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*Clay Jones*

*George Torbert*

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*Bill Twomey, County Administrator*

*Rayetta Volley, County Clerk*

*Kimberly Reid, County Attorney*

## **Sumter County Board of Commissioners**

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# **CONTRACT DOCUMENTS AND SPECIFICATIONS FOR**

# **2017 TSPLOST/SPLOST/LMIG PAVING PROJECT**

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# **CONTRACT DOCUMENTS**



# SUMTER COUNTY BOARD OF COMMISSIONERS

## **ADVERTISEMENT FOR BIDS** **FOR** **2017 TSPLOST/SPLOST/LMIG PAVING PROJECTS**

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**Sealed Bids:** The Sumter County Board of Commissioners will accept sealed bids for the construction of the project entitled **2017 TSPLOST/SPLOST/LMIG PAVING PROJECTS** until **2:00 P.M. EST** on **September 7, 2017**, at the Sumter County Courthouse, 500 West Lamar Street, Americus, Georgia 31709, at which time and place all bids will be publicly opened and read. No bid may be withdrawn after the closing time for receipt of bids for a period of 60 calendar days.

**Description:** The work to be performed shall consist of furnishing all labor, materials and equipment necessary to construct the project entitled **2017 TSPLOST/SPLOST/LMIG PAVING PROJECTS** as shown in the Contract Documents. In general, construction consists of 10.70 miles of Plant Mix resurfacing and road maintenance on various county roads in Sumter County. This work will be awarded in one contract. The work shall be fully completed within 150 consecutive calendar days from the date notice to proceed is given. Payment will be made within ten days after receipt of each Application for Payment as further outlined in the Contract Documents.

**Plans and Specifications:** Contract Documents with plans and specifications for bidding purposes can be obtained at the Sumter County Board of Commissioners' Office at 500 West Lamar Street, Americus, Ga. 31709 or by download from the Sumter County Website.

**Bonds:** All bid forms must be accompanied by a Bid Bond in an amount not less than ten percent (10%) of the amount bid. The successful bidder, if awarded the Contract, will be required to furnish a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount. All bonds must appear on the Treasury Department's most current Circular 570 Listing, latest edition.

**Reservations:** Sumter County reserves the right to reject any or all bids for any and all lawful reasons, including without limitation, the right to reject any and all non-conforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder whom Sumter County believes would not be in the best interest of the project to make an award to that bidder whether because the bid is not responsive, the bidder is unqualified, or of doubtful financial ability, or fails to meet any other pertinent standard or criteria.

By: Randy Howard  
Chairman, Sumter County Board of Commissioners

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Sumter County Board of Commissioners  
**2017 TSPLOST/SPLOST/LMIG PAVING PROJECTS**

**SUMTER COUNTY BOARD OF COMMISSIONERS**  
**INVITATION FOR BIDS FOR 2017 TSPLOST/SPLOST/LMIG PAVING PROJECTS**

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# **CONTRACT FOR SUMTER COUNTY'S 2017 TSPLOST/SPLOST/LMIG PAVING PROJECT**

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 by and between Sumter County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners, and Reeves Construction Company (hereafter "Contractor").

Sumter County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **Article 1: WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents (hereafter "Work"). The Work is generally described as follows: **2017 TSPLOST/SPLOST/LMIG PAVING PROJECTS.**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **2017 TSPLOST/SPLOST/LMIG PAVING PROJECTS.**

## **Article 2: SUMTER COUNTY PUBLIC WORKS**

The Project has been designed by Sumter County Public Works, which acts as Sumter County's representative and has the rights and authority assigned in the Contract Documents in connection with completion of the Work.

## **Article 3: CONTRACT TIME.**

Contractor agrees to commence Work under this Agreement on or before a date to be specified on a written "Notice to Proceed" by Sumter County and to fully complete the Work within **150** consecutive calendar days from the "Notice to Proceed" date.

Liquidated Damages: Sumter County and Contractor recognize that time is of the essence of this Agreement and that Sumter County will suffer financial loss if the Work is not completed within the times specified in Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Sumter County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Sumter County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Sumter County Three Hundred Dollars (\$300.00) for each day that expires after the time specified in the General Conditions.

#### **Article 4: CONTRACT PRICE.**

Sumter County shall pay Contractor for satisfactory completion of the Work in accordance with the Contract Documents as follows:

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#### **Article 5: PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Sumter County Public Works as provided in the General Conditions. No payment will be rendered for any work which has not been completed to the satisfaction of Sumter County.

#### **Article 6: CONTRACTOR'S REPRESENTATIONS**

In order to induce Sumter County to enter into this Agreement, Contractor makes the following representations:

Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the General Conditions and accepts the determination set forth in the General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Contractor has given Sumter County notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by Sumter County is acceptable to Contractor.

#### **Article 7: CONTRACT DOCUMENTS**

The following documents shall hereafter be referenced as the "Contract Documents."

1. This Agreement
2. Exhibits to this Agreement
3. Performance and other Bonds
4. Notice of Award
5. General Conditions
6. Supplementary General Conditions, if any
7. Drawings, if any, consisting of sheets numbered   N/A   through   N/A  , with each sheet bearing the following general title: **2017 TSPLOST/SPLOST/LMIG Projects**
8. Addenda numbers, if any,   N/A   through   N/A  .
9. Contractor's Bid
10. Supplemental documentation submitted by Contractor prior to Notice of Award.
11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to General Conditions.

The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

The Contract Documents are expressly incorporated herein by reference. In the event of a conflict between the within Agreement and the Contract Documents, this Agreement shall control.

#### **Article 8: MISCELLANEOUS**

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Sumter County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

This Agreement shall terminate without further obligation of Sumter County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided herein. This Agreement shall automatically renew until all obligations pursuant to this Agreement have been performed and the Work has been completed, unless Sumter County terminates the Agreement with 30 days' written notice.

This Agreement shall terminate immediately if appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Sumter County outlined in this Agreement. This Agreement shall obligate Sumter County only for those sums payable during the calendar year of execution or, in the event of renewal, for those sums payable in the calendar year of the renewal term, and shall not create a debt of Sumter County for the payment of sums beyond the calendar year of execution.

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope, to the following addresses:

For Sumter County:

Sumter County Board of Commissioners  
Attn: Public Works Director  
500 West Lamar Street  
Americus, Georgia 31709

For Contractor:

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

The parties agree that any disputes regarding this Agreement, including, but not limited to any claim or action for breach thereof, for declaratory or injunctive relief, for tort, or any other claim of any nature, shall be filed exclusively in Sumter County, Georgia. The parties further agree that said venue is convenient to them and waive any and all objections to said venue.

This Agreement shall be governed by and interpreted according to the laws of the State of Georgia.

If any provision of this Agreement or application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected



thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the stated day certain enters into and becomes a part of the consideration for this Agreement.

No party to this Agreement may assign its rights or obligations under this Agreement, unless it has obtained the prior written approval of all other parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, personal representatives, heirs, devisees, and legatees. Except with the written consent of all parties hereto, no person shall take any action which will allow any right hereunder to be assigned or held by any other person.

No custom or practice of Sumter County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect Sumter County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Any waiver, permit, consent, or approval of any kind or character on the part of Sumter County of any breach or default under this Agreement, or any waiver on the part of Sumter County of any provision or condition of this Agreement, must be in writing and be effective only to the extent in such writing specifically set forth. All remedies, either under this Agreement or by law, or otherwise afforded to Sumter County, shall be cumulative and not alternative.

This Agreement constitutes the entire agreement between the parties hereto and no representation, inducement, warranty, promise or agreement, oral or otherwise, between the parties not expressly set forth herein shall be of any force or effect or binding upon the parties hereto. This Agreement may not be modified or terminated except as provided in this Agreement or by other written agreement between the parties.

#### **Article 9: RETAINAGE OF CONTRACTOR'S PAYMENT**

The retainage shall be an amount equal to 10% of Contractor's partial pay estimate of the work that has been completed. When the Work has been substantially completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of Sumter County are valid reasons for non-completion, Sumter County may in its discretion make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed. Partial pay estimates may include stored materials. Contractor must submit invoices, and all materials must be located at the site of the work. Retainage will not be held on stored materials.

IN WITNESS WHEREOF, Sumter County and Contractor have signed this Agreement in five (5) counterparts. One counterpart has been delivered to Contractor. All portions of the Contract Documents have been signed by Sumter County and Contractor.

This Agreement will be effective as of the date of execution by both parties.

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SUMTER COUNTY, GEORGIA**

BY: \_\_\_\_\_  
Randy Howard, Chairman  
Board of Commissioners

(SEAL)

ATTEST: \_\_\_\_\_  
Rayetta Volley, Clerk

*Approved as to substance:*

\_\_\_\_\_  
Frank Whitaker  
Public Works Director

*Approved as to legal form:*

\_\_\_\_\_  
Kimberly A. Reid  
County Attorney

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BY:

\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

Secretary

Printed Name: \_\_\_\_\_

License No.: \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If Contractor is a corporation, attach a corporate resolution evidencing your authority to execute this Agreement.)

END OF SECTION

# **GENERAL CONDITIONS**

## **FOR SUMTER COUNTY'S 2017 TSPLOST/SPLOST/LMIG PAVING PROJECTS**

### **ARTICLE I – DEFINITIONS**

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Addenda** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

**Agreement** - The written agreement between Sumter County and Contractor covering the Work to be performed. Other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

**Application for Payment** - The form accepted by Sumter County which is to be used by Contractor in requesting progress for final payments and which is to include such supporting documentation as is required by the Contract Documents.

**Bid** - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**Bonds** - Bid, performance and payment bonds and other instruments of security.

**Change Order** – A document recommended by Sumter County, which is signed by Contractor and Sumter County and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

**Contract Documents** - The Agreement, exhibits thereto, performance and other bonds, notice of award, the within General Conditions, General Notes and Specifications, any drawings or addenda attached to or incorporated in the Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, together with all amendments, modifications and supplements issued pursuant to the Contract Documents on or after the Effective Date of the Agreement

**Contract Price** - The moneys payable by Sumter County to Contractor under the Contract Documents as stated in the Agreement.

**Contract Time** - The number of days or the date stated in the Agreement for the completion of the Work.

**Contractor** - The person, firm or corporation with whom Sumter County has entered into the Agreement.

**Defective** - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Sumter County's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Sumter County at Substantial Completion.

**Drawings** - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Sumter County and are referred to in the Contract Documents.

**Effective Date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**Notice of Award** - The written notice by Sumter County to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Sumter County will sign and deliver the Agreement.

**Notice to Proceed** - A written notice given by Sumter County to Contractor fixing the date on which the Contract Time will commence to run.

**Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

**Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor** - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Substantial Completion** - The Work has progressed to the point where, in the opinion of Public Works Director, it is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

**General Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.

**Supplier** - A manufacturer, fabricator, supplier, distributor, material man or vendor.

**Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**Unit Price Work** - Work to be paid for on the basis of unit prices.

**Work**- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as

required by the Contract Documents.

## **ARTICLE 2 - PRELIMINARY MATTERS**

**Delivery of Bonds:** When Contractor delivers the executed Agreements to Sumter County, Contractor shall also deliver to Sumter County such Bonds as Contractor may be required to furnish in accordance with the Contract Documents.

**Copies of Documents:** Sumter County shall furnish to Contractor up to five copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional Copies will be furnished, upon request, at the cost of reproduction.

**Notice to Proceed:** The Contract Time will commence to run on the Effective Date of the Notice to Proceed.

**Pre-construction Conference:** Prior to the Effective Date of the Notice to Proceed, a conference attended by Contractor, and Sumter County Public Works and others, as appropriate, will be held to discuss the schedules and procedures.

## **ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Contractor. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to Sumter County Public Works in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Sumter County Public Works.

**Amending and Supplementing Contract Documents:** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: A formal Written Amendment, Change Order or a Work Directive Change executed by both parties. Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment executed by both parties. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the followings ways: A Field Order or a Sumter County Public Works written interpretation or clarification.

**Reuse of Documents:** Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Sumter County shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents

prepared by Sumter County Public Works, and they shall not reuse any of them on extensions of the Project or any other project without written consent of Sumter County Public Works.

#### **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

**Availability of Lands:** Sumter County shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Sumter County, unless otherwise provided in the Contract Documents. If Contractor justifies that any delay in Sumter County's furnishing these lands, rights-of-way or easements entitles Contractor to an extension of the Contract Time, Contractor may make a written claim.

**Existing Structures:** Reference is made to the General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Sumter County in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for Contractor's purposes. Except as indicated in the immediately preceding sentence, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

**Report of Differing Conditions:** If Contractor believes that any technical data on which Contractor is entitled to rely as provided in the Contract Document is inaccurate or any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before performing any Work in connection therewith, notify Sumter County in writing of the inaccuracy or difference.

**Physical Conditions: Underground Facilities.** The Contractor shall have full and sole responsibility for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, and for the safety and protection thereof.

**Underground Facilities Not Shown or Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency) identify the owner of such Underground Facility and give written notice thereof to that owner and to Sumter County Public Works. Sumter County Public Works will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the Facility, to the extent that they are attributable to the extent to the existence of any underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

**Reference Points:** Sumter County shall provide engineering surveys to establish reference points for construction or otherwise, which in Sumter County's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve

the established reference points, and shall make no changes or relocations without the prior written approval of Sumter County Public Works. Whenever a reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, Contractor shall be responsible, at its expense, for the accurate replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 5 – BONDS, INSURANCE, AND INDEMNIFICATION**

**Performance and Other Bonds:** Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the General Conditions. All Bonds shall be in the forms prescribed by law or regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements, Contractor shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to Sumter County.

**Insurance:** Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors and anyone else for whose acts it may be liable. All policies shall be subject to approval by Sumter County as to form and content. Any self-insured retentions must be declared to and approved by Sumter County and must be included on the certificate of insurance. All policies shall be with insurers with an A.M. Best rating of no less than A-: VII.

Contractor shall furnish Sumter County with certificates of insurance and endorsements to the policies evidencing coverage required by this provision prior to the commencement of work. Sumter County reserves the right to require complete, certified copies of all required policies at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the related requirements otherwise applicable to Contractor in this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after 30 days prior written notice has been provided to Sumter County or 10 days prior written notice if the cancellation is due to non-payment. All insurance required herein shall remain in full force and effect for the duration of all work as outlined in this Agreement and until Contractor has performed all obligations pursuant to the Agreement to the reasonable satisfaction of Sumter County and at all times thereafter when Contractor may be correcting, removing or replacing defective Work.

Sumter County shall be listed as an additional insured regarding liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, leased, or used by the Contractor, and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall not contain any special limitations on the scope of protection afforded to



Sumter County.

The Contractor's insurance coverage shall be primary and noncontributing insurance with regard to any other insurance or self-insurance available by Sumter County. Any insurance or self-insurance maintained by Sumter County shall be in excess of the Contractor's insurance and shall not contribute therewith.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sumter County. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom any claim is made or suit is brought. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Insurer shall agree to waive all rights of subrogation against Sumter County for losses arising from work performed by the Contractor for Sumter County. All endorsements to policies shall be executed by an authorized representative of the Insurer.

**Commercial General Liability and Commercial Automobile Liability Coverage:** Contractor shall provide, at its sole expense, a Commercial General Liability policy and coverage with limits for no less than \$1,000,000 per occurrence and \$2,000,000 for the combined single limit for bodily and personal injury, sickness, disease, or death, injury to or destruction of property (with employment exclusion deleted), including loss of use resulting therefrom and including explosion, collapse, and underground coverage, where applicable, and a Commercial Automobile Liability policy and coverage, including owned, non-owned, and hired, with limits for no less than \$500,000 per person and \$1,000,000 per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom. The comprehensive general liability insurance shall include completed operations insurance. Contractor shall maintain such completed operations insurance for at least two years after final payment and shall furnish Sumter County with evidence of continuation of such assurance at final payment and one year thereafter.

**Insurance for Work within the Railroad Right-of-Way:** During the installation of any work on railroad right-of-way, the Contractor, at its sole cost and expense, shall procure and keep in force a Comprehensive General Liability insurance policy, which will include contractual liability coverage and have no exclusion for the "Railroad Operations Exposure" providing a combined single limit of \$2,000,000 for work within the right-of-way of Seaboard Coast Line Railroad and a combined single limit of \$6,000,000 for work within the right-of-way of Southern Railroad.

The Contractor shall furnish certificates of insurance evidencing the above coverage. The Contractor's compliance with this requirement shall be subject to the prior approval of the relevant railroads. Such insurance shall contain a contractual liability endorsement which will cover the obligations assumed under this Agreement and such other endorsement or endorsements as, in the opinion of counsel for the railroad, may be necessary or advisable to fully protect and indemnify the railroad. In addition, such insurance shall contain notification provisions whereby the insurance company agrees to give 30 days' notice to the railroad of any change or cancellation of the policies. All of these endorsements and notice provisions shall be stated on the certificate of insurance which is to be provided to the railroad. Provided, however, that notwithstanding any of the provisions of this agreement with respect to insurance, it is understood and agreed that the liability assumed by the Contractor shall not be limited to the insurance coverage stipulated herein.

**Contractual Liability Insurance:** The comprehensive general liability insurance will include contractual liability insurance applicable to Contractor's obligations. Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be required by laws and regulations). This insurance shall include the interests of Sumter County,

Contractor, Subcontractors, and any consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage, including theft, vandalism and malicious mischief: collapse and water damage, and such other perils as may be provided in the General Conditions or otherwise, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. Contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by the General Conditions or laws and regulations, which will include the interests of Sumter County, Contractor, Subcontractors, and any consultants in the Work, all of whom shall be listed as insureds or additional insured parties.

**Builder's Risk Insurance:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Builder's Risk Insurance to protect the interests of Sumter County, Contractor, and Subcontractors against loss by fire, vandalism, malicious mischief, and all hazards included in a standard Extended Coverage Endorsement. The amount of the insurance shall be at all times equal or exceed the full amount of the Contract. The policies shall be in the name of Sumter County and the Contractor.

**Workers' Compensation Coverage:** Contractor shall provide, at its sole expense, workers' compensation coverage with limits as required by the State of Georgia and employers liability limits of \$1,000,000 per accident, injury, or disease. The policy must waive all rights of subrogation against Sumter County for losses arising from the work performed by Contractor for Sumter County.

Sumter County shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors or others in the Work to the extent of any deductible amounts. The risk of loss within the deductible amount will be borne by Contractor, its Subcontractors or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

If Sumter County requests in writing that other special insurance be included in the property insurance policy, Contractor shall, if reasonably possible, include such insurance, and the cost thereof will be charged to Sumter County by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, Contractor shall in writing advise Sumter County whether or not such other insurance has been procured by Contractor.

**Waiver of Rights:** Contractor waives all rights against Sumter County for all losses and damages caused by any of the perils covered by any policies of insurance and any other property insurance applicable to the Work and waives all such rights against the Subcontractors and all other parties named as insureds in such policies for losses and damages so caused. Each subcontract between Contractor and a Subcontractor will contain a similar waiver provision by the Subcontractor in favor of Sumter County. Such waiver shall not extend to the rights that any of the insured parties may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

Sumter County and Contractor intend that any policies provided shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms are required of any Subcontractor, Contractor will obtain

the same.

**Receipt and Application of Proceeds:** Any insured loss under the policies of insurance will be adjusted with Sumter County and made payable to Sumter County as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. Sumter County shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

Sumter County as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to Sumter County. If such objection be made, Sumter County as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, Sumter County as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

**Acceptance of Insurance:** If Sumter County has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, Sumter County shall notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Sumter County. If Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by Sumter County on the basis of their not complying with the Contract Documents, Contractor shall notify Sumter County in writing thereof within ten days of the date of delivery of such certificates to Contractor. Sumter County and Contractor shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by Sumter County or Contractor to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

**Indemnification:** The contract for performance of the Work shall include the following indemnification provision:

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein and rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Sumter County, Georgia, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or its subcontractors or anyone for whose acts the Contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Sumter County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Sumter County, Georgia, or the Local Government Parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or its subcontractors or anyone for whose acts the Contractor or its

subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Sumter County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

## **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

**Supervision and Superintendence:** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Sumter County except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

**Labor, Materials and Equipment:** Contractor shall provide competent, suitable qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor will not permit work on Sunday or any legal holiday without Sumter County's written consent. Contractor shall furnish and assume full responsibility for all materials, including, but not limited to, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Sumter County Public Works, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to Sumter County Public Works, or any Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to these provisions.

**Substitutes or "Or-Equal" Items:** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by Sumter County Public Works if sufficient information is submitted by Contractor to allow Sumter County Public Works to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by Sumter County Public Works will include the following:



Requests for review of substitute items of material and equipment will not be accepted by Sumter County Public Works from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Sumter County Public Works for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Sumter County for work on the Project) to adapt the design to the proposed substitute and whether or not incorporate with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs or redesign and claims of other Contractors affected by the resulting change, all of which shall be considered by Sumter County Public Works in evaluating the proposed substitute. Sumter County Public Works may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Sumter County Public Works, if Contractor submits sufficient information to allow Sumter County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

Sumter County Public Works will be allowed a reasonable time within which to evaluate each proposed substitute. Sumter County Public Works will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without Sumter County Public Works' prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Sumter County Public Works may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Sumter County Public Works will record the time required by Sumter County Public Works or Consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not Sumter County Public Works accepts a proposed substitute, Contractor shall reimburse Sumter County Public Works for the charges of Sumter County Public Works or Consultants for evaluating each proposed substitute.

