



RFP #26-272

June 25, 2026

Deans Bridge Road MSW Landfill Phase III, Stage II South Cell 2 - Phase 1

For

Augusta-Richmond County
On behalf of the Augusta Engineering and
Environmental Services

RFP Due: Thursday, August 6, 2026 at 2:00pm

**One Original and One Electronic Version of RFP
on a USB Drive shall be submitted**

Andy Penick
Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Request for Proposal

Bid Announcement for RFP #26-272 Deans Bridge Road MSW Landfill Phase III, Stage II South Cell 2 - Phase 1 for Augusta-Richmond County for the Augusta Engineering and Environmental Services Department.

Sealed proposals will be received in the Augusta Procurement Department on or before **Thursday, August 6, 2026 at 2:00pm**, during our normal business hours from 8:30 am to 5:00 pm, Monday through Friday.

Bid openings are open to the public located at Augusta Municipal Building, 535 Telfair Street, Suite 605, Augusta, GA 30901 or virtually via Microsoft Teams; Meeting ID: 289 497 715 450 577; Passcode: V6wL9nA9.

No proposals will be accepted by email. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor. A 5% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 (706) 821-2422. Plans and specifications for this project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. There is a non-refundable fee of \$100.00 for the plans and specifications for this project. Addenda will also be posted on the plan room's websites.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706) 722-6488 beginning Thursday, June 25, 2026. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

A Mandatory Pre-Bid conference will be held on **Monday, July 20, 2026, at 2:00pm** in the Hicks Conference Room located at 452 Walker Street and virtually via Teams; Meeting ID: 248 577 005 070 197; Passcode: AD23bQ9i. For the optional site-visit please contact Ms. June Hamal in advance at jhamal@augusaga.gov.

Bidders must mark RFP #26-272 on the outside of the submittal envelope. Bidders must separate their Fee Proposal into a sealed envelope, and technical qualifications in a separate sealed envelope. All instructions are in the Bid Documents.

Any questions, or request for clarification, may be submitted via email to procbidandcontract@augustaga.gov on or before the close of business **Thursday, July 23rd, 2026, by 5:00pm**.

Deliver all bids to:

Attn: Tywanna Scott

535 Telfair Street - Room 605

Augusta, Georgia 30901

Phone: 706-821-2422

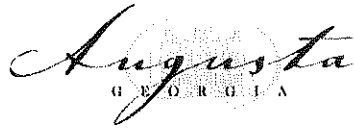
Email: procbidandcontract@augustaga.gov

Publish: Augusta Chronicle June 25th and July 2nd, 9th, and 16th.

INSTRUCTIONS TO SUBMIT A BID

INSTRUCTIONS TO SUBMIT

- 1.1 Purpose: The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 Viewing the Augusta Code: All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures**.
- 1.3 Compliance with laws: The Bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Bidder and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Bidder and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 Bids For All Or Part: Unless otherwise specified, County reserves The Right To make an award(s) for all items, or categories, or specific line items, to one or more bidders. Bidder may restrict their bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 All protests shall be made in writing to:
- Attn: Andy Penick,
Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901
Email: procbidandcontract@augustaga.gov
- 1.6 Augusta, Georgia License Requirement: For further information contact the License and Inspection Department at 706 312-5050.
- General Contractors License Number: If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number: If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.7 Terms of Contract: (Check where applicable)
☒ (A) Annual Contract
☐ (B) One time Purchase
☐ (C) Other



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Exhibit A is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Bidder/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Exhibit A Must be Notarized & Two (2) Pages Must be returned with your submittal.

Business License Requirement: Bidder must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number** must be provided. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain an Augusta-Richmond County business license if awarded a contract. For further information contact the License and Inspection Department at 706 312-5050.

Acknowledgement of Addenda: Bidders Must acknowledge all Addenda. See Page 1 of Exhibit A.

E-Verify * User Identification Number (Company I.D.): Vendor must provide the E-Verify affidavit with their bid.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (Systematic Alien Verification for Entitlements Program) (Must Be Returned With Your Submittal)

The successful vendor will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. E-Verify MOU (Memorandum of Understanding)



Exhibit A

Augusta, Georgia Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

Where/How did you hear about this solicitation? _____

Attach a copy of your Business License, W-9, and your General Contractor License.

If applicable, provide a copy of the following:

Utility Contractors License - MUST BE LISTED ON FRONT OF ENVELOPE

Acknowledgement of Addenda: (#1) ____: (#2) ____: (#3) ____: (#4) ____: (#5) ____: (#6) ____: (#7) ____: (#8) ____:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company; That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

1. By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief: No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

Georgia E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://www.e-verify.gov/employers/enrolling-in-e-verify>

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

**** (E-Verify Number)** _____

Name of Public Employer _____

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

Executed on _____, 20____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent
NOTARY COMMISSIONING

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____ **day of** _____, 20____

Notary Public

My Commission Expires: _____

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Exhibit A, and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. *In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.* You Must Complete and Return the two (2) pages of Exhibit A with Your Submittal. Document Must Be Notarized.



Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my proposal for an Augusta, Georgia contract for

[RFP Project Number and Project Name]

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Print/Type: Name of business, corporation, partnership, or other private entity]

- 1.) _____ I am a citizen of the United States.
- 2.) _____ I am a legal permanent resident 18 years of age or older.
- 3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant

Printed Name

* Alien Registration Number for Non-Citizens

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me on this _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

NOTARY SEAL

THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH YOUR SUBMITTAL



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with _____ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor _____ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. § 16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

[Signatory Name in Print]

[Signatory's Title] [Company Name]

Date: _____

[Signatory's Title]

NOTARY COMMISSIONING

Subscribed and sworn before me on this _____ day of _____, 20____

Notary Public

My Commission Expires: _____

NOTARY SEAL

RETURN FORM ONLY IF APPLICABLE.

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

The following shall apply to All Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. 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.

SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. **The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.**

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder **will not** meet the MBE and WBE goals*).

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154.Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bid number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise Program

535 Telfair Street, Suite 530

Augusta, Georgia 30901

(706) 821-2406, mwbe@augustaga.gov

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

SECTION I INSTRUCTION TO PROPOSERS

Augusta, Georgia, is soliciting statement of proposals from qualified firms to provide Deans Bridge Road MSW Landfill Phase III, Stage II South Cell 2 - Phase 1 for Augusta-Richmond County for the Augusta Engineering and Environmental Services Department. Bidder's submittal should respond to, and be based on, the information included in this Request for Qualification and Proposal.

Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Thursday, August 6, 2026 at 2:00pm**. The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - RFP Item #26-272 905 Deans Bridge Road MSW Landfill Phase III, Stage II South Cell 2 - Phase 1 for Augusta Engineering and Environmental Services Department. You are required to submit one (1) marked unbound original, one (1) electronic copy of your RFP.

RFP opening are held publicly and via TEAMS - Meeting ID: 289 497 715 450 577; Passcode: V6wL9nA9.

No RFP will be accepted by email; all bids must be received by mail or hand delivered. If RFP is forwarded by mail or other second party delivery, the sealed envelope containing the submittal must be enclosed in an envelope addressed to:

Andy Penick, Procurement Director
Augusta Procurement Department
535 Telfair Street - Suite 605
Augusta, Georgia 30901

All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

All vendors responding are cautioned to read this RFP carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

A Mandatory Pre-Bid conference will be held on Monday, July 20, 2026, at 2:00pm in the Hicks Conference Room located at 452 Walker Street and virtually via Teams; Meeting ID: 248 577 005 070 197; Passcode: AD23bQ9i. For the optional site-visit please contact Ms. June Hamal in advance at jhamal@augusaga.gov.

All questions must be submitted in writing by email to procbidandcontract@augustaga.gov before the close of business, Thursday, July 23rd, 2026, by 5:00pm.

Issues and responses addressed in any other manner, such as phone calls, will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations.

Augusta will respond to any Proposer's questions received in compliance with the above schedule. All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled, and answers will be posted by addendum and emailed to Proposers. Failure to provide all of the requested information may cause the proposal to be rejected as non-responsive.

Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official

of the firm and must be submitted in the time, manner, and form prescribed.

For a proposal to be considered it must remain valid for at least 90 days after RFPs have been opened, pending the execution of contract with the successful vendor.

If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this RFP and other factors considered in the best interest of the Owner. Negotiations may be undertaken with the firm whose proposal shows them to be the most qualified, responsible, and capable of performing the work. In addition to cost, the Owner will consider professional qualifications and related experience to determine which proposal would be in the Owner's best interest if a contract were made.

Additionally, appropriate professional registration and significant prior experience in projects of similar scope are considered minimal qualifications.

The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all proposals received as the result of this RFP. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of the Owner. The Owner will not be liable for any costs incurred by any firm prior to the execution of a contract and approval by the Board of Commissioners. Costs incurred in responding to the request for qualifications are the Proposer's alone and the Owner does not accept liability for any such costs.

Services must be provided by experienced personnel. Any subconsultants/contractors the proponent will be using to perform any part of the requested service shall be evaluated on the same criteria.

It is the responsibility of the Proposers to examine the entire RFP, seek clarification in writing, and review their qualifications for accuracy before submitting a response. Once the deadline has passed, all submittals will be final. The Owner reserves the right to ask for additional information from all parties that have submitted qualifications.

No proposal may be withdrawn for a period of ninety (90) days after proposal have been opened, pending the execution of contract with the successful bidder. Selection shall not be based solely upon the fee proposal; however, the fee and maximum overhead proposals shall be a factor in the final selection. The Owner reserves the right, in its sole discretion, to reject any or all proposals, re-solicit proposals (including a change in the method of project delivery), or terminate the project.

The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the Proposer, for disposition or usage by the Owner at its discretion. The details of the proposal documents will remain confidential until final award. See Trade Secret Affidavit (Page 8).

SECTION II BACKGROUND, SCOPE, PROCESS, SELECTION

1. Background

- 1.1. The Augusta Engineering & Environmental Services Department, herein referred to as the AEES, wishes to construct the MSW landfill Phase III, Stage II South Cell 2-Phase 1 at the Deans Bridge Road MSW Landfill. The proposed primary scope consists of earthwork, subgrade preparation, installation of a liner system (clay, protective cover, geosynthetics, HDPE geomembrane, etc.), leachate collection system, integration to existing adjacent cell components, stormwater management system components, new roadway, installation of temporary and permanent sediment and erosion control features, and miscellaneous incidental construction needed to complete new cell construction per its construction plan. This cell construction is continuity of the Deans Bridge Road MSW Landfill Phase III overall permitted footprint.
- 1.2. This Request for Qualifications (RFP) addresses the need to provide construction of new cell per Phase III Deans Bridge Road Landfill regulatory permitted phasing plan.
- 1.3. The purpose of the RFP is to:
- Invite qualified licensed contractors, specialized in Subtitle D landfill construction, to express their interest in providing all tools, labor, materials and equipment to perform and complete all work under the following classification:

DEANS BRIDGE ROAD MSW LANDFILL – PHASE III Stage II South Cell 2 –Phase 1 Construction

This is a specialized construction services RFP. The contractor team must be experienced constructing a Subtitle D Landfill disposal cell with demonstrated similar work, construction quality control, and constructability direct experience. The Contractor shall also have a General Contractor License, Utility Contractor License or Utility Licensed Manager as on-site Construction Team Member, and has ability to work in state of Georgia.

