** in writing that the work has been finished to its satisfaction. The retained percentage will not be due or payable to the **Contractor** until the 60-day maintenance period has ended.

SECTION 301 – Cement Stabilized Reclaimed Base Construction

301.1 General Description

This work includes constructing a cement stabilized base course by pulverizing the existing pavement structure and mixing with Portland cement to the depth specified on the plans. Construct according to these Specifications and to the lines, grades, thickness, and typical cross-sections shown on the Plans or established by the Engineer.

301.1.01 Related References

A. Standard Specifications

- Section 412—Bituminous Prime
- Section 800—Coarse Aggregate
- Section 814—Soil Base Materials
- Section 821—Cutback Asphalt
- Section 830—Portland Cement
- Section 880—Water

B. Referenced Documents

General Provisions 101 through 150

GDT Test Methods			
GDT 19	GDT 21	GDT 65	GDT 86
GDT 20	GDT 59	GDT 67	

301.1.01 Submittals

Before constructing a test section according to Subsection 301.3.04.E.1, submit a Construction Work Plan to the Engineer. Include proposed equipment and proposed compaction procedures. If the Engineer determines that the Work Plan is not satisfactory, revise the compaction procedure and augment or replace equipment, as necessary, to complete the Work.

301.2 Materials

Ensure that materials meet the requirements of the following Specifications:

Material	Section
Blotter material (sand)	<u>412.3.05.G.3</u>
Course Aggregate	<u>800</u>
Soil Base Material	<u>814.2.02</u>
Cutback Asphalt, RC-30, RC-250, or MC-30, MC-70, MC-250	<u>821.2.01</u>
Portland Cement (Type I or Type II)	<u>830.2.01</u>
Water	<u>880.2.01</u>

301.3 Construction Requirements

301.3.01 Personnel

Ensure that only experienced and capable personnel operate equipment.

301.3.02 Equipment

Use equipment that has been approved by the Engineer before construction begins. Provide equipment in satisfactory condition capable of continuously mixing materials (pavement structure, soil, water, and cement) to a consistent depth. Use equipment capable of providing a homogenous blend.

301.3.03 Preparation

Potholing of Utilities is not required. However, the City highly encourages the Contractor to pothole all utilities to determine the depth of such utilities. All potholes must be performed within the existing paved road. Potholing outside of the paved road must be approved by the Inspector or Engineer and shall be re-grassed to existing or better condition. If the Contractor chooses to pothole, the cost shall be included in item 301-6000. No separate payment will be made.

Loosen and pulverize the in-place pavement structure to the width and depth to be stabilized without damaging the underlying materials. Add water to assist pulverization if necessary.

The Typical Section to be used is shown in the construction plans. It requires pre-mixing the asphalt and underlying material to a depth necessary to achieve a final **8 inch** reclaimed base, after haul-off. The material will then be graded and compacted. A milling machine will then mill down to below the gutter line and the excess material hauled away. After milling is complete, the cement will then be added and mixing will take place to a depth of **8 inches** before final grading and compaction. At no time shall a roadway be un-passable to thru traffic. An approved cement spreading truck and an approved reclamation machine (minimum 600 hp) are required.

The existing earth shoulder and reclamation material shall be bladed to a smooth and uniform section on shoulders and slopes. Any excess and/or undesirable material will be loaded and hauled away by the contractor to a pre-determined location or can be disposed of by the contractor.

301.3.04 Construction

A. Weather Limitations

1. Mix cement-stabilized base only when the weather permits the course to be finished without interruption within the time specified.
2. Mix materials only when the moisture of the materials to be used in the mixture meets the specified limits.
3. Begin mixing only when the air temperature is above 40°F (4°C) in the shade and rising.
4. Ensure that the temperature of the pavement course and underlying materials are above 50°F (10°C).
5. If the work is interrupted for more than two hours after cement has been added, or if rain increases the cement's moisture content outside the specified limits, remove and replace the affected portion at no additional cost to the Department.

