

CONTRACT & BID DOCUMENTS

FOR SUGAR CREEK EMERGENCY SEWER REPAIR – FY25

Project No. 25-03-700



**Prepared by:
ENGINEERING DEPARTMENT
CITY OF VALDOSTA
March 2025**

Bid Opening Date: April 10, 2025

SUGAR CREEK EMERGENCY SEWER REPAIR – FY25

Project No. 25-03-700

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Plans Titled "SUGAR CREEK EMERGENCY REPAIR – FY25"

Incorporated by reference:

- City of Valdosta Standard Specifications for Water and Sewer Construction

- Specifications for Pipeline Occupancy of Norfolk Southern Corporation Property

**INVITATION FOR BID
FOR
SUGAR CREEK EMERGENCY SEWER REPAIR – FY25
Valdosta, Georgia**

Sealed bids will be received by the City of Valdosta at the office of the City Engineer, City Hall Annex Building, 300 N. Lee Street, Valdosta, Georgia, until 10:40 AM, Local Time, on Thursday, April 10, 2025 for the repair and realignment of a portion of the sewer trunk line along Sugar Creek and the replacement of two aerial crossings across Sugar Creek including related work.

The work consists of the installation of ±780 LF of new 30" PVC gravity sewer pipe, new manholes, abandonment and grout filling of the existing 36" gravity sewer line, replacement of two 8" aerial crossings with 16" steel casings, concrete support piers, bypass pumping, clearing and grubbing, and all related work.

Specifications, Bidding and Contract Documents can be found on the City of Valdosta website <http://www.valdostacity.com/bid-opportunities> . This will be a Unit Price Contract, and payments will be made on a monthly basis with payment to be based on actual quantities of work measured. The list of items shown in the Unit Price Schedule is inclusive of all the work shown and described. The contract time is 120 calendar days. For more information contact Charlie Clark, Engineering Project Manager, at (229) 259-3530.

No bid may be withdrawn for a period of thirty (30) days after the scheduled time for receiving the bids.

Bids must be accompanied by a signed and notarized non collusive affidavit as well as a signed and notarized Georgia Security & Immigration Compliance affidavit.

Bids must be accompanied by a certified check or bid bond in an amount of not less than five (5) percent of the amount bid. A Contract Performance Bond and Payment Bond equal to one hundred (100) percent of the contract price will be required. If bid price is \$25,000.00 or less no bonds are required.

A mandatory Pre-Bid meeting will be held on Tuesday, March 25, 2025 at 2:00 PM at the Engineering Department office, 300 N. Lee Street, Valdosta, Georgia. No one will be allowed to sign in after 2:00 PM.

The successful bidder, being responsible as well as responsive, shall commence work with an adequate force and equipment on a date specified in a written order of the City Engineer and complete the work within the time specified under the Special Conditions section of these specifications.

The City of Valdosta reserves the right to reject any or all bids, to waive informalities and to readvertise.

The City of Valdosta is an equal opportunity employer.

CITY OF VALDOSTA, GEORGIA
Engineering Department

PROPOSAL

TO: City of Valdosta, Lowndes County, Georgia

All interested parties:

In compliance with the advertisement for bids, the undersigned, hereinafter called the Bidder, proposes to enter into a contract with the City of Valdosta to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the construction of the work stipulated herein in full, and in complete accord with the shown, noted, described, specified and reasonably intended requirements of the Specifications, Drawings, and Contract Documents to the full and entire satisfaction of the Owner.

The Bidder has carefully examined and fully understands the contract, plans, specifications and other documents hereto attached and has made a personal examination of the site of the proposed work and hereby agrees that if his proposal is accepted, the Bidder will contract with the City of Valdosta in compliance with the specifications.

The Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item; the Bidder acknowledges that the estimated quantities are not guaranteed, and are for the purpose of comparison of Bids; and the Bidder acknowledges that final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Bidder will perform the following Work at the indicated unit prices:

The rest of this page intentionally left blank.

See next page for unit cost schedule.

SUGAR CREEK EMERGENCY SEWER REPAIR
UNIT COST SCHEDULE - BIDDER'S FORM

CITY OF VALDOSTA, LOWNDES COUNTY, GEORGIA

ITEM NO.	DESCRIPTION	QUANTITY	UNIT		UNIT PRICE		TOTAL COST
150-0001	Mobilization, bonds, temp facilities	1	LS	\$		\$	
150-0002	Testing and Inspections	1	LS	\$		\$	
150-0003	Asbuilt Survey	1	LS	\$		\$	
150-1000	Railroad Flagging and Construction Monitoring Services	1	LS	\$		\$	
163-0232	Temporary Grassing	0.4	AC	\$		\$	
163-0240	Temporary Mulch	0.4	AC	\$		\$	
171-0010	Silt Fence (Sd1-NS) (including Maintenance)	521	LF	\$		\$	
171-0011	Silt Fence (Sd1-S) (including Maintenance)	766	LF	\$		\$	
210-0100	Grading Complete (Including Clearing, Grubbing and Demolition)	1	LS	\$		\$	
201-1500	Unclassified Excavation - removal and offsite disposal of unsuitable soils - contingency item, to be performed as directed by Owner/Engineer	50	CY	\$		\$	
206-0002	Borrow Excavation Including Material - contingency item, to be performed as directed by Owner/Engineer	50	CY	\$		\$	
210-0250	Undercut Excavation (removal and offsite disposal of unsuitable soils and replacement with suitable material)	50	CY	\$		\$	
441-0001	Concrete Pier	4	EA	\$		\$	
441-0004	Concrete Flume	10	SY	\$		\$	
610-0815	Remove Sewer Manhole	4	EA	\$		\$	
610-0816	Abandon Existing Manhole	4	EA	\$		\$	
610-1700	Remove Sewermain	136	LF	\$		\$	
610-1701	Grout Fill	207	CY	\$		\$	
643-8010	New 4' Chainlink Fence	200	LF	\$		\$	
660-1425	8" PVC Sewermain (Complete in Place)	250	LF	\$		\$	
660-1430	30" PVC Sewermain (Complete in Place)	784	LF	\$		\$	
615-2555	Jack and Bore 48" Steel Casing (.688" Thick)	156	LF	\$		\$	
660-4040	Open Cut 18" Steel Casing (.31" Thick)	112	LF	\$		\$	
668-3300	Sewer Manhole (6' Depth)	3	EA	\$		\$	
668-3301	Sewer Manhole (Doghouse)	4	EA	\$		\$	
668-3311	Additional Manhole Depth	55	VF	\$		\$	
668-3400	Sewer Manhole Sign (Typ.)	9	EA	\$		\$	
668-3312	Line and Coat Existing Manhole	3	EA	\$		\$	
668-4000	Bypass Pumping	1	LS	\$		\$	
700-6910	Permanent Grassing (Grassing Complete)	0.4	AC	\$		\$	
TOTAL =							

In case of discrepancies between figures in the unit prices and the total, the unit price shall apply.

It is understood and agreed that the quantities listed in this proposal are approximate only and are intended principally to serve as a guide in comparing bids and may be increased without invalidating the unit costs.

