




**E-MAILED/MAILED**

**TO:** All Vendors  
Tywana Scott, Quality Assurance Analyst  
Hameed Malik, Augusta Engineering and Environmental Services  
Department

**FROM:** Geri Sams   
Procurement Director

**DATE:** July 24, 2024

**SUBJ:** Responses to Vendor's Questions

**BID ITEM:** Bid Item #24-213 Construction Services for CR 601/Wheeler Road  
from 1-20 to CR 84/Augusta West Parkway for Augusta, GA -  
Augusta Regional Airport

**BID OPENING DATE:** Wednesday, July 31, 2024 @ 3:00 p.m.

**ADDENDUM NO. 1**

This Addendum shall form a part of the referenced Bid Item #24-213 Construction Services for CR 601/Wheeler Road from 1-20 to CR 84/Augusta West Parkway and any agreement entered into in connection therewith equally as if bound into the original document. Acknowledge receipt of all Addendums on Attachment "B" within the Specifications package.

**Responses to Vendor's Questions:**

1. Question: Will "knock out" precast drainage structures be allowed.  
**Answer: No, "knock out" precast drainage structures are not allowed per AED.**
2. Question: Will videoing and/or laser profiling of the storm drain be required?  
**Answer: No, as all proposed pipes are less than 500 LF.**
3. Question: Please provide schedules and milestone dates for relocation of third-party utilities. Is the time required for the relocation of the third-party utilities estimated in the established calendar days in the agreement?  
**Answer: Pre-construction Utility coordination has been completed and will be discussed with the selected contractor. The selected contractor will be responsible to coordinate with each individual utility. AED is open to discuss utility adjustment schedule. Any delays due to relocation of utilities will be counted towards rain days.**
4. Question: In General Conditions, GC-110, Will a field office be required? If so, how is it to be paid?  
**Answer: A field office will not be required.**
5. Question: In General Conditions, GC-26, it states, "all storm drain pipe shall have a minimum 6" bedding..." and addresses a "Foundation Backfill" Pay item. Can this pay item be added?  
**Answer: No additional pay item will be added for Grading Complete. The cost of 6" bedding will be included in the line item for each Storm Drain pipe size. See items 550-5150 and 550-5180.**
6. Question: Is a soil survey or other geotechnical evaluations available?  
**Answer: No.**

Room 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

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7. Question: In the general conditions, GC-53, Item #1, it states, "The owner shall retain ten (10%) percent of the amount of each payment until final completion and acceptance...". Does this amount change to 5(5%) percent for the life of the project as per new Georgia law regarding public construction contracts since the contract date will be after 6/30/2022?  
**Answer: Yes. See revised attached agreement. See revised section GC-53 of Section 5 General Conditions.**
8. Question: Section 108.06 of the specifications states the completion date is "548 calendar days"; whereas, the agreement states "545 calendar days". Please clarify.  
**Answer: The correct number of calendar days for this project is "545 calendar days". See revised Section 108.**
9. Question: In General Conditions, GC-28, references GDOT Specification 155. Has a non-infested area been designated on the plans that soil can be moved to as stated in the specification?  
**Answer: The plans do not show limits of non-infested areas where soil can be moved.**
10. Question: Will this project be indexed per the GDOT asphalt index specification since this project has federal transportation funds?  
**Answer: No, this project will not be indexed per the GDOT asphalt index specification.**
11. Question: On sheet 06-0002 of the project plans, under the "Roadway Paving Items" chart, the total for Graded aggregate base course shows "1035 Tons". The bid schedule only shows "555 Tons". Please clarify.  
**Answer: The bid schedule is updated to 1035 Tons.**
12. Question: Please clarify the depth of GABC under the new curb and gutter.  
**Answer: The depth of GAB is a minimum of 6" under new C&G.**
13. Question: Please clarify the depth of GABC under the new sidewalk.  
**Answer: No GAB is required under the new sidewalk.**
14. Question: The plans show numerous "Type D Handicap Ramps" on the project but there is not a pay item on the bid schedule for them. Are these to be paid under the sidewalk pay items?  
**Answer: Yes, Type D Handicap Ramps will be included under the sidewalk pay item.**
15. Question: The plans show numerous "Type A Handicap Ramps" on the project but there is not a pay item on the bid schedule for them. Are these to be paid under the sidewalk pay items?  
**Answer: Yes, Type A Handicap Ramps will be paid under the sidewalk pay item.**
16. Question: The plans show numerous "Type B Handicap Ramps" on the project but there is not a pay item on the bid schedule for them. Are these to be paid under the sidewalk pay items?  
**Answer: Yes, Type B Handicap Ramps will be paid under the sidewalk pay item.**
17. Question: What pay item will the detectable warnings on the handicap ramps be paid under?  
**Answer: The detectable Warning strips will be paid for under the "Sidewalk" pay item.**
18. Question: On sheet 06-0005 of the project plans, "Driveways" chart shows the "12.5mm Surface course" as "polymer modified". Is this correct?  
**Answer: Yes.**
19. Question: On sheet 13-0003 of the project plans, Station 111+47.81, please clarify if the Concrete Median (9032B) is 4" or 6"?  
**Answer: 6".**
20. Question: On sheet 13-0005 of the project plans, there is a driveway at Station 122+41.65R and Station 124+40R that are not shown on "Driveway" Quantities on Sheet 06-0005 of the plans. Please clarify.  
**Answer: Quantities will be updated to reflect the driveways at stations 122+41 RT and 124+40 RT.**

21. Question: There is shown on sheets 13-0006 and 13-0007 of the plans to remove concrete islands. We are assuming these areas will require asphalt patching as a result. Please provide clarification as to how the patching will be paid and please provide a patching detail.  
**Answer: A line item for "Patching" has been added to the pay schedule.**
22. Question: There appears to be multiple pay items on the bid schedule for "Class B Concrete Retaining Wall". Please clarify.  
**Answer: 10 CY Class B Concrete Retaining Wall is for Wall No. 1.  
14 CY Class B Concrete Retaining Wall is for Wall No. 3.**
23. Question: There appears to be multiple pay items on the bid schedule for "Conduit, Nonmetal, TP3, 2"". Please clarify.  
**Answer: 5,170 LF is for Signals.  
5,495 LF is for ITS.**
24. Question: There appears to be multiple pay items on the bid schedule for "Directional Bore-3IN". Please clarify.  
**Answer: 2,070 LF is for Signals.  
5,400 LF is for ITS.**
25. Question: There is a bid item on the bid schedule for "Maintenance of Construction Exit Tire Wash Area"; however, there is not a pay item for "Construction Exit Tire Wash Area". Please clarify.  
**Answer: Item 165-0310 will be removed from Bid Schedule.**
26. Question: With the lane closure restrictions outlined in the Special conditions Section 150.6A, it will most likely require the contractor to work at night to meet the contract time requirements for this project. According to the general conditions section GC-67, "no work shall be done between the hours of 6 p.m. and 7 a.m...." Will night work be allowed on this project and what are any additional costs that will need to be included in their pricing for engineering to be available during this time period?  
**Answer: Minor grading and sidewalk work can be completed between the hours of 7 AM to 6 PM. Major lane work shall be completed as needed from 6 PM to 7 AM only with the approval of AED.**

**Please acknowledge addendum in your submittal**  
**END OF ADDENDUM**

**ATTACHMENTS: REVISED TABLE OF CONTENTS (2 PAGES)  
REVISED GENERAL CONDITIONS (60 PAGES)  
REVISED BID PROPOSAL (6 PAGES)**



**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway  
PI# 0012867**

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**GC-01. DEFINITIONS:**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

1. **ADDENDA:** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by addition, deletion, clarifications, or corrections.
2. **BID:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
3. **BIDDER:** Any person, firm, or corporation submitting a bid for the work.
4. **BONDS:** Bid, Performance and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.
5. **CHANGE ORDER:** A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents or authorizing an adjustment in the contract price or contract time.
6. **CONTRACT DOCUMENTS:** The contract including Advertisement for Bids, Information for Bidders, Proposal, Bid Bond, Notice of Award, Agreement, Performance Bond, Payment Bond, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Drawings and Addenda.
7. **CONTRACT PRICE:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
8. **CONTRACT TIME:** The number of calendar days stated in the Contract Documents for the completion of the work.
9. **LIFE OF THE CONTRACT:** The total duration of the contract from Notice to Proceed to completion of all the work.
10. **CONTRACTOR:** The person, firm, or corporation with whom the Owner has executed the Agreement.

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11. **DRAWINGS:** The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
12. **ENGINEER:** In all contract documents, specifications, supporting documents, etc., the term "ENGINEER" means, and shall be deemed to mean, the *Augusta, Georgia* Engineering Department Director or his/her designated representative.
13. **FIELD ORDER:** A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time issued by the Engineer to the Contractor during construction.
14. **NOTICE OF AWARD:** The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
15. **NOTICE TO PROCEED:** Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
16. **OWNER:** Augusta, Georgia (AKA Augusta-Richmond County). Or A public or quasi-public body or authority, corporation, association, partnership, city, county, or individual for whom the work is to be performed.
17. **PROJECT:** The undertaking to be performed as provided in the Contract Documents.
18. **RESIDENT PROJECT REPRESENTATIVE:** The authorized representative of the Owner who is assigned to the project site or any part thereof. Also called a Site Engineer.
19. **SHOP DRAWINGS:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the work shall be fabricated or installed.
20. **SPECIFICATIONS:** A part of the Contract Documents consisting of written descriptions of a technical nature or materials, equipment, construction systems, standards and workmanship.
21. **SUBCONTRACTOR:** An individual, firm, or corporation having a direct contract with

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the Contractor or any other Subcontractor for the performance of a part of the work at the site.

22. **SUBSTANTIAL COMPLETION:** That date as certified by the Engineer when the construction of the project or a specified part can be utilized for the purposes for which it is intended.
23. **SUPPLEMENTAL GENERAL CONDITIONS:** Modifications and/or additions to the General Conditions of a specific nature generally aimed at the specific contract of which it is a part.
24. **SUPPLIERS:** Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
25. **WORK:** All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the project.
26. **WRITTEN NOTICE:** Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the work.