B. Moisture Adjustment

Adjust the moisture content of the roadway materials to within 100 to 120 percent of the optimum moisture immediately before spreading the cement. The optimum moisture content is determined by

the Job Mix Design and can be adjusted by the Engineer.

C. Cement Application

1. Uniformly spread the required amount of Portland cement with a cyclone-type mechanical spreader or its equivalent. Do not use pneumatic tubes to transfer the cement from the tanker directly onto the material to be stabilized.
2. Apply cement at the rate specified on the Job Mix Design (as established by GDT-65) and mix to the depth shown on the Plans. The Engineer may alter the spread rate during the progress of construction if necessary. Maintain the application rate within + 10 percent of that specified by the Engineer.
3. Provide both equipment and personnel to measure the application rate of cement placed.
4. Apply cement on days when wind will not interfere with spreading.
5. If the cement content is below the 10 percent limit in the mixing area, add additional cement to bring the affected area within the tolerance specified and recalibrate the mechanical spreader's spread rate. If the cement content is more than the 10 percent limit in the mixing area, the excess quantity will be deducted from the Contractor's pay for cement.
6. Regulate operations to limit the application of cement to sections small enough so that all of the mixing, compacting, and finishing operations can be completed within the required time limits.
7. Pass only spreading and mixing equipment over the spread cement and operate this equipment so that it does not displace cement.
8. Replace damaged cement at no cost to the Department when damage is caused by:
 - Hydration due to rain, before or during mixing operations.
 - Spreading procedures contrary to the requirements stated above.
 - Displacement by the Contractor's equipment or other traffic.
9. Do not spread cement on any areas that "pump" under construction traffic.

D. Mixing

1. Begin mixing as soon as possible after the cement is spread, and continue until a homogeneous and uniform mixture is produced. Make any necessary changes to meet the Engineer's requirements if the equipment does not produce a homogeneous and uniform mixture conforming to these Specifications.
2. Continue pulverizing until the base mixture is uniform in color and conforms to the following gradation requirements
 - 95 percent passing the 2 inch (50mm) sieve
 - 55 percent of the roadway material, excluding gravel, passes the No. 4 (4.75mm) sieve.
3. Add water as needed to maintain or bring the moisture content to within the moisture requirements immediately after the preliminary mixing of the cement and roadway material.
4. Mix the additional water homogeneously into the full depth of the mixture.

E. Compaction and Finishing

1. Test Section

- a. Use the first section of each constructed cement-stabilized base course as a test section.
- b. Construct a test section between 350 feet (100m) and 500 feet (150m) long at the designated width.
- c. The Engineer will evaluate compaction, moisture, homogeneity of mixture, thickness of stabilization, and finished base surface. If the Engineer deems necessary, revise the compaction procedure or augment or replace equipment.

2. Time Limits

- a. Begin compaction within 45 minutes from the time water is added to the cement mixture.
- b. Complete compaction within 2 hours.
- c. Complete all operations within 4 hours, from adding cement to finishing the surface.
- d. Do not perform vibratory compaction on materials more than 90 minutes old, measured from the time cement was added to the mixture.

3. Moisture Control

During compaction, ensure that the moisture is uniformly distributed throughout the mixture at a level of between 100 and 120 percent of the optimum moisture content.

4. Compaction Requirements

- a. **A minimum 10 ton sheep’s foot roller will be the only compactor approved for initial compaction efforts. A steel drum roller may be used for intermediate or final compaction at the Engineers discretion.**
- b. Compact the cement-stabilized base course to at least 98 percent of the maximum dry density established on the Job Mix Design.
- c. Uniformly compact the mixture and then shape to the grade, line, and cross- section shown on the Plans.
- d. Remove all loosened material accumulated during the shaping process. Do not use additional layers of cement treated materials in order to conform to cross-sectional or grade requirements.
- e. Use a pneumatic-tired roller to roll the finished surface until it is smooth, closely knit, and free from cracks or deformations, and conforming to the proper line, grade, and cross-section.
- f. In places inaccessible to the roller, obtain the required compaction with mechanical tampers approved by the Engineer. Apply the same compaction requirements as stated above in Subsection 301.3.04.E.4.
- g. Perform grading operations immediately after the placement and compaction operations. Roll the stabilized base course again with a pneumatic-tired roller.