2. Project Description

2.1. General

Project general description consists of providing all labor, materials, tools, equipment, services, and incidentals and performing all work required for the construction of a Subtitle D Landfill Cell per construction plans and technical specification prepared by SCS Engineers, dated April 2026, and included as part of this RFP document.

3. Scope of Project

- 3.1. The AEES is requesting fee proposal and project delivery approved from specialized construction qualified contractors to perform work required for the Phase III Stage II South Cell 2 – Phase 1 construction at the Augusta Deans Bridge Road Landfill. For detail see the cell construction Technical Specifications and construction plans provided as part of this RFP.

SECTION III SUBMISSION REQUIREMENTS

1. Required Submittals

Specialized Services qualified contractors interested in providing the services described herein are invited to submit a complete RFP submittal for consideration. The RFP submittal shall address the items listed below. Failure to provide all requested information may be sufficient cause for rejection of the proposal. **The overall submittal shall not surpass 35 pages.** The submittal should be organized and tabbed as outlined in paragraph 2 Submittal Requirements and paragraph 3 RFP Submittal Format (**Cover letter, required Procurement forms, tabs and appendices are not a part of the 35-page limit**). **Vendors are required to submit** one (1) marked unbound original and one (1) electronic copy of the RFP. You are also required to submit one (1) copy of the fee proposal and one (1) electronic copy on USB drive of your fee proposal is to be submitted in a separately sealed envelope.

2. Submittal requirements include:

2.1. Contractor's experience in constructing MSW landfill new cells per relevant regulatory requirements & MSW landfill approved Design & Operation plan.

Ratings will be based on the contractor's experience and performance on similar projects listed and references checked on those projects. **It is the goal of the Owner that the Contractor has a minimum of two (2) past similar projects completed in Georgia completed within the past five (5) years.** These projects shall be listed in accordance with Part 1 of the Contractor's Qualification Form (**Exhibit I**).

2.2. Capacity/Ability to respond.

Rating will be based on contractor's ability to respond, begin, and complete construction of similar landfill cell construction projects. Contractor shall provide, **as Tab C**, a listing of the required items:

- Personnel resources – include resumes of key team members that will be assigned to this particular project.
- Equipment resources
- Material resources
- Equipment rental arrangements
- Proposed Subcontractors – include assigned scope and experience as well as experience with your team.

2.3. Ability to meet insurance and required bonding.

Rating will be based on contractor's ability to provide insurance and bonding capacity. Insurance requirements will be as specified in Section VI to this RFP. Provide the information requested to include:

- Statements of insurance providers approved in the State of Georgia that the Contractor has the ability to obtain coverage as specified in Section VI to the RFP.

- Statements from bonding agencies for projects between \$10,000,000.00 and \$20,000,000.00 constructed within the past five (5) years, as well as a statement that the Contractor has the ability to obtain bonds for this amount.

2.4. Ability to complete the project within specified schedule.

Rating will be based on contractor's ability to complete project within specified time period specified in this RFP.

- Statement of Completion schedule.
- Statement of critical milestone schedule.

3. RFP Submittal Format

Contractors shall submit the required and supplemental information requested by this RFP in the following format and order:

Tab A – Procurement Documents:

All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies.

Tab B – Contractor's Qualification Form (Exhibit I)

Past Project References: Subtitle D Landfill Construction & Closure Systems.

Include the following for each project:

- Project Name
- Project Address
- Owner Names/Contact Information
- Contract Value: Original and Final
- Time of Completion: Original and Final
- Key Subcontractors with Scope

Tab C – Capacity/Ability to respond

Project Capacity

Include the following:

- Personnel resources – include resumes of key team members that will be assigned to this particular project.
- Equipment resources
- Material resources
- Equipment rental arrangements
- Proposed Subcontractors – include assigned scope and experience as well as experience with your team.

Detailed description of the understanding of the Scope of Services to include the following:

- Contractor's Experience in landfill cell construction & final closure systems

- Experience excavating adjacent to and in MSW waste and installing liner systems & leachate collection systems

Tab D – Schedule of Work - Current/Pending Project Load

Include the following for each project:

- Project Name
- % Completed
- Contract Amount
- Contract Time

Tab E - Financial and equipment statements

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- If a public company, include a recap of the most recent audited financial report.
- If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

Tab F – References

All proposers shall include the name, address, e-mail, fax and telephone numbers of at least three clients for whom projects similar in size and scope have been performed.

