CONTRACT DOCUMENTS AND SPECIFICATIONS

for

HALL RICHARDSON PAVING CONTRACT

for

Wayne County, Georgia

OCTOBER 2026
REVISED

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HALL RICHARDSON PAVING CONTRACT
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WAYNE COUNTY, GA

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SPECIFICATIONS

The following specifications are **included as part of the Contract Documents** by reference only. For details & content, refer to GDOT website or Department of Transportation, State of Georgia Standard Specifications, Construction of Transportation Systems, 2021 Edition, and Supplements thereto, as approved by the Federal Highway Administration. Other GDOT Standards, Details, and Specifications are to be included as required.

GDOT – Section 150 – Traffic Control
GDOT – Section 210 – Grading Complete
GDOT – Section 300 – Graded Aggregate Construction
GDOT – Section 402 – Hot Mix Recycled Asphalt
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NOTICE TO CONTRACTORS AND INVITATION/ADVERTISEMENT FOR BIDS

Sealed bids will be received for "HALL RICHARDSON PAVING CONTRACT" in Wayne County Administrator's Office, 341 East Walnut Street, Jesup, Georgia 31546 until **10:00 A.M., Wednesday, NOVEMBER 11, 2026** at which time they will be publicly opened and read. A contract will be awarded at a regular scheduled Wayne County Commission meeting in County Administrator's Office.

The work under this contract shall consist of furnishing all labor, materials, tools, equipment, supervision, and incidentals necessary to complete the following:

- Parking Lot Construction: Install graded aggregate base (GAB), asphalt pavement, and concrete curb and gutter for the proposed parking lot.
- Grading and Site Preparation: Wayne County shall be responsible for hauling and placing fill material and performing rough grading. The Contractor shall be responsible for fine grading and verifying that the subgrade and fill materials meet the required compaction specifications prior to installation of the graded aggregate base.
- Striping by others.

All work shall be done in accordance with the latest revision of Georgia Department Transportation's Standard Specifications. ***Contractor must be approved as a GADOT contractor.***

A copy of the Bid Documents can be attained at the County Administrator's Office, 341 East Walnut Street, Jesup, GA 31546, telephone 912-427-5900.

All questions concerning the work should be addressed to Brandon Purcell, County Engineer at 341 East Walnut Street, Jesup, Georgia 31546, telephone 912-427-5900 (office) or 912-256-3704 (cell) or Elton Aspinwall, County Road Engineer at same address, telephone 912-202-4064 (cell).

Bids must be accompanied by a certified check or Bid Bond in the amount of five percent of the amount bid. The successful bidder must be able to provide a Payment Bond and Performance Bond equal to 100% of the contract amount. ***A statement from the bidder's bonding company shall accompany the bid bond stating that the bidder can submit a Payment and Performance Bond, in accordance with the contract documents, within ten days of award of contract***. The low bidder must furnish proof that they are a Georgia Department of Transportation Certified Contractor before a contract will be executed.

The Wayne County Board of Commissioners reserves the right to reject any or all bids and to waive technicalities and informalities. The Owner reserves the right to award the Contract in the best interest of the Owner.

Wayne County Board of Commissioners
County Administrator
341 East Walnut Street
Jesup, Georgia 31546

INSTRUCTION AND INFORMATION FOR BIDDERS

1. BASIS OF CONTRACT:
   See Invitation for Bids and proposal Form.

2. BID SECURITY:
   See Invitation for Bids and Proposal Form.

3. GADOT CONTRACTOR'S CERTIFICATION:
   All contractor's wishing to bid on this project must have obtained a "Georgia Department of Transportation Certification".

4. INTERPRETATIONS:
   No oral interpretation will be made to bidders as to the meaning of the Bid Documents. Requests for interpretation of Bid Documents must be made in writing to the Engineer not later than 7 (seven) days prior to the date set for receipt of proposals, and failure on the part of the successful bidder to do so shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Engineer. All interpretations made to bidders will be issued in the form of addenda to the Bid Documents and will be sent to all bidders. Such addenda are to be covered in the proposal, and in closing the Contract they will become a part thereof.

5. BIDDERS TO INVESTIGATE:
   Bidders are required to submit their proposals upon the following express conditions, which shall apply to and become part of every bid received, viz:

   Each Bidder must satisfy himself and form his own opinion by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated; must make his own interpretations and satisfy himself by his own investigations and research regarding labor and materials needed, and shall make his bid in sole reliance thereon. Any information or data furnished by the Owner or its employees for the convenience of any bidder is not guaranteed.