**GC-02. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:**

1. The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.
2. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

**GC-03. SCHEDULES, REPORTS AND RECORDS:**

1. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning the work performed or to be performed.

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2. The contractor shall prepare an overall Time-Logic Schedule that includes all major utility relocations, proposed utilities, and construction activities. A detail schedule for utility relocations from all utility companies shall be submitted to the contractor two weeks prior to the Preconstruction meeting. The Contractor shall submit this schedule to Augusta Engineering Department seven (7) days prior to preconstruction meeting. The contractor shall present a copy of this schedule at the Preconstruction meeting for discussion. The schedule shall consist of the following:
- a. The noted Responsible Agency for each activity (e.g., Contractor, Sub-Contractor, Utility Company)
  - b. The ES-Early Start, EF-Early Finish, LS-Late Start, LF-Late Finish dates
  - c. The Project Critical Path
  - d. Activity Durations

The contractor shall also submit following information with the schedule.

- a. List of active construction projects and their projected completion date
- b. List of available resources assigned to this project \*
- c. Name of Project Team (Project Manager, Superintendent, Foreman) assigned to this project \*
- d. Subcontractor information such as Company Name, Contact Name and Telephone, and type of assigned tasks

*\* Personnel and resources assigned to this project shall not be re-assigned to other projects until after upon approval from Augusta Engineering Department. Augusta Engineering Department reserves the right to deny the submitted project team or parts thereof.*

Failure to provide aforementioned schedule and information within specified time will result in cancellation of Notice to Proceed. If information is not received within thirty (30) days from the date of Notice to Proceed cancellation, contract will be terminated without further notice.

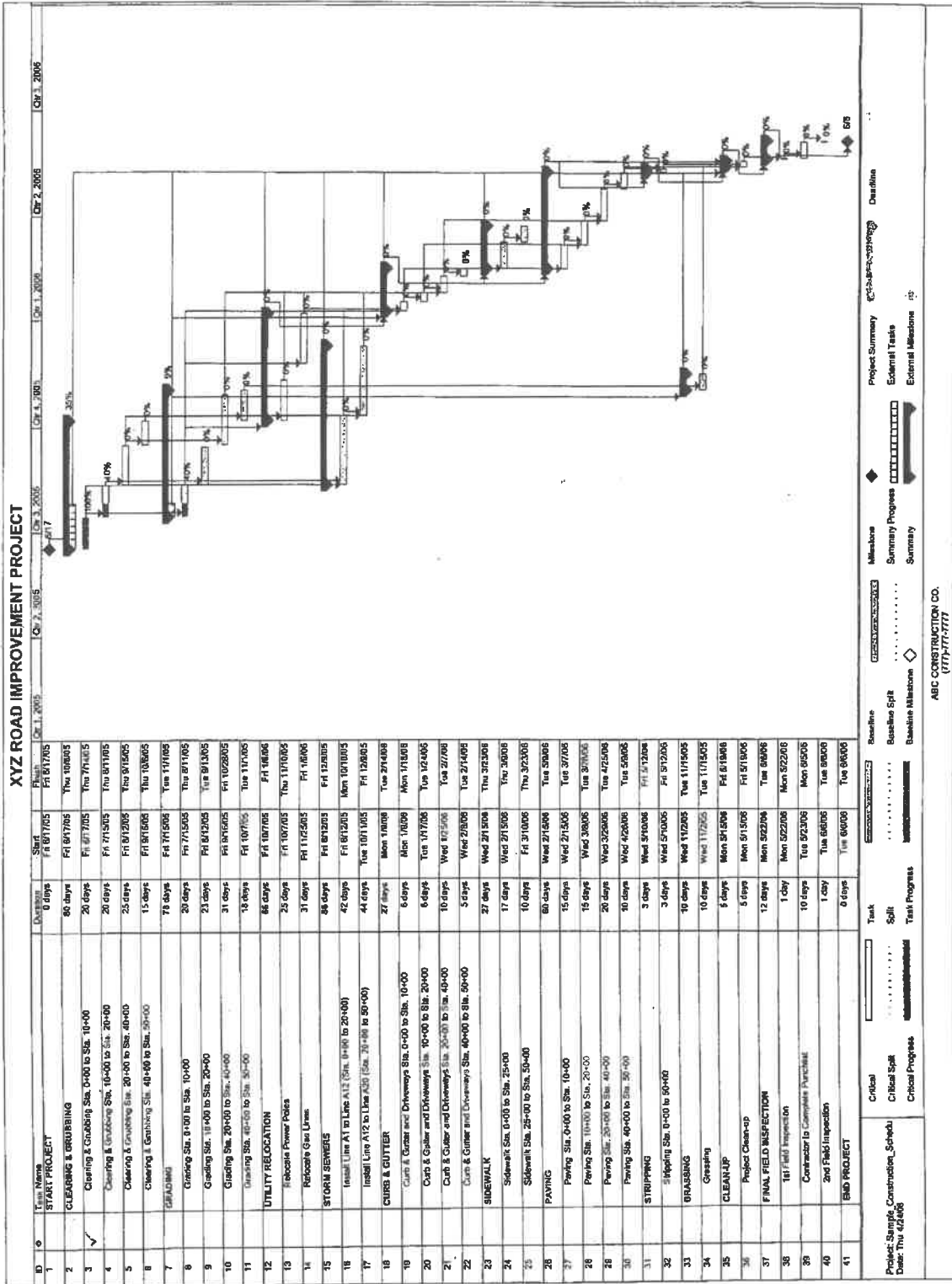
Within seven (7) days after the Preconstruction meeting, the Contractor shall provide a revised schedule with all issues and concerns addressed to Augusta Engineering Department. The revised Time-Logic Schedule shall be color coded with respect to responsibility, and shall be presented on D size paper (24"x36").

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The schedule shall be updated on a monthly basis displaying percentage of completion of all activities. The project base line and current date line shall appear on all updates.

The Schedule shall be using Microsoft Project or Primavera Scheduling software.

3. The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the work.



**GC-04. SPENDOUT SCHEDULE:**

1. A Spendout Schedule beginning with the *Notice to Proceed* and extending through the anticipated construction life of the project, shall be submitted at the Pre-Construction Conference. Such schedule shall include the anticipated earnings on a monthly basis.

**GC-05. NOTICE TO PROCEED:**

County Engineer will give contractor Notice to proceed stating the date on which the contractor can begin project work. The NTP date marks the beginning of the performance time of the contract or each task order. The contractor shall begin the work no later than 10 days after the NTP is issued.

**GC-06. CONSTRUCTION LAYOUT:**

Construction layout work shall be performed by the Contractor.

**GC-07. DRAWINGS AND SPECIFICATIONS:**

1. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for us, occupancy or operation by the Owner.
2. In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings.
3. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
4. All work that may be called for in the specifications and not shown on the drawings, or shown and not called for in the specifications, shall be executed and furnished by the Contractor as if described in both these ways and should any work or material



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be required which is not detailed in the specifications or drawings, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described.

5. It is understood and agreed that the Contractor, by careful examination, has satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
6. All storm pipes, manholes, junction boxes, catch basins, inlets, misc pre-cast products and appurtenances shall comply with Georgia Department of Transportation (GDOT) standards and specifications. Storm pipes and other products shall be from current GDOT approved plants and stamped per GDOT inspection certification requirements. Submittal of data sheet, issued by the source (plant), containing pipe manufacturing and inspection data will be required at the time of arrival of material at project site.

**GC-08. SPECIFICATIONS, STANDARDS AND OTHER DATA:**

1. All references in this document, (includes all papers, writings, documents, drawings, or photographs used, or to be used, in connection with this document), to State Highway of Georgia, State Highway Department, Highway Department, or Department when the context thereof means the Georgia Department of Transportation means, and shall be deemed to mean, **Augusta, GA Commission-Augusta Engineering Department**.
2. The data, together with all other information shown on these plans, or indicated in any way thereby, whether by drawings or notes or in any other matter, are based upon field investigations, and are believed to be indicative of actual conditions. However, the same are shown as information only, are not guaranteed, and do not bind **Augusta**, Georgia in any way. Only the actual quantities completed and accepted will be paid for. The attention of the bidder is specifically directed to Subsections 102.04, 102.05, and 104.03 of the Standard Specifications, of the

Georgia Department of Transportation, current edition, which will be part of this contract.

3. This project is based on, and shall be constructed in accordance with, the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, current edition and any supplements thereto. All of these specifications shall be considered as though fully contained herein. In cases where conflicts arise within these specifications, they will be revised to resolve such conflict. Until the conflict is resolved, the interpretation of the Engineer shall control the situation.

**GC-09. DESIGN ALTERATION:**

The commission-council recognizes that various changes in design may be made as the project progresses. Any requests for additional payment or reduction in payment shall be processed based on actual work in place and the unit prices submitted as a part of this bid. Items not covered in this bid shall be priced separately and no work shall be done on these items until approved, in writing, by the Engineer.

All changes in engineering design of the project shall be approved by the Design Engineer of record after consultation with the Engineer. Revised design plan sheet(s) shall be signed and stamped by the Design Engineer of record and a copy shall be submitted to Augusta Engineering Department.

**GC-10. INCIDENTAL CONSTRUCTION ITEMS:**

All work and materials without a specific pay item shall be considered incidental to related pay items, this is to include (but not limited to), additional erosion and sediment control measures, all removals and disposals, borrow, if needed, remove and reset fences, remove and reset ornamental shrubs, bushes and sod, and the obtaining, maintaining and restoration of any required borrow and/or waste pits, establish and reset property boundary survey pins.

**GC-11. SHOP DRAWINGS:**

1. The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawings shall not release the Contractor from responsibility for deviations from the Contract

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Documents. The approval of any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

2. When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
3. Portions of the work that require shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

**GC-12. MATERIALS, SERVICES AND FACILITIES:**

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
2. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
3. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies or equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
5. Materials, supplies or equipment to be incorporated into the work and purchased by the Contractor or the Subcontractor will be subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

**GC-13. INSPECTION AND TESTING:**

1. All materials and equipment used in the construction of the project shall be subject

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to adequate inspection and testing in accordance with generally accepted standards.

