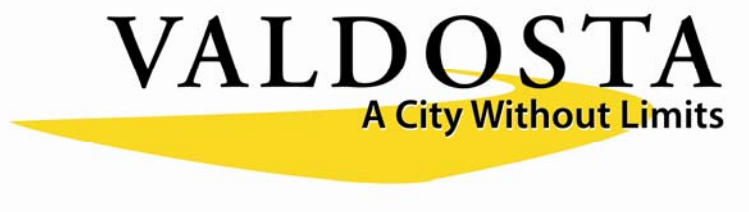


**CONTRACT DOCUMENTS
FOR
Baymeadows Drive Pedestrian
Improvements**

Project No. 20-03-658



**Prepared by:
ENGINEERING DEPARTMENT
CITY OF VALDOSTA
March 2020**

Bid Opening Date: March 31, 2020

INVITATION FOR BID
Baymeadows Drive Pedestrian Improvements
City of Valdosta
Valdosta, Georgia

Lump sum 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 10:00 AM, Local Time, Tuesday March 31, 2020 for a sidewalk and pedestrian improvements project at which time and place they will be publicly opened and read aloud.

The successful Design-Build bidder shall be a licensed utility contractor in the State of Georgia teamed with a licensed engineer in the State of Georgia. The work consists of the design and construction of sidewalks and pedestrian improvements, traffic control, erosion control and other related work.

Specifications and figures are available for download on the City Website; www.valdostacity.com located under Bid Opportunities. For more information please contact Kevin Tolliver at (229) 259-3530.

No bid may be withdrawn for a period of thirty (30) days after the scheduled time for receiving the bids.

All parties of the design-build team must be identified in written format with the sealed bid.

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 Wednesday March 18, 2020 at 10:00 AM in the City Engineering Conference Room located in the City Hall Annex Building, 2nd floor. No one will be allowed to sign in after 10:00 AM.

VSEB participation is encouraged on this project. Information regarding the City's VSEB program can be found at www.valdostacity.com/vseb.

As defined by the State of Georgia Licensing Board, the Registered Utility Contractor's License Number must appear on the front of envelope and in the space provided on the Bid Proposal.

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 Provisions 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

Engineering Department

LUMP SUM PROPOSAL

TO: City of Valdosta

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 equipment, labor and materials to perform the work stipulated herein, and as shown in the specifications and on the plans and within the times or periods herein stated.

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 he will contract with the City of Valdosta in compliance with the specifications.

Baymeadows Drive Improvements

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	Price
Pedestrian Improvements, Complete	LS	1	_____
TOTAL			_____

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 principals, 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.

The full names and addresses of persons or parties interested in the foregoing bid as principals are as follows:

Company

GA-UCL-NO.

Address

Date: _____

Signature

Signature

INSTRUCTIONS TO BIDDERS

GENERAL:

Bidders are required to examine the Sites and Specifications 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, 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 party's 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 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 Engineer 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.

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 Principal 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 _____, 2020.

Principal

Surety

By _____ (Seal) _____ (Seal)

CONTRACT

THIS AGREEMENT, made and entered into this ___th day of _____, 2020, 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).

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:

Baymeadows Drive Pedestrian Improvements

CONTRACT NO 20-03-658

THE CONTRACTOR shall commence the work with adequate force and equipment on a date to be specified in a written order of 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 120 consecutive calendar days after the Notice to Proceed, liquidated damages shall be paid to the Owner at the rate of \$500.00 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, the full sum of _____ and ___ Dollars (\$___), based on the quantities shown in the Proposal, 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 _____, 2020.

CITY OF VALDOSTA, GEORGIA
(Owner)

ATTESTED:

City Clerk

(Seal)

BY _____

City Manager

ATTESTED:

Secretary

Contractor

Title

Executed in Quadruplicate

___ of 4

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 bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into contract with the said Owner, bearing date of _____, 2020, 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 bound 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 way 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 _____, 2020.

ATTESTED:

_____ Contractor

By: _____

ATTESTED:

_____ Surety

By: _____

Executed in Quadruplicate

SAMPLE

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 _____, 2020, 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.