6. PROPOSALS:
   Proposals will be opened and read as stated in the Invitation for Bids.

   All bids must be submitted on the Bid Proposal & Bid Forms furnished to the Bidder as a part of these documents and must be signed. All blanks on the proposal form must be filled in. Numbers shall be written in English words and in Arabic Numerals, and the completed form shall be without interlineations, alteration, or erasure. Failure to submit a proposal in the form requested or the inclusion of any condition, alternate, limitation or provision not called for will render the bid irregular and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks in the proposal form shall be considered sufficient cause for rejection of a proposal.

   All addenda issued shall be acknowledged in the place so designated. All alternates, if any, shall be bid on; the term "no bid" shall not be used. In the event that the Bidder does not desire to make a change in price from his Base Bid for any given alternate, he shall so indicate by using the words "no change". Proposals shall close with legal name of Bidder and be executed by one legally authorized to bind the bidding firm to a contract.

Bid Security, made payable to the Owner, shall be in the amount of five percent (5%) of the Base Bid. Security shall be a Bid Bond issued by a surety licensed to conduct business in state where project is located and shall have attached Power of Attorney certifying bond signee. A proposal cannot be withdrawn after it is filed, unless Bidder makes written request to the Owner prior to time set for opening of bids, or unless the Owner fails to accept bid within **60** days after date fixed for opening of bids. If any bidder refuses to enter into a contract, the Owner will retain his Bid Security as liquidated damages but not as a penalty.

Submittal: The Proposal, in duplicate, and a single copy of the Bid Security together with the Power of Attorney shall be contained in a sealed envelope bearing the Bidder's name and contractor's license number clearly addressed to the Owner as indicated on the Proposal Form. In addition, in large letters on both the front and back of the envelope, the following shall appear:

"PROPOSAL FOR CONSTRUCTION.
DO NOT OPEN UNTIL 10:00 AM, WEDNESDAY, NOVEMBER 11, 2026."

After that time, no proposals will be received or withdrawn.

7. FORM OF AGREEMENT:
Form of Agreement will be on the enclosed Form in the Bid Documents.

8. AWARD:
The Owner's intent is to make an award within funds available to the lowest responsible bidder furnishing satisfactory performance surety.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. The Owner reserves the right to award the Contract in his best interest.

9. CONTRACTOR TO BE SATISFACTORY TO OWNER:
The Contract will not be awarded to any bidder or bidders who have failed in any contractual obligations to the Owner, or who has on any previous contract performed in a manner unsatisfactory to the Owner, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion.

10. LIQUIDATED DAMAGES:
Liquidated damages, as set forth in the Bid Proposal will be assessed for each consecutive calendar day of delay in the completion of the work not excusable as provided in the Special Conditions (Section 01002) and the Bid Proposal.

11. SURETY AND INSURANCE COMPANIES:
The Contract provides that the surety and insurance companies must be acceptable to the Owner. To avoid inconvenience, any bidder or subcontractor should confer with the Owner to determine whether the surety or insurance companies expected to be used on the work are acceptable to the Owner. Contractor must be bonded for the total (100%) contract amount.

BID PROPOSAL

Wayne County Board of Commissioners
341 East Walnut Street
Jesup, Georgia 31546

ATTENTION: County Administrator

PROJECT TITLE:

Pursuant to the Request for Proposal for HALL RICHARDSON PAVING CONTRACT, the Contractor proposes to furnish all labor, supervision, materials, machinery, equipment, tools and other means of construction, and to do and perform all work at prices as hereinafter set forth and in Addenda thereto.

FIRST In submitting this Bid Proposal, the undersigned Contractor understands and agrees to the Instructions to Bidders.

The Bidder acknowledges he has informed himself of all Addenda and of the form of the Contract and Public Contractor's Bond to be furnished in the event he is the successful bidder and is awarded the Contract.

SECOND The Undersigned Bidder agrees, if the successful bidder, to execute the contract in form as set forth in the Specifications and to furnish a Performance Bond in an amount of 100 percent of the Contract amount as security for the faithful performance of the Contract and a Payment Bond in an amount of 100 percent of the Contract amount for the payment of all persons performing labor and/or furnishing materials in connection with the Contract and the fulfillment of such guarantees as are hereinafter specified, and insurance as set forth in the Specifications, **all within 10 days of receiving notice of award of contract by the Owner**.

THIRD The Undersigned Bidder further agrees to begin the work on receipt of the executed contract and Notice to Proceed and to prosecute said work so as to complete work except as otherwise specified under this Contract within the time as specified in the Special Conditions.