F. Construction Joints

- 1. Form a straight transverse joint at the end of each day’s construction or whenever the Work is interrupted.
- 2. Create the straight transverse joint by cutting back into the completed Work to form a true

vertical face free of loose or shattered material.

3. Form the joint at least 2 feet (600mm) from the point where the spreader strike-off plate comes to rest at the end of the day's work, or at the point of interruption.
4. Form a longitudinal joint as described above if cement-stabilized mixture is placed over a large area where it is impractical to complete the full width during one day's work. Use the procedure for forming a straight transverse joint. Remove all waste material from the compacted base.

G. Priming the Base (This may be waived at the discretion of the Engineer)

1. Apply bituminous prime according to Section 412 as soon as possible and in no case later than 24 hours after completion of the finishing operations.
2. Apply prime only to an entirely moist surface. If weather delays prime application, apply prime as soon as the surface moisture is adequate.
3. Maintain and protect the curing seal for seven days.
4. Protect finished portions of the cement-stabilized base course that are used by equipment in the construction of an adjoining section to prevent marring or damaging of the completed Work. Protect the stabilized area from freezing during the curing period.

H. Opening to Traffic

1. Do not permit any traffic or equipment on the finished surface of the base course until the prime has hardened enough so that it does not pick up under traffic. For the first seven days after priming, restrict traffic to lightweight vehicles such as passenger cars and pickup trucks. Do not allow vehicles with an average axle load exceeding 20,000 pounds (9Mg) on the unfinished base at any time.
2. Correct any failures caused by traffic at no additional cost to the Department.

I. Protection of Course

Maintain the base course until the Engineer determines that it has sufficiently cured and is ready to be covered with the pavement course. Make repairs specified in Subsection 300.3.06.B, whenever defects appear. This preservation action does not relieve the Contractor of his responsibility to maintain the Work until final acceptance as specified in Section 105.

301.3.06 Quality Acceptance

The City will provide an independent testing services firm to perform acceptability testing such as FDR compaction testing, moisture testing, and spread rate testing, etc. Any other tests or requirements to deliver the contract per the Contract Documents will be the responsibility of the Contractor.

A. Compaction Tests

1. Determine the maximum dry density from representative samples of compacted material, according to GDT 19 or GDT 67.
2. Determine the in-place density of finished courses according to GDT 20, GDT 21 or GDT 59, as soon as possible after compaction, but before the cement sets.

B. Gradation Test

Ensure that the gradation of the completely mixed cement-stabilized base course meets the requirements of Subsection 301.3.04.D.2.

C. Finished Surface

Check the finished surface of the cement-stabilized base course transversely.

1. Check the surface using a 15 ft (4.5 m) straightedge parallel to the centerline.

Additionally, use one of the following tools:

- A template, cut true to the required cross-section and set with a spirit level on non-superelevated sections
 - A system of ordinates, measured from a stringline
 - A surveyor's level
2. Ensure that ordinates measured from the bottom of the template, stringline, or straightedge, to the surface do not exceed 1/4 in (6 mm) at any point. Rod readings shall not deviate more than 0.02 ft (6 mm) from required readings.
 3. Correct any variations from these requirements immediately according to Subsection 300.3.06.B, "Repairing Defects."

C. Thickness Tolerances

1. Thickness Measurements

Determine the thickness of the cement-stabilized base course, by making as many checks as necessary to determine the average thickness, but not less than one check per 1000 feet (300m) per 2 lanes.