**Concerning Subcontractors, Suppliers and Others:** Contractor shall not employ any Subcontractor, supplier or other person or organization that Sumter County deems unacceptable. If the General Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to Sumter County in advance of the specified date prior to the Effective Date of the Notice to Proceed, Sumter County's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Sumter County of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of Sumter County to reject defective Work.

Contractor shall be fully responsible to Sumter County for all acts and omissions of the Subcontractors,

Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Sumter County Public Works and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Sumter County Public Works to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by laws and regulations.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Sumter County Public Works and contains waiver provisions as required herein. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to Article 5.

**Patent Fees and Royalties:** Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Sumter County its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Sumter County in the Contract Documents. Contractor shall indemnify and hold harmless Sumter County and anyone directly or indirectly employed by either of them. from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**Permits:** Unless otherwise provided in the General Conditions, Contractor shall obtain and pay for all construction permits and licenses. Sumter County shall cooperate with Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening the Bids, or if there are no Bids on the Effective Date of the Agreement. Contractor shall pay all charges of utility owners for connections to the Work, and Sumter County shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

**Laws and Regulations:** Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws and regulations, Sumter County shall not be responsible for monitoring Contractor's compliance with any laws or regulations.

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work Contractor for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

If Contractor observes that the Specifications or Drawings are at variance with any laws or regulations, Contractor shall give Sumter County Public Works prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If Contractor performs any Work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to Sumter County Public Works, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws and regulations.

**Taxes:** Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.

**Use of Premises:** Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Sumter County by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. Contractor shall, to the fullest extent permitted by laws and regulations, indemnify and hold Sumter County harmless from and against all claims damages, losses and expenses. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Sumter County or shall restore to original condition all property not designated for alteration by the Contract Documents.

**Record Documents:** Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications issued pursuant to the Contract Documents in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to Sumter County for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to Sumter County.

**Safety and Protection:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: All employees on the Work and other persons and organizations who may be affected thereby: All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all applicable laws and regulations of any public body (including OSHA) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of

their property. All damage, injury or loss to any property referred to in Article 6 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Sumter County or anyone employed by Sumter County or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Sumter County has issued a notice to Contractor that the Work is acceptable.

Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Sumter County.

**Emergencies:** In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Sumter County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Sumter County prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Sumter County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

**Shop Drawings and Samples:** If the Work reasonably requires the use of shop drawings, the provisions of this section shall apply. After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, the Contractor shall submit to Sumter County for review and approval in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the General Conditions, five copies of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review submission. Contractor shall also submit to Sumter County for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended. Before submission of each Shop Drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, Contractor shall give Sumter County specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Sumter County for review and approval of each such variation.

Sumter County will review and approve with reasonable promptness Shop Drawings and samples. Sumter County's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not



indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Sumter County Public Works and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Sumter County Public Works on previous submittals.

Sumter County Public Works' review and approval of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Sumter County Public Works' attention to each such variation at the time of submission as required herein and Sumter County Public Works has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by Sumter County Public Works relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with other provisions. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Sumter County Public Works' review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

**Continuing the Work:** Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Sumter County. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless Sumter County and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by a negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against Sumter County or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation pursuant to the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor shall not extend to the liability of Sumter County or its consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

## **ARTICLE 7 - OTHER WORK**

**Related Work at Site:** Sumter County may perform other work related to the Project at the site by Sumter County's own forces, have other work performed by utility owners or let other direct contracts therefor. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that

such performance will involve additional expense to Contractor or requires additional time, and the parties are unable to agree as to the extent thereof, Contractor may make a claim pursuant to Articles 11 and 12.

Contractor shall afford each utility owner and other Contractor who is a party to such a direct contract (or Sumter County, if Sumter County is performing the additional work with Sumter County's own employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut with the written consent of Sumter County and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Sumter County and such utility owners and other Contractors.

If any part of Contractor's Work depends for proper execution or results upon the work of any such other Contractor or utility owner (or Sumter County), Contractor shall inspect and promptly report to Sumter County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

**Coordination:** If Sumter County contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime Contractors will be identified in the General Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the General Conditions. Unless otherwise provided in the General Conditions, Sumter County shall not have any authority or responsibility in respect of such coordination.

## **ARTICLE 8 SUMTER COUNTY'S RESPONSIBILITIES**

Sumter County shall issue all communications to Contractor as required herein. Sumter County shall furnish the data required of Sumter County under the Contract Documents promptly and shall make payments to Contractor promptly. Sumter County may execute Change Orders as outlined herein. Sumter County is responsible for inspections, tests and approvals. Sumter County has the right to stop Work, suspend Work or terminate services of Contractor under certain circumstances.

## **ARTICLE 9 – PUBLIC WORKS' ROLE**

**Sumter County's Representative:** Sumter County Public Works will be Sumter County's representative during the construction period. The duties and responsibilities and the limitations of authority of Sumter County Public Works as Sumter County's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Sumter County.

**Visits to Site:** Sumter County Public Works will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Sumter County Public Works will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Sumter County Public Works' efforts will be directed toward providing Sumter County a greater degree of confidence that the completed Work will conform to the Contract Documents.

**Clarifications and Interpretation:** Sumter County Public Works will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Sumter County Public Works may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in Article 11 or Article 12.

**Authorized Variations in Work:** Sumter County Public Works may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Sumter County and also on Contractor, who shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in Article 11 or 12.

**Rejecting Defective Work:** Sumter County Public Works will have authority to disapprove or reject Work which Sumter County Public Works believes to be defective, and will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed or completed.

**Shop Drawings, Change Orders and Payments:** Sumter County Public Works is responsible for approval for Shop Drawings and samples. Sumter County Public Works is responsible for approval of Change Orders. Sumter County Public Works is responsible for approval of Applications for Payment. All such responsibilities are only to the extent required by the law.

**Determinations/or Unit Prices:** Sumter County Public Works will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Sumter County Public Works will review with Contractor Sumter County Public Works' preliminary determinations on such matters before rendering a written decision. Sumter County Public Works' written decisions thereon will be final and binding upon Sumter County and Contractor, unless, within ten days after the date of any such decision, either Sumter County Public Works or Contractor deliver to the other party to the Agreement and to Sumter County written notice of intention to appeal from such a decision.

**Decisions on Disputes:** Sumter County Public Works will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to Sumter County Public Works in writing with a request for a formal decision in accordance with this paragraph, which Sumter County Public Works will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to Sumter County Public Works, and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Sumter County and the other party within sixty days after such occurrence unless Sumter County allows an additional period of time to ascertain more accurate data in support of the claim.

Sumter County Public Works will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Sumter County Public Works will not be responsible for Contractor's failure to perform or furnish the Work

in accordance with the Contract Documents. Sumter County Public Works will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

## **ARTICLE 10- CHANGES IN THE WORK**

Without invalidating the Agreement and without notice to any surety, Sumter County may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.

If Sumter County and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order or Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in the Contract Documents.

In lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations. During any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in the Contract Documents.

## **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the Contractor to Sumter County promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless Sumter County allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by Sumter County.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined as follows: where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved or by mutual acceptance of a lump sum (which may include an allowance for overhead and profit).

**Unit Price Work:** Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated



quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Sumter County Public Works.

Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

Where the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expenses as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

## **ARTICLE 12 - CHANGE OF CONTRACT TIME**

The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to Sumter County Public Works promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless Sumter County Public Works allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by Sumter County Public Works.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made. Such delays shall include, but not be limited to acts or neglect by Sumter County Public Works or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. All time limits stated in the Contract Documents are of the essence of the Agreement.

## **ARTICLE 13 -WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**Warranty and Guarantee:** Contractor warrants and guarantees to Sumter County Public Works that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted.

**Access to Work:** Sumter County Public Works or other representative of Sumter County, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

**Tests and Inspection:** Contractor shall give Sumter County Public Works timely notice of readiness of the Work for all required inspections, tests or approvals. If laws or regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, Contractor

shall assume full responsibility therefor, pay all costs in connection therewith and furnish Sumter County Public Works the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Sumter County Public Works' acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by Sumter County (unless otherwise specified).

All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to Sumter County Public Works and Contractor.

**Correction or Removal of Defective Work:** If required by Sumter County Public Works, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Sumter County Public Works, the Contractor must remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

**One Year Correction Period:** If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Sumter County Public Works and in accordance with Sumter County Public Works' written instruction, either correct such defective Work, or, if it has been rejected by Sumter County Public Works, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Sumter County Public Works may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

**Acceptance of Defective Work:** If, instead of requiring correction or removal and replacement of defective Work, Sumter County prefers to accept it, Sumter County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Sumter County's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to Sumter County's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Sumter County shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Sumter County may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Sumter County.

**Sumter County May Correct Defective Work:** If Contractor fails within a reasonable time after written notice of Sumter County to correct defective Work or to remove and replace rejected Work as required by Sumter County or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Sumter County may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the

rights and remedies under this paragraph Sumter County shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Sumter County may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which Sumter County has paid Contractor but which are stored elsewhere. Contractor shall allow Sumter County and its employees such access to the site as may be necessary to enable Sumter County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Sumter County in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Sumter County. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Sumter County shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Sumter County may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Sumter County rights and remedies.

**Contractor's Warranty of Title:** Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Sumter County no later than the time of payment free and clear of all Liens.

## **ARTICLE 14 – PAYMENT PROCEDURES**

**Review of Applications for Progress Payment:** Sumter County will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to Contractor indicating in writing Sumter County's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Sumter County's recommendation of final payment will constitute that the Contractor is entitled to final payment.

**Substantial Completion:** When Contractor considers the entire Work ready for its intended use, Contractor shall notify Sumter County in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Sumter County issue a certificate of Substantial Completion. Within a reasonable time thereafter, Sumter County and Contractor shall make an inspection of the Work to determine the status of completion. If Sumter County does not consider the Work substantially complete, Sumter County will notify Contractor in writing, stating the reasons therefor. If Sumter County considers the Work substantially complete, Sumter County will prepare a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion, There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

**Final Inspection:** Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Sumter County will make a Final Inspection.

**Final Payment and Acceptance:** If, on the basis of Sumter County Public Works' observation of the Work during construction and final inspection, final Application for Payment and accompanying documentation, payment will become due and will be paid by Sumter County.