2. The Owner shall provide, at his expense, the necessary testing and inspection services required by the Contract Documents, unless otherwise provided or specified in construction plans. The Owner shall employ a qualified materials testing laboratory to monitor more fully the quality of materials and work and to perform such tests as may be required under the contract documents as conditions for acceptance of materials and work. THE ENGINEER MAY ORDER TESTING AT ANY TIME HE DEEMS PROPER TO CONTROL THE QUALITY OF THE WORK.

The Contractor is responsible for all material & labor quality control and quality assurance.

3. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
4. Neither observation by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
5. The project will be inspected by the Engineer or his/her representative. The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
6. If any work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
7. If any work has been covered which the Engineer has not specifically requested to observe prior to its being covered or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the

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work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such inspection, testing and reconstruction.

8. The Contractor shall give the Engineer 24 hours notice of starting any new work. No work shall be done or materials used without suitable supervision and inspection by the Engineer. The Contractor shall furnish the Engineer with necessary samples of material for testing purposes.

**GC-14.        COMPACTION:**

1. All compaction shall be as defined in the current edition of Georgia department of Transportation Specifications. Special attention shall be given to the backfill of minor structures (pipe, box culverts, manholes, catch basins, drop inlets, etc.). Compaction shall be achieved using approved tamps and soil layers of approximately 6 inches (loose measure) and in accordance with Georgia Department of Transportation Standards 1030-D and 1401 or equivalent ASTM or other method approved by the GED Technical Engineer and Augusta Engineering Department. Backfilling operations of this nature shall not begin until the Contractor has on hand all equipment in good working condition, and competent operators.
2. The backfilling of pipe and other minor structures shall be in accordance with Georgia Department of Transportation Standard specifications, Current Edition. Backfilling with sand using jetting and/or flooding will not be allowed in any case without the written permission of the Engineer. Backfilling of pipe structures shall be incidental to the pipe structure bid item.

**NOTE:** When sand and jetting/flooding method is used the warranty for the backfilled area is extended from 18 months to 24 months. A plan for the jetting/flooding shall be submitted at the Pre-Construction Conference.

**GC-15.        CONCRETE:**

A qualified persons contracted by the Owner shall, in the Engineer's presence, perform slump tests as directed by the Engineer. Tests shall be performed by qualified

personnel with a properly cleaned slump cone. Allowable slumps are 2" minimum and 4" maximum. Class "A" concrete shall have a minimum of 611 lbs. Cement per cubic yard. Class "B" concrete shall have a minimum of 470 lbs. Cement per cubic yard. Concrete not meeting these requirements will be rejected by the Engineer.

**NOTE:** No concrete shall be placed until all required equipment such as slump cone, curing compound and dispenser, etc., all in good working condition, are on the site. Inspectors must be given a minimum four-hour advance notice. No concrete shall be placed without the Inspector present unless otherwise directed by the Engineer. All concrete shall be placed during the Inspectors normal working hours, 8:30 a.m. to 5:00 p.m. unless otherwise directed by the Engineer. Formed surfaces shall receive finish immediately after removing forms. Forms shall be removed as provided in Section 500 of **GeorgiaDOT** Specifications.

**GC-16. CONSTRUCTION:**

1. Transition ties of proposed curb and gutter to existing curbs (valley gutter, granite curb, header curb, etc.) shall be paid for in the unit price bid for curb and gutter unless otherwise noted.
2. At locations where new pavement is to be placed adjacent to existing pavement, without an overlay, or where curbing is to be placed across paved parking lots, a joint shall be sawed on a line to ensure pavement removal to be neat. Only those joints sawed in concrete pavement will be paid for under the pay item-**Sawed Joints . . . per Linear Foot.**
3. Where curb and gutter is used and the shoulder elevations are higher than adjacent ground, the actual direction of drainage runoff shall be determined by the Contractor. He shall make such provisions as necessary to ensure that no ponding is caused by the new construction. He may place additional fill to provide drain inlets. Compensation will be under the price bid for the appropriate pay item. Driveway profiles may also be altered allowing the concrete pad to slope down outside the back of the curb line not to exceed an algebraic difference of 0.07. This should be used primarily on the high side of super-elevated curves. The Contractor should use caution with standard variance and place special emphasis on hydraulic considerations.
4. The Contractor shall provide borrow and/or waste pits for this project. All pits acquired for use on this project shall be reclaimed in accordance with Subsection

107.23 and Section 160 of the Standard Specifications and page PPA-1 of this document.

5. All storm drain pipe, side drain pipe, pipe culvert wing-walls, steps, retaining walls, curbs and gutters, headwalls, all types of pavement, wooden structures, except those specifically shown as a removal pay item will be removed as ***Clearing and Grubbing, Grading Complete, or Grading Per Mile on Lump Sum Construction.***
6. Cut and fill slopes outside of clear zones may be adjusted on construction where necessary to remain within the right of way.
7. Curb cut ramps in accordance with Standard A3 (former 9031-W) are to be used at all street intersections on this project.
8. Asphalt milling where specified for use on existing pavement that is to be resurfaced adjacent to curb and gutter. Finished surface on asphalt pavement shall not exceed ¼" above the gutter line.

**GC-17. TEST ROLLING:**

Prior to placing any base course, the subgrade shall be proof rolled to locate unstable areas and achieve additional compaction. Area be proof rolled using a minimum 15 tons flat drum compactor or other equipment as recommended by the Geotechnical Engineer (such as a fully loaded tandem axle dump truck). Geotechnical Engineer and/or a representative of Augusta Engineering Department will observe and approve proof-rolling. Areas failing compaction shall be reworked. Any areas judged by the Geotechnical Engineer to rut (should be improved in place or undercut and replaced with fill compacted to 100 % of soil maximum dry density as determined by the modified proctor compaction test (ASTM D1557, Method D or equivalent method approved by the Geotechnical Engineer and Augusta Engineering Department).

**GC-18. SUBSTITUTIONS:**

When a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number and if, in the opinion of the

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Engineer, such material, article or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deducted from the contract price and the Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

**GC-19. PATENTS:**

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof except that the Owner shall be responsible for any such loss when a particular process, design or the product of a manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

**GC-20. SURVEYS, PERMITS AND REGULATIONS:**

1. The Contractor shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of benchmarks adjacent to the work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
2. The Contractor shall carefully preserve benchmarks, reference points and stakes and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
3. The contractor shall re-establish property survey pins for parcels affected by new established right-of-way. This work shall be considered incidental to "As-built" plan preparation and will be paid as part of "As-built" plan pay item or grading complete pay item. This work shall be done by or under supervision of a qualified Georgia Licensed Professional Land Surveyor (PLS).



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4. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in GC47, Changes in the Work.

**GC-21. FENCE:**

1. All new fences called for on the plans and/or contract documents shall meet the requirements of Section 643 of the Georgia Department of Transportation Standard Specifications, current edition. New fence not meeting these Specs will be rejected.
2. In contracts, where remove and reset fence items are involved (either as pay items or as Lump Sum Construction) all replacement fence shall be equal to or better than the existing fence as approved by the Engineer. This means equal to or better than the original fence at the time of its installation. The Contractor must furnish positive locking devices, padlocks, and keys with all gate assemblies.

**GC-22. PROTECTION OF WORK, PROPERTY AND PERSONS:**

1. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site or other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for

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safety and protection. He will notify the owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, and subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby and a Change Order shall be issued covering the changes and deviations involved.
4. The work under this Contract in every respect shall be at the risk of the Contractor until finished and accepted, except to damage or injury caused directly by the Owner's agents or employees.

**GC-23. FINISHING AND DRESSING:**

All unpaved and natural areas which are disturbed by the construction of this project are to be returned to the pre-existing shape and slope and then finished and dressed. No separate payment will be made for grassing, fertilizing and mulching of disturbed areas, unless specifically shown as a pay item.

**GC-24. AGGREGATE SURFACE COURSE:**

1. The item aggregate surface course is for use in inclement weather to facilitate the movement of local traffic along roadway construction and to permit ingress and egress at drives. When used for this purpose, Section 318, Georgia Standard Specifications, is modified to permit truck dumping on unprepared and muddy subgrade. Section 318 is further modified to permit the use of crusher run stone as described in Subsection 806.02.
2. The Contractor will have the choice of the following materials:

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Graded Aggregate	Subsection 815.01
Coarse Aggregate Size 467	Subsection 800.01
Stabilizer Aggregate Type 1 or 2	Section 803
Crushed Stone	Subsection 806.02

3. All materials to be used as directed by the Engineer.

**GC-25. FOUNDATION BACKFILL MATERIAL, TYPE 1:**

Foundation Backfill Material Type I shall conform to Georgia Standard 1030-D and Section 207 of the Standard Specifications. No separate payment will be made for this material or its placement.

**GC-26. FOUNDATION BACKFILL MATERIAL, TYPE II:**

1. Foundation Backfill Material, Type II shall conform to Georgia Standard 1030-D and Section 207 of the Standard Specifications and shall be used in wet/unstable conditions as directed by the Engineer. It shall also be used beneath all concrete box culverts. Quantities shall be measured for payment in accordance with Georgia Standard 1030-D or as directed by the Engineer.
2. All storm pipe shall have minimum 6" bedding unless otherwise shown on the drawings or bid schedule. Payment for backfilling of pipe structure shall be incidental to the pipe structure bid item unless otherwise noted in the bid proposal. Payment shall be per cubic yard unless otherwise specified in the bid proposal.

**GC-27. GRADES:**

With the approval of the Engineer, grades may be field adjusted to provide for best drainage.

**GC-28. INFESTATION:**

The entire project is considered to be within the limits of an insect infested area. The contractor's attention is called to the following sections of the Standard Specifications: (A) 155 Insect control (B) 893 Miscellaneous Planting xMaterials.

**GC-29. LANDSCAPING:**

All the requirements of Section 702 of the Georgia Department of Transportation Specifications, current edition, are applicable to this project except as follows: there will be no separate pay for staking, including Perimeter Staking and for Spring Application of Fertilizer. All costs shall be included in prices bid for Landscape Items. Bag grown plants are not acceptable.