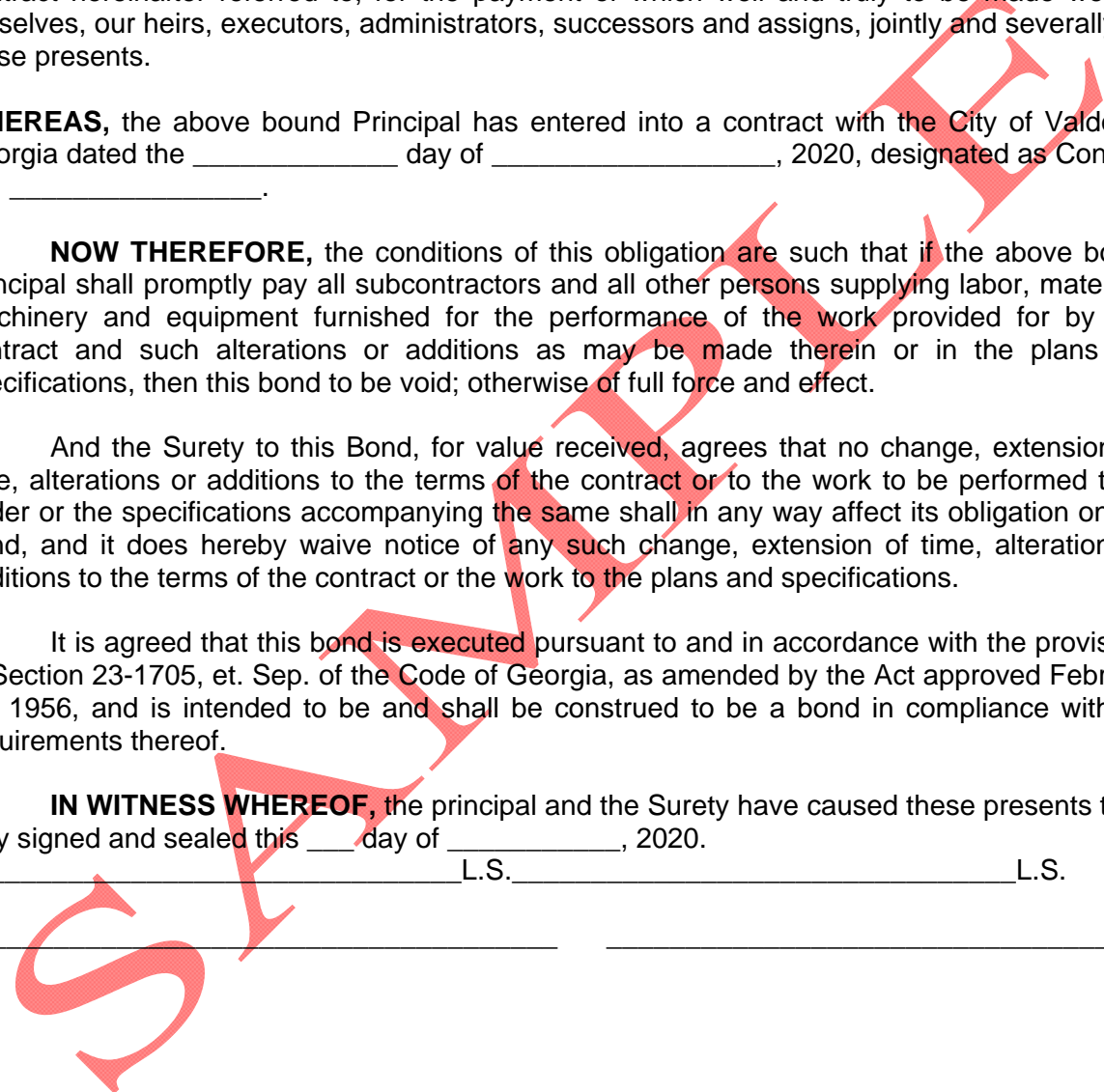
And the Surety to this Bond, for value received, agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or 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 _____, 2020.

_____ L.S. _____ L.S.

By _____



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 contracting parties and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for
City of Valdosta, Georgia

This the _____ day of _____, 2020.

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 Documents: Consist of the Invitation for Bids, Proposal, Contract, Bid Bond, Performance Bond, Payment Bond, Opinion of Attorney, Instructions to Bidders, General Provisions, Special Provisions, Measurement and Payment, Specifications and the Drawings, including all changes incorporated therein before their execution. These 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 plans and specifications of this work, but does not include one who merely furnishes material not so worked.

Work at the Site of Project: Work to be performed including work normally done at the location of the project. The term work, in the contract of a Subcontractor includes labor or materials or both. The Work as employed herein means all work to be accomplished by the contractor under the terms of this contract 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 who will make the final decision on design and construction.

City Engineer: Refers to the City Engineer, his 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 FOR CONSTRUCTION PURPOSES:

The Contractor shall download, from the City of Valdosta website and/or ftp site, a complete set of construction plans 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 and/or ftp site. 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 required to pay the actual cost of printing and handling.

