



# MURRAY COUNTY COMMISSIONER'S OFFICE

P.O. Box 1129 • 121 North 4th Ave., Chatsworth, GA 30705  
Telephone 706-517-1400 • Fax 706-517-5193  
[www.murraycountyga.org](http://www.murraycountyga.org)

July 6, 2021

Mr. David McDaniel  
1975 Hwy. 52 East  
Chatsworth, GA 30705

**RE: Murray County Land Use Planning Commission Meeting June 15, 2021.**

Dear Mr. McDaniel:

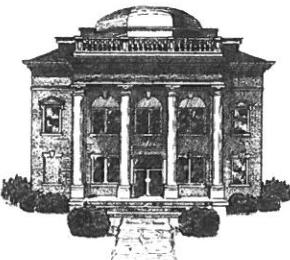
I have reviewed the actions of the Commission taken at the June 15, 2021 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

A handwritten signature in blue ink that reads "Greg Hogan".

Greg Hogan,  
County Commissioner





## MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4<sup>th</sup> Avenue, Chatsworth, Georgia 30705  
(706) 517-1400 ext. 1208 or 1231 Fax (706) 517-5893

[dbarnes@murraycountyga.gov](mailto:dbarnes@murraycountyga.gov)

June 17, 2021

Mr. Greg Hogan  
Murray County Commissioner  
121 N. 4th Avenue  
Chatsworth, GA. 30705

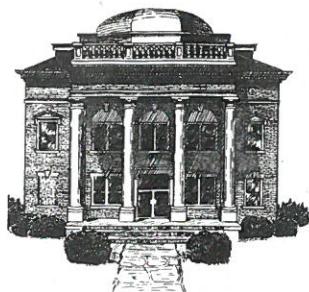
Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of June 15, 2021. Upon review, your approval and / or comments would be greatly appreciated.

Respectfully,

David McDaniel





# MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,  
Chatsworth, Georgia 30705  
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## Minutes

### Murray County Land Use Planning Commission Meeting

June 15, 2021

The Chairman, David McDaniel, called the meeting to order at 7:00 pm June 15, 2021. Other members present were Heath Harrison, Terry Wilson, Edward Dunn, and Dick Barnes, Land Use Administrator for Murray County and Debra Ellis, Land Use Secretary.

The first order of business on the Agenda was to approve the Agenda. Mr. Harrison made a motion to approve the Agenda as amended. Mr. Dunn seconded the motion. The motion carried.

The next order of business was to approve the minutes of the last meeting. Mr. Dunn made the motion to approve the minutes as written. Mr. Harrison seconded the motion. The motion carried.

There was no old business. New business was next on the Agenda.

Item 1 of new business was the Conditional use of property for a Family Cemetery, located in Land Lot 51, District 10, located at Kendrick Road; consisting of .50 acres, owned by Aaron and Rebekah Nolan. The Chairman asked if Mr. & Mrs. Nolan were present. Mr. Nolan was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes stated that Cemeteries in all zones are Conditional Use. He further stated approval is recommended. The Chairman asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. Mr. McDaniel opened the public hearing and asked Mr. Nolan to proceed with his presentation.

Mr. Nolan stated his infant child passed away. He stated they would like to create a cemetery on their property for family burial.

The Chairman thanked Mr. Nolan for his presentation. He asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He asked if there was anyone opposed to the proposal that would like to address the Council. There was no one.

The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Dunn made a motion to approve this proposal. Mr. Harrison seconded the motion. The motion carried.

Item 2 of new business was the Re-Classification of property from SR to AG located in Land Lot 309, District 10, located at Crandall Ellijay Road, consisting of 7.58 acres, owned by Jason Flood. Mr. McDaniel asked if Mr. Flood was present. Mr. Flood was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes stated



this is a mixed use area and does meet the requirements to be zoned Agriculture. Mr. Barnes stated zoned Agriculture there can be more than one home on the property without having to be subdivided. He further stated this property does not meet Commercial Agriculture requirements. Mr. Barnes stated approval is recommended. The Chairman asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. Mr. McDaniel opened the public hearing and asked Mr. Flood to proceed with his presentation.

