



CITY OF MILLEDGEVILLE, GEORGIA

**CONTRACT DOCUMENTS**

**BID# 17-0007**

**Franklin Street Landscaping Improvements  
GATEway Grant Project**

**October 2016**

**CONTRACT DOCUMENTS**

**FOR**

**BID# 17-0007**

**FRANKLIN STREET LANDSCAPING IMPROVEMENTS**

**GATEway Grant Project  
City of Milledgeville**

October 2016

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**I**

**ADVERTISEMENT FOR BIDS**

**BID# 17-0007**

**Franklin Street Landscaping Improvements  
GATEway Grant Project**

Sealed bids for planting of landscape improvements on DOT right-of-way will be received at City Hall in Milledgeville until 3:00 PM legal prevailing time on Thursday, December 1, 2016 at which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials and equipment and performing all labor necessary to prepare planting sites and install assorted trees and landscaping on Franklin Street, SR243, between Wilkinson Street and Clarke Street. The work is being funded under a Georgia Department of Transportation GATEway grant and will be awarded in one contract.

Plans, specifications and contract documents will be on file at the procurement office, 127 E. Hancock St, Milledgeville, Georgia and may be obtained upon deposit of twenty-five dollars (\$25.00) per set (non-refundable) or downloaded from the City of Milledgeville website: [www.milledgevillega.us](http://www.milledgevillega.us). Bidders downloading contract documents assume responsibility for downloading all addenda published on City of Milledgeville website prior to submittal of Bids.

Owner's Right: The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the lowest responsible and responsive bidder exceeds the funds budgeted for the project, the city may negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. The City of Milledgeville reserves the right to waive minor irregularities.

The City of Milledgeville shall have the right to reject any and all bids and re-advertise for other bids when the bids submitted are not, in its judgment, satisfactory.

City of Milledgeville, Georgia  
Jacque Huley, CPPB  
Procurement Coordinator

## II

### INSTRUCTIONS TO BIDDERS

#### 1.1 INTRODUCTION

In responding to this solicitation, it is important that all bidders follow the prescribed format so that each bid can receive fair and objective treatment in the City's review and evaluation process.

#### 1.2 **Schedule of Events**

This Invitation for Bid will be governed by the following schedule:

<u>EVENT</u>	<u>DATE</u>
Release of Bid	Friday, November 4, 2016
Deadline for written questions	Monday, November 21, 2016
Answers to written questions	Wednesday, November 23, 2016
Proposals due	Thursday, December 1, 2016 at 3:00 PM

#### 1.3 **Restriction on Communications with Staff**

All questions about this bid must be in writing and include company name and citation of relevant section of the bid. Please direct questions to the Procurement Coordinator:

Address:       Jacque Huley , CPPB  
                  Procurement Coordinator  
                  City of Milledgeville  
                  P. O. Box 1900, Milledgeville, GA 31059  
                  127 E. Hancock Street, Milledgeville, GA 31061

E-mail:         jhuley@milledgevillega.us

Fax:             478.414.4418

No questions other than written will be accepted. No response other than written will be binding upon the City of Milledgeville. Questions will be combined into one list of questions and responses and will be sent to all bidders who have received the bid document.

## **2.0 BID PREPARATION INSTRUCTIONS**

### **2.1 Experience**

Submit with Proposal Form a complete resume of experience and qualifications, indicating years of the company's established existence and stating references, related jobs, and their completed dollar value. Client reference information will include following information:

- Dates of service
- Name of client contact person
- Title of client contact person
- Phone number of client contact person

The bidder will also disclose any services terminated by client(s) and reason(s) for termination.

Failure to provide this information will disqualify the bid submission.

### **2.2 Packaging of Bid**

Bid Submissions must be in a sealed package containing three (3) hard copies. The sealed package must be labeled as follows:

**(Vendor Name)**  
**BID #17-0007**  
**Franklin Street Landscaping Project**

Bid submission must consist of the following documents:

- Completed and signed bid form (Section III of bid package)
- Description of bidder qualifications and experience
- Client references

### **2.3 Submission of Bid**

Original and two (2) copies of the bid response must be delivered no later than **3:00 P.M. on Thursday, December 1, 2016**. Proposals must be submitted to:

**City of Milledgeville**  
**127 E. Hancock Street**  
**Procurement Office**  
**Milledgeville, GA 31061**  
**Attention: Mrs. Jacque Huley, CPPB, Procurement Coordinator**

**Any proposal received after the due date and time will not be evaluated.**

## **2.4 Rejection of Bid/Cancellation of Bid**

The City of Milledgeville reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject bids that do not contain all elements and information requested in this document. The City reserves the right to cancel this bid at any time.