SHOP DRAWINGS (NIC):

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 plans 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 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 adapted in the early stages of construction. Such work schedule shall be approved by the Engineer and Owner.

WORK NOT SHOWN ON PLANS:

In the carrying out of this work as contemplated by the plans 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 in 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 contractors 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 keep on the job continuously during the progress of the work a competent general superintendent. Whenever a superintendent is not on the job looking after 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 their representatives, while observing the work in progress on behalf of the Owner, will give the contractors 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's representatives 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, it must, if required by the Engineer, be uncovered for examination of the Contractors expense.

Reexamination 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 General 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 work order.

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 Contractor's 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.

CONTRACTOR'S 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 from which the City may be exempt.

LIENS:

Neither the final payment nor 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 first class 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 his satisfaction. The retained percentage will not be due to the Contractor until after the 60 days maintenance period, but may be payable at 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 a 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 job is completed 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, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and 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, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 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 FOR 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.

SPECIAL PROVISIONS

Location of Work: The location of the work is within the City of Valdosta, more specifically on:

Bay meadows Drive	<i>East side of Baymeadows Drive from the lot south of East Moore Street to East Park Avenue</i>
-------------------	--

Description of Work: The work consists of the design and construction of sidewalks and pedestrian improvements, traffic control, erosion control and other related work.

Schedule of Work: The Design/Build 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. Saturday work is allowed on a week by week basis with prior approval of the City of Valdosta

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

Time of Contract: The Design Build 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 Design/Build 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 City of Valdosta Standard Specifications for Construction, Land Development Regulations, Water & Sewer Standard Specifications and GADOT Specification. Standards, specifications and regulations shall be used and work congruently. The most stringent standard, specification and/or regulation shall govern unless otherwise directed by the City Engineer and/or his representative. Any discrepancies or conflicts shall fall under the interpretation of the City Engineer and/or his representative.

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 Design/Build 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 Design/Build 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 Design/Build 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 Design/Build 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 Design/Build Contractor or Subcontractor shall, when so directed by the Engineer move them or cause them to be moved without additional cost to the Owner.

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 Design/Build Contractor 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 and tentative standards of the American Society for Testing Materials (ASTM) and the Georgia Department of Transportation – Materials Testing, Tracking & Reporting: Cement, sand, coarse aggregate, brick, pipe, concrete, asphalt, base, curing compound and any other material that is used.

These tests shall be performed by an independent testing laboratory approved by the Design/Build Contractor. The cost of tests of whatever nature shall be borne by the Design/Build 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 its own forces.

Traffic Control: The Design/Build 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.

Mailboxes: The existing mailboxes, where in conflict shall be removed and replaced by the Design/Build Contractor at no expense to the Owner. The Design/Build Contractor shall take care not to damage the mailboxes when removing or replacing. If damage occurs during this operation the Design/Build Contractor shall replace the mailbox with the same type at his own expense.

Private Sprinkler & Water Systems: The City is not responsible for locating private sprinkler or water systems within the right-of-way. Any private sprinkler or water systems damaged during construction and/or due to the installation of the water and sewer systems shall be repaired by the Contractor at no cost to the City or the property owner.

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

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

Road Closures or Detours: If the Design/Build 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 Design/Build

Contractor, only then can the Contractor seek an outside law enforcement agency.

Unused Spoil & Excess Debris: The Design/Build Contractor shall immediately remove all unused spoil material and excess debris from the project site. No such material shall be placed or remain within the right-of-way. Unused spoil material and excess debris shall not be placed within private property without written consent from the owner. The contractor may temporarily place unused spoil material and excess debris within a designated lay down area; however, said materials must immediately be removed and disposed prior to the end of the project or at the request of the owner(s).

Clarification:

Pedestrian Improvements Complete: Lump sum price bid shall include engineering design and construction of pedestrian improvements.

Engineering design shall include plans showing existing conditions, sidewalk and wheelchair ramps, crosswalks, stop bars and handrails.

Lump sum price bid shall include construction of sidewalks and pedestrian improvements approved by the City Engineer in place, complete.