**GC-30. MAILBOXES:**

1. Existing mailboxes that are in conflict with the proposed construction shall be removed and relocated. Where feasible the existing mailboxes and supports may be utilized as approved by the Engineer so long as the supports are of metal **PIPE** with a maximum diameter of two (2) inches or wood, with a maximum diameter of four (4) inches.

**NOTE:** There shall be no supports of any material other than the two mentioned above. All existing mailboxes and supports containing brick, masonry of any type, metal, etc. shall be disassembled and all components, not meeting the above requirements, shall be removed from the project and disposed in a proper manner.

2. When not shown as a pay item, payment shall be included in the price bid for Lump Sum Construction or Grading Complete and itemized as such.

**GC-31. MISCELLANEOUS DRAINAGE STRUCTURES:**

All miscellaneous drainage structure such as *Catch Basins, Drop Inlets, Manholes, Junction Boxes, Spring Boxes, Drain Inlets, special Inlets*, etc., whether standard or special design shall be paid for *Per Each*. There will be no separate payment for additional depth unless specifically shown as a pay item.

**NOTE:** All *Catch Basins, Drop Inlets, manholes, exposed Junction Boxes*, etc., with concrete top-slabs shall include manhole rings and covers. The Contractor shall install the manhole rings and covers such that the steps can be easily accessed.

**GC-32. PATCHING AND REPAIR OF MINOR DEFECTS:**

Where needed, the contractor is required to patch and repair existing potholes, minor pavement defects, and base failures in accordance with the Specifications.

**GC-33. PAVEMENT CUTS:**

All pavement cuts shall be sawed with a neat vertical edge, regardless of material, consistently straight enough that a roller can follow the edge precisely to achieve the desired compaction. Irregular edges will not be accepted. Payment shall be included in the price of the pipe.

**GC-34. ADJUSTING MINOR STRUCTURES TO GRADE:**

1. This item consists of raising or lowering the upper portion of existing manholes, water valve boxes, gas valve boxes or any other miscellaneous structures within the area of construction. There will be no separate payment for this work unless shown as a separate pay item.

**\*Prior to any resurfacing the contractor shall identify and reference all structures so the precise locations can be determined after resurfacing. This shall be done in the company of the ARC Inspector. This shall be the first order of work where minor structures requiring adjustment are included in the contract.**

2. ***GRADING COMPLETE: GDOT Section 210***

**Includes all items not having an individual bid item, including but not limited to mobilization, construction layout. Attach itemized break of lump sum amount on a separate sheet.**

**GC-35. CASINGS:**

All steel casings being installed across any roadway and/or right-of-way shall have the joints continuously welded to obtain a watertight seal. The Contractor shall notify the Engineer when welds are ready for inspection. Welded casings backfilled without the Engineer's approval shall be uncovered for inspection at the Engineer's request.

**GC-36. PAYMENT FOR PIPE CULVERT INSTALLATION:**

1. Payment for pipe culvert or utility installation includes sawing and/or cutting and removing existing pavement and replacing the pavement as specified in accordance with Standard 1401 and Augusta Engineering Utility Road Cut Detail.

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1. Payment for pipe culvert includes plugging existing pipe with Class "A" or "B" concrete (See Georgia Standard 9031-L).

**GC-37. PIPE CULVERTS:**

1. Unless otherwise noted, all storm drain, longitudinal and stub pipes are to be reinforced concrete. All required pipe culverts shall be in accordance with Standard 1030-D.
2. Foundation Backfill Material Type I shall conform to Georgia Standard 1030-D. No separate pay item will be made for this material for its placement.
3. Payment for pipe culvert or utility installation includes sawing and/or cutting and removing existing pavement, sidewalk, curbing, etc., and replacing same as specified in accordance with Standard 1401. Payment for pipe culvert includes plugging existing pipe with Class "A" or "B" concrete and for construction concrete collars.
4. The Contractor shall include in his price bid for pipe, the additional cost of bends, tees, fasteners, appropriate gaskets (see Section 848 of the Standard Specifications), and structure excavation.

**GC-38. PRECAST CONCRETE UNITS:**

Precast Concrete Units, other than those specifically allowed by Georgia Department of Transportation Specifications, such as *Drop Inlets, Catch Basins, Manholes*, etc., shall not be installed without written permission from the Engineer. Any such units installed without such written permission shall be removed from the project.

**GC-39. RELOCATED WATER METERS:**

Relocated water meters and water meter boxes shall not be placed in the sidewalk.

**GC-40. REMOVAL AND RESETTING OF ORNAMENTAL SHRUBS AND BUSHES AND SOD:**

It shall be the contractor's responsibility to remove and reset any and all existing ornamental shrubs and bushes and sod in conflict with proposed construction. Coordination with the property owners is essential in this endeavor. The Contractor will not be held responsible for care and maintenance after removing, resetting, and

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reestablishing growth of these plants and sod except in cases where the Contractor's equipment causes irreparable damage or where plants and/or sod dies as the result of negligence on the Contractor's part. In which cases, the Contractor will be held responsible for replacement. Sod shall be reset with ground preparation in accordance with Subsection 700.05.A. No additional soil or fertilizer is required for resetting sod. The Contractor shall remove the sod in a manner that will be conducive to insuring that the reset sod will live. At the Contractor's option, he may replace any sod he removes with new sod of the same type. No separate payment will be made for this work or replacements unless specifically shown as a pay item.

**GC-41. REMOVING AND RESETTING OF OBSTRUCTIONS:**

It shall be the Contractor's responsibility to remove and reset any and all obstructions, such as fences, signs, concrete or brick planters, steps, walkways, brick or concrete entrance columns, etc., which are in conflict with construction. Contractors are responsible for the security of pets and/or personal property through the use of temporary fence if necessary. No separate payment will be made for this work except when shown as a separate pay item.

**GC-42. SAW CUTS:**

When matching existing conditions, saw cuts shall be used as required by *Augusta-Richmond County*. Only saw cuts in Portland Cement Concrete, which are shown, as contract pay items will be paid for separately. No saw cuts in asphaltic concrete will be paid for separately. Unless specifically noted this does not apply to pipe trenches.

**GC-43. SOD:**

Sod will not be paid for separately when used to match or replace sod on adjacent lawns as replacement in kind.

**GC-44. STORM DRAIN PIPE:**

Unless otherwise noted, all storm drain, longitudinal and stub pipe are to be reinforced concrete and shall include *O-ring gaskets*.

**GC-45. SUB-CONTRACTORS:**

The Contractor shall furnish the official name, plus the name and telephone number of the 24-hour emergency contact of all firms he proposes to use as Subcontractors in the work. This information is to be furnished at the *Preconstruction Conference*. However, no work shall be done on this project by a Subcontractor until the Contractor receives approval of his Subcontractor(s) from the Engineer.

**NOTE:** All submissions shall include the following information for each Subcontractor:

1. Name of Subcontracting Firm
2. Description of Work To Be Done
3. Contact Person's Name and 24 Hour Phone Number

**GC-46. SUPERVISION BY CONTRACTOR:**

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on the behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

**GC-47. CHANGES IN THE WORK:**

1. The Owner may at any time as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.
2. The Engineer, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to a change in the contract price or time or both, in which event he shall give the Engineer written notice thereof within ten (10) days after the receipt of the ordered change pending the receipt of an executed change order or further instruction from the Owner.



**GC-48. CHANGES IN CONTRACT PRICE:**

1. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:
  - 1.1 Unit prices previously approved.
  - 1.2 An agreed lump sum.
  - 1.3 The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

**GC-49. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

1. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.
2. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
3. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
4. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer.

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- 4.1 To any preference, priority, or allocation order duly issued by the Owner.
- 4.2 To unforeseeable causes 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, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and
- 4.3 To any delays of subcontractors occasioned by any of the causes specified in Paragraphs 4.1 and 4.2 of this Article.

**GC-50. CORRECTION OF WORK:**

1. The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.
3. Any omissions or failure on the part of the Engineer to disapprove or reject any work or material shall not be construed to be an acceptance of any defective work or material. The Contractor shall remove, at his own expense and shall rebuild and replace same without extra charge and in default thereof the same may be done by the Owner at the Contractor's expense or in case the Engineer shall not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or material, he shall have the power and is hereby authorized to make an equitable deduction from the stipulated price.

**GC-51. SUBSURFACE CONDITIONS:**

1. The Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify the Owner by written notice of:

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- 1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.
  - 1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
2. The Owner shall promptly investigate the conditions and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required, for performance of the work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**GC-52. SUSPENSION OF THE WORK, TERMINATION AND DELAY:**

1. The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor. The Engineer shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an extension of the contract time directly attributable to any suspension.

To the extent that it does not alter the scope of this Contract, Augusta, Georgia reserves the right of unilaterally ordering, without any cause, a temporary stopping of the work, or delaying of the work to be performed by the Contractor or Consultant under this Contract. Augusta, Georgia will not be held liable for compensation to the Contractor / Consultant for an extension of contract time or increase in contract price, or both, directly attributable to this action of Augusta, Georgia.

2. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors or if a trustee or receiver is appointed for the Contractor or for any of his property or if he files a petition to take advantage of any debtor's act to reorganize under the bankruptcy or applicable laws or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he

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repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if, in the opinion of the Engineer, the Contractor fails to make satisfactory progress in prosecuting the work, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

3. The Contractor must obtain permission from the Engineer before any equipment can be removed from the job site. In the event such equipment is removed without the Engineer's approval, the job will be terminated until such time as the equipment is returned to the project and any time and money lost by the Contractor as a result of moving the equipment shall be absorbed by the Contractor.
4. Where the Contractor's services have been so terminate by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
5. After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit. The Contractor shall be paid for any validated services under this Contract up to the time of termination.
5. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or the Engineer to act within the time

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specified in the Contract Documents, or if no time is specified, within reasonable time, an adjustment in the contract time, shall be made for delays necessarily caused by the failure of the Owner or the Engineer.