FOURTH The Undersigned Bidder further agrees to guarantee performance of all work in accordance with GDOT's Standard Specifications and in a good and workmanlike manner, and to replace or repair any work which may be rejected due to defective materials or workmanship prior to final completion, and acceptance of the project by the Owner or during the guarantee period as required by the GDOT Specifications.

FIFTH The Undersigned Bidder further agrees to indicate on his Bid Proposal, in the space provided for that purpose, the names of the Contractor and Subcontractors who will perform the work if his proposal is accepted.

SIXTH The Undersigned Bidder agrees to submit, as and when required, prior to award of the Contract the following:

(a) Such catalogs, drawings, specifications, descriptive information and other details as to special equipment or material bidder proposes to furnish for the work, to permit an evaluation of the merits thereof and determination as to whether such special

equipment or materials comply with the specifications, in addition to those required by the Instructions to Bidders.

(b) A properly executed affidavit of non-collusion.

(c) Statements of experience, capital, and equipment available and certified financial statements, in accordance with the provisions of Instructions and to Bidders.

SEVENTH The Undersigned Bidder proposes to furnish all materials, machinery, equipment, tools, labor, supervision and other things specified or required and to perform all work necessary to carry out and satisfactorily complete the construction project described in the Contract Documents in the manner and within the times specified in the Contract Documents.

EIGHTH The Undersigned Bidder agrees to pay to the Owner, Liquidated Damages as stated in the Special Conditions for each consecutive calendar day (Sundays and legal holidays excluded) of delay in an amount not to exceed $1,500.00 per day.

NINTH The Undersigned Bidder acknowledges and certifies that he has examined the site of the work by personal investigation and is familiar with the on-site conditions and requirements of the work, including the materials to be excavated; that he has made his own interpretations and satisfied himself by his own investigations and research regarding labor and materials needed; that this Bid Proposal is made in sole reliance thereon; and that any information and/or data obtained from the Owner or Engineer will not be used as a basis for any claim in regards to this project.

I. SCHEDULE OF BID PROPOSAL

The Bidder must fill in the unit prices in numbers, make extensions of each item and total as indicated.

II. TABULATION OF SUBCONTRACTORS USED IN BID PROPOSAL

The following tabulation lists the various Contractors whose prices were used in preparation of the Bid and who will be used to accomplish the respective items of work.

DESCRIPTION OF WORK	NAME AND ADDRESS OF SUBCONTRACTORS INCLUDED

IV CERTIFICATION AND EXECUTION

We hereby attest that we have ( ) have not ( ) [check appropriate space] previously performed work subject to President's Executive Order No. 11246 and 11375, as amended, pertaining to employment practices and obligating us to non-discrimination against any employee or applicants for employment because of race, color, creed, sex or national origin.

Enclosed herein is Proposal Guarantee in the form of Bid Bond in the amount of _____ ($_____) payable to the Wayne County Board of Commissioners. The amount of the Proposal Guarantee is at least five (5) percent of the amount of the Total Bid as required by the Invitation for Bids and by the Instructions to Bidders.

Receipt is acknowledged of the following addenda:

Addenda _____, _____, _____, _____,.

WITNESS our hands and seal this _____ day of _____, 20__.

_____
Contractor's Name

_____
A Corporation of the State of (Seal)

By_____ Witness_____

_____
TITLE

MAILING ADDRESS _____

_____

_____

PHONE NUMBER _____

WAYNE COUNTY BOARD OF COMMISSIONERS

HALL RICHARDSON PAVING CONTRACT

BID FORM

Line Item	Item Number	Item	Units	Estimated Quantity	Bid Unit Price	Bid Amount
1	150-1000	Traffic Control	LS	1		
2	210	Grading Complete	LS	1		
3	315-1000	6” Graded Aggregate Base (includes 6” beyond pavement edge)	SY	2,700		
4	402	Recylced Asphalt Concrete Surface 12.5mm Superpave, Gp1 or 2, Including bituminous material, H lime & tack coat, approximately 165#/SY (1.5" thick) (402-3100) (2,570 SY)	TN	212		
5	441	4-inch thick, 5' wide Concrete Sidewalk (turndown)	SY	215		
6	441	6-inch Thick Concrete Slab (Dumpster Pad)	SY	32		
7	441	18" Concrete Curb & Gutter	LF	900		
8	653	Concrete Flumes (EA 10-ft in length & 5-ft in width)	EA	4		
					TOTAL BID	

$_____

letters & numbers

By:_____ Date:_____

Title:_____

****Contractor shall be responsible for all shoulder clipping, brooming, and shoulder re-leveling.****

Quantities shown above are estimates. Payment will be based on actual, field measured quantities.
****Include earliest anticipated start and completion schedule.**

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ in the year Two Thousand Twenty-Six by and between _____, hereinafter called the Contractor, and the Wayne County Board of Commissioners, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. The Contractor agrees to provide all the materials, equipment, supervision and labor necessary for the complete construction of all the work described in the Contract Documents and Specifications, and to do everything required by the Contract Documents and Specifications.