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this proposal or the contract to be entered into as principles, are named herein; and this proposal is made without connections with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Failure to properly acknowledge any Addendum shall result in a declaration of non-responsiveness and disqualify the bid.
Receipt of the following addenda is acknowledged:

Addenda Number	Date
_____	_____

The full names and addresses of persons or parties interested in the foregoing bid as principles are as follows:
Company & Address:

Date: _____

Signature

Signature

Registered Utility Contractors License Number: _____

END OF SECTION

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she is a
(print name)

_____ of _____
(Owner, Officer, Agent, etc.) (Name of Business)

who is making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the bid price of affiliate or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder

Title

Subscribed and sworn to before me this _____ day of _____ 2025

Signed by: _____
Notary Public (seal)

Print Name: _____ My Commission expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name:

Contractor's Name:

City of Valdosta Georgia Contractor Affidavit

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

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Valdosta, Georgia, the Contractor will secure from subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Valdosta Georgia at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify TM User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

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

INSTRUCTION TO BIDDERS

GENERAL:

Bidders are required to examine the Drawings and Specifications and other Contract Documents carefully and to make such examinations of the site of the proposed work as are necessary to familiarize themselves with the nature and extent of the work to be done and with all local conditions which may affect the proposed construction. Bidders are also required to inform themselves fully in regard to construction and labor conditions under which the work will be performed. The Owner will not be responsible for Bidders errors or misjudgment, nor for any information on local conditions or general laws and regulations.

Insofar as practicable the contractor will be required to so schedule his operations and employ such methods of carrying out the work that he will not cause any interruptions of, or interfere with the use of any existing premises and shall bear the expense of repair or any other cost incurred.

Scheduling of construction shall be done with the approval of the Engineer.

LOCATION AND SITE:

The site of the proposed work is in the City of Valdosta, Valdosta, Georgia.

The contractor shall, before submitting his bid, visit the site and acquaint himself with existing conditions.

PRE-BID CONFERENCE:

All parties associated with or interested in this project are welcomed to participate. A Conference Sign-In Sheet will be kept by the City to verify the parties' participation.

MAKING BIDS:

All bids must be submitted on Proposal forms attached hereto. No price changes shown on the envelope will be acknowledged. All proposals must be signed in ink by the person, or persons authorized to sign same, Bidders shall bid on all items of the proposal.

SUBMITTING BIDS:

Each bid must be submitted in a sealed envelope, bearing on the outside the name of the Bidder, his or their address, and addressed to the City Engineer, City of Valdosta, City Hall, Valdosta, Georgia and plainly marked as defined by the State of Georgia Licensing Board, **the Registered Utility Contractors License Number must appear on the front of envelope and in the space provided in the Bid Proposal.**

BID MODIFICATIONS:

Bid modifications are not allowed. Complete withdrawal or complete exchange of bid is acceptable, if done before scheduled bid opening.

AUTHORITY TO SIGN:

If a proposal is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and post office 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 the laws of which the Corporation is chartered and his, or their authority for signing same; and the names, titles and addresses of the President, Secretary and Treasurer, and the Corporate authority for doing business in this State.

RIGHTS RESERVED:

The Owner reserves the right to reject any or all bids. It is understood and all bids are made subject to this agreement, that the Owner reserves the right to decide which bid is deemed the lowest and best, and in arriving at this decision, due consideration will be given to the Bidder, his financial responsibility, and work of this type successfully completed.

Any unauthorized conditions, limitations or provision attached to the Proposal will render it informal, and may cause its rejection. The Owner reserves the right to waive informalities.

No bids received after the time set for opening Proposals will be considered. No bids may be withdrawn after the bid opening.

PRICES BID:

The price bid shall include furnishing all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, substantial and workmanlike manner the work specified in strict conformity with the drawings or direction of the Engineer.

CORRELATION AND INTENT OF DOCUMENTS:

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

The intent of the documents is that the Contractor will furnish all labor and equipment, materials, accessories, fittings, transportation, tools and appurtenances, such as may be reasonably required under the terms of the Contract to make such items of work complete.

The drawings are intended to conform and agree with the specifications; if however, discrepancies occur, the Engineers will decide which shall govern. Special specifications stated on the drawing govern that particular piece of construction and have equal weight with the printed specifications.

INTERPRETATIONS:

Requests for interpretations of drawings and specifications must be made in writing to the City Engineer not later than five (5) days prior to receipt of Proposals. Any interpretations made to bidders will be issued in the form of Addenda to the Specifications and sent to the bidders.

GUARANTEE TO ACCOMPANY PROPOSAL:

No proposal will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount of not less than five (5) percent of the bid and made payable to the City of Valdosta, Georgia.

RETURN OF THE PROPOSAL GUARANTEES:

All proposal guarantees will be returned within ten (10) days following the opening of Proposals if requested, except those of the three lowest bidders, which will not be returned until after a satisfactory bond has been furnished and the Contract has been executed.

WITHDRAWAL OF PROPOSAL:

No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening thereof.

REJECTION AND IRREGULAR PROPOSALS:

Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations of form, additions not called for, conditions, unauthorized alternate bids or irregularity of any kind.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

CONTRACT PERFORMANCE BOND AND PAYMENT BOND:

The Contractor will be required to furnish a Contract Performance Bond and a Payment Bond executed by a Surety Company duly authorized to do business in the State of Georgia, in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all persons performing labor and furnishing materials in connection with this contract.

The form of the bonds shall be attached to these specifications and the Surety shall be acceptable to the Owner. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses under the bonds, including both engineering and legal services shall lie against the bonds. The Contractor will be

required to give a one-year guarantee covering workmanship and materials. The Contract Bond shall remain in force for one year from date of final acceptance of the equipment, materials and construction.

BOND REQUIREMENTS:

All bonds must be submitted on forms provided by an insurance company licensed in the State of Georgia. Payment and Performance Bonds shall be submitted in quadruplicate.

INSURANCE, PROOF OF CARRIAGE:

The contractor will be required to furnish the Owner with satisfactory proof of the carriage of the insurance required.

AWARD:

The award of the contract will be made as soon as practicable to the lowest responsible bidder meeting the requirements of the Owner; provided that in the selection of equipment or materials a contract may be awarded to a responsible bidder other than the lowest in the interest of standardization or ultimate economy. The successful bidder will be notified of the intention to award as soon after bids are opened as possible.

BIDDERS NOTICE:

Bidders are hereby notified and agree by submission of their Proposal that, after award of the Contract, should additional items not listed in the Proposal become necessary and require unit prices not established by the Proposal, that the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the City of Valdosta, Georgia (Party of the First Part, hereinafter called the **Owner**) and _____ (Party of the Second Part, hereinafter called the **Contractor**). THIS AGREEMENT is on a unit basis. It is understood that the quantities in the Contractor's Bid Proposal are approximate, and are subject either to increase or decrease, and payment will be based on actual quantities of work measured.

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Owner, for the consideration herein mentioned in this proposal and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in good, firm, substantial and workmanlike manner the work specified, in strict conformity with the drawings, and the specifications hereinafter set forth, which drawings and the specifications, together with the foregoing proposal made by the Contractor, the Instructions to Bidders, General Conditions and this agreement, shall all form essential parts of this Agreement. The work covered by this agreement includes all work shown on plans and specifications and listed in the attached proposal, to-wit:

CONTRACT NO 25-03-700 SUGAR CREEK EMERGENCY SEWER REPAIR – FY25

THE CONTRACTOR shall commence the work with adequate force and equipment on a date to be specified in a written Notice to Proceed from the Engineer and shall complete the work within 120 consecutive calendar days from and including said date.