**Contractor's Continuing Obligation:** Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or

final payment by Sumter County, nor the issuance of a certificate of Substantial Completion, nor any payment by Sumter County to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Sumter County nor any act of acceptance by Sumter County nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Sumter County Public Works will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

**Waiver of Claims:** The making and acceptance of final payment will constitute: a waiver of all claims by Sumter County against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Sumter County of any rights in respect of Contractor's continuing obligations under the Contract Documents; and waiver of all claims by Contractor against Sumter County other than those previously made in writing and still unsettled.

## **ARTICLE 15 -SUSPENSION OF WORK AND TERMINATION**

**Sumter County May Suspend Work:** Sumter County may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore as provided in Articles 11 and 12.

**Sumter County May Terminate:** Upon the occurrence of any one or more of the following events: if Contractor commences a voluntary case under any chapter of the bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or State law in effect at such time relating to the bankruptcy or insolvency; if a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency; if Contractor makes a general assignment for the benefit of creditors; if a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors; if Contractor admits in writing an inability to pay its debts, generally as they become due; if the Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule; if the Contractor disregards any Laws or Regulations of any public body having jurisdiction; if Contractor disregards the authority of Sumter County or; if Contractor otherwise violates in any substantial way any provisions of the Contract Documents; Sumter County may, after giving Contractor (and the surety, if there be one) seven days' written notice and to the extent permitted by laws and regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Sumter County has paid Contractor but which are stored elsewhere, and finish the Work as Sumter County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contact Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys



and other professionals and court and arbitration costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Sumter County. Such costs incurred by Sumter County may be credited to it by a Change Order, but when exercising any rights or remedies under this paragraph, Sumter County shall not be required to obtain the lowest price for the Work performed.

Where Contractor's services have been so terminated by Sumter County, the termination will not affect any rights or remedies of Sumter County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Sumter County will not release Contractor from liability.

Upon seven days' written notice to Contractor, Sumter County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

**Contractor May Stop Work or Terminate:** If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Sumter County or under an order of court or other public authority, or Sumter County Public Works fails to act on any Application for Payment within thirty days after it is submitted, or Sumter County fails for thirty days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to Sumter County terminate the Agreement and recover from Sumter County payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Sumter County Public Works has failed to act on an Application for Payment or Sumter County has failed to make any payment as aforesaid. Contractor may upon seven days' written notice to Sumter County stop the Work until payment of all amounts then due.

## **ARTICLE 16 –ARBITRATION**

All claims, disputes and other matters in question between Sumter County and Contractor arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, subject to the limitations of this Article 16. This agreement to arbitrate and any other agreement or consent to arbitrate entered in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to Sumter County for information. The demand for arbitration will be made within the ten-day period specified, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators will be a final judgment and may be entered and executed in any court having jurisdiction thereof and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act.

## ARTICLE 17 – MISCELLANEOUS

**Giving Notice:** Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the address specified in the parties' contract for the purpose of serving notice.

**Computation of Time:** When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

**General:** Should Contractor suffer injury or damage to person or property because of any error, omission or act of Sumter County or of any of Sumter County's employees or agents or others for whose acts Sumter County is legally liable, Contractor shall make a claim in writing to Sumter County within three days of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to Sumter County, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

**Environmental Impact:** The Contractor shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

**Noise:** All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

**Dust/Smoke:** All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions. Burning operations will be conducted only with written permission of Sumter County and/or appropriate regulatory agency. The Contractor shall be responsible for obtaining all permits and complying with all codes, ordinances, and regulations pertaining to the burning.

**Traffic:** Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

**Sedimentation:** All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins.

**Utility Service:** The Contractor will arrange for water service and temporary electrical service through the local agencies at his own expense.

**Sanitary Conveniences:** The Contractor shall provide adequate sanitary conveniences for use of those employed on the worksite, and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

**Utilities:** Utilities such as sewer, water, and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work.

**Maintenance During Construction:** The Contractor shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located. Upon completion of the Work, the Contractor shall remove all construction signs and barriers before final acceptance.

While undergoing improvements, the roads shall be kept open to all traffic by the Contractor. The Contractor shall keep the portion of the site being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated. The Contractor shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accepted and of constructing and maintaining such approaches, crossing, intersections, and other features as may be necessary without direct compensation.

**Barricades, Danger, Warning, & Detour Signs:** The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with all applicable laws and regulations. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use. As soon as construction advances to the extent that temporary barricades and signs are no longer needed to inform the traveling public, such signs shall be promptly removed. The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the Contractor is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the Contractor.

**Other:** The Contractor shall be responsible for all construction staking required to complete the Work.

It is the policy of Sumter County that no person or entity shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract on the grounds of race, color, creed, national origin, age, sex, or membership in any other protected class. Contractor warrants that it will comply with and enforce this policy.

Contractor will execute the Contract Documents within 15 days after the date of Sumter County's Notice of Award, unless otherwise agreed by Sumter County.

**Buy American:** By submitting this bid, the Contractor agrees that the Contractor, sub-contractors, material, men and suppliers in the performance of this Contract will give preference to domestic construction material.

**Standard Specifications:** This project will be constructed according to the Standard Specifications for the Construction of Transportation Systems, Latest Edition by the Georgia Department of Transportation.

**High Voltage Act:** The Contractor acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of this Contract.

END OF SECTION

# **Construction Specifications and Notes**

# Construction Specifications and Notes

All Work performed pursuant to the Contract Documents shall comply with the attached and the following specifications:

1. All roads must be swept and cleaned prior to the application of Bituminous Tack Coat. The cost of cleaning should be included in the cost per tons of plant mix asphalt.
2. Contractor shall clip the edge of pavement on all roads to be resurfaced prior to sweeping. The cost of clipping and spreading spoil material shall be included in the cost per ton of plant mix asphalt
3. Driveways aprons shall be paved the width of the driveway and extend out a minimum of 2 feet from the edge of pavement.
4. Side roads and turn lanes shall be paved to the end of the radii.
5. Bituminous tack coat shall be applied at a rate of .04 gallons/square yard.
6. Asphalt surface type shall be 9.5 MM, type 1.
7. Asphalt leveling shall be Open Graded Interlayer mix unless designated as "Spot Leveling" in which case 9.5 MM will be used.
8. Minimum spot leveling tonnage, if required, to be taken from surfacing quantities.
9. Temporary striping to be maintained on all intermediate courses on all roads 1 mile or longer.
10. Asphalt thickness for all paving shall be shown on Detail Sheets.
11. All roads to be resurfaced or maintenance work shall be striped in accordance with current GDOT Striping Specifications.
12. Asphalt for widening will 330 #/s.y. of 19 MM, Type 1.
13. Inside edge of widening trench to be cut 6 inches into edge of pavement.
14. Spoil material from trench to be placed and spread on shoulder.
15. Bottom of trench shall meet or exceed 95% compaction.
16. All work shall be completed by current GDOT specifications.

# **Details Sheets And MAPS**

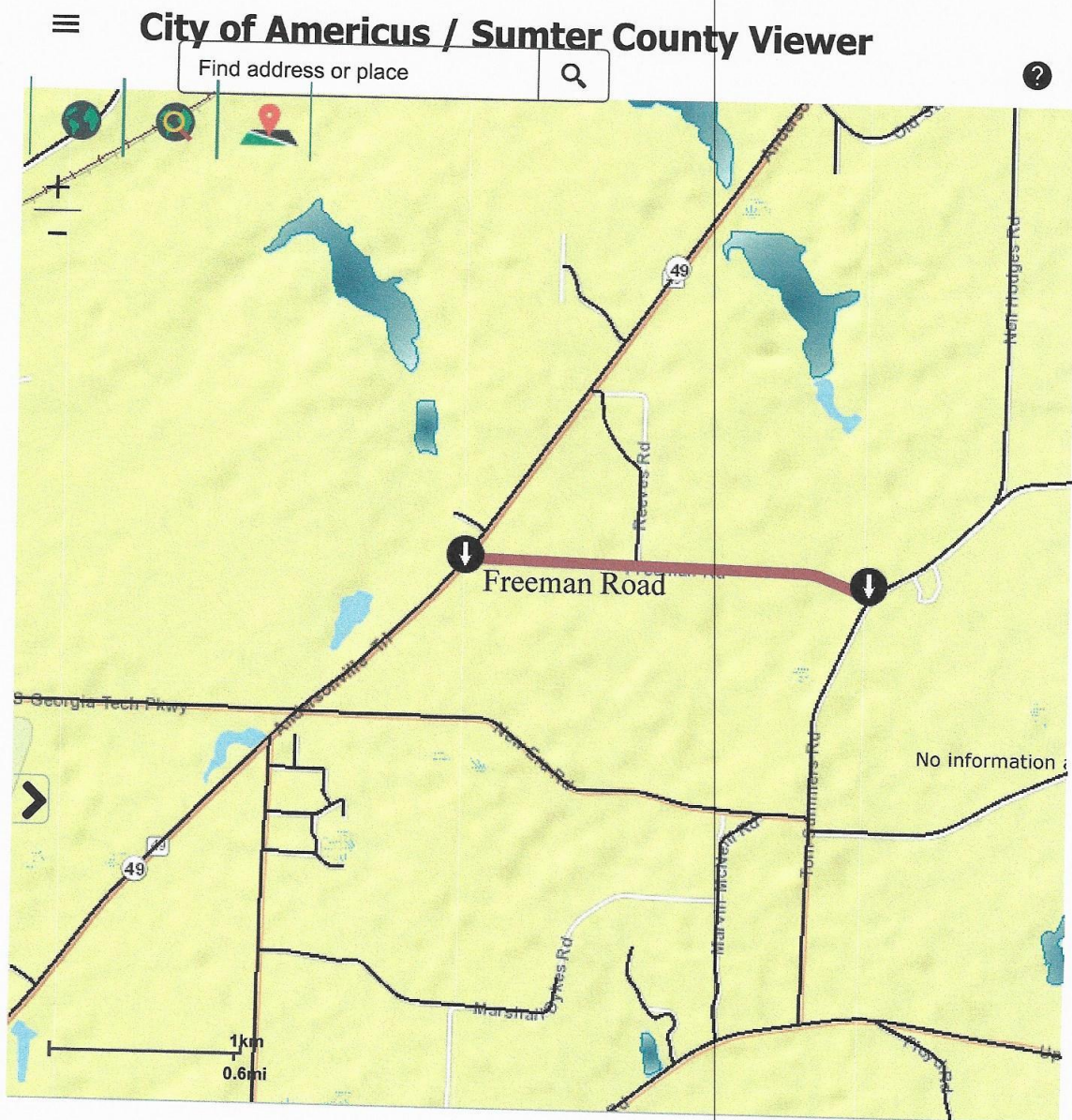
**Proposed 2017  
TSPLOST/SPLOST/LMIG  
Paving Project**