ARTICLE 2. Contractor agrees that the work contemplated by the Contract shall be entirely completed on or before **60** days after Notice to Proceed from the County Engineer.

ARTICLE 3. The Owner agrees to pay the Contractor in current funds for the performance of this Contract the lump sum of _____

_____

Dollars ($_____) subject to additions and deductions as provided for in the Specifications and to make payments on account of the Contract as provided for in the Specifications, except as hereinafter stated:_____

_____

ARTICLE 4. The Contractor and Owner agree that the Contract Documents and Specifications and all Addenda thereto together with this Agreement, form the Contract and that such Contract Documents and Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor and the Owner agree that all requirements of the Contract shall comply with the Department of Transportation State of Georgia Standard Specifications, Construction of Transportation Systems, 2021 Edition, and Special Provisions modifying them. Potential GDOT construction inspections and acceptance are conditions of this Contract.

The Contractor and the Owner for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have hereunto set their hands and seals the day and year first above written. In the presence of:

CONTRACTOR: _____

CORPORATE SEAL:

Witness: _____ By: _____

Attest: _____

OWNER: Wayne County Board of Commissioners

SEAL:

Witness:_____ By: _____

Attest: _____

PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT. KNOW ALL MEN BY THESE PRESENTS:

That_____
(Legal Title and Address of the Contractor)

_____
as principal (hereinafter referred to as "Principal"), and

_____
(Legal Title and Address of Surety)

_____ as Surety

(hereinafter referred to as "Surety"), are held and firmly bound unto the Wayne County Board of Commissioners, as Obligee (hereinafter referred to as "Owner"), for the use and benefit of claimants defined, hereinafter, in the amount of

_____

_____Dollars ($_____),
(Insert Contract Amount)

to which payment principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner dated _____ for the Wayne County HALL RICHARDSON PAVING CONTRACT, in accordance with the Contract Documents and Specifications, which contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the Contract Documents or specifications accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the Contract Documents or specifications.

2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said Contract.

3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was furnished or supplied by him for which such claim is made, or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the contractor furnishing said payment bond shall have the right of action upon the said payment bond upon giving written notice to said contractor within ninety days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90 day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the Contractor at any place he maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department or, notice may be served in any manner authorized by law to serve summons or process. Every suit instituted under this Section shall be brought in the name of the claimant without Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefore who submits an affidavit that he had supplied labor or materials for such Work and payment therefore has not been made, or that he is being sued on any such bond, a copy of such bond and the contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.

4. No action can be instituted on this bond after one year from the date of the final certificate of the Engineer.

5. Further, this bond shall be considered the same as a bond furnished under Section 23-1705 et seq., of the Code of Georgia, as amended, and all provisions of law pertaining to bonds furnished under said Section shall pertain hereto.

Signed and sealed this _____ day of _____ A.D. 20__.

IN THE PRESENCE OF:

_____(SEAL)
(Principal)

_____ _____
(Witness as to Principal) (Title)

_____(SEAL)
(Surety)

_____ _____
(Witness as to Surety) (Title)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

That _____
(Legal Title and Address of the Contractor)

_____ as
Principal (hereinafter referred to as "Principal"), and

_____
(Legal Title and Address of Surety)

_____

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto

_____

as Obligee (hereinafter referred to as "Owner"), in the amount of _____

_____

_____($_____),
(Insert Contract Amount)

to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner dated for

HALL RICHARDSON PAVING CONTRACT

_____

_____

_____
(Here Insert Name of Work)

in accordance with the Contract Documents and Specifications prepared and submitted by the Contractor which contract is incorporated herein by reference and made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrong doing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees, in the execution or performance of said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension or extensions of time. alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or Contract Documents

accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the Contract Documents or specifications.