## **3.0 TERMS AND CONDITIONS**

### **3.1 Bid Amendments**

The City of Milledgeville reserves the right to amend this bid prior to the proposal due date. All amendments and additional information will be sent to all contractors who have received the bid document.

### **3.2 Bid Withdrawal**

A submitted proposal may be withdrawn prior to the due date by a written request to the Procurement Coordinator. A request to withdraw a proposal must be signed by an authorized individual.

### **3.3 Bid Costs**

The cost for developing the bid or the submission of the bid is the sole responsibility of the bidder. The City of Milledgeville will not provide reimbursement for such costs.

### **3.4 Responsibilities of Prime Contractor**

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for services offered in the proposal whether or not the company is the manufacturer, producer, value added reseller, author, or supplier of the items or services. The City of Milledgeville will consider the successful bidder to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.

Prior to final selection, bidders may be required to submit additional information that the City of Milledgeville may deem necessary to determine the bidder's qualifications.

### **3.5 Firm Price**

Prices offered by the bidder will be firm and not subject to increase during the term of any contractual agreement arising between the City of Milledgeville and the successful bidder as a result of this bid.

### **3.6 Execution of Contract**

Upon the acceptance of a bid response, a contract will be prepared for execution. Only after contract has been signed by the mayor and counterparty can services begin. In the event that the successful bidder fails, neglects or refuses to execute the contract within ten (10) days after the mailing of said contract, the City of Milledgeville may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect. Incorporated by reference into the contract which is to be entered into by the City of Milledgeville and the successful bidder will be all of the information presented in or with this bid and the bidder's response thereto, and all written communications between the City of Milledgeville, its agents, and the successful bidder whose bid response is accepted.

### **3.7 Statement of Time**

Time, when stated as a number of days, shall include Saturdays, Sundays, and legal holidays.

### **3.8 Conflict of Interest**

If a bidder has any existing client relationship that involves the City of Milledgeville, the bidder must disclose each relationship.

### **3.9 Location and Site:**

The site of the proposed work is in Milledgeville, Georgia at locations shown on plans.

### **3.10 Correlation and Intent of Documents:**

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

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

The drawings are intended to conform and agree with the specifications; if however, discrepancies occur, the Public Works Director will decide which shall govern.

### **3.11 Interpretations:**

Requests for interpretations of drawings and specifications must be made to the Purchasing Coordinator not later than November 21, 2016. Any interpretations made to bidders will be issued in the form of Addenda to the Specifications and sent to all bidders.

### **3.12 Rejection of Irregular Bids:**

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

### **3.13 Insurance, Proof of Carriage:**

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

### **3.14 Bidders Notice:**

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

**III**

**PROPOSAL**

**City of Milledgeville  
Franklin Street Landscaping Improvements  
GATEway Grant Program**

Place: Procurement Office, 127 E. Hancock St  
Milledgeville Georgia

Date: December 1, 2016

Time: 3:00 pm

Proposal of \_\_\_\_\_ (hereinafter called "Bidder")  
a corporation, partnership or individual business organized and existing under the laws of the  
State of \_\_\_\_\_

To: Mayor and Aldermen  
City of Milledgeville, Georgia  
119 E. Hancock Street  
Milledgeville, Georgia 31061 (hereinafter called OWNER)

Mayor and Aldermen,

The bidder, in compliance with your invitation for Bids for the City of Milledgeville, Franklin Street Landscaping Project, and having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expense incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

The bidder agrees to commence work under this contract on or before a date to be specified in a written "Notice-to-Proceed" of the Owner and to fully complete the work within 90 consecutive calendar days thereafter as stipulated in the specifications.

Bidder assumes responsibility to download all addenda published on the City of Milledgeville website prior to submittal of his Bid and accepts that failure to acknowledge receipt of each and every addendum individually as grounds for finding the Bid non-responsive. Bidder hereby acknowledges receipt of the following addenda:

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

The unit and lump sum prices shown shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.

The bidder understands that the Owners reserve the right to reject any or all bids and to waive any informalities in the bidding.