Tab G – Liability Insurance and Bonding Requirements

SECTION IV CRITERIA FOR EVALUATION

Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	0% of the available points assigned to the category. Doesn't have minimum ability/qualifications.
2	Marginal	25% of the available points assigned to the category. Meets minimum qualifications/availability but one or more major considerations are not addressed or is lacking in some essential aspects.
3	Adequate	50% of the available points assigned to the category Meets minimum qualifications/availability and is generally capable of performing work
4	Good	75% of the available points assigned to the category More than meets minimum qualifications/availability and exceeds some aspects
5	Excellent	100% of the available points assigned to the category Fully meets minimum qualifications/availability and exceeds in several or all areas

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for federal, state and local services. List details of at least 3 similar projects.

3. Organization & Approach (10 points)

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project/service team.
 - ii. Some or all of team members have previously worked together on similar project/service(s).
 - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
 - ii. Team successfully addresses all requirements of this RFP.
 - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
 - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working experience with local government.
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. Scope of Services to be Provided (25 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
 - ii. Describe Project construction execution and sequence
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project/service.

5. Schedule of Work (15 points)

- a. Schedule shows completion of the work within or preferably prior to the Augusta, Georgia overall time limits as specified in the RFP.
- b. The schedule serves as a project/service timeline, stating all major milestones and required submittals for project/service management and applicable law compliance.
- c. The schedule addresses all knowledgeable phases of the project/service, in accordance with the general requirements of this RFP.

6. Proximity to Area (Non-weighted)

- | | |
|--|-----------|
| a. Within Richmond County | 50 points |
| b. Within CSRA | 30 points |
| c. Within Georgia | 20 points |
| d. Within SE United States (includes AL, TN, NC, SC, FL) | 10 points |
| e. All Others | 5 points |

7. Presentation by Team (10 points) (Optional)

- a. Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

8. Q&A Response to Panel Questions (5 points) (Optional)

- a. Proposer provides responses to various interview panel questions.

9. Cost/Fee Proposal (Non-weighted) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP

- | | |
|---------------|----|
| a. Lowest Fee | 50 |
| b. Second | 30 |
| c. Third | 20 |
| d. Fourth | 10 |
| a. Fifth | 5 |

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

No.	Phase 1 Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response - Package submitted by the deadline - Package is complete (includes requested information as required per this solicitation) - Attachment B is complete, signed and notarized	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		15	
3	Organization & Approach		10	
4	Scope of Services: a. Detailed Scope of Services to be Provided i. Proposed scope of services is appropriate for all phases of the work. ii. Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. b. Project Deliverables iii. Deliverables are appropriate to schedule and scope set forth in above requirements. iv. Describe Project construction execution and sequence c. Cost Control and Budgeting Methodology v. Proposer has a system or process for managing cost and budget. vi. Evidence of successful budget management for a similar project/service.		25	
5	Schedule of Work		15	
6	Proximity to Area		Non-Weighted	
No.	Phase 2 (Optional Numbers 8 and 9)	Rating (0-5)	Weight	Score (Rating * Weight)
8	Presentation by Team		10	
9	Q&A Response to Panel Questions		5	
10	Cost/Fee Proposal Consideration		Non-Weighted	
Total:				

COMMENTS: Bid Proposal/ Fee Proposal should be enclosed in a separate sealed envelope.

SELECTION PROCESS

SELECTION PROCESS: A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal. While cost is not the driving factor, the committee will also review qualifications and past performance.

Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organize recommended firm and contract will be presented to the Augusta Commission for final approval.

Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner. **The Department intent is to select one (1) companies for contracts.**

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

Phase Two Criteria (if deemed necessary)

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Any or all of the firm(s) may be requested to expand on their response and/or make a formal presentation. **When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional fee information and to request a "Best and Final" offer.**

FEE PROPOSAL FORM

Minority and Woman Owned Business Enterprise Program (M/WBE) Goal Waiver

The Minority and Woman Owned Business Enterprise Program (M/WBE) provides for goals to be set for Minorities and Women on all applicable Augusta, Georgia procurements over \$300,000 in value.

After careful review of the specific work categories available on this procurement and a review of the MBE and WBE firms available to perform a CUF on this procurement, the Goal Setting Committee has determined that neither a MBE nor WBE goal could be placed on this procurement. **As such, the M/WBE Waiver applies** and therefore, the M/WBE goal for this procurement is:

0 %

As a result of the M/WBE Goal on this procurement being ZERO, no M/WBE goal documents are required as a part of the procurement process. However, even when a solicitation does not contain a M/WBE goal (or the goal is set at zero), each Bidder must negotiate in good faith with each minority and woman owned business that responds to the Bidder's solicitation and each minority and woman owned business that contacts the Bidder on its own accord. All successful bidders are required to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its M/WBE Program.