6. The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.
  
7. Any omissions or failure on the part of the Engineer to disapprove or reject any work or material shall not be construed to be an acceptance of any defective work or material. The Contractor shall remove, at his own expense and shall rebuild and replace same without extra charge and in default thereof the same may be done by the Owner at the Contractor's expense or in case the Engineer shall not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or material, he shall have the power and is hereby authorized to make an equitable deduction from the stipulated price
  
8. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Contract shall constitute default. The Owner may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.

**GC-53. PAYMENTS TO THE CONTRACTOR:**

**BASIS OF PAYMENT:** As explained in the section "Instructions to Bidders," payment for all items of construction will be made at the total of the actual number of units installed at the unit prices stated in the Bid Schedule to the Proposal. The partial payments described in the Agreement will be made based on the actual number of units of work completed during the month and in-place at the unit prices stated in

the Bid Schedule

1. Between the first (1st) and the fifth (5th) of each month, the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor on an approved form covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within thirty days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain five (5%) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents and successful completion of required warranty period. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment may be made in full, excluding Ded percentages, less authorized deductions.
2. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
3. All work covered by partial payment shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the 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 all terms of the Contract Documents.
4. Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the Contract Documents. The entire balance, excluding the retained percentage, found to be due the Contractor shall be paid to the Contractor, except such sums as may be lawfully retained by the Owner for saving the Owner or

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the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material-men and furnishers of machinery and parts thereof, equipment, tools and supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

5. Owner at its sole discretion may release 50% of retained amount (5% percent of the amount of each payment) after completion and acceptance of final punch list items and before start of warranty period. After six (6) months into required warranty period of 18month warranty period, 50% percent of the remaining retained amount may be released if no defect found per owner's discretion.
6. If the Owner fails to make payment 45 days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment, interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

**GC-54. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his Sureties from any obligations under the Contract

Documents or the Performance Bond and Payment Bonds.

**GC-55. INSURANCE:**

1. The Contractor shall purchase and maintain during the life of this Contract such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
  - 1.1 Claims under Workman's Compensation, disability benefit and other similar employee benefit acts,
  - 1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of his employees,
  - 1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees,
  - 1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person; and
  - 1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
2. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Owner and Construction Manager.
3. The Contractor shall procure and maintain, at his own expense, during the life of the Contract, liability insurance as hereinafter specified.
  - 3.1 Contractor's General Public Liability and Property Damage insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations



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under the Contract Documents, whether such operations be by himself or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$5,000,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 for any such damage sustained by two or more persons in any one accident. Contractor's insurance policy shall name Owner and Program Manager as insured under this policy.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractor in his/her own policy.

- 3.2 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor and Subcontractor as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.
4. The Contractor shall procure and maintain, at his own expense, during the life of the Contract, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under Workman's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

**GC-56. CONTRACT SECURITY:**

The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a Surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable bond to the Owner.

**GC-57. ASSIGNMENTS:**

Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

**GC-58. INDEMNIFICATION:**

1. **Hold Harmless:** The Contractor will indemnify and hold harmless the Owner and Program Manager and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or

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omission of the Contractor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

2. In any and all claims against the Owner or the Engineer or any of their agents or employees, by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workman's Compensation acts, disability benefit acts or other employee benefits acts.
3. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications.

**GC-59. SEPARATE CONTRACTS:**

1. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
2. The Owner may perform additional work related to the Project by himself or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the work and shall properly connect and coordinate his work with theirs.
3. If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim therefor as provided in Sections

GC-13 and GC-14.

**GC-60. SUBCONTRACTING:**

1. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
2. The Contractor shall not award work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
3. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
5. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

**GC-61. ENGINEER'S AUTHORITY:**

1. The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
2. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the work. Inspections may be made at the factory or fabrication plant or the source of material supply.

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3. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
4. The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

**GC-62. GUARANTEE:**

1. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of eighteen (18) months from the date of acceptance of the System by the Owner. The Contractor warrants and guarantees for a period of eighteen (18) months from the date of acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect though the guarantee period.

**GC-63. TAXES:**

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

**GC-64. WORK ADJACENT TO RAILWAY OR OTHER PROPERTY:**

Whenever the work embraced in this Contract is near the tracks, structures or buildings of the Owner or of other railways, persons, or property, the work shall be so conducted as not to interfere with the movement of trains or other operations of the railway, or, if in any case such interference be necessary, the Contractor shall not proceed until he has first obtained specific authority and directions therefore from the proper designated officer of the Owner and has the approval of the Engineer.

**GC-65. ORDER AND DISCIPLINE:**

The Contractor shall at all times enforce strict discipline and good order among his employees and any employee of the Contractor who shall appear to be incompetent,

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disorderly or intemperate or in any other way disqualified for or unfaithful to the work entrusted to him, shall be discharged immediately on the request of the Engineer and he shall not again be employed on the work with the Engineer's written consent.

**GC-66. TRAFFIC CONTROL, WARNING DEVICES AND SIGNS:**

1. The Contractor shall furnish, erect, paint and maintain warning devices when construction is on or near public streets for the protection of vehicular and pedestrian traffic. Such devices will be in accordance with the Georgia Manual on Uniform Traffic Control Devices for Street and Highways, "Traffic Control for Highway Construction and Maintenance Operations," latest edition.
2. The Contractor shall give prior written notification to and shall obtain the approval of the Augusta Fire Department, Police Department, Emergency Medical Services, and the Augusta Traffic Engineering Department of any street closures.
3. In addition, see Technical Specifications – Section 150.

**GC-67. SPECIAL RESTRICTIONS:**

1. No work shall be done between hours of 6pm and 7am, nor on Sunday or legal holidays, unless otherwise noted in the project specific special conditions or without the written approval or permission of the Engineering Director or his/her designee in each case, except such work as may be necessary for proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency.
2. If work is required on Saturday, the Contractor shall request and receive approval from the Engineering Director or his/her designee by 2pm the previous day.
3. **SCHOOL ZONE:** This restriction will not apply if school is not in session. No lane closure shall be done in school zone between hours of 6:30am - 8:30am and 2:30pm – 4:30pm.
4. **MASTERS TOURNAMENT:** No work shall be done during Masters Week Tournament, from Saturday to Sunday unless it is approved by the Engineer.
5. Any work planned to be accomplished during or directly before the Masters Golf Tournament must be submitted to and approved in writing by the Owner.

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Consideration will be given only for contract time extensions as a result of delays in accomplishing the work. No consideration will be given for claims for damages.

**GC-68. AFTER HOURS INSPECTION:**

If the Contractor opts to work before or after normal working hours, 8 a.m. to 5 p.m., Monday through Friday, or on Augusta, Georgia Legal Holidays, then the Contractor must notify Owner/Engineer 48 hours in advance and get Owner/Engineer approval. No work shall be performed during after hours without advance approval by the Owner/Engineer

**GC-69. CONTRACTOR NOT TO HIRE EMPLOYEES OF THE OWNER:**

The Contractor shall not employ or hire any of the employees of the Owner.

**GC-70. DRAWINGS:**

1. The Owner will furnish to the Contractor, free of charge, up to two (2) sets of direct black line prints together with a like number of complete bound specifications for construction purposes. Location of all primary features of the work included in the Contract are indicated on the Contract Drawings.
2. The Contractor will maintain in his office one complete set of drawings (including any supplemental sketches) pertaining to the project upon which, at the end of each day's work any deviations from the construction lines shown thereon and all changes ordered by the Engineer will be shown accurately in red pencil. If necessary, supplemental drawings will be made to show details of deviations or changes, and these will be kept with the marked set. The drawings will be available to the Engineer for inspection during construction. Satisfactory progress toward the preparation of the record drawings shall be a condition of approval of monthly payment estimates. At the completion of construction, prior to submitting his estimate for final payment, and as a condition for payment thereof, three copies of the record drawings, satisfactorily completed, will be transmitted to the Engineer.

**GC-71. COORDINATION OF WORK:**

Owner may perform other construction activities or have other infrastructure improvement / drainage improvement project in this project area or in vicinity of this project area; the Contractor for this project must coordinate construction activities and allow ingress and egress for other contractors.

**GC-72. RIGHTS-OF-WAY AND EASEMENTS:**

1. The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all land and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before the commencement, by reason of any litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to compensate for the time lost by such delay; such determination to be set forth in writing and approved by the Owner.
  
2. The Contractor shall not perform any work outside the limits of the right-of-way or easements. In addition, no equipment or material shall be placed outside these areas without written permission of both the property owner and the Engineer. In the event that the Contractor elects to utilize private property for any purpose connected with the project, such as, but not limited to, staging areas, equipment and/or material storage or simply as a convenience, he shall submit a written agreement to the Engineer containing vital information such as limits of both area and time the property is to be utilized and a description of the intended use. The agreement must be signed by both the property owner and the Contractor and will be reviewed and recorded by the Engineer. Such agreements must be submitted prior to the contractor's use of the property.

All buildings located on newly acquired R/W and/or easements shall be relocated by the Contractor. Such buildings on existing R/W and/or easements shall be removed by the owner or will become the property of the Contractor.

3. The Owner will furnish all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents. If all land and rights-of-way are not obtained prior to the issuing of the Notice to Proceed, the Contractor shall begin work upon lands and rights-of-way that have



been acquired.

4. The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
5. The Contractor shall comply with all ROW / easements acquisition provisions.
6. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

**GC-73. ESTIMATE OF QUANTITIES:**

The estimated quantities of work to be done and materials to be furnished under this contract if shown in any of the documents including the bid are given only for use in comparing bids and to indicate approximately the total amount of the contract and the right is especially reserved except as herein otherwise specifically limited to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract and such increase or diminution shall in no way vitiate this contract nor shall any such increase or diminution give cause for claims or liability for damages.

**GC-74. EXISTING STRUCTURES AND UTILITIES:**

1. The existence and location of structures and underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before starting work. The Contractor shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
2. Where sidewalks, street signs, private signs, walls, sidewalks, fences, etc, are removed in accomplishing the work, each and every item will be replaced in the same or better manner or condition than that in which it was before construction began. The Contractor will protect and hold harmless the Owner from any suit, action, or dispute whatever arising from the Contractor's work adjacent to private property.