In the event the contractor fails to complete the work within the contract time listed above, liquidated damages shall be paid to the Owner at the rate of \$500 per day, plus any expense incurred by the Owner for engineering, legal and inspection services associated with such delays until substantial completion is achieved.

THE OWNER shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract for all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. With extended prices being the sum of _____ (\$_____), which sum shall be paid in the manner and terms specified in the Contract Documents but, before issuance of certificate of payments, if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material, bills, and other indebtedness connected with the work have been paid, the Owner may withhold in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such

amount or amounts withheld or retained may be applied by the Owner to the payment of such claims.

It is further mutually agreed between the parties hereto that if, at any time after the execution of the agreement and the surety bonds hereto attached for its faithful performance, the First Party shall deem the Surety or Sureties upon such bonds to be unsatisfactory, the Second Party shall, at its expense, within five (5) days after the receipt of notice from the First Party, so to do, furnish an additional bond or bonds in such form and amount, and with such Surety or Sureties as shall be satisfactory to the First Party. In such event no further payment to the Second Party shall be deemed to be due under this agreement until such new or additional securities for the faithful performance of the work shall be furnished in manner and form satisfactory to the First Party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in

quadruplicate, this _____ day of _____, 2025.

CITY OF VALDOSTA, GEORGIA
(Owner)

ATTESTED:

City Clerk

BY _____
(Seal) City Manager

ATTESTED:

Corporate Secretary

Contractor

Executed in Quadruplicate

(Corporate Seal)

GENERAL PROVISIONS

GENERAL NOTES:

These General Provisions shall apply to the Work as a whole and to each and all phases of the Work. Subcontractors shall be supplied with a copy of these General Provisions and no arrangements or contracts between the Contractor and the subcontractor are to be in conflict with same. They shall also apply to any modifications or extra work.

ACQUAINTANCE WITH CONDITIONS:

The Contractor shall be familiar with the site conditions, obstructions, etc. before starting the Work and report to the Engineer any discrepancy he might find. If no report is made there will be no additional compensation for encountering such.

DEFINITIONS:

Contract: The Contract consists of the Invitation for Bids, Proposal, Agreement, Bid Bond, Performance Bond, Payment Bond, Opinion of Attorney, Instruction to Bidders, General Provisions, Special Provisions, Measurement and Payment, Specifications, and the Drawings, including all changes incorporated therein before their execution. These documents form the Contract.

Owner: The Party of the First Part in the accompanying Contract.

Contractor: The Party of the Second Part in the accompanying Contract.

Subcontractor: Includes only those having a direct contract with the Contractor; it includes one who furnishes materials worked to a special design according to the Drawings and Specifications of this Work but does not include one who merely furnishes material not so worked.

Work at the Site of Project: The Work to be performed includes efforts and tasks normally done at the location of the project including all materials, equipment, labor, services and documentation necessary to construct the Project as defined in the Contract and includes efforts of the Contractor and the Subcontractors. The Work as employed herein means all tasks and efforts to be accomplished by the Contractor under the terms of this Agreement or as specified by the Engineer.

Project: The Work as a whole under this Contract, including all labor and materials, and all other items included in the Contract documents.

Engineer: The City Engineer and his office; the City Engineer will make the final decisions on design and construction.

City Engineer: Refers to the City Engineer, the City Engineer's staff, assistants and inspectors.

City: Refers to City of Valdosta, Georgia.

Written Notice: Written notice shall be deemed to have been fully served if delivered in person to the individual or to an officer of the Corporation for whom it is intended or if delivered at or sent by mail to the last business address known to the person who gives the notice.

STATUS AND DECISIONS OF ENGINEER:

The Engineer shall have general supervision and direction of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract.

The Engineer shall make decisions on all claims of the Contract and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract documents.

PLANS AND DOCUMENTS FOR CONSTRUCTION PURPOSES:

The Contractor shall download from the City of Valdosta website a complete set of construction documents and Contract Specifications applicable to the Work required under this Contract for use during the course of construction. Revisions shall also be downloaded from the City's website. For download instructions, please visit the City of Valdosta website at www.valdostacity.com or contact the Engineering Department. If hardcopies are needed, the Contractor will be responsible to make efforts to have such hardcopies produced at his own expense.

SHOP DRAWINGS:

The Contractor shall provide the Engineer with four copies of shop drawings of any structure which requires details not shown on the construction Drawings. The Contractor shall provide shop drawings of any structure he intends to build in order to facilitate the construction of the project as a whole. The Contractor is to check shop drawings before sending them to the Engineer for approval and shall mark them as approved. The Engineer shall then check shop drawings and approve or disapprove them. Approval will not relieve the Contractor of any responsibility for accuracy of dimensions or details.

DRAWINGS AND SPECIFICATIONS:

All Drawings and Specifications are the property of the Engineer and are not to be used on other work without the permission of the Engineer. The Contractor shall keep a set of Drawings and Specifications on the site during the times of construction, and if the Contractor has no Drawings and Specifications, the Engineer shall have the authority to stop work until the above mentioned Drawings and Specifications are present on the site.

SPECIFICATIONS AND DRAWINGS TO BE COOPERATIVE:

The Specifications, the Drawings accompanying them and other Contract documents shall be supplementary to each other, and any material, workmanship and/or service which may be in one but not called for in the others shall be as binding as if indicated, called for, or implied by all.

The Contractor will understand that the Work herein described shall be completed in every detail notwithstanding that every item necessarily involved is not particularly mentioned, and the Contractor shall be held to provide all labor and material necessary for the completion of the indicated Work. Before starting the Work of the Contract, **the Contractor shall report in writing to the Engineer any discrepancy which he may discover between the Drawings and Specifications.** If the Contractor fails to call such discrepancy to the attention of the Engineer, the subsequent decisions of the Engineer as to which is correct shall be binding and final. Should any error and inconsistency appear in the Drawings or Specifications, the Contractor, before proceeding with the Work, shall make mention of the same to the Engineer for proper adjustment and in no case shall he proceed with the Work in uncertainty.

PROGRESS SCHEDULE:

The Contractor shall prepare and present to the Engineer a carefully prepared Schedule of Work which shall set forth the series of dates upon which the Contractor proposes to begin and finish the different parts of the Work.

ORDER OF WORK:

The Work shall be begun at such points as the Engineer shall designate and shall be prosecuted in the order he shall direct. This applies to both location and items of construction. The Contractor shall have no claim for extra compensation because of restrictions and limitations of work prescribed by the Owner.

SEQUENCE OF OPERATIONS:

In order that all phases of work to be done under the whole project may be properly coordinated, the Contractor shall arrange the sequence of his work in accordance with the schedule accepted and adopted in the early stages of construction. Such work schedule shall be approved by the Engineer and Owner.

WORK NOT SHOWN ON PLANS AND DRAWINGS:

In the carrying out of this Work as contemplated by the Drawings and Specifications, there may arise certain items of work for which definite plans have not yet been decided upon. All such work when authorized shall be paid for as provided in Changes of the Work.