2. If pursuant to the contract documents the Contractor shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly remedy the default or defaults or shall promptly perform the Contract in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner within twenty-five (25) days after receipt of a declaration of default of the Surety's election either to remedy the default or defaults promptly or to perform the contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item of work, and (d) the performance of the contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract.

3. Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within 30 days of receipt of such notice, cause to be paid any unpaid amount for such labor or materials.

4. It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.

5. The Surety agrees that other than as is provided in this bond it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of the Owner to be done under the contract documents.

6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

Signed and sealed this _____ day of _____ A.D. 20__.

IN THE PRESENCE OF:

_____(SEAL)
(Principal)

_____ _____
(Witness as to Principal) (Title)

_____(SEAL)
(Surety)

_____ _____
(Witness as to Surety) (Title)

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed the Bid in behalf of the Contractor, was then (Title) _____ of said Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia. This _____ day of _____, 20__.

_____ (Seal)
Signature

OATH OF SUCCESSFUL BIDDER

WAYNE COUNTY, GEORGIA

Personally appeared before the undersigned officer duly authorized by law to administer oaths _____ and _____ who, after being first duly sworn, depose and say that they are all the officers, agents, persons, or employees who have acted for or represented (Company Name) _____ in bidding or procuring a Contract with the Wayne County Board of Commissioners on the following project:

HALL RICHARDSON PAVING CONTRACT

And that said _____ has not by (himself, themselves) or through any persons, officers, agents, or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw a bid for said work.

_____
Signature of Contractor

_____
Name – Typed or Printed

_____
Title

Sworn to and subscribed before me this

_____ day of _____ , 20__

By:_____
Notary Public

SPECIAL CONDITIONS

1. Construction Layout: Construction layout shall include, but is not limited to, Grade Staking and Alignment Staking.

   The cost for performing Construction Layout shall be included in the appropriate Bid Item.

2. The Contractor shall have on The Work at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed. The Superintendent shall notify the County Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the County Engineer for all activities of subcontractors.

3. **On this Project, the maximum Total Gross Weight shall not exceed 80,000 pounds.**

4. Georgia Standards and Construction Details, if desired, can be obtained through The Georgia Department of Transportation. This information is available online on GADOT's website.

5. It will be the Contractor's responsibility to final grade and verify final sub-grade compaction prior to placing base and pavement.

6. Special sub-grade compaction and test rolling shall be in accordance with Subsection 221 of the Georgia Department of Transportation's Standard Specifications for Construction of Transportation Projects, 2021 or latest edition, modified to use a loaded tandem truck. **The Contractor shall notify the County Engineer of the date and time the Test Roll is scheduled so he or his designee may witness the test.**

7. It will be the responsibility of Wayne County to secure all Environmental Clearances, including 404 Permits. The Contractor shall be responsible for maintaining and repairing, as necessary, BMP's and other facilities installed by others to comply with E&SC, NPDES, and 404 Permits in areas affected by the Contractor's Scope of Work.

8. **VISUAL AND STRAIGHTEDGE INSPECTION**: All paving shall be subject to visual and straightedge inspection during construction operations and thereafter prior to Final Acceptance. A ten-foot (10') straightedge shall be maintained in the vicinity of the paving operations at all times for the purpose of measuring surface irregularities on all courses. The straightedge and labor for its use shall be provided by the Contractor. The surface of all courses shall be inspected with the straightedge as necessary to detect irregularities. All irregularities in excess of 3/16 inch in ten feet (10') for subsurface courses and 1/8 inch in ten feet (10') for surface courses shall be corrected. Irregularities such as rippling, tearing, or pulling which in the judgment of the County Engineer indicate a continuing problem in equipment, mixture or operating technique will not be permitted to recur. The paving operation shall be stopped until appropriate steps are taken by the Contractor to correct the problem.

9. **Any item that is to be removed and is not identified as a Pay Item will not be paid for separately but shall be included in the Bid Price for other items.**

10. Any Easement, Temporary or Permanent, will be requested through the County Attorney's Office, whether this be prior to or during construction. This shall be considered incidental work.

    This will not be paid for separately but shall be included in the Overall Bid Price.

11. **INSTALLATION OF PAVEMENT MARKINGS**: All Pavement Markings, both interim and permanent, shall be applied to a clean surface. The Contractor shall furnish the layout and pre-line the roadway surface for the placement of Pavement Markings applied as part of the Traffic Control Plan. All interim markings, tape and raise pavement markers, on the final surface shall be removed prior to placement of the final marking.

    This will not be paid for separately but shall be included in the Bid Price for Traffic Control.