**Detail Sheet**

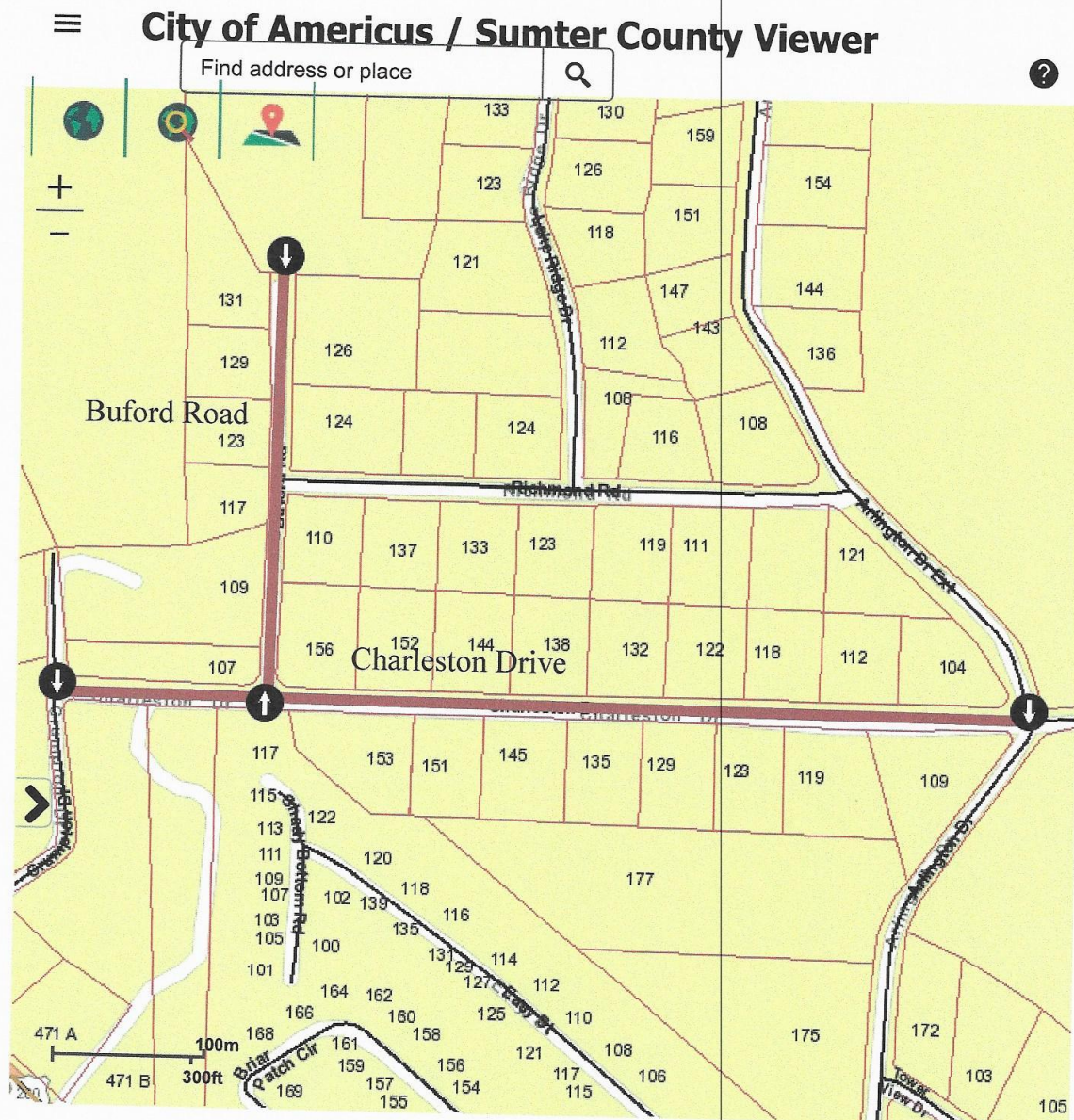
<b>TSPLOST/SPLOST</b>		<b>Surface</b>	
<b>Road Name</b>	<b>Miles</b>	<b>lbs. / SY</b>	<b>Remarks</b>
<b>Resurfacing</b>			
Freeman Road	1.3	135	Spot Leveling with 9.5 MM
Buford Drive	0.2	110	90 lbs. Open Graded Interlayer Leveling
Charleston Drive	0.4	110	90 lbs. Open Graded Interlayer Leveling
Old Dawson Road	2.2	110	90 lbs. Open Graded Interlayer Leveling
Satham Lake Front Road	0.6	110	90 lbs. Open Graded Interlayer Leveling
East Entrekin Road	0.7	110	90 lbs. Open Graded Interlayer Leveling
Selma Lane	0.1	110	90 lbs. Open Graded Interlayer Leveling
Boone Park	LS	220	With Spot Leveling with 9.5 MM
<b>Road Maintenance</b>			
Roy Circle		165	100' of Maint. Paving- Road Repair
Albany Annex Road	0.3	135	1,500' of Maint. Resurf.- Spot Leveling
Little Bear Branch Road		135	650' of Maint. Resurf.- Spot Lev. - 2 Locations
Satham Lake Front Road	1.1	135	5,700' of Maint. Resurf.- Spot Leveling
<b>6.9</b>			

<b>LMIG</b>		<b>Surface</b>	
<b>Road Name</b>	<b>Miles</b>	<b>lbs. / SY</b>	<b>Remarks</b>
Lexington Circle	0.7	110	90 lbs. Open Graded Interlayer Leveling
Arlington Drive	0.5	110	90 lbs. Open Graded Interlayer Leveling
Old Plains Highway	2.0	330	2' Shoulder widening- 19 MM
Sam Rodgers Road	4.0	110	90 lbs. Open Graded Interlayer Leveling
<b>7.2</b>			