PERFORMANCE OF WORK BY CONTRACTOR:

The Contractor shall perform on the site and with his own organization, at least 50 percent of the total amount of the Work to be performed under this Contract. If, during the progress of the Work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the Owners advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; provided prior to written approval of such reduction is obtained by the Contractor from the Owner.

CONTRACTORS SUPERINTENDENT:

The Contractor shall continuously maintain the presence of a competent general superintendent on the worksite during the progress of the Work. Whenever a superintendent is not on the job supervising the Work even though his crew is there, the Engineer shall have authority to stop the Work until the superintendent returns.

SUBCONTRACTOR:

The Contractor shall, as soon as practicable after the execution of the Contract, and before any subcontracts are awarded, notify the Engineer in writing of the names of the Subcontractors proposed to be used on the various parts of the Work.

When the names of the Subcontractors are submitted for approval, the Contractor shall give the Engineer the name and quality of the material and the name of the manufacturer of the material which the Subcontractor proposes to use.

No Subcontract shall be awarded until the Contractor has received approval in writing from the Engineer on the proposed Subcontractor.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract documents shall create any contractual relationship between the Subcontractor and the Owner.

INSPECTORS:

The Engineer will be represented by an inspector on the project. It shall be the Contractor's responsibility to notify the Engineer whenever work is to begin so that arrangements for inspection can be made. The inspector shall, while on the job, have the same authority as the Engineer and any instructions that he might give shall be carried out as if said instructions came directly from the Engineer.

INSPECTION:

The Engineer or his representatives, while observing work in progress on behalf of the Owner, will give the Contractor and subcontractors all possible assistance in interpreting the terms of the Contract. Such assistance shall not relieve the Contractor from responsibility for his work, in accordance with the Contract requirements and any work which proves faulty shall be made right by the Contractor.

Representatives of the Engineer are without authority to alter or relax the terms of the Contract. Any alterations or relation of terms of the Contract shall be valid only if made in accordance with the procedures set forth under Changes of the Work.

Upon request of the Contractor, decisions, instructions, or interpretations of the Engineer will be issued in writing. Any claim by the Contractor that all decisions, instructions, or interpretations are not within the scope of the Work, or that they entail cost beyond the scope of the Contract shall be made to the Engineer in writing and within five days of such ruling, and before the work involved is performed, otherwise interpretations are accepted without questions.

If any work should be covered up without approval or consent of the Engineer, if required by the Engineer, it must be uncovered for examination at the Contractors expense. Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor.

MATERIALS AND WORKMANSHIP:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, appliances, light, power, transportation and all facilities necessary for the proper execution and satisfactory completion of this Work.

Unless otherwise specified all materials shall be new and both materials and workmanship shall be of good quality. The Contractor shall furnish satisfactory evidence and quality of materials intended to be used, if required.

Should any dispute arise as to the quality or fitness of any materials or workmanship, the decision shall rest with the Engineer and shall be based on the requirements that all material furnished and all work done shall be of good quality, and what might be usual and customary in the erection of other structures shall in no way enter into any consideration or decision.

It is not incumbent upon the Engineer to give the Contractor early notice of the rejection of faulty materials or workmanship or in any case to superintend to the extent of relieving the Contractor of responsibility for any consequence of neglect or carelessness of himself or of his subordinates.

All materials and labor shall be delivered and furnished at such time as shall be for the best interest of all concerned to the end that the combined work of all may be properly and fully completed on time.

POSSESSION OF SITE AND RESPONSIBILITY:

Upon taking possession of the site, the Contractor shall be responsible thereafter until the final acceptance of the Work by the Owner for the management, care and maintenance of the site and the Work both new and existing and shall be solely and wholly responsible for damage thereto and for any and all injury to persons or property incident to or on account of the execution of this Work and shall adjust all the claims or suits arising there from, without loss to the Engineer or the Owner. Any approval of means or methods of construction or protection of persons or property shall not relieve the Contractor from sole responsibility for the adequacy of such means or methods.

STORAGE OF APPARATUS AND MATERIALS:

All equipment and materials shall be stored in such manner as to insure the preservation of their quality and fitness for the Work. Materials stored shall be located so as to facilitate prompt inspection and shall be confined to space designated by the Engineer.

Should it become necessary at any time during the progress of the whole project to move materials which have been temporarily placed previous to their use in the construction, the Contractor shall when so directed by the Engineer or inspector move them without additional cost to the Owner.

PROPERTY CONFINES:

The Contractor has no authority to permit the use of any portion of the premises by anyone except for business connected with the construction in which his Contract is concerned.

CLEANING DURING CONSTRUCTION AND AT COMPLETION OF WORK:

The Contractor shall keep the premises clean at all times and shall remove all rubbish as often as directed by the Engineer and Owner. If the Contractor does not at all times provide men to attend to the cleaning up, on request, in a manner acceptable to the Engineer, the Engineer may employ such men direct and charge the cost of same to the account of the Contractor.

CHANGES OF THE WORK:

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. All such work shall be executed according to the conditions of the original Contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Engineer shall have authority to make any minor changes in the Work, not involving extra cost, and not inconsistent with the purpose of the construction. But otherwise except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Engineer stating that the Owner has authorized extra work or changes, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of such extra work or change shall be determined by one or more of the following methods, at the option of the Owner:

- (1) By estimate and acceptance in a lump sum.
- (2) By unit prices named in the Contract or subsequently agreed upon.
- (3) By cost percentage
- (4) By cost plus a fixed fee

If none of the above methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under cases (3) and (4) he shall keep and present in such form as the Engineer may direct, a correct amount of the net cost of materials, and labor, together with vouchers. In any case, the Engineer shall certify to the amount including reasonable allowance for overhead and profit due to the Contractor. Pending final determination of value, payments on accounts of changes shall be made on certificate of Engineer.

OWNERS RIGHT TO DO WORK:

If the Contractor shall neglect to prosecute the Work properly, and in a diligent manner or fail to perform the provisions of the Contract, the Owner may, after three days written notice to the Contractor, without prejudice to any other remedy, make good such deficiencies and may deduct the net cost thereof from the payment then or thereafter due the Contractor provided however, the Engineer shall approve both such actions and the amount charged to the Contractor.

ASSIGNMENT:

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to become due, hereunder, without the previous consent of the Owner.

RIGHT OF OWNER TO TERMINATE CONTRACT:

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the Work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the Work, such materials, appliances and plant as may be on the site of the Work and necessary therefore.

EXTENSION OF TIME:

Should the Contractor be delayed at any time due to causes beyond his control or due to extra work ordered by the Owner, the Contractor shall within seven (7) days of such delay request extension of time from the Engineer who shall decide if the Contractor has sufficient grounds for an extension and how much time is to be granted.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice To Proceed. The Contract time shall apply to the period from the Notice to Proceed until the time of Substantial Completion. Substantial Completion is the degree of construction completion at which the Work can be used for its intended purpose.

The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified.

It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where, under the Contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

- (1) To any preference, priority, or allocation order duly issued by the government.
- (2) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, acts of the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
- (3) To any delays of subcontractors occasioned by any of the causes specified in subsections (1) and (2) of this article.

Provided, further that the Contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of his decision in the matter.