12. Edge lines will not be required on intermediate surfaces that are in use for a period of less than thirty (30) calendar days except on lane transitions, lane shifts and in such other areas determined by the County Engineer. On the final surface, edge lines shall be placed within fourteen calendar days of the time that the surface was placed.

STANDARD INSURANCE REQUIREMENTS

Prior to execution of the Contract, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the Wayne County Board of Commissioners Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-5 or higher and shall be acceptable to Wayne County in the following amounts:

1. Statutory Workers' Compensation Insurance
   (a) Employer's Liability:
   Bodily Injury by Accident - $500,000 each accident
   Bodily Injury by Disease - $500,000 policy limit
   Bodily Injury by Disease - $500,000 each employee

2. Comprehensive General Liability Insurance
   (a) $1,000,000 Limit of Liability per Occurrence for Bodily Injury or Property Damage
   (b) Owner's and Contractor's Protective
   (c) Blanket Contractual Liability
   (d) Blanket "X", "C" and "U"
   (e) Products/Completed Operations Insurance
   (f) Broad Form Property Damage
   (g) Personal Injury Coverage

3. Automobile Liability Insurance
   (a) $1,000,000 Limit of Liability per Occurrence for Bodily Injury or Property Damage
   (b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance
   (a) $3,000,000 Limit of Liability
   (b) Coverage at least as Broad as Primary Coverage as outlined under items 1, 2 and 3 above

5. The Wayne County Board of Commissioners, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured's and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of the Wayne County Board of Commissioners, their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to Wayne County prior to execution of the Contract. Such insurance is Primary Insurance and shall contain a Severability of Interest clause as respects each Insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the Wayne County Board of Commissioners. Any separate insurance maintained in force by the additional Insured's name above shall not contribute to the insurance extended by Contractor's Insurer(s) under this additional Insured Provision.

SEQUENCE OF OPERATIONS

I. GENERAL

A. The purpose of this Special Provision is to provide for a sequence of construction procedures for the construction of the Project and for the coordination of a Sequence of Operations between this project and existing roads that cross and/or pass through certain portions of the Project.

B. This Special Provision is a supplement to the Standard Specifications setting forth specific procedures and does not relieve the Contractor of any responsibilities placed upon him by the Standard Specifications.

C. During the life of this contract, others, including but not limited to, GADOT contractors and utility owners will be working on this project or related projects in this area. The Contractor's attention is directed to the requirements of Standard Specifications Section 105 – Control of Work, with particular attention to sub-section 105.07 – Cooperation Between Contractors.

D. Article 104.05 Maintenance During Construction

A. Detours outside Right-of-Way: Retain and expand as follows:

There are no planned detours provided for this project.

1. Where the proposed work has made the use of bypasses or detours necessary, the Contractor shall schedule the work to reduce their use to an absolute minimum time. Minimum time is defined as that time needed to prosecute the work effectively and continuously within the provisions of the Specifications to such point that traffic may safely use the permanent facility.

2. Where traffic is permitted through The Work as staged, the Contractor may choose to construct, at his own expense, temporary bypasses or detours in order to expedite The Work. Plans for such temporary bypasses or detours must be approved by the County Engineer prior to construction. Such bypasses or detours shall be removed promptly when they are, in the opinion of the County Engineer, no longer necessary for the satisfactory progress of the work.

D. Delays to Traffic:

When Construction necessitates temporary suspension of an existing traffic signal operation, the Contractor shall furnish an off-duty police officer to regulate and maintain traffic control at the site.

The Contractor will, pursuant to the INSURANCE REQUIREMENTS of this Contract, provide full liability and workers compensation coverage for persons performing this function and agrees that such persons are included and incorporated into the basic agreement between the parties wherein the Contractor assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants and employees, and in addition thereto, for any and all damage to property caused by or resulting

from or arising out of any act or omission in connection with this Contract or the prosecution of work hereunder.

F. 107.07 – Public Convenience and Safety is expanded or modified as follows:

Traffic whose origin or destination is within the limits of the Project shall be provided ingress and egress at all times unless otherwise stipulated in Part VI below. The ingress and egress are to include entrance and exit via driveways at the various properties and access to intersecting roads, streets, and interchange ramps. The Contractor shall maintain sufficient personnel and equipment on the Project at all times, particularly during inclement weather, to ensure that ingress and egress are provided when and where needed.

No resident or business shall be denied vehicular access to their property for any length of time other than that which is absolutely necessary and as determined by the County Engineer.