Mr. Flood stated he is interested in selling the property and the buyers would like to build a smaller home or possibly put a mobile home on the property.

Mr. McDaniel asked Mr. Flood how many homes were expected to be on the property. Mr. Flood stated there would be one home on the property. Mr. Dunn asked Mr. Flood if the home would be stick built. Mr. Flood stated there is a possibility the home could be a mobile home. Mr. Barnes stated the minimum square footage for Agricultural zoning is five hundred eighty four square feet.

The Chairman thanked Mr. Flood for his presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to address the Council. There was no one. The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Dunn made a motion to approve the proposal. Mr. Harrison seconded the motion. The motion carried.

Item 3 of new business was the Re-Classification of property from SR to AG, located in Land Lot 92, District 10, located at East Dunn Road; consisting of 5 acres, owned by Ronald Hughes. The Chairman asked if Mr. Hughes was present. Mr. Hughes was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes stated this area is a mixed use area. He stated the property meets the minimum requirements for Agricultural zoning. Mr. Barnes stated approval is recommended. The Chairman asked Mrs. Ellis had all proper notifications been made. Mrs. Ellis stated they had. Mr. McDaniel asked Mr. Hughes to proceed with his presentation.

Mr. Hughes stated he would like to put a mobile home on the property. He also stated he would like to have some chickens and a horse for his grandchild.

The Chairman thanked Mr. Hughes for his presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to address the Council. There was no one. The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Wilson made a motion to approve the proposal. Mr. Dunn seconded the motion. The motion carried.

Item 4 of new business was the Re-Classification of property from SR to AG, located in Land Lot 172, District 8, located at Maple Grove Church Road, consisting of 17.71 acres, owned by Judy Evans. The Chairman asked if Ms. Evans was present. Ms. Evans was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. Mr. Barnes stated approval is recommended. Mr. McDaniel asked Ms. Evans to proceed with her presentation.

Ms. Evans stated she would like to rezone to Agriculture in order to sell the property.

The Chairman thanked Ms. Evans for her presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to



address the Council. There was no one. The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Harrison made a motion to approve the proposal. Mr. Wilson seconded the motion. The motion carried.

Item 5 of new business was the Re-Classification of property from SR to AG, located in Land Lot 123, District 9, located at Old Federal Road North, consisting of 5.63 acres, Owned by Tonya Langham. The Chairman asked if Ms. Langham was present. Ms. Langham was present. The Chairman asked Mr. Barnes if this proposal was in order for granting and if he had any comments. Mr. Barnes stated the proposal is in order for granting. He stated the property is part of the William Pannell property. He stated the property was split zoned Suburban Residential and Agriculture. Mr. Barnes stated the property owner would like it to be all Agriculture. Mr. Barnes stated approval is recommended. Mr. McDaniel asked Ms. Langham to proceed with her presentation.

Ms. Langham stated she would like the property to be zoned Agriculture. She stated she is building a house and would like to have some chickens and some cattle.

The Chairman thanked Ms. Langham for her presentation. He then asked Mrs. Ellis to enter the proposal into the record. Mr. McDaniel then asked if there was anyone there in favor of the proposal wishing to address the Council. There was no one. He then asked if there was anyone opposed to the proposal that would like to address the Council. There was no one. The Chairman closed the public portion of the meeting for discussion and a motion. Mr. Dunn made a motion to approve the proposal. Mr. Harrison seconded the motion. The motion carried.

The Chairman asked for a motion to adjourn. Mr. Dunn made the motion to adjourn the meeting. Mr. Harrison seconded the motion. The motion carried.