LICENSE:

The Contractor shall be required to have during the life of the Contract a current City of Valdosta Contractors License and City of Valdosta Business License for the work he will perform.

BOND REQUIREMENTS:

All bonds must be submitted on forms provided by an insurance company licensed in the State of Georgia. Payment and Performance Bonds shall be submitted in quadruplicate.

CONTRACTORS INSURANCE:

Said project shall be constructed and maintained at the sole risk of the Contractor and the Contractor agrees, without regard to negligence on the part of City to save the City, and to hold the City harmless from and against all claims, damages, expense and liability (whether or not

such liability has been judicially determined) for loss of life, personal injury or damage to property, resulting from or in any manner attributable to the construction, maintenance, use, operation or presence of the project, or to the presence of the equipment or employees of Contractor, on City's property.

The Contractor shall carry Workmen's Compensation Insurance and shall have all subcontractors carry Workmen's Compensation Insurance and shall carry Comprehensive Liability Insurance covering all operations and vehicles.

The Contractor shall name the City of Valdosta as an additional insured party on all insurance policies.

The Contractor shall submit Certificates of Insurance showing minimum coverage as follows:

- | | | |
|-----|---|---------------------------|
| (1) | Workmen's Compensation - As required by State Law | |
| (2) | Comprehensive General Liability | |
| | (a) | Each Person \$ 500,000 |
| | (b) | Each Occurrence 1,000,000 |
| (3) | Vehicle Liability | |
| | (a) | Each Person 300,000 |
| | (b) | Each Occurrence 500,000 |
| (4) | Property Damage Insurance | |
| | | 200,000 |

SOCIAL SECURITY AND SALES TAXES:

The Contractor shall be liable for all state and Federal Payroll or Social Security and Sales and Use Taxes that are in force at the time of the award of the Contract except taxes the City may be exempt from.

LIENS:

Neither the final payment or any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that insofar as he has knowledge or information, the releases and receipts include all the materials and labor for which a lien might be filed, but the Contractor may, if any subcontractor refuses to furnish a release of claims or receipts in full, furnish a bond satisfactory to the Owner to indemnify him against any lien. If any lien should remain unsatisfied after all payments are made then the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable Attorney's fees.

MAINTENANCE:

The Contractor will be required to maintain all work done by him in a functional condition for sixty (60) days after the same has been completed as a whole, and the Engineer has notified the Contractor in writing that the Work has been finished and finalized to their satisfaction. The retained percentage will not be due to the Contractor until after the 60 days maintenance period

but may be payable to the discretion of the Engineer. Any damage to the site or surroundings whether it be existing before construction or whether it be materials or items of construction shall be repaired by the Contractor at his expense and all parts of the site shall be left in as good repair as before the work started.

GUARANTEE:

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of final acceptance of the Work by the Engineer. If during this period any material or item of construction proves defective, the Contractor shall repair the same at his expense to the satisfaction of the Owner and guarantees shall be covered by Performance Bond. Neither the final certificate of payment nor any other provision relieves the Contractor of the responsibility for faulty materials or workmanship.

ACCEPTANCE:

When the Work has reached the point of Substantial Completion and can be used for its intended purpose, the Contractor shall notify the Engineer to this effect and shall request a final inspection. No work shall be accepted until the final inspection has been made and the job approved by the Engineer. Within ten (10) days after the final inspection the Engineer shall inform the Contractor in writing of the acceptance or rejection of the job and if the job is accepted the maintenance and guarantee periods will begin from this date.

PATENTS AND ROYALTIES:

The Contractor shall forever protect and defend the Owner against all demands whatsoever, involving the full and free use and enjoyment of any and all rights to any invention, machine or device, which may be applied as a part of the work, either in the construction or after construction. The Contractor shall notify the Owner in writing as to any such demands on the above rights upon which the Contractor may have to pay any royalties.

ACCIDENT PREVENTION:

Precautions shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. The foregoing shall be as indicated by the Engineer if it becomes necessary.

ESTIMATE:

At least 30 days before each progress payment falls due, the Contractor shall submit a detailed estimate of the Amount Earned during the preceding month for the separate portions of the Work, and request payment. The words Amount Earned means the value completed as of the date of the estimate for partial payment of the Work in accordance with the Contract Documents including the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the Work.

The Engineer will, after receipt of each request for payment, recommend payment or return the request to the Contractor indicating the reasons for refusing to recommend payment. In the latter case, the Contractor may, within 7 days, make the necessary corrections and resubmit the request.

The Engineer may refuse to recommend the whole or any part of any payment because:

- (1) The work is defective, or completed work has been damaged requiring correction or replacement;

- (2) Written claims have been made against Owner or Liens have been filed in connection with the Work;
- (3) The Contract price has been reduced because of Change Orders;
- (4) The Contractor's unsatisfactory prosecution of the work in accordance with the Contract documents; or
- (5) Contractor's failure to make payment to Subcontractors or for labor, materials, or equipment.

DEDUCTION FROM ESTIMATE:

The Owner will deduct from the estimate, and retain as part security, 5 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 5 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the job site but not incorporated into the Work.

QUALIFICATION FOR PARTIAL PAYMENT AND MATERIALS DELIVERED:

Qualification for partial payment for materials delivered but not yet incorporated into the Work shall be as described below:

- (1) Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than \$200 for any one item.
- (2) To receive partial payment for materials delivered to the site, but not incorporated in the Work, it shall be necessary for the Contractor to include a list of such materials on the Partial Payment Request. At his sole discretion, the Engineer may approve items for which partial payment is to be made. Partial payment shall be based on the Contractor's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the Work and, upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.
- (3) Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
- (4) If requested by the Engineer, the Contractor shall provide with subsequent pay requests, invoices receipted by the supplier showing payment in full has been made.

PAYMENT:

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned, the amount due will be paid to the Contractor.

END OF SECTION

SPECIAL PROVISIONS

Location of Work: The location of the work is within the City of Valdosta, more specifically: Along Sugar Creek between Baytree Road and Gornto Road.

Description of Work: The work consists of the installation of ±780 LF of new 30" PVC gravity sewer pipe, new manholes, abandonment and grout filling of the existing 36" gravity sewer line, replacement of two 8" aerial crossings with 16" steel casings, concrete support piers, bypass pumping, clearing and grubbing, and all related work.

Schedule of Work: The Contractor shall submit a schedule of work to the City Engineer's office before construction begins. Times of construction shall be 8:00 AM to 6:00 PM Monday through Friday and 9:00 AM to 4:00 PM on Saturday.

Clarifications and Special Conditions:

1. In addition to the Pre-Construction Meeting, the Contractor shall establish a regular schedule for bi-weekly project status meetings with City Engineering Department staff.
2. The contractor shall be responsible for providing a certificate of Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property.
 - a. The certificate must name as Certificate Holders, Norfolk Southern Corporation, Subsidiaries and Affiliates at 650 West Peachtree Street, Box 46, Atlanta, GA 30308 and endorsed to be Additional Insured to all applicable policies as required by written contract. All policies maintained in which Norfolk Southern Corporation, Subsidiaries and Affiliates have been endorsed as Additional Insured shall include a waiver of subrogation and shall be primary and non-contributory. All policies shall be endorsed to provide 30 days' notice of cancellation.
3. The contractor shall be responsible for all expenses related to required railroad flagging and construction monitoring services and coordinating with the Norfolk Southern Protection Services Coordinator to schedule flagging and construction monitoring services.
4. The contractor shall be responsible for cleanup and repair of damages on private property used to access the site and on City streets impacted by transport of materials.
5. The contractor shall be responsible for all bypass pumping required to complete the work. Upon receipt of the notice to proceed, the contractor shall assume ownership and operation of the current bypass pumping system and will be responsible for operating and maintaining it until the end of the

project. This will include pump rental and demobilization of all piping and pumping equipment at the end of the project.