2. Excess Thickness
 - a. Determine the average thickness per linear mile (kilometer) from all measurements within each mile (kilometer) increment.
 - b. Ensure that the average thickness does not exceed the specified thickness by more than ½ in (13 mm).
 - c. If the basis of payment is per cubic yard (meter), and the average thickness for any mile (kilometer) increment exceeds the allowable ½ in (13 mm) tolerance, the excess quantity in that increment will be deducted from the Contractor's payments.
 - d. The excess quantity is calculated by multiplying the average thickness that exceeds the allowable ½ in (13 mm) tolerance by the surface area of the base, as applicable.

E. Strength

1. Ensure that the strength of the completed cement-stabilized base course is at least 300psi (2070kPa), as determined from testing the unconfined compressive strength of cores from the completed course in accordance with GDT 86.
2. If a strength test falls below 300psi (2070kPa), do the following:
 - a. Isolate the affected areas by securing additional cores every 75 feet (23m) on each side of the failing area.
 - b. Average all compressive strengths in the affected area to determine the basis for corrective work according to the following table or the Engineer's directions.

Compressive Strength	Corrective Work
300 psi (2070 kPa) or greater	None
200 psi (1380 kPa) to 299 psi (2069 kPa)	Proofroll and correct deficient areas per direction of the Engineer.
Less than 200 psi (1380 kPa)	Reconstruct affected area at Contractors Cost.
<p><i>Notes:</i></p> <p>1) <i>Ensure that a corrected area requiring asphaltic concrete is at least 150ft (45m) long and covers the full width of the cement-stabilized base surface.</i></p> <p>2) <i>Perform corrective work requiring asphaltic concrete or reconstruction at no additional cost to the Department.</i></p>	

301.4 Measurement

A. Base Material

Measure base material by the cubic yard (meter), loose volume, as specified in Section 109, during mixed-in-place construction when it is necessary to add materials to the roadbed or to build up the base with new material.

B. Cement-Stabilized Base Course

Measure the surface length along the centerline when payment is specified by the square yard (meter). The width is specified on the Plans. Measure irregular areas, such as turnouts and intersections, by the square yard (meter).

C. Portland Cement

Measure Portland cement by the ton (megagram).

D. Bituminous Prime

Bituminous prime is not measured for separate payment. Include the cost of furnishing and applying bituminous prime according to the provisions of Section 412 in the Unit Price Bid for each individual base item.

E. Coarse Aggregate

Measure coarse aggregate by the ton (megagram).

301.5 Payment

A. Base Material

When it is necessary to add other materials to those in the roadbed, or to build up the base with entirely new materials, the added base materials, will be paid for at the Contract Unit Price per square yard (meter), complete, in place, and accepted. Payment will be full compensation for soil-cement material, mixing in the pit, loading, unloading, and spreading.

B. Cement-Stabilized Base Course

Cement-stabilized base, in-place and accepted, will be paid for at the Contract Unit Price per square

yard (meter). Payment will be full compensation for roadbed preparation, mixing on the road, shaping, pulverizing, watering, compaction, defect repair, and maintenance.

C. Portland Cement

Portland cement will be paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for furnishing, hauling, and applying the material. Only Type I or Type II Portland cement incorporated into the finished course will be paid for and no payment will be made for cement used to correct defects due to the Contractor’s negligence, faulty equipment, or error.

D. Coarse Aggregate

Coarse aggregate will be paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for furnishing, hauling, spreading, watering, shaping, and compacting the material.

Payment will be made under:

Item No. 301	Base – including material	Per cubic yard (meter)
Item No. 301	Cement Treated Base Course	Per square yard (meter)
Item No. 301	Type I or Type II Portland Cement	Per ton (megagram)
Item No. 800	Coarse Aggregate – including material	Per ton (megagram)

END OF SECTION

APPENDIX A

CONSTRUCTION PLAN SET

APPENDIX B

FDR MIX DESIGN

(Prepared by Construction Materials Services, Inc.)

APPENDIX C

ADDENDUMS