The bidder understands the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

The bidder understands that the Owner reserves the right to reduce this project by as much as 25% through the reduction of line item quantities. This option may be exercised to bring project cost within the Owner's budget.

The bidder hereby agrees to commence work under this contract with adequate forces and equipment, on a date to be specified in a written work order of the Engineer, and to fully complete the work within 90 consecutive calendar days from and including said date.

\_\_\_\_\_  
Bidder

Seal (if bid is by Corp)

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Right-of-Way Bid Items

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	6	EA	8-10' AMERICAN HOLLY	\$ _____	\$ _____
2	8	EA	8-10' CRAPE MYRTLE	\$ _____	\$ _____
3	6	EA	8-10' EASTERN RED CEDAR	\$ _____	\$ _____
4	3	EA	2.5" CAL. RED MAPLE	\$ _____	\$ _____
5	4	EA	8-10' REDBUD	\$ _____	\$ _____
6	25	EA	3 GAL AUTUMN MOONLIGHT AZALEA	\$ _____	\$ _____
7	100	EA	3 GAL DWARF SPREADING YEW	\$ _____	\$ _____
8	33	EA	3 GAL EMERALD SNOW LOROPETALUM	\$ _____	\$ _____
9	49	EA	3 GAL GULFSTREAM NANDINA	\$ _____	\$ _____
10	28	EA	3 GAL HYDRANGEA QUERCIFOUA 'SNOWFLAKE'	\$ _____	\$ _____
11	7	EA	3 GAL INK BERRY HOLLY	\$ _____	\$ _____
12	25	EA	3 GAL KNOCKOUT ROSE	\$ _____	\$ _____
13	16	EA	3 GAL LOROPETALUM CHINENSE 'BLUSH'	\$ _____	\$ _____
14	63	EA	3 GAL ROSE CREEK ABELIA	\$ _____	\$ _____
15	798	EA	1 GAL LIRIOPE MUSCARI 'BIG BLUE'	\$ _____	\$ _____
16	56	EA	1 GAL MUHLEY GRASS	\$ _____	\$ _____
17	152	EA	1 GAL LIRIOPE MUSCARI 'VARIEGATA'	\$ _____	\$ _____
18	21,880	SF	CENTIPEDE SOD	\$ _____	\$ _____

A. Right-of-Way Sub-Total

\$ \_\_\_\_\_

Off-Right-of-Way Bid Items

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
19	2	EA	8-10' REDBUD	\$ _____	\$ _____
20	27	EA	3 GAL AUTUMN MOONLIGHT AZALEA	\$ _____	\$ _____
21	7	EA	3 GAL CHERRY LAUREL	\$ _____	\$ _____
22	19	EA	3 GAL DWARF SPREADING YEW	\$ _____	\$ _____
23	5	EA	3 GAL EMERALD SNOW LOROPETALUM	\$ _____	\$ _____
24	8	EA	3 GAL HYDRANGEA QUERCIFOUA 'SNOWFLAKE'	\$ _____	\$ _____
25	10	EA	3 GAL INK BERRY HOLLY	\$ _____	\$ _____
26	7	EA	3 GAL LOROPETALUM CHINENSE 'BLUSH'	\$ _____	\$ _____
27	120	EA	1 GAL LIRIOPE MUSCARI 'BIG BLUE'	\$ _____	\$ _____
28	28	EA	1 GAL LIRIOPE MUSCARI 'VARIEGATA'	\$ _____	\$ _____
29	800	SF	CENTIPEDE SOD	\$ _____	\$ _____

B. Off-Right-of-Way Sub-Total \$ \_\_\_\_\_

Common Bid Items

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
30	1	LS	SITE PREPARATION & SOIL AMENDMENTS*	\$ _____	\$ _____
31	1	LS	1 YEAR MAINTENANCE OF LANDSCAPE & GRASS*	\$ _____	\$ _____

C. Common Bid Item Sub-Total \$ \_\_\_\_\_

\* Note: Items 30 & 31 shall be priced for entire project (On + Off Right-of-Way bid items together.)

TOTAL BID PROPOSAL (A+B+C) \$ \_\_\_\_\_

**IV**

**CONTRACT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **City of Milledgeville Georgia** (Party of the First Part, hereinafter called the Owner) and \_\_\_\_\_ (Party of the Second Part, hereinafter called the Contractor) for the “Franklin Street Landscaping Project” in Milledgeville Georgia (hereinafter called the Project).