NO RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFP #Item #26-272	Deans Bridge Road MSW Landfill Phase III, Stage II South Cell 2 - Phase 1	Due: Thursday, August 6, 2026 at 2:00pm
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To: **Augusta, Georgia - Procurement Department**

This is to certify that _____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

- ☐ Unavailability of required resources
 - ☐ Prior commitments
 - ☐ Inadequate anticipated funding Level
 - ☐ Project Duration
 - ☐ Potential conflict of interest
 - ☐ Duplication of ongoing effort
 - ☐ Other (please explain)
-
-

Authorized Representative:

Name:

Title:

Signature:

Date: ____/ ____/ 20____



AUGUSTA ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

RFP #26-272

DEANS BRIDGE ROAD

MSW LANDFILL – PHASE III

Stage II South Cell 2 –Phase 1 Construction

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RFP #26-272

**DEANS BRIDGE ROAD
MSW LANDFILL
Phase III, Stage II South Cell 2- Phase 1
Construction**

REQUEST FOR PROPOSAL

2026

**POC: Hameed Malik, Ph.D., PE, Director
ENGINEERING & ENVIR. SVCS. DEPARTMENT
CITY OF AUGUSTA, AUGUSTA, GA**

SECTION 1: INSTRUCTION TO BIDDERS

INSTRUCTION TO PROPOSERS

IB-01 GENERAL

All proposals must be presented in a sealed envelope, addressed to the Owner. The proposal must be filed with the Owner on or before the time stated in the invitation for bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn after bid closing and for a period of sixty (60) days after bids have been awarded, pending the execution of contract with the successful bidder.

The contractor team must have at a minimum five years of very recent similar Landfill new cell construction and cell closure experience with demonstrated resources, including back up resources. In addition, the contractor team must have ability to work in Georgia State.

IB-02 EXAMINATION OF WORK

A Mandatory Pre-Bid conference will be held on **Monday, July 20, 2026, at 2:00pm** in the Hicks Conference Room located at 452 Walker Street and virtually via Teams; Meeting ID: 248 577 005 070 197; Passcode: AD23bQ9i. For the optional site-visit please contact Ms. June Hamal in advance at jhamal@augusaga.gov

Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the 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 or the cost thereof under the contract. No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.

IB-03 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of plans, specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation must be submitted to the Procurement Department via email to procbidandcontract@augustaga.gov on or before Thursday, July 23, 2026. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to the Augusta, GA. The Purchasing Director shall send by certified mail with return receipt requested to all prospective proposers (at the respective addresses furnished for such purposes),

no later than **five (5) days** prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

IB-04 PREPARATION OF BIDS/PROPOSALS

Bids/Proposal shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid/proposal forms should be initialed by the person signing the bid/proposal.

Bidders must quote on all items appearing on the bid/proposal forms, unless specific directions in the advertisement, on the bid/proposal form, or in the special specifications allow for partial bids/proposal. Failure to quote on all items may disqualify the bid/proposal. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids/proposal will not be considered unless specifically called for.

Telegraphic bids/proposals will not be considered. Modifications to bids/proposals already submitted will be allowed if submitted by telegraph prior to the time fixed in the Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids/proposals.

Bids/proposals by wholly owned proprietorships or partnerships will be signed by all owners. Bids/proposals of corporations will be signed by an officer of the firm and his signature attested by the secretary thereof who will affix the corporate seal to the bid/proposal.

IB-05 BASIS OF AWARD

The bids/proposal will be compared on the basis of evaluation criteria included in "Request for Proposal" section of this RFP. Unit prices, as extended, which will include and cover the furnishing of all material and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying contract, and in the manner set forth and described in the specifications.

Where estimated, quantities are included in certain items of the proposal, they are for the purpose of comparing bids/proposals. While they are believed to be close approximations, they are not guaranteed. It is the responsibility of the Contractor to check all items of requested services. In case of error in extension of prices in a proposal, unit bid prices shall govern.

Payment to CONTRACTOR will be made only for actual quantities of Work performed or services furnished in accordance with Contract and it is understood that quantities may be increased or decreased.

IB-06**PERFORMANCE and PAYMENT BOND**

At the time of entering into the contract, the Contractor shall give bond to the owner for the use of the owner and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of such contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill and terms, for saving the owner harmless from all cost and charges that may accrue on account of the owner performing the work specified, and for compliance with the laws pertaining thereto.

Performance & Payment Bonds are required for this contract. When performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Such bonds shall stay active for entire duration of this contract. Performance and payment bonds shall be issued by a solvent corporate surety authorized to do business in the State of Georgia, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

A performance bond will be provided to Augusta at the time of the execution of this Contract, the Contractor shall provide Augusta with a surety bond from a company rated A+ or better by Best's Rating Service in an amount equal to equal to the awarded contract amount.

A payment bond will be provided to Augusta at the time of the execution of this Contract, the Contractor shall provide Augusta with a surety bond from a company rated A+ or better by Best's Rating Service in an amount equal to equal to the awarded contract amount.

IB-07**REJECTION OF BIDS/PROPOSALS**

These proposals are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however to waive any informalities in bidding, to reject any and all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.

Bid/Proposal may be rejected if any of the Unit Prices are obviously unbalanced. The Owner will decide whether any Unit Prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the Engineering & Environmental Services department director, particularly if these unbalanced amounts are substantial and contrary to the interest of the Owner.

Bid/proposal may be rejected as irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids, erasures or changes not initialed, or other irregularities.

SECTION 2: GEORGIA PROMPT PAY ACT

Augusta Engineering and Environmental Services Department

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.

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.

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

NOTICE

All references in this document, which includes all papers, writings, drawings, plans or photographs to be used in connection with this document, to "Richmond County Board of Commissioners" shall be deemed to mean "Augusta Richmond County Commission-Council and all references to "Chairman" shall be deemed to mean "Mayor".

DISPOSALS

All material collected under this contract shall be disposed of Augusta Deans Bridge Road Solid Waste Facility or another designated facility/location solely determined by Augusta, Georgia.