Respectfully Submitted,



Debra Ellis

Land Use Secretary



**RESOLUTION OF THE MURRAY COUNTY COMMISSIONER**

**WHEREAS**, The District Attorney's Office for the Conasauga Judicial Circuit serves Whitfield and Murray Counties, and is jointly funded by appropriations from the State Legislature and Whitfield and Murray counties, and,

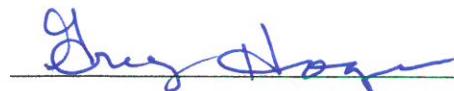
**WHEREAS**, some, but not all, of the attorney, clerical, and investigative staff employees of the District Attorney's Office are funded by the State of Georgia with all of the fringe benefits of State employees, including, medical, dental, and life insurance options, and retirement benefits; and,

**WHEREAS**, it is equitable and desirable by the District Attorney and the Murray County Commissioner to offer the same benefits package to similarly situated employees of the District Attorney's Office; and,

**WHEREAS**, as a result of the enactment of OCGA § 15-18-20.1 during the 1997 Session of the Georgia General Assembly, counties were thereby enabled to contract with the State through the Prosecuting Attorneys' Council in order to allow non-state paid District Attorney employees to be processed through the State payroll system, thereby entitling those employees to the same fringe benefits as other State employees;

**THEREFORE, BE IT RESOLVED** that unless and until such appointment shall be revoked or suspended, the Murray County Commissioner hereby authorizes and designates the Honorable Bert Poston, District Attorney of the Conasauga Judicial Circuit, and his successors, as its designee for the purpose of contracting with the State of Georgia, Prosecuting Attorneys' Council, in order to comply with the provisions of OCGA § 15-18-20.1, and the District Attorney shall be responsible for transferring to the State of the required funds as necessary for all compensation, benefits, travel, and other expenses for all such personnel.

**SO RESOLVED**, this 17th day of June, 2021.

  
\_\_\_\_\_  
Greg Hogan, Sole Commissioner

ATTEST:

  
\_\_\_\_\_  
Tommy Parker, County Manager (SEAL)





**STATE OF GEORGIA  
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA  
STATE PAID COUNTY REIMBURSED PERSONNEL (SPCR) CONTRACT  
FOR A COUNTY GOVERNING AUTHORITY**

**1. GENERAL CONTRACT PROVISIONS:**

(a) This contract is made and entered into by and between the **PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**, an agency of the Judicial Branch of the State of Georgia legally empowered to contract pursuant to O.C.G.A. §§ 15-18-44 and 15-18-20.1, and hereinafter referred to as the COUNCIL and the

**District Attorney for the Conasauga Judicial Circuit**  
P. O. Box 1086  
Dalton, Georgia 30722-0953

And

**The Murray County Board of Commissioners**  
Attention: Greg Hogan, Commissioner  
P.O. Box 1129  
4th Avenue  
Chatsworth, Georgia 30705

And

**The Whitfield County Board of Commissioners**  
Attention: Jevin Jensen, Commission Chair  
301 W. Crawford Street  
Dalton, Georgia 30720

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

(b) This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Clayton County, State of Georgia.

(c) Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the COUNCIL, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

**2. PERIOD OF CONTRACT:**

This contract is effective as of the 1<sup>st</sup> day of July, 2021, and shall terminate on the 30<sup>th</sup> day of June, 2022, unless terminated earlier under other provisions of this contract.

**3. COUNCIL AND CONTRACTOR CONTACT INFORMATION:**

(a) Mailing Addresses:



The mailing addresses, telephone numbers, and contact persons listed below for the COUNCIL and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the COUNCIL's division or office representatives or by the CONTRACTOR.