**WITNESSETH:** That the said Contractor has agreed, and by these presents does agree with the said Owner, for consideration herein mentioned in this Bid, to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in good, firm, substantial and workmanlike manner the work specified, in strict conformity with the drawings, specifications, hereinafter set forth, which drawings and specifications, together with the foregoing Bid made by the Contractor are hereby incorporated into and made a part of this Agreement. The work covered by this agreement includes all work shown on plans and specifications.

**THE CONTRACTOR** shall commence the work with adequate force and equipment on a date to be specified in a written order of the Public Works Director and shall complete the work to the satisfaction of the Owner within **90** consecutive calendar days from and including said date.

**THE OWNER** shall pay and Contractor shall receive the prices stipulated in the Bid as full compensation for everything furnished and done by Contractor under this contract, the full sum of \_\_\_\_\_ (\$ \_\_\_\_\_), based on the quantities shown in the Bid, which sum shall be paid monthly in percentage of work completed, less retainage as applicable.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement in quadruplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTESTED:

\_\_\_\_\_

BY \_\_\_\_\_

(Owner)

City of Milledgeville, Georgia

ATTESTED:

\_\_\_\_\_

\_\_\_\_\_

(Contractor)

Executed in Quadruplicate  
\_\_\_\_ of 4

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Milledgeville has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Franklin Street Landscaping Improvements, Gateway Grant Project  
Name of Project

City of Milledgeville  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 2016, in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

## VI

### GENERAL PROVISIONS

#### 1. GENERAL NOTES:

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

#### 2. ACQUAINTANCE WITH CONDITIONS:

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

#### 3. DEFINITIONS

Contract Documents: Consist of the Invitation for Bids, Instructions to Bidders, Bid, Contract, General Provisions, Special Provisions, Specifications and the Drawings, including all changes incorporated therein before their execution. These form the contract.

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

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

Subcontractor: Includes only those having a direct contract with the contractor; it includes one who furnishes materials worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

Work at the Site of Project: Work to be performed including work normally done at the location of the project. "The Work" as employed herein means all work to be accomplished by the contractor or his subcontractor under the terms of this contract or as specified by the Engineer.

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

Engineer: The Project Engineer and his office that will make the final decision on design and construction. Public Works Director shall be Project Engineer unless otherwise designated.

Public Works Director: Refers to City of Milledgeville Public Works Director, his assistants and inspectors.

Landscape Architect: The individual or entity having a contract with the Engineer to furnish services as Engineer's independent professional associate or consultant with respect to the Project and who is identified as such in the construction documents.

City: Refers to Mayor and Aldermen of the City of Milledgeville and staff.

Contract Administrator: Refers to City of Milledgeville Procurement Coordinator, Engineer or their designee.

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

#### **4. STATUS AND DECISIONS OF ENGINEERS:**

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

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

#### **5. DRAWINGS AND SPECIFICATIONS:**

The specifications, the plans accompanying them, and other Contract Documents shall be supplementary to each other and any material, workmanship and/or service which may be in one but not called for in the others, shall be as binding as if indicated, called for or implied by all. The Contractor will understand that the work herein described shall be completed in every detail notwithstanding every item necessarily involved is not particularly mentioned and the Contractor shall be held to provide all labor and material necessary for the completion of the indicated work. Before starting the work of the contract, the Contractor shall report in writing to the Engineers any discrepancy that he may discover between the drawings and specifications. If the Contractor fails to call such discrepancy to the attention of the Engineers, the subsequent decisions of the Engineers as to which is correct shall be binding and final. Should any error and inconsistency appear in the drawings or specifications, the Contractor, before proceeding with the work, shall make mention of the same to the Engineer for proper adjustment and in no case shall he proceed with the work in uncertainty.

#### **6. SEQUENCE OF OPERATIONS:**

In order that all phases of work to be done under the whole project may be properly coordinated, the Contractor shall arrange the sequence of his work in accordance with the schedule adapted in the early stages of construction. The Engineer and Owner shall approve such work schedule.