II. ORDER OF WORK

A. The Contractor shall plan and prosecute the work such that disruption to personal property and business is held to a practical minimum.

All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of each drainage structure or section of curb and gutter, sidewalk, and driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing, and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard pr business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration runoff.

B. Specific reference is made to Sub-Section 107.09 – Barricades, Danger, Warning and Detour Signs which is expanded or modified as follows:

Work causing constriction of traffic flow shall not be performed at two different locations on the same side of the roadway within a ½ mile section in rural areas or within a 500-foot section in urban areas.

Work shall be performed on only one side of the existing roadway at any time within any ½ mile section.

When not in use, all striped barrels, signs, or other traffic control devices shall be either masked or removed and faced so as not to confuse the traveling public.

C. When all portions of a project are to be constructed under traffic the following requirements will apply:

1. Contractor’s Vehicles: The Contractor’s vehicles will be required to travel with the normal traffic flow.

2. In order to provide the greatest possible convenience to the public in accordance with the Sub-Section 107.07, the Contractor shall remove all lane closure

markings and devices immediately when lane closure work is completed or temporarily suspended for any length of time.

3. Painted Traffic Stripes, Section 652; Thermoplastic Traffic Stripes, Section 653, and Raised Pavement Markers, Section 654: The installation work on these items shall be scheduled as early as possible in the Sequence of Operations. Reference is made to Section 150 for Temporary Striping.

4. Cleaning Up and Finishing: At the end of each workday the Contractor will be required to remove all debris, stockpiled materials, equipment, tools, and any other hazards on the pavement and within 32 feet of the edge of pavement, as directed by the County Engineer.

   a. All areas within the limits of the Project which are determined by the County Engineer to be unnecessarily damaged, due directly or indirectly to the process of construction, shall be cleaned up, redressed, and grassed. All surplus materials shall be removed and disposed of as required. This is not a payment item and shall be done without additional compensation.

D. As an alternate to the sequence described above, the Contractor may submit for approval his own Sequence of Work Plan. Sufficient lead time for Wayne County's review shall be given this submission so that a decision on its acceptability may be given at the Pre-Construction Conference. Insufficient lead time or no submission by the Contractor shall be construed as his acceptance of the procedures outlined below and his willingness to execute same.

Wayne County Board of Commissioners will not pay, or in any way reimburse the Contractor for claims to the Contractor's inability to perform his work in accordance with the Sequence provided in this Special Provision.

III. EQUIPMENT NOISE

All equipment used on the Work shall come equipped with factory installed mufflers or manufacturer's recommended equivalent in good condition. These mufflers shall be maintained in good condition throughout the life of the Contract. In areas of existing subdivisions, equipment will not operate between the hours of 10:00 pm and 7:00 am, seven days a week.

IV. SPECIAL CONDITIONS

A. The Contractor will be responsible for removal of any existing highway signs and guardrail, bridge timber decking, and stockpiling them in a safe place until they are picked up by Wayne County.

B. Phase Construction will be as indicated on the Plan and Cross Section Sheets and in this document. The Contractor may propose as alternate to the Sequence of Work shown in the plans, provided that he completes the project on or before the Available Days as provided in the Contract, and at no increase in cost to Wayne County. Any alternate Sequence of Work plan shall be subject to the approval of the Engineer.

C. In accordance with Section 105.07 of the Georgia Department of Transportation Standard Specifications and all current Supplemental Specifications, cooperation between contractors and coordination of construction will be required.

D. Prior to placement of temporary or permanent markings, pre-lining of all areas must be approved by the Project Inspector assigned to the Project. The Contractor will provide all necessary temporary traffic control and lane closures to allow for pre-lining to be accomplished as directed by the County Engineer. A 48-hour notice will be required. All projects constructed under Wayne County programs will require the placement of temporary raised pavement markers on all traffic shifts. A traffic shift is defined as the rerouting of traffic to a new location and temporary raised pavement markers will be used to delineate the centerline through the transitions and includes the tangents and curves. It is the intent of this Specification to provide raised pavement markers from the first move of traffic through the final location of the traffic lanes after the surface mix and permanent raised pavement markers have been placed. The cost of the temporary raised pavement markers will be included in the Lump Sum Bid for Traffic Control.