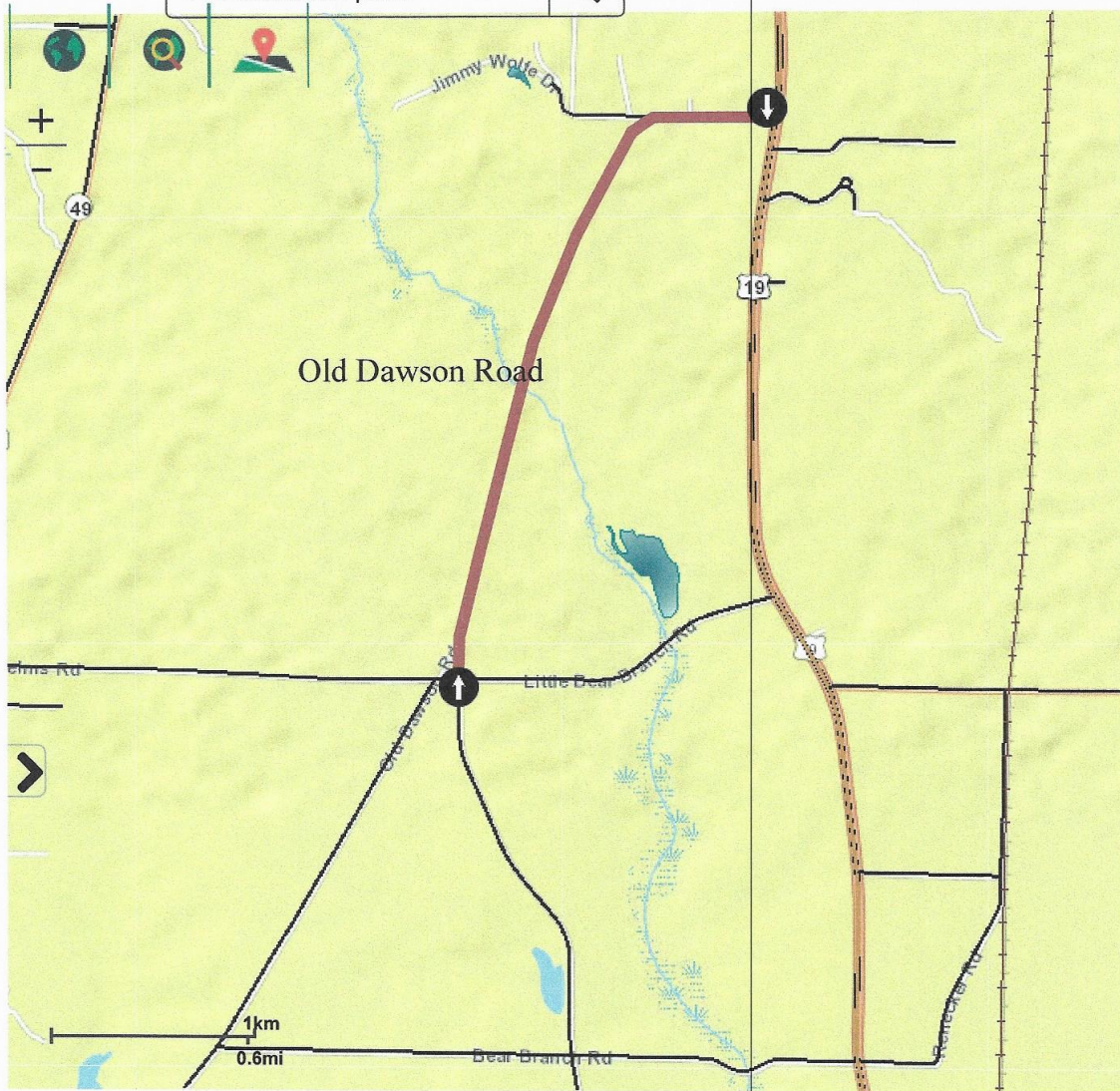






## City of Americus / Sumter County Viewer

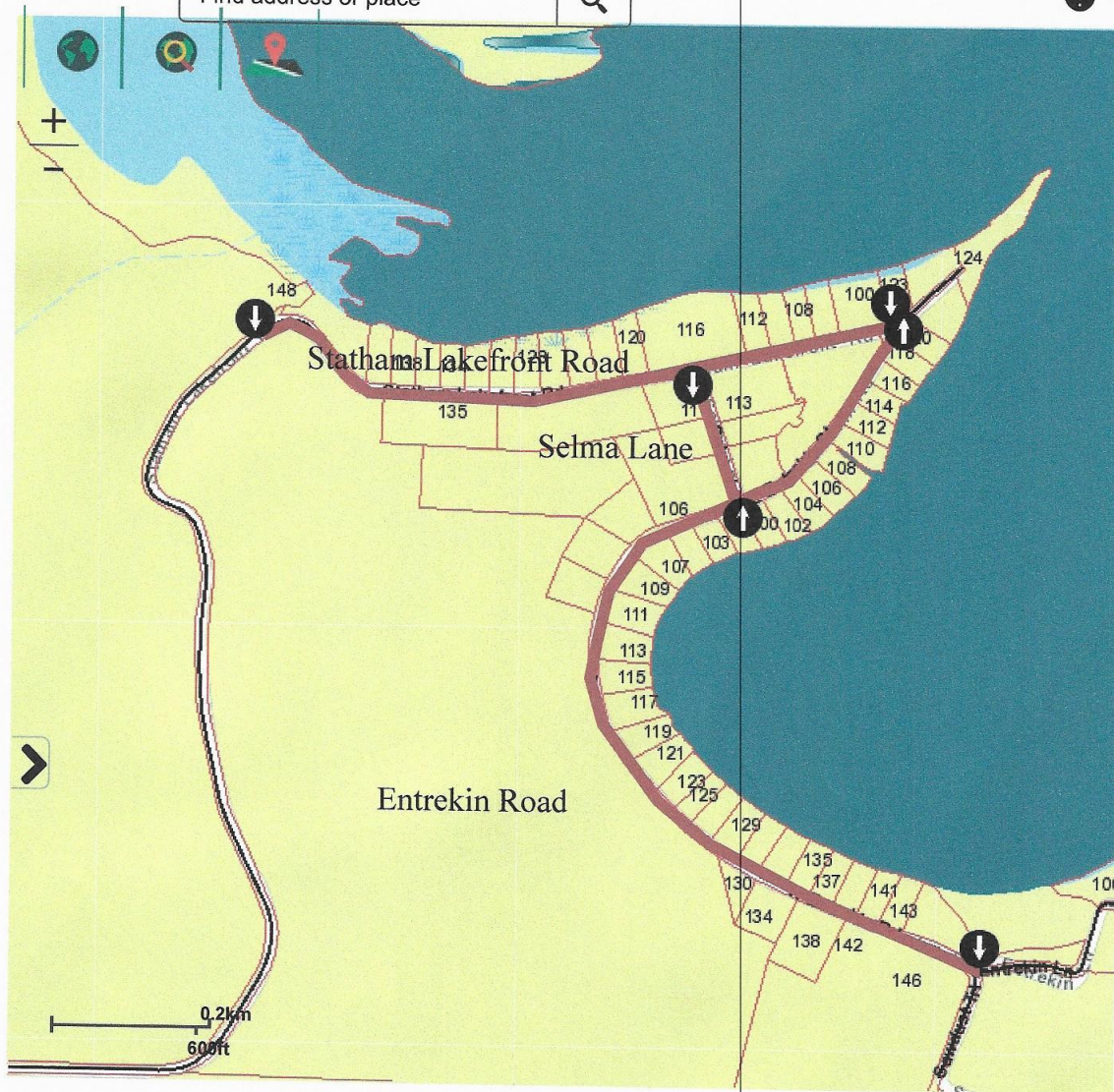
Find address or place





## City of Americus / Sumter County Viewer

Find address or place





## City of Americus / Sumter County Viewer

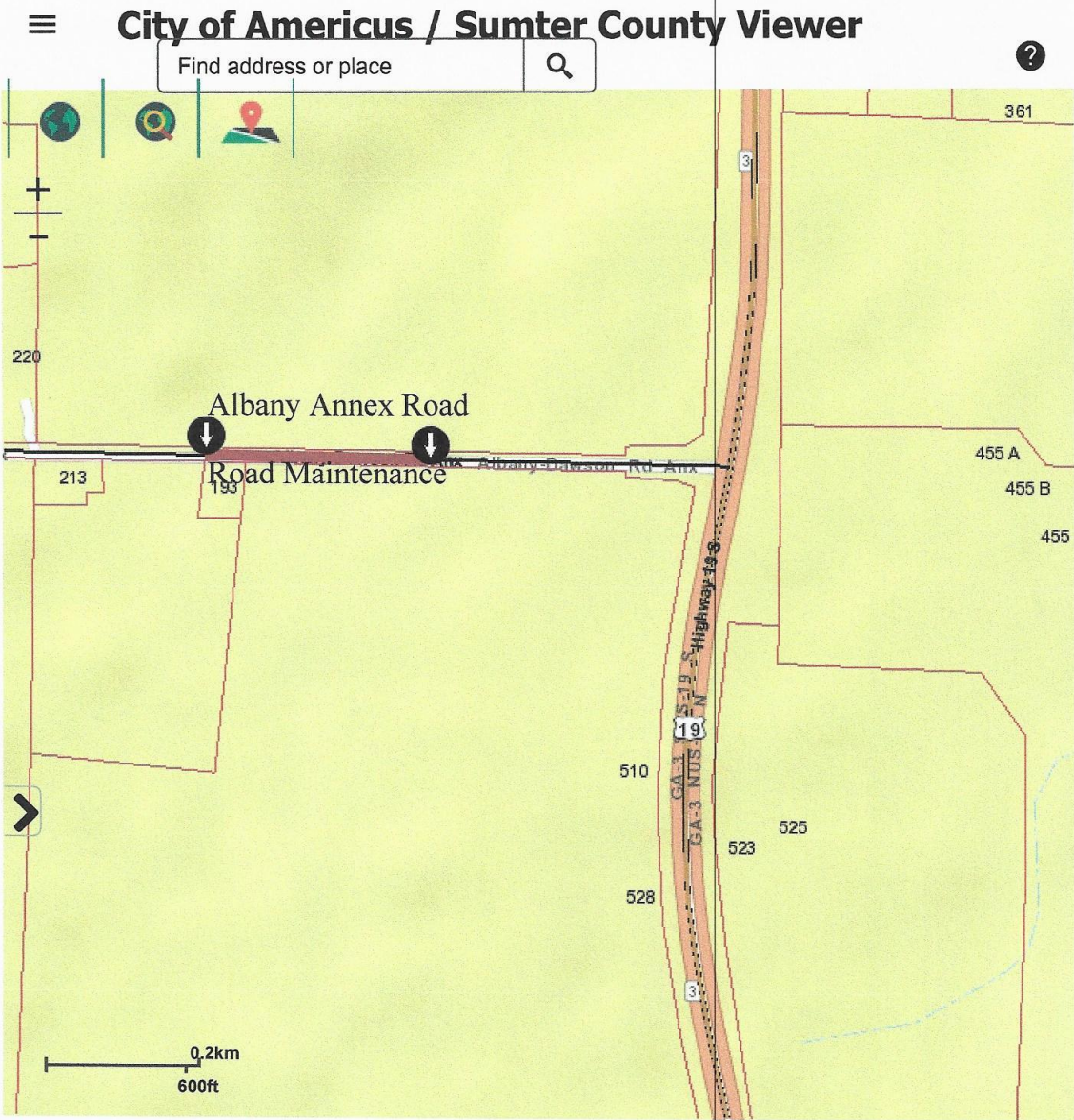




## City of Americus / Sumter County Viewer



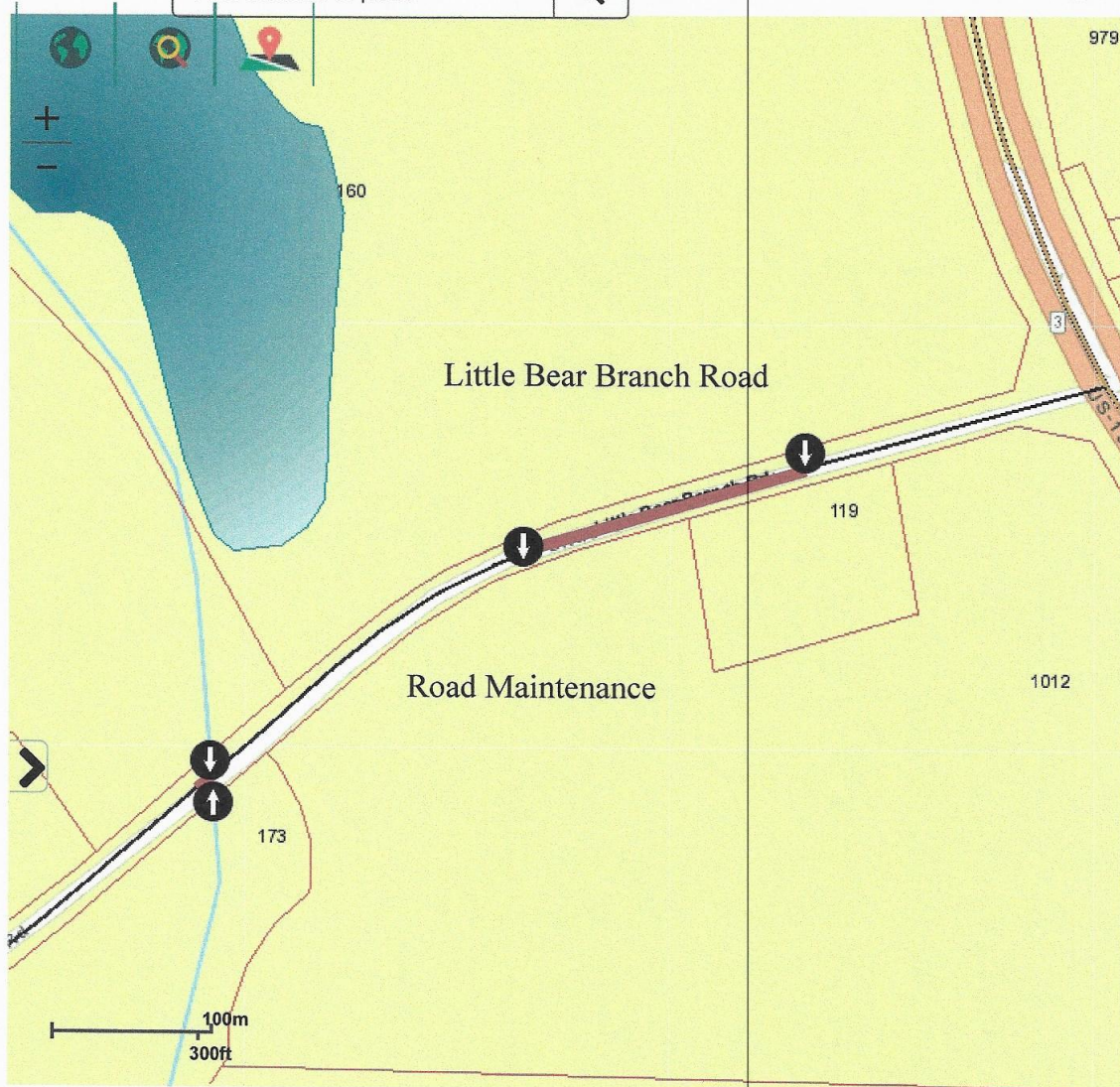




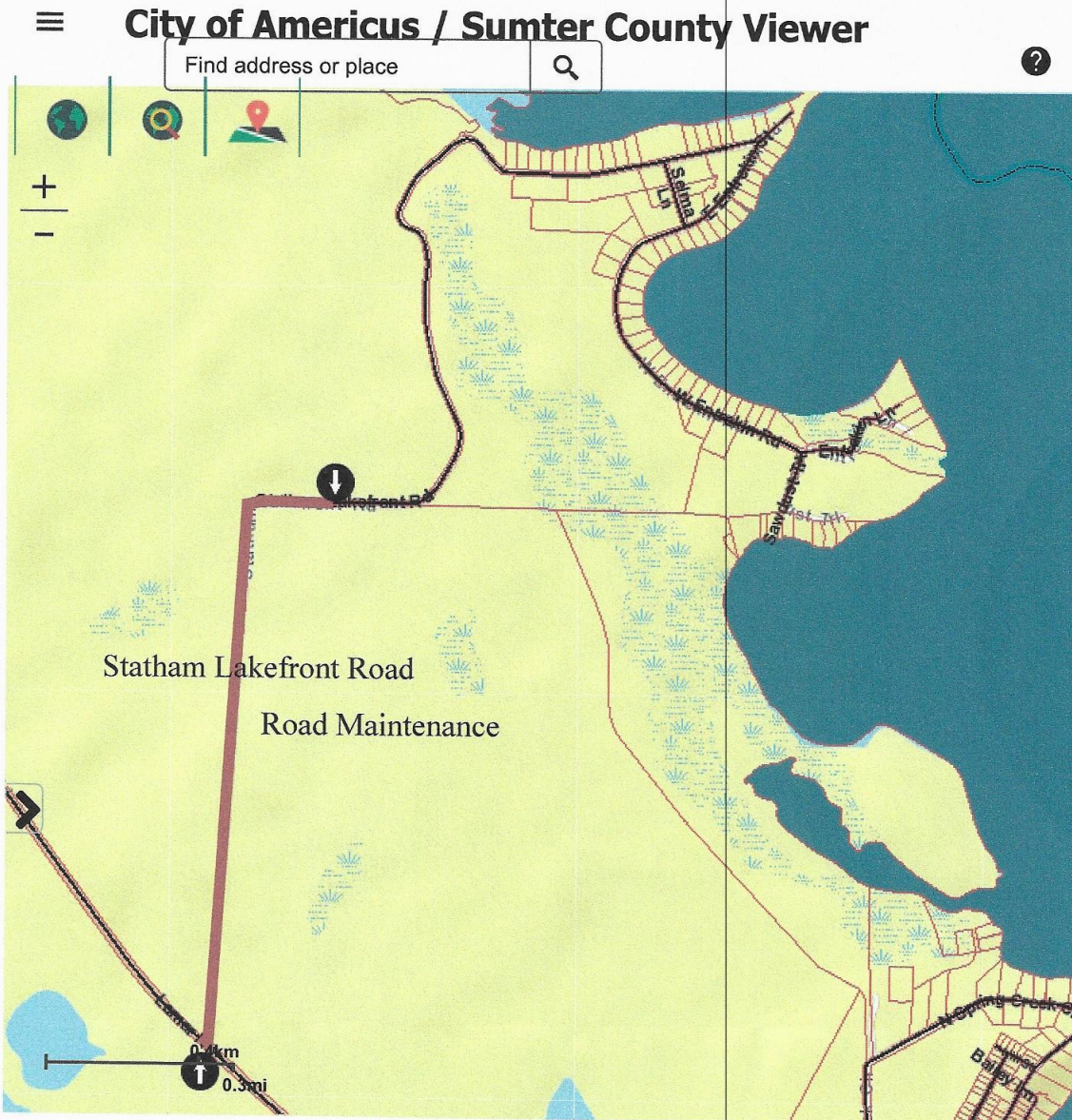


## City of Americus / Sumter County Viewer

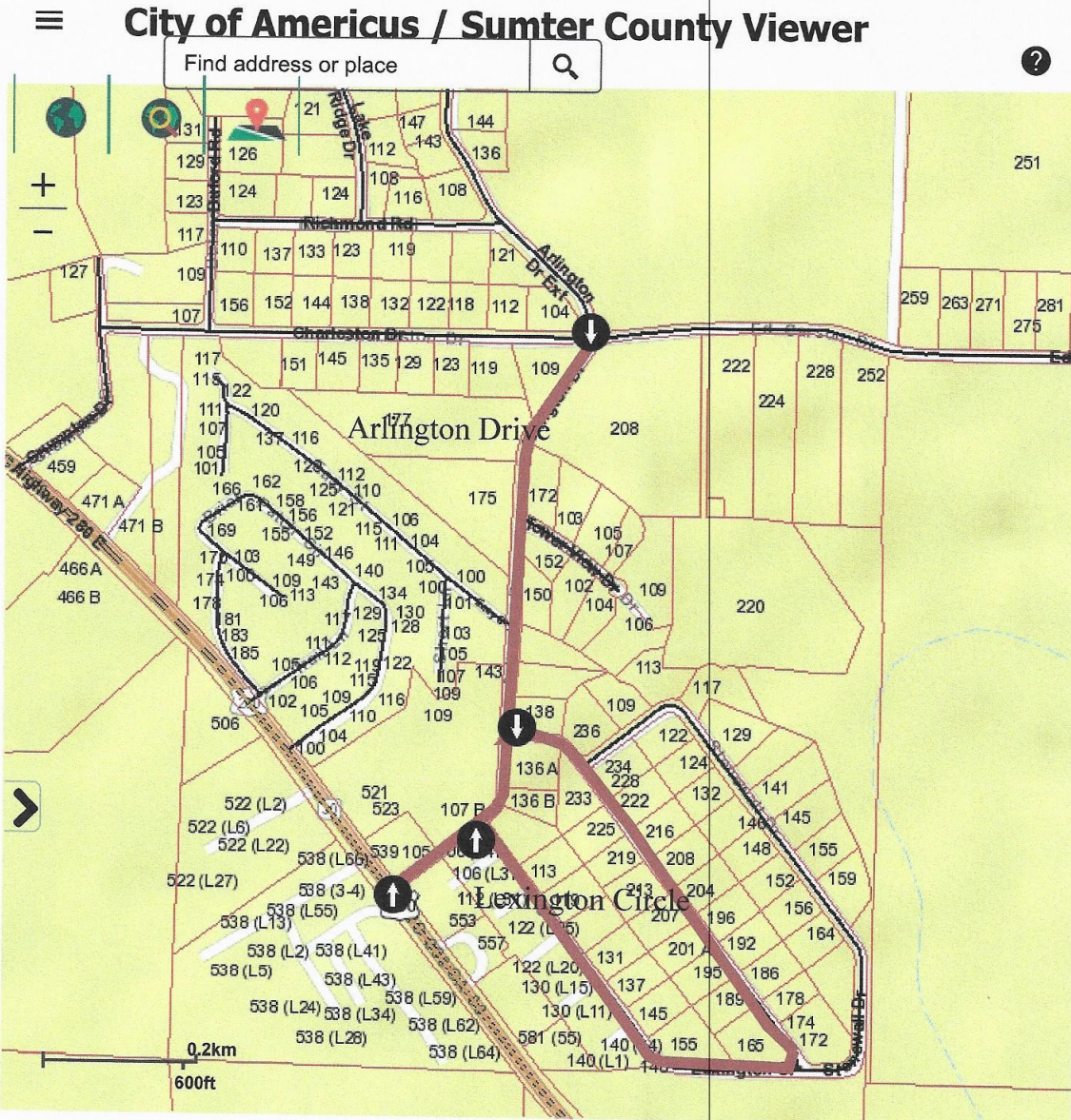
Find address or place





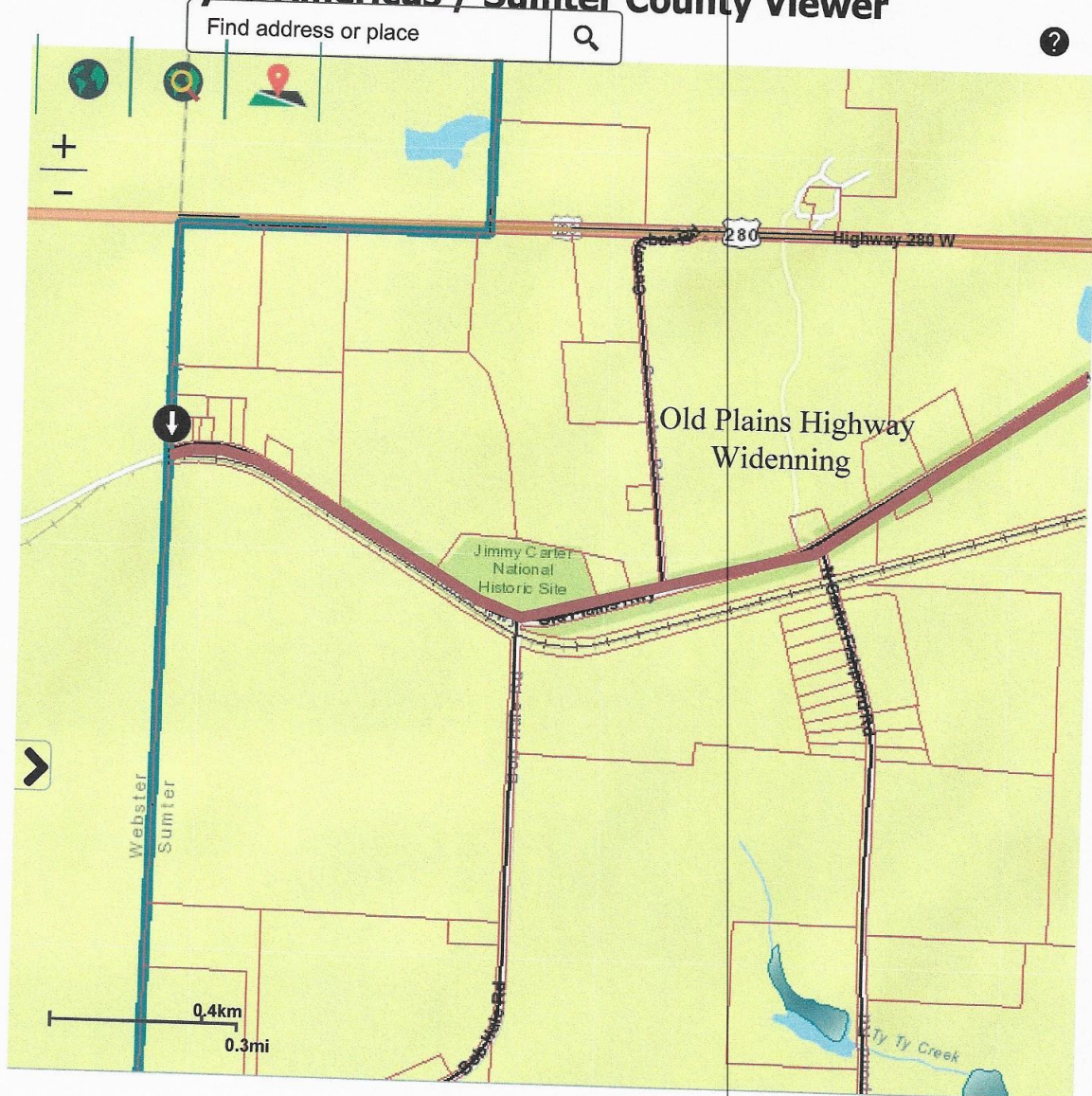






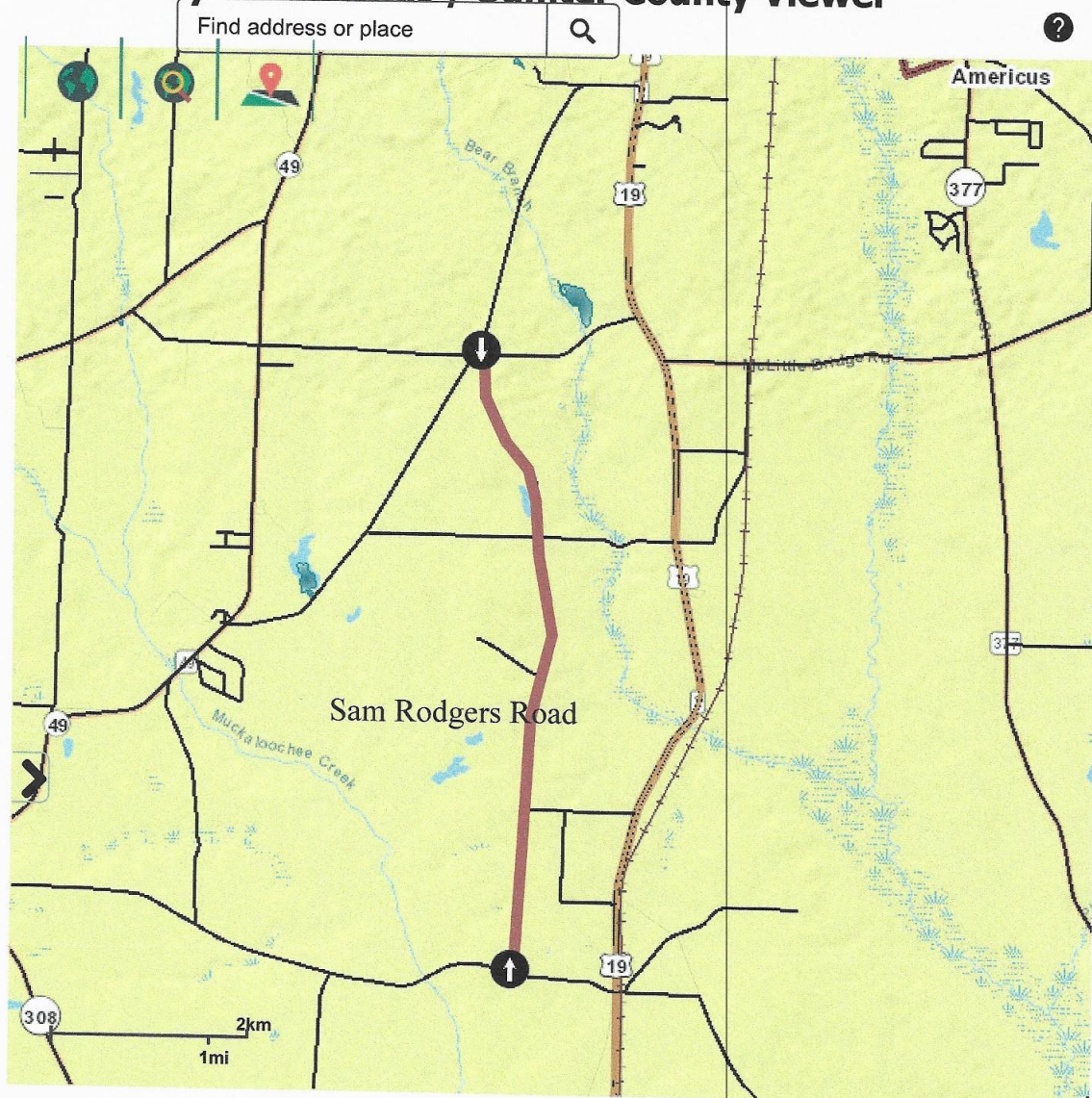


# City of Americus / Sumter County Viewer





## City of Americus / Sumter County Viewer



**AFFIDAVIT OF ACKNOWLEDGMENT**  
**AND NON-COLLUSION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned, \_\_\_\_\_, who, being duly sworn, deposes and states:

I am 18 years or older, and this Affidavit is based upon my personal knowledge and understanding.

I am a general partner or officer of the below named contractor (hereafter "Contractor") and am authorized to submit the attached bid.

I have carefully read and fully understand the Contract Documents for Sumter County's 2016 TSPLOST/SPLOST/LMIG Paving Projects, including, but not limited to the General Conditions, Specifications, and other documents incorporated into the Contract Documents pursuant to the proposed Contract.

Neither the Contractor nor any of its employees or agents has by any means prevented or attempted to prevent competition in responding to the invitation for bids, nor has Contractor or any of its employees or agents prevented or attempted to prevent anyone from submitting a bid. Furthermore, neither Contractor nor any of its employees or agents have caused or induced another to withdraw a bid.

Affiant further states that neither the Contractor nor any of its employees or agents has directly or indirectly violated O.C.G.A. § 36-91-21(d) or any other relevant state or federal laws or regulations.

Further, Affiant sayeth not.

Under seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contractor: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public  
My commission expires:



## GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

### CONTRACTOR AFFIDAVIT & AGREEMENT PURSUANT TO O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned (hereafter "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 Sumter County, Georgia, a political subdivision of the State of Georgia, 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 agrees that it will continue to use the federal work authorization program throughout the contract period and 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 further agrees to maintain records of such compliance and to provide a copy of each such verification to Sumter County at the time the subcontractor is retained to perform such service and in no event later than five business days after Contractor's receipt.

Under penalty of perjury, Contractor attests that the foregoing is true and that its federal work authorization user identification number and date of authorization are as stated below.

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

\_\_\_\_\_  
Date of Authorization for Federal Work  
Authorization User Identification Number

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

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

\_\_\_\_\_  
Name of County Project

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

\_\_\_\_\_  
Date Affidavit Executed

\_\_\_\_\_  
Title of Authorized Officer or Agent

Subscribed and sworn before me on this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ in  
\_\_\_\_\_ [city], \_\_\_\_\_ [state].

[NOTARY SEAL]

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

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

NOTE: A contractor or subcontractor who has no employees and does not hire or intend to hire employees for satisfying or completing the terms and conditions of any part or all of the original contract with the County shall instead provide a copy of the state issued driver's license or state issued identification card and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of any part or all of the original contract with the County. The driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States that verifies lawful immigration status prior to issuing a driver's license or identification card. If a contractor or subcontractor later determines that he or she will need to hire employees to satisfy or complete the physical performance of services under an applicable contract, he or she shall first comply with the affidavit requirements of O.C.G.A. § 13-10-91(b)(5).  
Updated 12/15/14

**SUMTER COUNTY BOARD OF COMMISSIONERS**

**2017 TPLOST/SPLOST/LMIG PAVING PROJECTS**

**BID FORM**

THIS BID IS SUBMITTED TO:

Sumter County Board of Commissioners  
P.O. Box 295  
500 East Lamar Street  