**7. CONSTRUCTION DRAWINGS:** The Work shall conform to following construction drawings:

Franklin Street GATEway Project  
S.R. 243 – GDOT District 2  
For City of Milledgeville

<u>SHEET NO</u>	<u>SHEET NAME</u>
Cover	Cover
1 of 5	Existing Conditions Plan
2 of 5	Existing Conditions Plan
3 of 5	Landscape Plan
4 of 5	Landscape Plan
5 of 5	Site Photos

**8. WORK NOT SHOWN ON PLANS:**

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

**9. CONTRACTOR’S SUPERINTENDENT:**

The Contractor shall designate a competent general superintendent for the project.

**10. SUBCONTRACTOR:**

The Contractor shall, as soon as practicable after the execution of the contract, notify the Engineer in writing of the names of the Subcontractors proposed to be used on the various parts of the work.

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

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

**11. INSPECTORS:**

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

## **12. INSPECTION:**

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

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

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

## **13. MATERIAL AND WORKMANSHIP:**

Should any dispute arise as to the quality or fitness of any materials or workmanship, the decision shall rest with the Engineer. Unless otherwise specified, quality acceptance will be in accordance with Georgia Department of Transportation Special Provision Section 702 as applicable.

## **14. POSSESSION OF SITE AND RESPONSIBILITY:**

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

## **15. STORAGE OF APPARATUS AND MATERIALS:**

Should it become necessary at any time during the progress of the whole project to move materials which have been temporarily placed previous to their use in the construction, the Contractor shall when so directed by the Engineers or Inspector move them without additional cost to the Owner. No materials are to be stored on private property without permission from the property owner.

## **16. CLEANING DURING CONSTRUCTION AND AT COMPLETION OF WORK:**

The General Contractor shall keep the premises clean at all times and shall remove all rubbish as often as directed by the Engineers and Owners. If the Contractor does not at all times provide men to

attend to the cleaning up, on request, in a manner acceptable to the Engineer, the Engineers may employ such men direct and charge the cost of same to the account of the Contractor.

## **17. CHANGES IN THE WORK:**

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

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

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

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

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

## **18. OWNERS RIGHT TO DO WORK:**

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

**19. ASSIGNMENT:**

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

**20. RIGHT OF OWNER TO TERMINATE CONTRACT:**

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor of its intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Contractor. The Owner may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

**21. EXTENSION OF TIME:**

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

**22. TIME FOR COMPLETION:**

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.

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

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

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act

whatsoever, and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

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

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

### **23. LICENSE:**

The Contractor shall be required to have, during the life of the Contract, all current licenses issued by either the State of Georgia, the City of Milledgeville or Baldwin County as required for the work he will perform.

### **24. PERMITS:**

Existing special encroachment permit issued by Georgia Department of Transportation (GDOT) for work on GDOT rights-of-way shall govern work under this contract. Any other permits or easements, if needed, shall be obtained by the Contractor. The contractor shall abide by all rules, regulations, and requirements of the Owner of such property in regard to the construction under the contract including the giving of notices, provisions for inspection, and employment of such methods of construction as may be required. Whenever additional costs are incurred due to such requirements, all such costs shall be included in the prices bid. No additional compensation will be allowed for such costs after award of the contract. NPDES permitting is not required under this project; but, contractor shall employ best management practices as required to prevent escape of sediment from the site.

### **25. CONTRACTORS INSURANCE:**

Said project shall be constructed and maintained at the sole risk of the Contractor and the Contractor agrees, without regard to negligence on the part of the Owner to save the Owner, and to hold the Owner harmless from and against all claims, damages, expense and liability (whether or not such liability has been judicially determined) for loss of life, personal injury or damage to property,

resulting from or in any manner attributable to the construction, maintenance, use, operation or presence of the project, or to the presence of the equipment or employees of Contractor, on the Owner's property.

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

The Contractor shall submit certificates of insurance showing minimum coverage as follows:

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

**26. SOCIAL SECURITY AND SALES TAXES:**

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

**27. ACCEPTANCE:**

When the job is completed the Contractor shall notify the Engineer to this effect and shall request a final inspection. No work shall be accepted until the final inspection has been made and the job approved by the Engineer and Public Works Director. Within ten (10) days after the final inspection the Engineer shall inform the Contractor in writing of the acceptance or rejection of the job and if the job is accepted the maintenance and guarantee periods will begin from this date.

**28. MEASUREMENT AND PAYMENT:**

Measurement and payment shall be made for the units or lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items of work specifically listed in the proposal and the cost of other work must be included in the contract price for the applicable item to

which it relates unless the Owner and Engineer have approved "Extra Work" in accordance with the Contract Documents and have so advised the Contractor in writing.