General and Specific Direction

1. *The contractor shall build the pedestrian improvements from plans produced by a licensed engineer in Georgia. The plans shall be at a scale which is clear on 11x17 paper.*
2. *The limits of work are the lot south of East Moore Street and the south end of East Park Avenue*
3. *Sidewalk shall be 5-feet wide. .*
4. *Sidewalk shall meet ADA slopes in width and length.*
5. *Sidewalk shall match to driveways*
6. *Place 2-feet of sod between edge of pavement or back of curb and sidewalk.*
7. *Place wheelchair ramps and crosswalks at cross streets.*
8. *Coordinate with applicable agencies for their facilities adjustments such as valves, handholes and manholes*
9. *Property fence at 1301 Baymeadows Drive shall be removed and placed at the property line*
10. *The sidewalk shall match the two wheelchair ramps at East Park Avenue...*
11. *Utility poles shall remain.*
12. *Traffic signs shall be removed and then re-placed.*

**CONTRACTOR'S
STATUTORY AFFIDAVIT**

STATE OF _____ COUNTY OF _____

FROM: _____
(Contractor)

TO: _____
(Owner)

RE: Contract entered into the _____ day of _____, 2020, 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 _____, 2020

(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 _____, 2020 My commission expires _____

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 _____ 2020

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 _____, 201__

[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 Sates 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

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.

MEASUREMENT AND PAYMENT

No quantities shall be measured for payment except items listed in the proposal unless the owner and City Engineer have approved "Extra Work" in accordance with the Contract Documents and have so advised the Contractor in writing.

Any and all other materials, labor, etc., furnished and required shall be considered as incidental to the items to be measured for payment.

The quantities to be paid for shall be determined by actual measurement of the amounts placed. The City Engineer or his Inspector shall make all measurements and the contractor shall make certain all work has been measured before concealing; otherwise, he may be required to uncover or make accessible any work so concealed.

PAYMENT:

Payment shall be made by the Owner to the Contractor as follows:

Payments are made by the City monthly. Ninety percent (90%) of the value, based on the contract price of labor and acceptable materials incorporated in the work, and ninety percent (90%) of the net value exclusive of the Contractor's overhead and profit of acceptable material suitably stored at the site, up to the first day of the month as estimated by the City Engineer less the aggregate of previous payments, it being agreed that the City Engineer shall have the right to finally determine the amount currently due to the contractor, and that the aggregate of all payments made prior to the acceptance of the completed work shall in no event exceed ninety percent (90%) of the total contract price; the remainder of the contract price after deducting all monthly payments, shall be paid within sixty (60) days after acceptance of the completed work by the City Engineer. Provided, however, that neither said contract price nor any part thereof, nor any amount agreed upon additional thereto, shall be due and payable until the Contractor shall have executed and/or delivered to the Owner any and all waivers, required by the Mechanic's Lien Law of the State of Georgia, or which the Owner may reasonably require as evidence of the fact that no right to lien exists in favor of the contractor, subcontractor, laborers, and/or material men. In lieu of, or in addition to, any or all of the above provisions, the Owner reserves the right to make final payment payable to the joint account of the contractor and the Bonding Company.

APPLICATION FOR AND CERTIFICATION OF PAYMENT:

The contractor shall submit to the Engineer an application for each payment, **based on percentage of the work completed**, and if required, receipts or other vouchers showing his payment for materials and labor, including payments to subcontractors.

The following statement must appear on each pay request, signed by the Owner and sworn to before a Notary Public.

“The undersigned Contractor certifies that to the best of the Contractor’s knowledge, information and belief the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work, materials and equipment for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.”

Within a reasonable time after receipt of application by the Contractor, the City Engineer shall issue a certificate for payment to the contractor of such amount as he decided to be properly due.

All work covered by partial payments made shall thereupon become the sole property of the Owner, and materials so covered shall become the property of the Owner, reserved for the sole purpose of furthering the work under this contract, but these provisions shall not be construed as relieving the contractor from responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the owner to require the fulfillment of any of the terms of the contract.

PAYMENT WITHHELD:

The Engineer may withhold or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the owner from loss on account of defective work not remedied, claims filed, or reasonable evidence indicating probable filing of claims, failure of the contractor to make payments properly to subcontractors, or for materials and labor, a reasonable doubt that the contract can be completed for the balance then unpaid or damage to another contractor.

When the above grounds are removed, payments shall be made for the amounts withheld because of them.

Monthly pay requests must be submitted on the attached form or an approved equal.

Prior to final payment by the City, the Contractor must submit a “Contractor’s Statutory Affidavit” verifying that all subcontractors and suppliers have been paid.

MEASUREMENT AND PAYMENT

Sidewalk and Pedestrian Improvements, Design/Build Complete:

Measurement: Work shall be measured in the field for the purposes of **payment support.**

Payment: Payment for this item, shall be paid at the lump sum price complete and accepted.

Progress payments shall be paid at a percentage of the final cost mutually agreeable to the Owner and the Contractor.