**GC-75. CONTRACTOR'S BREAKDOWN OF LUMP SUM PAYMENT ITEMS:**

The Contractor shall, immediately after the contract has been awarded, submit to the Engineer for his approval, a breakdown showing estimates of all costs apportioned to the major elements of equipment, material and labor comprising the total work included under any of the lump sum items shown in the proposal. These estimates as approved will serve as the basis for estimating of payments due on all progress estimates.

**GC-76. PRIOR USE BY OWNER:**

Prior to completion of the work, the Owner may take over the operation and/or use of the uncompleted project or portions thereof. Such prior use of the facilities by the Owner shall not be deemed as acceptance of any work or relieve the Contractor from any of the requirements of the Contract Documents.

**GC-77. CLEANING UP:**

The Contractor shall keep the premises free from the accumulation of waste material and rubbish and upon completion of the work, prior to final acceptance of the completed project by the Owner, he shall remove from the premises all rubbish, surplus materials, implements, tools, etc., and leave his work in a clean condition, satisfactory to the Engineer.

**GC-78. SALVAGE MATERIALS/EXCESS MATERIALS:**

All salvageable materials, such as drainage pipe, which require removing but not used on this project, are to be removed from the Right-of-Way, as directed by the Engineer, and recycled or properly disposed of per applicable local and state regulations. Augusta Engineering reserves the right to request a copy of disposal documents for these materials. Granite curb and any other material identified by the Engineer shall be saved and stored at location determined by the Owner.

**GC-79. MAINTENANCE OF TRAFFIC:**

1. In any work within the public right-of-way, the Contractor shall provide adequate warning and protection for pedestrian and vehicular traffic from any hazard arising out of the Contractor's operations and will be held responsible for any damage caused by negligence on his part or by the improper placing of or failure to display danger signs and road lanterns. All traffic lanes, sidewalks and driveways will be

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kept open and clear at all times except as provided below. The Contractor shall not block traffic on any street more than 30 minutes or without written permission from such agency. Before leaving the work each night, it shall be placed in such condition as to cause the least possible hazard therefrom. Should the Contractor fail to comply with the provisions of this paragraph, the Owner may, with his own forces, provide signs, flagmen, barricades and/or passageways or clear the pavement and deduct the cost thereof from sums due to the Contractor.

2. The Contractor shall provide construction signs in accordance with requirements of "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways"; current edition with added supplements and provisions.
3. The attention of the Contractor is specifically directed to Subsection 107.09 of the Supplemental Specification- "Barricades and Danger, Warning, and Detour Signs". "The Contractor shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with these specifications, Project Plans, Special Provisions, and MUTCD, and Take all necessary precautions for the protection of the work and safety of the public."
4. All temporary signs, barricades, flashing lights, striping and any other traffic control devices required during construction of this project shall meet all requirements of the MUTCD current addition, as directed by the Engineer and be furnished by the Contractor with payment in accordance with Section 150.
5. The Contractor shall so conduct his operations that there will be a minimum of interference with, or interruption of, traffic on the travel way. This applies to initial installation and the continuing maintenance and operation of the facility. At least one-lane, two-way, traffic shall be maintained at all times unless approved otherwise by the Engineer. As a minimum, the Contractor must comply with MUTCD, current edition and Georgia Standard 9102.
6. The Contractor shall provide all temporary traffic control devices needed to safely direct traffic through the construction area.
7. All temporary traffic control devices are to be placed in accordance with Georgia Department of Transportation Standards and Specifications.

**GC-80. FLAGGING:**

1. Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.
2. All **Flaggers** shall meet the requirement of part 6F of the MUTCD Current Edition and must have received training and a certificate upon completion of the training from a Department approved training program. Failure to provide certified **Flaggers** as required above shall be reason for the Engineer suspending work involving the *Flagger(s)* until the Contractor provides the certified **Flagger(s)**.
3. Flaggers shall wear a fluorescent orange cap or hat, and a fluorescent orange vest, shirt, or jacket, and shall use a *Stop/slow* paddle meeting the requirements of Section 6F-2 of the MUTCD Current Edition for controlling traffic. The **Stop/slow** paddle shall have a shaft length of seven (7) feet minimum. In addition to the **stop/slow** paddle, a *Flagger* may use a 24-inch square red/orange flag as an additional device to attract attention. For night work, the vest shall have reflectorized stripes on front and back.
4. Signs for **Flagger** traffic control shall be placed in advance of the flagging operation in accordance with the MUTCD Current Edition. In addition to the signs required by the MUTCD, signs at regular intervals, warning of the presence of the **Flagger** shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

**GC-81. TRAFFIC DETOURS:**

1. Where detours are required and in accordance with Section 150 of the Standard Specifications and any Supplements thereto, the Contractor shall file for approval a detour plan of operation for this project. This plan shall include details of staging and rerouting of traffic including estimated length of time for use of the detours.
2. The Contractor shall so conduct his operations that there will be a minimum of interference with, or interruption of, traffic upon and along the roadway. This applies to the initial installation and the continuing maintenance and operation of the facility. At least one-lane, two-way traffic shall be maintained at all times unless approved otherwise by the Engineer. As a minimum, the Contractor must comply with the Manual on Uniform Traffic Control Devices, current edition and Georgia Standard 9102.

**GC-82. MAINTENANCE OF ACCESS:**

The Contractor will be required to maintain access to business establishments during all time they are open for business, to churches, schools and other institutions during the time they are open and to all residential and other occupied buildings or facilities at all times. Bridges across open trenches and work areas will be required to provide vehicular and pedestrian access. Bridges with handrail protection will be required for crosswalks at street intersections. It is recognized that it will be necessary to remove bridges and to block cross traffic while equipment is in operation. The Contractor shall, however, plan and pursue his operations so as to minimize the time that direct entrance is blocked.

**GC-83. SPECIAL EVENTS:**

When Special Events occur, such as the Augusta Masters Golf Tournament, all work shall be safe up, shut down and maintained until the Engineer approves the resumption of work. No project is exempt without the expressed approval of the Engineer. If these type work stoppages impose a hardship, contract time wise, consideration will be given to extending the contract time in an amount commensurate with the delay caused by such work stoppages provided the Contractor has otherwise pursued the work diligently. No consideration will be given for claims for damages.

**GC-84. EROSION CONTROL AND RESTORATION OF PROPERTY:**

1. The Contractor will be required to schedule his work and perform operations in such a manner that siltation and bank erosion will be minimized during all phases of construction. Any areas disturbed during the course of construction shall be restored to a condition equal or better than the original condition. The Contractor will be required to submit a Soil Erosion, Sedimentation and Stormwater Pollution Control plan that is in compliance with the work site erosion control and NPDES plan, per the Georgia Department of Transportation and Georgia Environmental Protection Erosion, Sediment and Stormwater Pollution Control requirements.
2. The contractor will be responsible for NPDES monitoring and documentation to keep the project in compliance with applicable NPDES permit requirements unless specified otherwise. The contractor shall be responsible to bring project incompliance and pay penalty imposed on the project due to non-compliance to NPES permit and other permits.

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**NOTE:** NPDES monitoring and distribution is not Applicable for Resurfacing projects unless otherwise noted in bid schedule.

3. The cost of this work shall be included in the cost of Lump Sum Construction or grading complete unless Shown as a Separate pay item.

**GC-85. UTILITIES:**

1. All utility facilities except those owned by Augusta Utilities Department which are in conflict with construction, not covered as specified items in the detailed estimate, are to be removed and relocated to clear construction by the respective owners with the exception of Augusta Utilities and Augusta Traffic Engineering unless added later to the contract as a supplemental item. All "above ground" utility structures will be located as near as possible to the right-of-way line.
2. The Contractor will not be paid for any delays or extra expense caused by utility facilities obstructions or any other items not being removed or relocated to clear construction in advance of his work.
3. All known utility facilities are shown schematically on the plans, and not necessarily accurate in location as to plan or elevation. Utility facilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of his responsibility under this requirement except as noted below. "Existing Utility Facilities" means any utility facility that exists on the highway project in its original, relocated or newly installed position. Other than service lines from street mains to the abutting property the contractor will not be held responsible for the cost of repairs to damaged underground utility facilities when such facilities are not shown on the plans and their existence is unknown to the Contractor prior to the damage occurring, providing the Engineer determines the Contractor has otherwise fully complied with the Specifications.
4. The Contractor shall use the one-call center telephone number 1-800-282-7411 for the purposes of coordinating the marking of underground utilities.
5. The Contractor's attention is directed to the probability of encountering private utility installations consisting of sanitary sewers, water, sprinkler systems, ornamental light systems, gas and underground telephone cables that either are obstructions to the execution of the work and need to be moved out of the way or, if not, must be properly protected during construction. No separate payment will be

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made for this work. Public utilities of this nature except Augusta Utilities and Augusta Traffic Engineering will be handled by the utility owner.