E. Section 107.13.F, Mailboxes, of the 2001 Standard Specifications is deleted in its entirety and the following is to be substituted:

The Contractor shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for all mail deliveries and convenient to the mail carrier and the patron. It may be necessary for the Contractor to confer with the Post Office serving the area. Mailboxes may require relocating more than once.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damage to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor. All damaged posts and/or mailboxes shall be replaced and installed by the Contractor at his expense, excluding mailbox enclosures of masonry construction. The Contractor will provide a new mailbox and post for any existing masonry mailboxes and dispose of the masonry material. All mailboxes relocated by the Contractor shall meet the requirements of USPS Standard 7, Mailboxes, City and Rural Curbside, with wood posts no larger than 4" square and the bottom no lower than 48". Wood post can be purchased at a local supply store but must be treated and labeled "For Ground Contact."

Any cost or costs to the Contractor for removing, relocating or installation of mailboxes as stated above shall be included in the overall bid price.

F. The Contractor shall provide off road parking areas within the construction zone and away from the intersecting streets or roads. The unauthorized parking of employees' vehicles and/or equipment will not be permitted along the shoulders or adjacent to the active traffic on any road or street in Wayne County. It will be the Contractor's responsibility to prevent the violation of this provision. Failure to comply with the terms of this provision will result in the suspension of the work.

G. Access to the Project, including parking and work areas, is to be provided by the Contractor and will be constructed from the County roads and not through any

subdivision streets or other areas not constructed for major traffic and will be subject to the approval of the County Engineer.

H. Use of subdivision streets as a haul route will not be permitted unless special permission is granted by Wayne County.

V. ENFORCEMENT

In the event that compliance with the objectives stated herein are not achieved, the County Engineer in charge of the work will close down all operations being performed except erosion and traffic control. The County Engineer may also withhold any payments due, when necessary, until all requirements herein have been met.

VI. MEASUREMENT AND PAYMENT:

There will be no separate measurement or payment for the work described herein and all costs, direct or indirect, of complying with the requirements of the Special Provision shall be included in the overall Bid submitted or as "Traffic Control – Lump Sum".

VII. STAGE CONSTRUCTION:

In order to follow good construction procedures and minimize inconvenience to the traveling public, it will be necessary to maintain traffic through the construction areas where practical. This will be accomplished by utilizing existing roadways and staging construction.

1. The Contractor is responsible for erecting and maintaining all barricades and signs in accordance with MUTCD. Costs are to be included in price bid for "Traffic Control – Lump Sum".

2. The Contractor will notify the County Engineer two (2) weeks in advance of any lane closings so a public announcement can be made.

3. <u>Access is to be provided to the adjacent areas along the project at all times.</u>

UTILITY CONFLICTS

Utility companies having known facilities that conflict with the construction of this project will be directed by Wayne County to adjust or relocate their facilities and will be notified of the Contract Award.

It will be the Contractor's responsibility to conform with all requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the Project. The Contractor's attention is directed to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Article 107.21

It shall be the responsibility of the Contractor to coordinate his work to be performed by others in any right-of-way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay. Where stage construction is required it shall be the Contractor's responsibility to notify the utility owner when each stage of work is completed and the site is available for utility work to proceed.

Information concerning utility facilities known to exist within the Project limits, including the list of owners, is shown on the plans.

It shall be the responsibility of the contractor to determine the estimated time for relocation and adjustment of facilities of all utility companies and to consider in his Bid all such relocations and adjustments.

In accordance with Article 105.06 of the Specifications, Wayne County shall not be liable for payment of any costs due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them. Delays by utilities will continue to be considered by Wayne County in charging Contract Time in accordance with Article 107.21G.

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 work.

It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right-of-way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay. Where stage construction is required, it shall be the Contractor's responsibility to notify the utility owner when each stage of work is completed and the site is available for utility work to proceed.

Under agreements with Wayne County, Georgia Power Company, Atlanta Gas Light Company, AT&T, all other local service telephone companies, all Electric Membership Cooperatives and certain other utilities are liable to the Contractor for his cost for delays to construction that are due to the utilities failure to clear conflicts within reasonable time as may be approved by Wayne County or the Contractor. The Contractor may bill the utility company directly for any costs or delays as described in the agreement between Wayne County and the utility company. Such bill shall be sufficiently detailed to allow the utility company to verify that the charges are accurate and properly attributable to delays in relocation of their facilities.

Upon request, copies of all agreements with utility companies having facilities on this Project will be made available for examination by the Contractor at the Wayne County Administrator's Office.

Georgia Law requires that a telephone call or adequate notice must be given three (3) DAYS BEFORE WORK IS TO BEGIN. The notice will remain in effect for ten (10) working days from the date the Utilities Protection Center is notified. The Contractor is to call 811 (800-282-7411).