(1) The COUNCIL's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia  
Attn: Latoria J. Smith  
1590 Adamson Parkway, Fourth Floor  
Morrow, Georgia 30260-1755  
Telephone No: (770) 282-6364  
Email: [ljsmith@pacga.org](mailto:ljsmith@pacga.org)

(2) The CONTRACTOR'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

**The District Attorney of the Conasauga Judicial Circuit**  
Attention: Bert Poston  
P.O. Box 1086  
Dalton, Georgia 30722-9053  
Telephone No.: (706) 876-1300  
Email: [bposton@whitfieldcountyga.com](mailto:bposton@whitfieldcountyga.com)

**The Murray County Board of Commissioners**  
Attention: Greg Hogan, Sole Commissioner  
P. O. Box 1129  
Chatsworth, Georgia 30705  
Telephone No.: (706) 517-1400  
Email:

AND

**The Whitfield County Board of Commissioners**  
Attention: Jevin Jensen, Commission Chair  
301 W. Crawford Street  
Dalton, Georgia 30720  
Telephone No.: (706) 275-7500  
Email:

#### 4. SCOPE OF SERVICES:

(a) WHEREAS, O.C.G.A. § 15-18-20.1 authorizes "the governing authority of any county or municipality within the judicial circuit which provides additional personnel for the office of district attorney may contract with the Prosecuting Attorneys' Council of the State of Georgia to provide such additional personnel in the same manner as is provided for state paid personnel in this article. Any such personnel shall be considered state employees and shall be entitled to the same fringe benefits as other state paid personnel employed by the district attorney pursuant to this article. The governing authority of such county or municipality shall transfer to the COUNCIL such funds as may be necessary to cover the compensation, benefits, travel, and other expenses for such personnel;" and



(b) WHEREAS, the governing authority of **Murray and Whitfield Counties**, with the consent of the District Attorney for the **Conasauga Judicial Circuit** wish to provide additional personnel for the office of district attorney of said judicial circuit as provided in O.C.G.A. § 15-18-20.1.

(c) Whereas, the governing authority of said counties have, by appropriate resolution, copies of which are annexed hereto and incorporated herein by reference as fully set forth, authorized the District Attorney for the **Conasauga Judicial Circuit** to enter into this contract on behalf of said county as provided in O.C.G.A. § 15-18-20.1.

(d) NOW THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

(1) The COUNCIL agrees to:

(A) Prepare an annual budget, which identifies the anticipated personal services for such personnel in the judicial circuit. Such budget is attached hereto as **Annex A** and is made a part of this agreement by reference.

(B) Pay the personal services and such other expenses related to such personnel identified in Annex A of this contract under the provisions of O.C.G.A. § 15-18-20.1 from funds provided by the CONTRACTOR in accordance with provisions of this contract.

(2) The CONTRACTOR agrees to:

(A) Accept the monthly invoice and when verified as correct, pay the invoice in full. If the expenditure report is not correct, the COUNCIL shall be notified within ten (10) days of the date of the invoice.

(B) Pay to the COUNCIL an administrative fee in an amount set forth in the attached budget (Annex A). The administrative fee will be calculated at one percent (1.0%) of the actual costs incurred by the COUNCIL under this Contract. The amount of the administrative fee shall be included in the monthly bill and paid to the COUNCIL as set forth in this Contract.

(3) All notices, invoices, bills or other documents referred to in this contract shall be sent by e-mail.

## 5. PAYMENTS TO THE COUNCIL:

(a) The approved contract budget for the period of this contract is **\$497,252.60**.

(b) The COUNCIL will submit a monthly invoice for the costs associated with this contract not more than 10 days after the last day of the prior month. Any additional costs, above or beyond those associated with the normal monthly payroll, i.e., annual leave payouts,



forfeited leave payments, etc. will be included on the invoice to the CONTRACTOR for the following month or when identified.

- (c) The CONTRACTOR will pay the COUNCIL the amount specified in the monthly invoice each month regardless of the local sources of funding available to the CONTRACTOR. Payments must be made upon receipt. Payments are considered late if they have not been received by the COUNCIL by the last day of the month that the invoice is dated. Payments may be made by check or electronic funds transfer.
- (d) If the CONTRACTOR fails to pay the amount due for the payroll period, CONTRACTOR agrees that the COUNCIL may:
  - (1) Use any other funds, other than state appropriated funds, that may be available to the Council for the operations of the district attorney's office within such judicial circuit or which may be payable to such district attorney's office;
  - (2) Require that future payments be made by wire or electronic funds transfer, at Contractor's expense;
  - (3) Take any such action as may be necessary to enforce the contract; or
  - (4) Terminate the contract.