In accordance with mutually agreed payment schedule, the Contractor shall submit a detailed estimate of the amount earned for the separate portions of the work, and request payment. The words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents.

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

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

- (1) The work is defective, or completed work has been damaged requiring correction or replacement;
- (2) Written claims have been made against Owner or Liens have been filed in connection with the work;
- (3) The Contract price has been reduced because of Change Orders; or
- (4) The Contractor's unsatisfactory prosecution of the work in accordance with the Contract Documents

The Owner will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. When the work is 50 percent complete, the Owner may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided that the Contractor is making satisfactory progress and there is no specific cause for a greater retainage. The Owner may reinstate the retainage up to 10 percent if the Owner determines, at his discretion, that the Contractor is not making satisfactory progress or where there is other specific cause for such withholding.

## XII

### SPECIAL PROVISIONS

Work Standards: All work shall be in accordance with plans and specifications. Where an ambiguity exists or where specification is omitted, applicable portion of Georgia Department of Transportation Special Provision Section 702--Vine, Shrub, and Tree Planting shall govern.

Traffic Control: If any work will impact state route traffic or require encroachment on the DOT travel-way, contractor shall coordinate in advance with the Engineer so appropriate traffic control can be arranged.

Use of Premises: The contractor shall confine his work, storage of materials, and the operation of his workmen to the limits developed by laws, ordinances, permits or directions of the Engineer. During project execution, reasonable quantities of city water will be made available upon request.

Delivery of Materials: The owner will not be responsible for delays in delivery of materials. No extra compensation will be allowed because of resulting expense. No materials are to be stored on private property without permission from the property owner.

Underground Utilities: Contractor is responsible for the location of all underground utilities prior to construction, and repair of any damage incurred during execution of the work.

Emergencies: Any emergency that causes injury or requires closing of the roadway must be promptly reported to the DOT Emergency Operations Center at 404-635-8000. Center is open 24 hours.

Tree Removals: All tree removals shown on plans will be performed by Owner.

Contractor Warranty and Maintenance: Project maintenance includes, but is not limited to, watering, cultivating, weeding, pruning, repairing, adjusting guys and stakes, and performing other work as ordered by the Engineer until final acceptance.

Line item 31 (1-year maintenance of landscape and grass) includes but is not limited to the following:

1. Pruning  
Prune dead or diseased limbs to provide for plant health and appearance as directed by the Engineer. Paint tree cuts, and wounds or scars with tree paint as specified.

2. Landscape Mulching  
Continuously maintain shrub and tree beds with a clean, freshly mulched appearance using the mulch originally specified. Apply a 2 in (50 mm) loose layer of specified mulch (top-dressing) on top of all areas, including tree pits, initially mulched, In August, during the plant establishment period.
3. Fertilizer  
Spring Application of Fertilizer shall be in accordance with Georgia Department of Transportation Special Provision Section 702 as applicable.
4. Applying Pesticides  
Inspect all planted or seeded vegetation for insects, grubs, mites, diseases, etc., once every two weeks. Apply insecticides, fungicides, and herbicides according to the manufacturer's recommendations to effectively control or eradicate the problem.
5. Watering  
Water new plantings with sufficient frequency to ensure they are maintained during establishment period.
6. Weed Control  
Perform weed control to prevent weeds from becoming established, setting seed, or from becoming visible in the planting beds. Completely remove all undesirable plants (weeds) by hand pulling. Removal of weeds may be accomplished using herbicides if approved by the Engineer. Apply an approved pre-emergent herbicide twice each year, once in the spring and once in the fall, throughout the contract. Eradicate all invasive exotic pest plants found within the project limits throughout the life of the project. Dispose off site on a daily basis all weed, exotic plants, clippings, litter, and debris generated.
7. Abnormal Conditions  
Periodically (once every two weeks) observe trees and shrubs for abnormal conditions such as insects, borers, web worms, red spiders, etc., and immediately treat.
8. Sucker Growth  
Remove sucker growth once a month. Sucker growth is the shoots that sprout out around the base of the tree trunk.
9. Staking and Guying  
Straighten leaning trees as directed by the Engineer. Follow Staking and Guying requirements for replacements or repairs as applicable. Remove all support guy wires, strapping and stakes from plants which have gone through one complete growing season.