6. The contractor shall be responsible for removal of the temporary stream crossing once it is no longer needed and restoring stream banks to match existing conditions.

Notice to Proceed: Upon written notice by the City Engineer, work will begin immediately.

Time of Contract: The Contractor shall start upon notice to proceed by the City Engineer and shall have **120 consecutive calendar days** to complete the work. In the event the Contractor shall not complete the work within the time limit, or extended time limit agreed upon, **liquidated damages shall be paid to the Owner at the following rate of \$500.00 per day.**

Construction Standards: All construction shall be in accordance with the latest edition of the City of Valdosta Standard Specifications for Water and Sewer Construction, the City of Valdosta Land Development Regulations, and Norfolk Southern occupancy requirements.

Accident Prevention: Precautions shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. The foregoing shall be as indicated by the Engineer if it becomes necessary.

Use of Premises: The Contractor shall confine his work, the storage of materials, and the operation of his workmen to the limits developed by laws, ordinances, permits or directions of the Engineer and shall not unduly encumber the premises with his materials.

Permits: The Owner shall obtain the necessary easements and permits for construction across public and private property, streets, etc.

The Contractor shall abide by all rules, regulations, and requirements of the Owner of such property in regard to the construction under the contract including the giving of notices, provisions for inspection, and employment of such methods of construction as may be required. Whenever additional costs are incurred due to such requirements, all such costs shall be included in the prices bid. No additional compensation will be allowed for such costs after award of the contract.

Work by City and Utilities: The Contractor shall be responsible for complying with the City requirements and shall pay for all required work in connection therewith whether performed by himself, the City, Utility Companies, or others.

Materials Furnished: All materials necessary under this contract and items listed in the proposal will be furnished and installed by the Contractor unless otherwise specified.

Delivery of Materials: The Owner will not be responsible for delays in delivery of materials. No extra compensation will be allowed because of resulting expense. This also refers to items not listed in the proposal and may be termed as extra work which may be added on the project site by the Engineer.

Moving Materials: If it becomes necessary at any time during the construction to move materials which are to enter into the construction, which materials have been temporarily placed, the Contractor or subcontractor shall, when so directed by the Engineer move them or cause them to be moved without additional cost to the Owner.

Salvaged Materials: The Owner shall have the right of first refusal for any salvaged materials as a result of demolition on the project.

Owner's Option: In all cases where the choice of more than one make or style of material is specified, the final selection of material rests with the Owner. Where any difference occurs in price, such difference is to be given at the time bids are submitted. After the contracts have been signed, the Owner reserves the right to choose whichever material he desires assuming that the price increased thereto and approved, or other words to that effect, it is to be taken the same as if the choice of more than one material was specified and the selection will rest with the Owner the same as above.

Materials -Test: Materials furnished for all construction shall be subject to test at all times by the Engineer and any samples or specimens selected for test shall be furnished at no cost to the Owner. All tests shall be made by a recognized testing laboratory acceptable to the Engineer.

The following materials will be subject to test in accordance with the latest standards referenced in the City of Valdosta Water and Sewer Specifications: cement, pipe.

These tests shall be performed by an independent testing laboratory approved by the Engineer. The cost of tests of whatever nature shall be borne by the Contractor. No separate payment will be made for tests and all costs in connection herewith shall be included in the price bid for the applicable item.

Items Not Listed in Proposal: If some item of work is required which is not covered in the specifications or in the proposal, the City reserves the right to do these items with their own forces.

Traffic Control: The Contractor shall be responsible for placing construction signs, detour signs, and other traffic control devices to protect the motoring public and his work force while the work is being performed. This signage and traffic control shall be placed in accordance with the MUTCD, current edition.

Pre-construction Meeting: A general preconstruction meeting will be held at the offices of the City Engineer prior to the notice to proceed.

Lines and Levels: The Contractor is responsible for providing all surveying and staking.

Road Closures or Detours: If the Contractor selects to hire off duty law enforcement officers to control road closures or detours, he must first approach The City of Valdosta Police Department for employment, if an agreement cannot be made between the Police Department and the Contractor. Only then can the Contractor seek an outside law enforcement agency.

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after examination, I am of the opinion that such documents conform to the laws of the State of Georgia, that the execution of the Construction Contract and the Contract Performance and Payment Bonds are in due and proper form, and that the representatives of the respective contracting parties have full power and authority to execute such Construction Contract and Contract Performance and Payment Bonds on behalf of the respective contacting parties and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for
City of Valdosta, Georgia

This the _____ day of _____, 20_____.

PUBLIC SYSTEMS

GENERAL AS-BUILT REQUIREMENTS:

1. All as-builts for projects are required to be on 24" x 36" paper, and shall bear the name, address, and telephone number of the firm preparing the drawing and the date the as-built data is added to the original via the revision block. Two (2) sets of paper plans and Two (2) electronic copies (one (1) PDF file and one (1) DWG file) of the plans are required to be submitted. The electronic AutoCAD drawing files shall be referenced to Georgia State Plane Coordinates, West Zone (NAD 83, current adjustment) and NAVD 88.
2. Surveyor's statement (with seal and with an original signature on each sheet) shall verify that as-built drawings reflect the true conditions in the field or Engineer's statement (with seal and an original signature on each sheet) shall state that the project will function as was originally intended on the approved construction plans.
3. Contractors' statement (with an original signature on each sheet) shall verify that all construction specifications and product qualities have been met or exceeded.
4. "AS-BUILT DRAWING" or "RECORD DRAWING", the name of the project and the date shall be clearly labeled on each sheet.
5. Street names shall be on all streets. All easements and right-of-ways shall be shown and clearly labeled.
6. If the utility system is to be private (not to be dedicated to City), then so state on each sheet.
7. The location and elevation of the benchmark referenced will be shown on the drawing. If the referenced benchmark is not within the project, then a complete description of its location will be provided to assist in future locating.
8. The locations and description of any utility lines and other installations of any kind or other description known to exist within the construction area. The location includes dimensions to permanent features. The construction area is defined as the area on site that is disturbed.
9. The locations and dimensions of any changes to buildings and structures.
10. Correct grade and alignment of roads.
11. Changes in details of design or additional information such as approved placement details, pipe sizes, material changes, etc.

PUBLIC SYSTEMS

WATER SYSTEM AS-BUILT REQUIREMENTS:

1. Locate valves, fittings, and services that are located within the City right-of-way or easement by labeling each with Northings and Eastings. All fire lines, fire hydrants, and fire appurtenances shall be located.
2. All horizontal distances shall be shown to the nearest hundredth of a foot (i.e., 56.30'). All vertical distances shall be shown to the nearest hundredth of a foot (i.e., 217.65').
3. Show all sizes and types of valves and pipes.
4. Special detail drawings may be required where installations are not shown on approved construction drawings for whatever reason or where required for clarity.
5. Show location and elevations on pipes and fittings where changes in direction occur and at a maximum of every 100'.
6. Typical water service installation details with deviations from original plans shall be noted on as-built drawings.