## **6. BUDGET LIMITATION:**

- (a) The CONTRACTOR will notify the COUNCIL in writing promptly whenever the amount of authorized funds is expected to exceed needs by more than \$5,000.00 or five percent (5.0%), whichever is greater. In such cases, the COUNCIL holds the option of making appropriate budget revisions and amending the contract as necessary to improve overall fund utilization.
- (b) If requested by the CONTRACTOR, the COUNCIL will provide a revised budget to the CONTRACTOR.

## **7. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:**

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the COUNCIL policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian.

## **8. CONFLICT OF INTEREST:**

The CONTRACTOR and the COUNCIL certify that the provisions of O.C.G.A. § 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

## **9. CONTRACT MODIFICATION/ALTERATION:**



- (a) No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties. Such modification shall be affixed to this contract as an amendment indicating the contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in sub-paragraph (b) immediately below.
- (b) In the event the sources of payment for services under this contract from the governing authority to the CONTRACTOR, or (appropriations made to the COUNCIL by the General Assembly of the State of Georgia) are reduced during the term of this contract, the COUNCIL has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract.

#### 10. **SEVERABILITY:**

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

#### 11. **TERMINATION:**

- (a) Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event the source of payment for services under this contract no longer exists or in the event the sum of all obligations of the COUNCIL incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the COUNCIL as of that moment. The certification by the Executive Director of the COUNCIL of the occurrence of the event stated above shall be conclusive.
- (b) Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the COUNCIL for failure of the CONTRACTOR to perform any of the provisions hereof. Should the COUNCIL exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel all obligations. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- (c) For Convenience. This contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the CONTRACTOR for any reason



upon 60 days prior written notice to the COUNCIL. This Contract may be terminated by the COUNCIL for any reason upon 30 days prior written notice to the CONTRACTOR.

(d) Upon termination of the contract, CONTRACTOR shall remit full payment for any outstanding balances owed to the COUNCIL within 30 days of such contract termination.

(1)

**12. DRUG-FREE WORKPLACE:**

(a) CONTRACTOR hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

(1) A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and

(2) CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

(A) The CONTRACTOR has made false certification hereinabove; or

(B) The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

(b) **COUNCIL PERSONNEL REGULATIONS:**

(1) CONTRACTOR shall perform its obligations hereunder in accordance with all applicable Federal, State, and local governmental laws and regulations now or hereafter in effect. CONTRACTOR and CONTRACTOR's personnel shall also comply with all applicable State and COUNCIL policies, procedures, and standards in effect during the performance of the Contract, including but not limited to COUNCIL policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. CONTRACTOR agrees that any failure by CONTRACTOR or CONTRACTOR's personnel to comply with any of the obligations of this Section may be treated by COUNCIL as a material breach of this Contract by CONTRACTOR.

(2) Except as provided in COUNCIL Policy 4.11 relating to State-Paid, County Reimbursed (SPCR) Personnel, incorporated herein by reference, personnel compensated pursuant to this agreement are subject to the Rules adopted by the COUNCIL pursuant to O.C.G.A. § 15-18-19(c).

(3) Personnel paid pursuant to this contract shall be entitled to annual, sick, and miscellaneous leave and administrative time on the same basis as other state paid personnel. In the event that any such employee dies, resigns or otherwise terminates employment during the term of the contract, such employee will be paid for any unused annual leave, up to a maximum of 360 hours as terminal leave pay. The CONTRACTOR agrees to pay the cost of such terminal leave upon receipt of an invoice from the COUNCIL.



(4) In the event that an employee who is paid pursuant to this contract retires as a vested employee with the State of Georgia during the term of this contract, CONTRACTOR shall pay the cost associated with forfeited and unused leave that such employee accrued during the term of this contract and any extensions thereto.