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**THE FOLLOWING UTILITY COMPANIES SHALL BE NOTIFIED BEFORE WORK BEGINS:**

<p><b>Southern Company Gas</b> 337 Habersham Road Martinez, Georgia 30907</p> <p><b>POC: Virginia Mauldin</b> Phone: (470) 316-6836 e-mail: <a href="mailto:vmauldin@southernco.com">vmauldin@southernco.com</a></p>	<p><b>Augusta Richmond County Utilities</b> 360 Bay Street, Suite 180 Augusta, Georgia 30901 Fax: (706) 312-4133</p> <p><b>POC: Chad Hendrix</b> e-mail: <a href="mailto:CHendrix@augustaga.gov">CHendrix@augustaga.gov</a> Phone: (706) 312-4126</p>
<p><b>AT&amp;T</b> 3841 Wrightsboro Road Augusta, Georgia 30909 Fax: (706) 855-1917</p> <p><b>POC: Jeff Surrency</b> e-mail: <a href="mailto:Ws1449@att.com">Ws1449@att.com</a> Phone: (706) 228 -5203/ (706) 210-8237</p>	<p><b>Georgia Power - Distribution</b> 642 Woodland Road Waynesboro, Ga. 30830</p> <p><b>POC: Jason Eddie</b> e-mail: <a href="mailto:jeddie@southernco.com">jeddie@southernco.com</a> Phone: (706) 589-0657</p>
<p><b>Georgia Power - Transmission</b> 3100 Kilowatt Drive, Bin 73903 Savannah, GA 31405 <b>POC: Melissa Black</b></p> <p>e-mail: <a href="mailto:mswheele@southernco.com">mswheele@southernco.com</a> Phone: (678) 464-3243</p>	<p><b>Comcast Communications</b> P.O. Box 3579 Augusta, Georgia 30904 Fax: (706) 733 - 6942</p> <p><b>POC: Kevin O'meara</b> e-mail: <a href="mailto:Kevin_O'Meara@Comcast.com">Kevin_O'Meara@Comcast.com</a> Phone: (706) 832-6921</p>
<p><b>WOW!</b> 3714 Wheeler Road Augusta, Georgia 30909 Fax: (706) 364-1011</p> <p><b>POC: Gary Mcferrin</b> e-mail: <a href="mailto:gary.Mcferrin@wowinc.com">gary.Mcferrin@wowinc.com</a> Phone: (706) 364-1035</p>	<p><b>Columbia County Community Broadband Utility/C3BU</b> P.O. Box 498 7080 Evans Town Center Blvd. Building F Evans, GA 30809</p> <p><b>POC: Harold Sparrow</b> e-mail: <a href="mailto:hsparrow@columbiacountga.gov">hsparrow@columbiacountga.gov</a> Phone: (706) 312-7325</p>
<p align="center"><b>Uniti Fiber/Southern Light, LLC</b></p> <p align="center"><b>POC: Gene Manning</b> e-mail: <a href="mailto:Gene.Manning.contractor@uniti.com">Gene.Manning.contractor@uniti.com</a> Phone: (334) 703-9682 or (478) 957-0071</p>	



**GC-86. UTILITY ACCOMMODATION POLICY:**

In so far as possible, work shall be scheduled so that open excavations will not be left overnight. Where trenches, pits or other excavations are within the clear roadside areas and cannot be backfilled before leaving the job site, they shall be covered by timbers or metal plates and protected by reflectorized and/or lighted barricades as appropriate and as directed by the Engineer. Barricades sufficient to prevent a person from falling into an excavated or work area must be erected in areas where these conditions exist.

**GC-87. BYPASSING SEWAGE:**

The Contractor will be required to schedule and coordinate construction sequences and to use temporary construction and other approved methods which will minimize the bypassing of sewage during construction of the sewer facilities. The diversion of sewerage to open ditches or streams will not be permitted.

**GC-88. SAFETY AND HEALTH REGULATIONS:**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL31-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54).

**GC-89. WARRANTY:**

Unless otherwise specified, all contract work is subject to an 18-month warranty. The 18-month warranty is hereby modified to include the following: Any repairs, corrections or modifications performed within the last six months of the original 18-month warranty shall have the original 18-month warranty extended 180 calendar days past the date of such repairs, corrections or modifications.

**GC-90. PRECONSTRUCTION CONFERENCE:**

A preconstruction conference shall be held at an acceptable time to the Owner and the Contractor prior to the "Notice to Proceed" to coordinate the work and satisfy all requirements of the Contract Documents.

**GC-91. COMPLIANCE WITH LAWS, CODES, AND REGULATIONS, ETC.:**

Supplementing the provision of the GENERAL CONDITIONS, the successful bidder awarded this contract by signing the contract acknowledges the following, however, this is not to be construed as all inclusive or being these only:

1. Underground Gas Pipe Law:

The Contractor signing the contract acknowledges that he is fully aware of the contents and requirements of "Georgia Laws 1969, Pages 50 and the following, and any amendments and regulations pursuant thereto", and the Contractor shall comply therewith.

2. High Voltage Act:

The Contractor by signing the contract acknowledges that he is fully aware of the contents and requirements of "Act No. 525, Georgia law 1960, and any amendments thereto, and Rules and Regulations of the commissioner of Labor pursuant thereto" (the preceding requirements within quotation marks being hereinafter referred to as the "high voltage act"), and the Contractor shall comply therewith. The signing of Contract shall also confirm on behalf of the Contractor that he:

- A. has visited the premises and has taken into consideration the location of all electrical power lines on and adjacent to all areas onto which the contract documents require to permit the Contract either to work, to store materials, or to stage operations, and
- B. that the Contractor has obtained from the Owner of the aforesaid electric power lines advice in writing as to the amount of voltage carried by the aforesaid lines.

The Contractor agrees that he is the "person or persons responsible for the work to be done" as referred to in the high voltage act and that accordingly the Contractor is solely "responsible for the completion of the safety measures which are required by Section 3 of the high voltage act before proceeding with any work." The Contractor agrees that prior to the completion of precautionary measures required by the high voltage act he will neither bring nor permit the bringing of any equipment onto the site (or onto any area or areas onto which the contract documents require or permit the Contractor to work, to store materials, or to stage operations) with which it is possible to come within eight feet of any high voltage line or lines pursuant to

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operations arising out of performance of the Contract. The foregoing provisions apply to power lines located (a) on the site and (b) on any area or areas onto which the contract documents require or permit the Contractor either to work, to store materials, or to stage operations, or (c) within working distance for equipment or materials, being used on (a) and (b) above. These provisions of the Contract do not limit or reduce the duty of the Contractor otherwise owed to the Owner, to other parties, or to both. The Contractor agrees that the foregoing provisions supplement provisions of the General Conditions. The Contractor agrees and acknowledges that any failure on his part to adhere to the high voltage act shall not only be a violation of law but shall also be a breach of contract and specific violation of the provisions of the General Conditions which pertains to safety precautions.

3. Occupational Safety & Health Act:

The Contractor by signing the contract acknowledges that he is fully aware of the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and he shall comply therewith.

**GC 92. LOCAL SMALL BUSINESS:**

In accordance with Chapter 10B of the AUGUSTA, GEORGIA. CODE, the contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA.GA CODE § 1-10-129(d) (7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

**GC-93. DEFECTIVE PRICING:**

To the extent that the pricing provided by the contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

**GC-94. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE:**

The contractor is not responsible for delay in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the control of the contractor. In any such event, the contract price and schedule shall be equitably adjusted.

**GC-95. PROTECTION OF THE ENVIRONMENT:**

1. The Contractor will carefully schedule his work so that a minimum amount of exposed earth will be subject to erosion by rainfall or wind, and he will provide means satisfactory to the Engineer to minimize the transportation of silt and other deleterious material into the stream beds of water courses adjacent to the project.
2. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with printed instructions.

**GC-96. TEMPORARY TOILETS:**

Contractor shall provide temporary toilet facilities on the site for workmen employed in the construction work. Toilets shall be adequate for the number of men employed and shall be maintained in a clean and sanitary condition. Workmen shall be required to use only these toilets. At completion of the work, toilets used by Contractor shall be removed and premises left in the condition required by the Contract.

**GC-97. CITY ACCEPTANCE:**

Notwithstanding any other obligations of the Contractor, he shall complete the work to the full satisfaction of the Augusta Engineering Department and the Engineer. This provision shall not relieve the Contractor of his responsibilities for guarantees.

**GC-98. REFERENCED SPECIFICATIONS:**

Where specifications or standards of trade organizations and other groups are referenced in these specifications, they are made as much a part of these specifications as if the entire standard or specification were reprinted herein. The inclusion of the latest edition or revision of the referenced specification or standard is intended.

**GC-99. SITE ACCESS:**

In order to minimize damage to existing paving, and landscaping, access to the site for the Contractor's personnel and equipment will be restricted to the routes designated by the Owner. The Contractor will be required to use only these routes unless prior written approval is given by the Owner.

**GC-100. GEORGIA PROMPT PAY ACT:**

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

**GC-101. DISPUTES:**

The law of the State of Georgia shall govern the Contract between Owner and Contractor with regard to its interpretation and performance, any other claims related to this contract.

All claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

**GC-102. INTEREST NOT EARNED ON RETAINAGE:**

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due to the Contractor on any sum held as retainage pursuant to this Agreement and Contractor specifically waives any claim to same.

**GC-103. EQUIVALENT MATERIALS:**

Notwithstanding any provision of the general conditions, there shall be no substitution of materials that are not determined to be equivalent to those indicated or required in the contract documents without an amendment to the contract.

**GC-104. CONTINGENT FEES:**

The contractor is prohibited from directly or indirectly advocating in exchange for compensation that is contingent in any way upon the approval of this contract or the passage, modification, or defeat of any legislative action on the part of the Augusta, Georgia Commission the contractor shall not hire anyone to actively advocate in exchange for compensation that is contingent in any way upon the passage, modification, or defeat of any contract or any legislation that is to go before the Augusta, Georgia Commission.

**GC-105. SITE CONDITIONS:**

Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

- (i) When the contract is negotiated,
- (ii) When the contractor provides the site or design, or
- (iii) When the parties have otherwise agreed with respect to the risk of differing site conditions

**GC-106. CONTRACTUAL OBLIGATIONS:**

The contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, the contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of the contractor provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, the contractor agrees that if it provides goods

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or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by the contractor. The contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

**GC-107. LANDFILL:**

All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees

**GC-108. INSPECTIONS:**

All contracts shall provide that Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

**GC-109. AS-BUILT DRAWINGS:**

The Contractor shall furnish a complete, legible set of "as-built" plans, prepared and certified by a qualified Georgia Licensed Professional Land Surveyor (PLS), to Augusta Engineering Department seven (7) days prior to the date of the Final Inspection. The As-Built plans shall include all above, at, and underground improvements and utility work, including storm sewer, traffic control and operational items, and fiber. The Director of Engineering Department or his/her designee shall review the submitted as-built plans for accuracy, legibility, completeness, and conformity with approved construction plans. Upon approval of submitted as-built, three (3) hard copies and one electronic (CD- in GA State plan coordinate) copy shall be submitted to Engineering Department for record and

Director of Engineering signature. There shall be no separate payment unless otherwise shown.