SANITARY SEWER SYSTEM AS-BUILT REQUIREMENTS:

1. All piping, wyes, tees, valves, manholes and special cases shall be located in the same manner as water locations.
2. Horizontal dimensions shall be to the nearest hundredth of a foot (i.e., 78.60'). Vertical dimensions shall be to the nearest hundredth of a foot (i.e., 217.65').
3. Identify runs of gravity mains (i.e., 300.4 feet of 8" PVC SDR 35 at 0.4%).
4. Elevations shall be given for the top of all manhole covers and for all inverts.
5. Service laterals are to be identified with location of end service or plug (Northing and Easting).
6. Manholes shall be identified by types.

PUBLIC SYSTEMS

FORCE MAINS AS-BUILT REQUIREMENTS:

1. Locate all valves, fittings, etc. as above.
2. Locations of pipe shall be shown at all changes in direction and at a maximum of every 100'.
3. Show all sizes and types of valves, fittings, pipe, etc.
4. Special detail drawings will be required where installations were not as shown on original drawings due to field conditions or where required for clarity.

PUMP STATION AS-BUILT REQUIREMENTS:

1. Wet well size and location shall be shown.
2. Elevations for top, bottom, inverts, adjacent ground and type and size of lines and fittings for all lines entering or leaving the wet well.
3. All schedules which show pump, motor and electrical data shall be amended and shall be submitted with wet well drawings.
4. All improvements within the pump station boundaries shall be located horizontally and vertically to the nearest hundredth of a foot (i.e., 5.62'), including valve pit, pump-out, water spigot, backflow device, wet well, control panel, bends, fittings, etc.).

DRAINAGE SYSTEM AS-BUILT REQUIREMENTS:

1. All drainage structures shall be located by northing and easting as above. Any deviations from construction plans shall be noted on as-built.
2. Provide the type of drainage structure (e.g., 1033, 1019, D.I.) along with elevations on the top, weir, and invert.
3. Identify size, material, and slope of all piping. Identify end treatment of all open ended pipes (i.e., headwall type and material, FES, SES, etc.)
4. All improvements, structures, pipe ends, grates, boxes, etc. shall be located horizontally and vertically to the nearest hundredth of a foot (i.e., 5.62')
5. Any utility conflicts less than 18" of vertical separation shall be shown, to include type of utility, direction and elevation.

PUBLIC SYSTEMS

6. Provide spot elevations and cross sectional information at 100' intervals and at any deviation in channel as well as slopes, on all ditches, canals, etc.
7. Show all drainage easements, including width and encroachments on those easements along with owner of record.
8. Show one foot contour lines of detention or retention facilities along with spot elevations on top of bank, emergency overflows, water stage and bottom of pond in front of the outlet control structure and the opposite end of facility to verify positive drainage.
9. Provide a detail of the outlet control structure, including: top elevations, inverts and sizes of weirs, spillways, orifices, outlet control pipe along with downstream pipe elevation and slope.
10. The Engineer shall provide a certification letter, signed and sealed, of the "as constructed" detention facility along with an as-built hydrology report and summary table indicating the as-built storm water facility produces a net zero increase, see Attachment A for sample certification letter.

STREETS, SIDEWALKS AND TRAILS SYSTEMS AS-BUILT REQUIREMENTS:

1. Show all right-of-way and easement lines, (e.g. right of way, easement width) clearly labeled.
2. Provide typical offset dimensions from property, right-of-way and easement lines.
3. Typical ramp or curb opening installation details that deviate from original plans shall be noted on as-built drawings.
4. Special detail drawings will be required where installations were not as shown on original drawings due to field conditions or where required for clarity.
5. State plane coordinates (NAD83, Georgia west zone) and elevation data (NAVD88) on all right-of- way monuments installed or encountered within the project.
6. Locate and describe all regulatory or warning signage and pavement markings within the project.
7. Location and species information on installed trees.

PUBLIC SYSTEMS

8. All irrigation lines, controllers, sprinkler heads, backflow devices, pressure reducing valves, meters, supply sources and tap locations shall be located to by Northing and Easting as above.
9. Location, type, material and reinforcement, height, drainage systems and foundation information of all retaining walls.
10. Note any changes to the alignment, either vertically or horizontally, of curb & gutter, sidewalk, pavers or any other surface improvement.
11. Provide center line crown elevations at approximately 100-foot stations and sags and crests, or as field conditions warrant.

PUBLIC SYSTEMS

Attachment "A"

SAMPLE

**ENGINEER'S CERTIFICATION
OF
DETENTION FACILITIES**

I, *John J. Smith, P.E., Director of Water Resources for Professional Consulting Engineers*, a registered professional engineer in the state of Georgia, hereby certify with my signature and seal that the detention facility in the project known as *Kings Lake Subdivision, lying in land lot/lots 509 of the 18th district*, Lowndes County, has been constructed in conformance with the approved site plan and hydrology study, Specifically, but not limited to, detention pond volume, elevation of earthen dam or top of wall, and size and elevation of weir openings.

Professional Consulting Engineers, Inc.,

Signature: _____

*John J. Smith, P.E.
Director of Water Resources*

This 19th day of April 2012.

Georgia Registration No. 220X0

Stamp & Seal:

**CONTRACTORS
STATUTORY AFFIDAVIT**

STATE OF _____ COUNTY OF _____

FROM: _____
(Contractor)

TO: _____
(Owner)

RE: Contract entered into the _____ day of _____, 20____, between the
above mentioned parties for the construction of a

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all material, men, subcontractors, mechanics, and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.
2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.
3. The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract.

IN WITNESS THEREOF, the undersigned has signed and sealed this instrument this _____ day of

_____, 20____

(Contractor) _____

personally appeared before the undersigned, _____
who after being duly sworn, depose(s) and say(s) that the facts stated in the above affidavit are true.

(Notary Public)

This _____ day of _____, 20____ My commission expires _____

TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Valdosta or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City of Valdosta, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Valdosta shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ (hereinafter called the

Principal), and _____

(Hereinafter called the Surety, a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____, in the full and just sum of _____ Dollars (\$_____) good and lawful money of the United States of America, to be paid upon demand of the City of Valdosta, Georgia to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Valdosta, Georgia a proposal for furnishing materials and labor and constructing certain improvements on _____ for the said City of Valdosta, and,

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a certified bidder's check otherwise required to accompany this proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof execute a contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Valdosta, Georgia, and execute a sufficient and satisfactory performance bond and payment bond payable to the City of Valdosta, Georgia, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City of Valdosta, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principle to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City of Valdosta, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

Principal

Surety

By _____ (Seal) _____ (Seal)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

As Principal, and _____
as Surety, are held and firmly bound unto the City of Valdosta, Georgia in the full sum of _____ Dollars (\$_____). for the use and protection of the said City of Valdosta and all subcontractors and all persons supplying labor, materials, machinery and equipment for the performance of the work provided for in the contract hereinafter referred to, for the payment of which well and truly to be made we find ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above bound Principal has entered into a contract with the City of Valdosta, Georgia dated the _____ day of _____, 20____, designated as Contract No. _____.