SECTION 3: FEE PROPOSAL (submit in a separate sealed envelope)

Date: _____

Gentlemen:

In compliance with your invitation for bids/RFP dated _____, 2026, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the construction of new cell per requirements specified under this RFP including Technical Specification & Construction Design Plans, and appurtenances referred to herein as:

**RFP 26-272 Augusta Deans Bridge Road MSW Landfill
Phase III, Stage II South Cell 2 – Phase1 Construction**

In strict accordance with the Request for Proposal, Contract Documents & relevant documents, and in consideration of the amounts shown on the Fee Schedule attached hereto:

_____ **DOLLARS**
(\$ _____) **

**** Billed Amount will be based on actual quantities served.**

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

The undersigned hereby agrees that, if awarded the contract, he/she will commence the work at the contract effective date that is listed in the executed contract document, and that he/she will complete all work per schedule included in this RFP associated executed contract document.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

Addendum Date:

Respectfully submitted:

(Name of the Firm)

(Business Address)

By: _____

Title: _____

SECTION 4 Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 26-272 DBR MSW Landfill, Phase III, Stage II Cell 2 –Phase 1 Construction

4.1 EXHIBIT A - FEE SCHEDULE

See attached Fee Schedule Exhibit

Bid Proposal Form
Deans Bridge Road Landfill, Augusta
Phase III, Stage II South Cell 2 - Phase 1 Construction

The following prices are hereby given by the Bidder for each Item herein below delineated to be used for the dual purpose of:

a) arriving at an estimated total Bid Price; and

b) establishing price factors to be utilized in adjustments to the estimated total price resulting from change orders issued in accordance with these Contract Documents. Said total price being the OWNER'S guide to the qualified low Bidder. An incomplete Bid Form shall be considered non-responsive.

Item No.	Description	Unit	Estimated Quantity	Unit Price (\$)	Amount (\$)
001	Mobilization/Demobilization	LS	1		\$ -
002	Project Survey	LS	1		\$ -
003	Erosion and Sediment Control including all BMPs noted/shown on ES&PC drawings	LS	1		\$ -
004	Subgrade - Cut	CY	225,000		\$ -
005	Subgrade - Fill (Stockpile adjacent to construction area)	CY	3,500		\$ -
006	24-inches Minimum Compacted Clay Liner (On-Site Material)	CY	25,900		\$ -
007	Protective Cover/Drainage Sand Layer, 24-inches Minimum Thickness (On-Site Material, 1x10 ⁻² cm/sec, less than 1/4")	CY	25,900		\$ -
	(On-site material may need to be screened to meet the project specifications)				
008	6-inch HDPE Leachate Collection System	LF	1,240		\$ -
009	Geosynthetic Clay Liner	SF	348,700		\$ -
010	60 mil Textured HDPE Geomembrane Liner	SF	348,700		\$ -
011	Removal of Existing Berm (60-mil Rain Flap, Waste Removal, etc.) at Cell 1B and Cell 3A	LF	1,240		\$ -
012	East Stage Separation Berm Construction (including liner edge markers)	LF	370		\$ -
013	Temp. Stormwater Berm at Leachate Pipe Termination Construction (South Berm) (including liner edge markers)	LF	870		\$ -
014	12-mil Rain Tarp With UV Resistant Sandbags	SF	348,700		\$ -
015	Tie-In to Existing Liner	LF	1,240		\$ -
016	Investigate Existing Under Drains (per location TBD)	EA	10		\$ -
017	Underdrain	LF	500		\$ -
SUBTOTAL BASE BID PRICE (Total of Items 001 Thru 017)					\$ -
Optional/Alternate Bid Items					
018	All-Weather Access Road	SY	550		\$ -
007A	Alternate Protective Cover, 24-inches Minimum Thickness, (On-Site Material, less than 3/4")	CY	25,900		\$ -
007B	Alternate Protective Cover, Double-Sided Drainage Geocomposite (6-oz non-woven geotextile)	SF	348,700		\$ -
SUBTOTAL OPTIONAL/ALTERNATE BID PRICE					\$ -
Force Account					\$5,000,000.00
TOTAL BID PRICE (BASE BID plus OPTIONAL/ALTERNATE BID plus Contingency)					\$ 5,000,000.00
TOTAL BID PRICE written in words: _____					
Company Name: _____ Authorized Signature (Printed Name): _____ Authorized Signature: _____ Date: _____					

SECTION 4: AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 2026 by and between
the

AUGUSTA, GEORGIA

party of the first part, hereinafter called the **OWNER**, and

party of the second part, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter names, agree as follows:

ARTICLE I – SCOPE OF THE WORK:

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work as described in the RFP Document and associated Technical Specifications, Construction Design Plans, Exhibits, and other relevant documents for the services contract entitled:

**RFP 26-272 Augusta Deans Bridge Road MSW Landfill
Phase III, Stage II South Cell 2 – Phase1 Construction**

and in accordance with the requirements and provisions of the Contract as defined in the RFP & associated Contract documents, hereto attached, which are hereby made a part of this agreement. Any contract specific notes will supersede the concurrent notes on General condition.

ARTICLE II – TIME OF SERVICE COMPLETION –DAMAGES:

The Services shall be provided perm terms of this RFP and Associated contract and other documents included as part of this agreement. If the Contractor fails to provide collection of a Request for Service by the times specified in the contract, the Contractor shall pay the County Damages as specified in the Contract.