**NOTE:** Not Applicable for Resurfacing projects. Unless otherwise noted in Bid schedule.

**GC-110. FIELD OFFICE FACILITIES:**

1. The Owner may require Contractor to provide field office depending on project location, size, and type of work.
2. The Contractor shall provide, at a point convenient to the work, suitable office facilities for housing records, plans and contract documents. A telephone and Fax shall be provided at the Contractor's office for expediting the work and be made available for the use of the Engineer. A complete and up-to-date set of the plans and specifications shall be available at the field office at all times that the work is in progress.

*Note: Not Applicable for Resurfacing projects unless otherwise noted in Bid Schedule.*

**GC-111. PROJECT SIGNS**

1. The Contractor shall furnish and erect portable three (3) project signs for each task order and additional signs as per project funding source (if required).
2. The contractor may remove the sign at completion of the task order.

**NOTE:** Not Applicable for Resurfacing projects

**GC-112. IRRIGATION**

1. The Contractor shall be responsible for water tap and acquiring water meter from Augusta Utilities Department.
2. The contractor shall be responsible to maintain the water and power service to controller for period of 30 days or until city representative inspect and approve.
3. All irrigation backflow device shall be RPZ and must comply with Augusta Utilities Department Standards.



**GC-113. UTILITY CONTRACTOR LICENSE**

Augusta Engineering Department requires the contractor and subcontractor to pose a utility license for the projects that has storm drainage work.

**GC-114. AED CONSTRUCTION SOFTWARE**

Augusta Engineering Department will utilize PROCORE for all construction management needs. Contractor shall utilize this software for all construction management needs.

**SECTION 3: BID PROPOSAL**

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Date: \_\_\_\_\_

**Gentlemen:**

In compliance with your invitation for bids dated \_\_\_\_\_, 2024, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway  
PI# 0012867**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

\_\_\_\_\_ DOLLARS  
( \$ \_\_\_\_\_ )

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 545 calendar days.

The undersigned acknowledges receipt of the following addenda:

**Addendum Number:**

**Addendum Date:**

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

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

Respectfully submitted:

\_\_\_\_\_  
(Name of the Firm)

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

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

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

**AUGUSTA ENGINEERING DEPARTMENT**  
**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway**

<b>000-1000</b>	<b>Force Account</b>	<b>1</b>	<b>LS</b>	<b>\$400,000</b>	<b>\$400,000</b>
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<b>WHEELER ROAD FROM I-20 to CR 804/AUGUSTA WEST PKWAY</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
150-1000	TRAFFIC CONTROL - - 0012867	1	LS		
210-0100	GRADING COMPLETE - - 0012867	1	LS		
318-3000	AGGR SURF CRS	275	TN		
402-1801	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL	35	TN		
441-0016	DRIVEWAY CONCRETE, 6 IN TK	19	SY		
441-0104	CONC SIDEWALK, 4 IN	3383	SY		
441-0108	CONC SIDEWALK, 8 IN	966	SY		
441-0740	CONCRETE MEDIAN, 4 IN	429	SY		
441-0748	CONCRETE MEDIAN, 6 IN	114	SY		
441-4020	CONC VALLEY GUTTER, 6 IN	460	SY		
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	475	LF		
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	1689	LF		
441-6022	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	1304	LF		
441-6720	CONC CURB & GUTTER, 6 IN X 30 IN, TP 7	2700	LF		
441-7012	CURB CUT WHEELCHAIR RAMP, TYPE B	1	EA		
610-0213	REM CHAIN LINK FENCE, 6 FT	235	LF		
611-5015	RESET CHAIN LINK FENCE, 6 FT	235	LF		
634-1200	RIGHT OF WAY MARKERS	98	EA		
999-5200	DETECTABLE WARNING SURFACE	25	SF		
310-1101	GR AGGR BASE CRS, INCL MATL	1035	TN		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	50	TN		
402-3102	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME	101	TN		
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	213	TN		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	655	TN		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	234	TN		
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	996	TN		

**AUGUSTA ENGINEERING DEPARTMENT**

**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway**

413-0750	TACK COAT	1322	GL		
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	15980	SY		
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	2860	SY		
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	2060	LF		
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	250	CY		
550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	15	LF		
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	22	LF		
600-0001	FLOWABLE FILL	4	CY		
611-3000	RECONSTR CATCH BASIN, GROUP 1	2	EA		
668-1100	CATCH BASIN, GP 1	2	EA		
668-2100	DROP INLET, GP 1	2	EA		
668-5000	JUNCTION BOX	6	EA		
163-0232	TEMPORARY GRASSING	0.401	AC		
163-0240	MULCH	25	TN		
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	EA		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	39	EA		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	6105	LF		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	39	EA		
167-1000	WATER QUALITY MONITORING AND SAMPLING	4	EA		
167-1500	WATER QUALITY INSPECTIONS	18	MO		
171-0010	TEMPORARY SILT FENCE, TYPE A	12210	LF		
700-8000	FERTILIZER MIXED GRADE	0.260	TN		
700-8100	FERTILIZER NITROGEN CONTENT	40.05	LB		
700-9300	SOD	3877	SY		
610-6515	REM HIGHWAY SIGN, STD	13	EA		
611-5360	RESET HIGHWAY SIGN	13	EA		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	195	SF		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	220	SF		
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	261	SF		
636-2070	GALV STEEL POSTS, TP 7	588	LF		
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	7	EA		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	40	EA		
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	1	EA		
653-0170	THERMOPLASTIC PVMT MARKING, ARROW, TP 7	2	EA		

**AUGUSTA ENGINEERING DEPARTMENT**

**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway**

653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	4	EA		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	8775	LF		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	4784	LF		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	440	LF		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	8300	LF		
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	3750	GLF		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	580	SY		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	351	SY		
654-1001	RAISED PVMT MARKERS TP 1	86	EA		
654-1003	RAISED PVMT MARKERS TP 3	326	EA		
639-3004	STEEL STRAIN POLE, TP IV - W/55 FT MAST ARM	2	EA		
639-3004	STEEL STRAIN POLE, TP IV - W/60 FT MAST ARM	1	EA		
639-3004	STEEL STRAIN POLE, TP IV - W/50 FT MAST ARM	1	EA		
639-3004	STEEL STRAIN POLE, TP IV - W/35 FT AND 55 FT MAST ARMS	1	EA		
639-3004	STEEL STRAIN POLE, TP IV - W/65 FT MAST ARM	5	EA		
647-1000	TRAFFIC SIGNAL INSTALLATION NO - - 1 INTERSTATE PARKWAY	1	LS		
647-1000	TRAFFIC SIGNAL INSTALLATION NO - - 2 WEST WHEELER PARKWAY	1	LS		
647-1000	TRAFFIC SIGNAL INSTALLATION NO - - 3 AUGUSTA WEST PARKWAY/MEDICAL CENTE DRIVE	1	LS		
682-6233	CONDUIT, NONMETL, TP 3, 2 IN (SIGNALS)	5170	LF		
682-9950	DIRECTIONAL BORE - - 3 IN (SIGNALS)	2070	LF		
682-9950	DIRECTIONAL BORE - - 7 IN	980	LF		
682-9950	DIRECTIONAL BORE - - 5 IN	80	LF		
687-1000	TRAFFIC SIGNAL TIMING - - AUGUSTA WEST PARKWAY/MEDICAL CENTER	1	LS		
687-1000	TRAFFIC SIGNAL TIMING - - WEST WHEELER PARKWAY	1	LS		
687-1000	TRAFFIC SIGNAL TIMING - - INTERSTATE PARKWAY	1	LS		
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO - - 3 AUGUSTA WEST PARKWAY/MEDICAL CENTER DRIVE	1	LS		
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO - - 1 INTERSTATE PARKWAY	1	LS		
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO - - 2 WEST WHEELER PARKWAY	1	LS		
937-4100	PEDESTRIAN DETECTION SYSTEM, NO - - 1 INTERSTATE PARKWAY	1	LS		
937-4100	PEDESTRIAN DETECTION SYSTEM, NO - - 2 WEST WHEELER PARKWAY	1	LS		

**AUGUSTA ENGINEERING DEPARTMENT**

**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway**

937-4100	PEDESTRIAN DETECTION SYSTEM, NO -- 3 AUGUSTA WEST PARKWAY/MEDICAL CENTER DRIVE	1	LS		
937-6040	VIDEO DETECTION SYSTEM, NO -- 3	1	LS		
937-6040	VIDEO DETECTION SYSTEM, NO -- 2	1	LS		
937-6040	VIDEO DETECTION SYSTEM, NO -- 1	1	LS		
500-3201	CLASS B CONCRETE, RETAINING WALL, No. 1	10	CY		
500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL	80	LF		
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	80	LF		
500-3201	CLASS B CONCRETE, RETAINING WALL, No. 3	14	CY		
682-2160	PULL BOX, TYPE 6	9	EA		
682-2170	PULL BOX, TYPE 7	3	EA		
682-6233	CONDUIT, NONMETL, TP 3, 2 IN (ITS)	5495	LF		
682-9950	DIRECTIONAL BORE -- 3 IN (ITS)	5400	LF		
935-1117	OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 96 FIBER	6720	LF		
935-1512	OUTSIDE PLANT FIBER OPTIC CABLE, DROP, SINGLE MODE, 12 FIBER	435	LF		
935-3102	FIBER OPTIC CLOSURE, UNDERGROUND, 12 FIBER	4	EA		
935-3502	FIBER OPTIC CLOSURE, FDC (WALL MOUNTED), 12 FIBER	4	EA		
935-4010	FIBER OPTIC SPLICE, FUSION	12	EA		
935-8000	TESTING	1	LS		
936-4000	CCTV CAMERA SYSTEM, TYPE 1	4	EA		
939-2300	FIELD SWITCH, TYPE A	4	EA		
<b>SUBTOTAL WHEELER ROAD AT AUGUSTA WEST PARKWAY</b>					

<b>FORCE ACCOUNT:</b>	\$400,000
<b>GRAND TOTAL</b>	

**GRAND TOTAL**

----- **DOLLARS**

**\*GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE**

**AUGUSTA ENGINEERING DEPARTMENT**

**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway  
ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE.”**

**\*\*\*LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.**