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall promptly pay all subcontractors and all other persons supplying labor, materials, machinery and equipment furnished for the performance of the work provided for by said contract and such alterations or additions as may be made therein or in the plans and specifications, then this bond to be void; otherwise of full force and effect.

And the Surety to this Bond, for value received, agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or the work to the plans and specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 23-1705, et. Sep. of the Code of Georgia, as amended by the Act approved February 27, 1956, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

IN WITNESS WHEREOF, the principal and the Surety have caused these presents to be duly signed and sealed this ____ day of _____, 20____.

_____. L.S. _____ L.S.

By _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ (hereinafter called the Principal), and

_____ (hereinafter called the Surety) are held and firmly bound unto the City of Valdosta, Georgia (hereinafter known as the Owner) for the use of said obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or materials under or for the purpose of the contract hereinafter referred to, in full and just sum of

_____ Dollars (\$ _____) lawful money of the United States of America, to be paid to said City of Valdosta, Georgia, its successors, and assigns to which payment well and truly to be made we find ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into contract with the said Owner, bearing date of _____, 20_____, for construction _____ in the City of Valdosta, Georgia, Contract No. _____, more particularly mentioned:

WHEREAS, it was one of the conditions of the award by said Owner pursuant to which said contract was entered into, that these presents shall be executed.

NOW, THEREFORE: The conditions of this obligation are such that if the above bounded Principal shall in all respects fully comply with the terms and conditions of said contract and his obligations there under, including the Specifications, Proposal, and Plans therein referred to and made a part thereof, and such alterations as may be made in said plans and specifications as therein provided for, and including one year guarantee period from date of final acceptance, and shall indemnify and save harmless the City of Valdosta, Georgia, against and from all costs, expenses, damages, injury or loss to which the said Owner may be subject by reason of any wrong doing, misconduct, want of care or skill, negligence, or default, including patent infringement on part of said Principal, his agents or employees, in the execution or performance of said Contract and shall promptly pay all just claims for damages, or injury to property and for all work done, or skill, tools, and machinery, supplies, labor, and materials, furnished and debts incurred by said

Principal in or about the construction or improvements contracted for this obligation to be void, otherwise in full force and effect.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the work to be performed there under or the specifications accompanying same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specifications.

The Bond shall be for the use of all persons doing work or furnishing skill, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of Section

23-1705 et. Sep. of the Code of the State of Georgia, as amended by the Act approved February 27, 1956, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

The life of this Bond extends through the life of the Contract including the sixty-day maintenance period, and until one year after the final acceptance of the work by the City of Valdosta.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in quadruplicate, this _____ day of _____, 20____.

ATTESTED:

Contractor

By: _____

ATTESTED:

Surety

By: _____

Executed in Quadruplicate

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

		CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Insured		INSURER A :	
The Named Insured needs to match the Licensee identified on the agreement		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1156486253

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY		Y	Y	ABC123456			EACH OCCURRENCE	\$ \$2,000,000 Note 1
		CLAIMS-MADE	X OCCUR							\$
										\$
										\$
										\$
										\$
										\$
A		AUTOMOBILE LIABILITY		Y	Y	123456ABC			COMBINED SINGLE LIMIT	\$ \$1,000,000
										\$
										\$
										\$
										\$
B		UMBRELLA LIAB	X OCCUR	Y	Y	XYZ12345	Note 1: Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability			\$
	X	EXCESS LIAB	CLAIMS-MADE							\$
		DED	X RETENTION \$							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N N	N / A	Y				X PER STATUTE	OTH-ER
									E.L. EACH ACCIDENT	\$ \$1,000,000
										\$
										\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Norfolk Southern Corporation, Subsidiaries, and Affiliates, as Certificate Holder has been endorsed to be additional insured to all applicable policies as required by written contract. All policies maintained and in which Norfolk Southern Corporation, Subsidiaries and Affiliates have been endorsed as additional insured shall include a waiver of subrogation and shall be primary and non-contributory. All policies have been endorsed to provide Norfolk Southern Corporation, Subsidiaries and Affiliates 30 days' notice of cancellation.

CERTIFICATE HOLDER

CANCELLATION

Norfolk Southern Corporation, Subsidiaries, and Affiliates
650 W Peachtree Street NW, Box 46
Atlanta GA 30308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDENDUM NUMBER ONE (1)
DATE

Project: _____

Owner: City of Valdosta, Georgia

Opening Date and Time: _____

SAMPLE

The deadline for turning in bids has been extended to Month, Day, Year, at time am. Public opening of bids will begin at time am. Additional requested information regarding this project will be provided in a later addendum.

Please be sure to acknowledge the receipt of this Addendum on your proposal form in the appropriate space provided.

Submitted,

Name

Title



NOTICE OF AWARD

To: CONTRACTOR NAME.
ADDRESS
ADDRESS

Project Description: SUGAR CREEK EMERGENCY REPAIR - FY25

The OWNER has considered the BID submitted by you for the above-described WORK in response to its advertisement for BIDS.

You are hereby notified that your BID is accepted in the amount of \$ #####.

You are hereby required to execute the AGREEMENT, and within fourteen (14) calendar days from the date of this NOTICE to furnish the required Contractor's CERTIFICATION OF INSURANCE with a 30 day notice of cancellation and PERFORMANCE BOND.

If you fail to execute said AGREEMENT and to furnish said BOND and CERTIFICATIONS within fourteen (14) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____.

CITY OF VALDOSTA, GEORGIA

BY: _____
Benjamin O'Dowd

TITLE: City Engineer

DATE: _____

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

END OF SECTION



ENGINEERING DEPARTMENT

NOTICE TO PROCEED

To: ATTN: name
contractor
address
city, state zip

Regarding: SUGAR CREEK EMERGENCY REPAIR – FY25

You are hereby notified to commence WORK, in accordance with the CONTRACT agreement dated month day, year, on or before month day, year, and you are to complete the WORK within 120 consecutive calendar days thereafter. The date of substantial completion of the WORK is therefore month day, year.

City of Valdosta, Georgia

BY: _____
Benjamin O'Dowd, City Engineer

DATE: _____

CHANGE ORDER NUMBER

PROJECT: SUGAR CREEK EMERGENCY SEWER REPAIR - FY25

OWNER/ENGINEER

City of Valdosta – Engineering Department
P. O. Box 1125
300 North Lee Street
Valdosta, GA 31603 - 1125

CONTRACTOR

company
address
address
city, state zip code

The contract amount prior to this change is \$ ###,###.##

The contract is modified as follows:

Description of change – quantity, item, unit costs, total costs per line item...

The contract amount is hereby INCREASED/DECREASED/UNCHANGED to \$ ###,###.##

The contract time is hereby CHANGED/UNCHANGED from _____ to _____.

The above changes are hereby:

Recommended:

by: _____
(City Engineer)

Title: _____

date: _____

Approved:

by: _____
(Owner)

Title: _____

date: _____

Approved:

by: _____
(Contractor)

Title: _____

date: _____

This change order is hereby fully executed and in effect as of the latest date shown above.