ARTICLE III – PAYMENT:

The owner shall pay to the Contractor for the performance of the contract the amount as stated in the Proposal, Schedule of Items and the Contract. No variations shall be made in the amount except as set forth in the contract attached hereto.

(a) Progress Payment

Augusta, Georgia will pay the contractor per methods and terms specified in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

AUGUSTA, GEORGIA
(Owner)

By: _____
Garnett L. Johnson., Mayor

SEAL

Attest to Clerk of Commission

Witness

CONTRACTOR: _____

By: _____

Title: _____ SEAL

Address: _____ Attest

Secretary

Witness

SECTION 6: GENERAL CONDITIONS

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.
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 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.
2. The contractor shall prepare an overall Time-Logic Schedule that includes all major construction activities. 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 of all activities associated with the closure of Phase IIC
 - c. The Project Critical Path including any lead, lag times and float times
 - d. Activity DurationsThe 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.

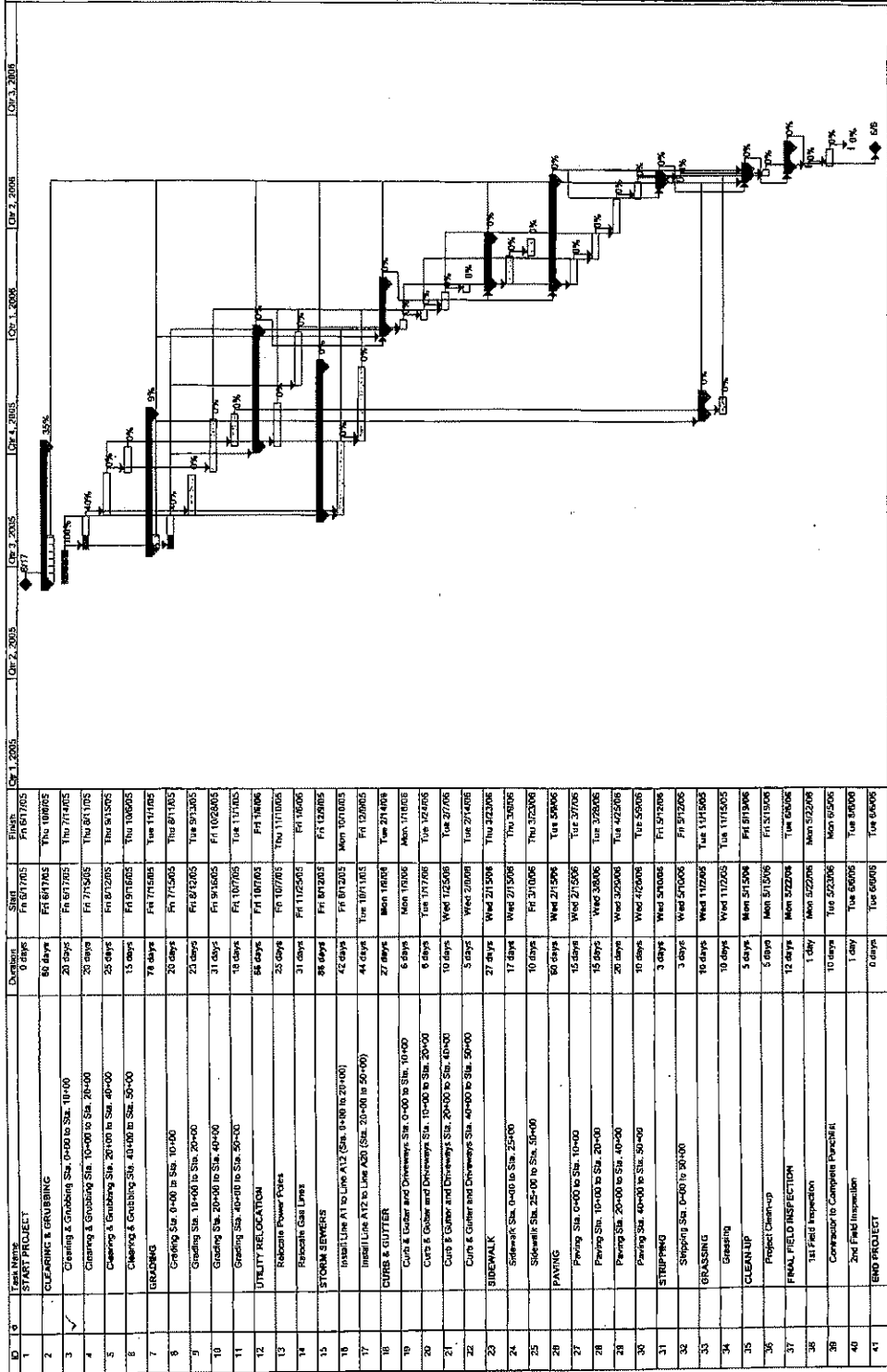
Within seven (7) days after the Preconstruction meeting, the Contractor shall provide a revised schedule with all issues and concerns addressed to Augusta Engineering Department. The revised Time-Logic Schedule shall be color coded with respect to responsibility and shall be presented on D size paper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

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.