Americus, GA 31709

THIS BID IS SUBMITTED BY:

---

Contractor's Name

---

Name of Contractor's Agent Submitting Bid

---

Title of Agent Submitting Bid

---

Contractor's Address

---

Contractor's Phone

---

Contractor's Email

The undersigned Contractor proposes and agrees, if this bid is accepted, to enter into an agreement with Sumter County, in the form and according to the terms in the Contract Documents, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Contract Documents and in accordance with the other terms and conditions therein.

The Road List & Quantity Calculations shown in Summary of Work is for information only. The Contractor shall bid on the items listed in the bid form.

Contractor accepts all of the terms and conditions of the Advertisement or Invitation to Bid and instructions related thereto, including without limitation those related to the disposition of bid

security. This bid will remain subject to acceptance for 60 days after the day of bid opening.

In submitting this bid, Contractor represents, as more fully set forth in the Agreement, that it has examined copies of all the Contract Documents and the following Addenda related to the Work and the invitation to bid, receipt of all which is hereby acknowledged:

Date

Addenda Number

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This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation for purposes of collusion; Contractor has not directly or indirectly induced or solicited any other contractor to refrain from bidding; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over Sumter County.

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**Sumter County**  
**2017 TSPLOST/SPLOST/LMIG Paving Projects**

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>2017 TSPLOST/SPLOST</b>					
1	5,500	Tons	9.5 MM- Resurfacing	\$	\$
2	2,300	Tons	Open Graded Interlayer Mix	\$	\$
3	3,800	GLS	Tack Coat	\$	\$
4	7.0	Miles	Striping - Centerline	\$	\$
5	13.8	LM	Striping – Edge Lines	\$	\$
6	LS	LS	Traffic Markings-Stop Bar, RR	\$	\$
			Crossings, Etc.		
<b>SUBTOTAL 2017 TPLOST/SPLOST</b>				\$	
<b>2017 LMIG</b>					
1	3,900	Tons	9.5MM- Resurfacing	\$	\$
2	3,200	Tons	Open Graded Interlayer Mix	\$	\$
3	830	Tons	19MM- Widening	\$	\$
4	3,700	GLS	Tack Coat	\$	\$
5	7.2	Miles	Striping – Center Lines	\$	\$
6	14.4	LM	Striping- Edge Lines	\$	\$
7	LS	LS	Traffic Markings-Stop Bar, RR	\$	\$
			Crossings, Etc.		
<b>SUBTOTAL FOR 2017 LMIG</b>				\$	
<b>TOTAL BASE BID</b>				\$	

Signature

Title

DATE