XYZ ROAD IMPROVEMENT PROJECT



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:

1. All construction layout and associated surveying 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 use, 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 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. 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.
2. This project is based on, and shall be constructed in accordance with Federal & state applicable rules & regulations and this project provided technical specifications and construction plans. 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:

1. 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:

1. 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, product data and samples as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings, product data and samples. The Engineer's approval of any shop drawings shall not release the Contractor from responsibility for deviations from the Contract 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, product data and or samples 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, product data submission 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 to adequate inspection and testing in accordance with generally accepted standards.
2. The contractor shall provide, at his expense, the necessary testing services required by the Contract Documents, unless otherwise provided or specified in construction plans. The contractor 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 owner will provide QA/QC inspection services. 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 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:

1. 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 **Georgia DOT** Specifications.

GC-16. SUBSTITUTIONS:

1. 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 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-17. PATENTS:

1. 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-18. 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).
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-19. 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 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-20. FINISHING AND DRESSING:

1. 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-21. GRADES:

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

GC-22. MISCELLANEOUS DRAINAGE STRUCTURES:

1. 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-23. 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.

GC-24. CASINGS:

1. 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-25. 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-26. PRECAST CONCRETE UNITS:

1. 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-27. REMOVING AND RESETTING OF OBSTRUCTIONS:

1. 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-28. SAW CUTS:

1. When matching existing conditions, saw cuts shall be used as required by **Augusta**. 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-29. SOD:

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

GC-30. STORM DRAIN PIPE:

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

GC-31. SUB-CONTRACTORS:

1. 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-32. SUPERVISION BY CONTRACTOR:

1. 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-33. 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-34. 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-35. 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.
 - 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-36. 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-37. 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:
 - 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-38.**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 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 terminated 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.
6. 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 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.
7. 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.
8. 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
9. 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-39. PAYMENTS TO THE CONTRACTOR:

1. 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 retained 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 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 shall release half of the "5 percent retained" after six (6) months into required warranty period of 18 month warranty period. 50 percent of the remaining retained amount shall be released after completion of warranty period provided no defects observed in originally accepted work. The remaining retained balance shall be released at successful completion of the required warranty period as certified by the Engineer. All payment requests shall be approved by the Engineer prior to forwarding to the Owner. The owner might consider releasing part of remaining 50% of retainage earlier than end of warranty period.

GC-40. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

1. 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-41. 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 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 \$200,000 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-42. CONTRACT SECURITY:

1. 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-43. ASSIGNMENTS:

1. 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-44. 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 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-45. 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-46. 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-47. 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.
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-48. 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, unless longer periods are specified elsewhere within the specific material specifications. 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-49. TAXES:

1. 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-50. WORK ADJACENT TO RAILWAY OR OTHER PROPERTY:

1. 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-51. ORDER AND DISCIPLINE:

1. 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, 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-52. 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-53. 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.

GC-54. 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-55. CONTRACTOR NOT TO HIRE EMPLOYEES OF THE OWNER:

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

GC-56. 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. A pdf set of drawings will be provided upon request. The contractor is responsible for printing drawings to the correct scale.
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-57. 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-58. 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-59. ESTIMATE OF QUANTITIES:

1. 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 Proposals 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-60. 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-61. CONTRACTOR'S BREAKDOWN OF LUMP SUM PAYMENT ITEMS:

1. 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-62. PRIOR USE BY OWNER:

1. 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-63. CLEANING UP:

1. 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-64. SALVAGE MATERIALS/EXCESS MATERIALS:

1. 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-65. 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 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-66. 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-67. 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-68. MAINTENANCE OF ACCESS:

1. 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-69. 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 non-compliance and pay penalty imposed on the project due to non-compliance to NPES permit and other permits.
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-70. 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 made for this work. Public utilities of this nature except Augusta Utilities and Augusta Traffic Engineering will be handled by the utility owner.

GC-71. UTILITY ACCOMMODATION POLICY:

1. 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-72. BYPASSING SEWAGE:

1. 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-73. SAFETY AND HEALTH REGULATIONS:

1. 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-74. WARRANTY:

1. 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-75. PRECONSTRUCTION CONFERENCE:

1. 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-76. 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 Contractor 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 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-77 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-78. 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-79. PROTECTION OF THE ENVIRONMENT:

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.

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-80. 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-81. 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-82. 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-83. 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-84. DISPUTES:

The law of the State of Georgia shall govern the Contract between Owner and Contactor 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-85. 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-86. 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-87. 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-88. 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 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-89. 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-90. 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. Refer to the plans and technical specifications for additional requirements.

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

GC-91. 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.

AUGUSTA SPECIAL PROVISIONS

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov . In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov . If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821- 2406. 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.

GEORGIA PROMPT PAY ACT:

This Agreement/Contract 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.

SUSPENSION OF THE WORK, TERMINATION AND DELAY

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 under this Contract. Augusta, Georgia will not be held liable for compensation to the Contractor for an extension of contract time or increase in contract price, or both, directly attributable to this action of Augusta, Georgia.

CONTRACT TERMINATION:

The Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Contractor. The Contractor shall be paid for any validated services under this Contract up to the time of termination.

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.

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 Augusta Board of Commissioners. 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 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 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.

EMPLOYMENT OF COUNTY'S PERSONNEL

The Augusta, Georgia has incurred considerable expense for advertising, recruiting, evaluating, training and retaining its employees. As such, the Contractor hereby agrees that it will not directly or indirectly, solicit or hire any employee of the Augusta, Georgia, or induce any employee to terminate his employment with the Augusta, Georgia during the terms of this agreement/Contract term. The Contractor may not hire, employ, or allow a Augusta, Georgia employee to provide services without the prior consent of the Augusta, Georgia, except as provided herein.