(c) **NONDISCRIMINATION**

(1) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

(2) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the COUNCIL.

(d) The COUNCIL is an Equal Opportunity employer. A copy of the COUNCIL's Equal Employment Opportunity Utilization Report is available on the COUNCIL's website or upon request by the CONTRACTOR.

(e) **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

(f) **COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Contractor certifies that it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees as specified in Annex C, attached hereto and incorporated herein by reference.

(g) **LIMITATIONS ON PAY INCREASES IN LAST 12 MONTHS OF EMPLOYMENT PRIOR TO RETIREMENT.** CONTRACTOR acknowledges that that O.C.G.A. §§ 47-2-120, 47-2-123, 47-2-334, 47-2-353 provides that any salary increase granted to a person subject to the provisions of this contract who is a member of the Employees Retirement System of Georgia (ERS) which is in excess of 5 percent over the 12 months immediately prior to such person's retirement date may result in the COUNCIL being charged the actuarial cost to the retirement system of any such increase. In such an event,



CONTRACTOR agrees to pay the cost of any such actuarial cost as determined by ERS..

(h) **WORKERS COMPENSATION.** The Contractor agrees to comply with State laws regarding Workers Compensation and to reimburse the Council for any costs resulting from a Workers Compensation award not otherwise provided for in the budget.

**13. ENTIRE UNDERSTANDING:**

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

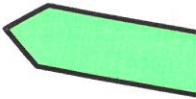
**14. CONTRACT ANNEX INCLUSION:**

This contract includes annexes as listed below, which are attached hereto and incorporated herein:

Annex A	Contract Budget.
Annex B	Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit and Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose.
Annex C	Contractor Affidavit for compliance with the Georgia Security and Immigration Compliance Act under O.C.G.A. § 13-10-91(b)(1).

**15. OPEN RECORDS ACT:** this contract is subject to the provisions of the Georgia Open Records Act.





**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures the day and year first above written.

**CONTRACTOR EXECUTION:**

Signature

\*\*Date signed by CONTRACTOR

\*The Honorable Bert Poston  
District Attorney, Conasauga Judicial Circuit  
P. O. Box 1086  
Dalton, Georgia 30722-0953  
(706) 813-1300

  
Signature  
Greg Hogan

Printed Name

06-17-21

\*\*Date signed by COMMISSIONER

Greg Hogan, Sole Commissioner  
Murray County Board of Commissioners  
Designee for Murray County  
P.O. Box 1129  
121 N. 4th Avenue  
Chatsworth, Georgia 30705  
(706) 517-1400

Signature

Printed Name

\*\*Date signed by COMMISSION CHAIR

Jevin Jensen, Commission Chair  
Whitfield County Board of Commissioners  
Designee for Whitfield County  
301 W. Crawford Street  
Dalton, Georgia 30720  
(706) 275-7500

Written authority may be required as an attachment which proves that the signer has the authority to sign for the CONTRACTOR.

**COUNCIL EXECUTION:**

Signature

\*\*Date signed by Council

Peter J. Skandalakis  
Executive Director  
Prosecuting Attorneys' Council of Georgia  
1590 Adamson Parkway, Fourth Floor  
Morrow, Georgia 30260-1755

\*\*Must be a date equal to or earlier than the effective date of the contract as specified in paragraph #2 of this contract.



Attach Annex A      Contract Budget



Cost Estimates

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SOCIAL POLICIES

Dept.	Name	Title	ED	Based (February)	% Increase	Supplement	Monthly	Monthly Total	Annual Compensation	FICA	SHB @ 7.65%	SHB @ 24.63%	ERG @ 24.63%	Workers' Comp	Unemployment	Merit - 20% of Salary	Estimated Total Liability
41822213	Arnold, Jennifer Ann	Secretary	00898607	\$3,015.17			\$3,015.17	\$36,182.04	\$2,765.93	\$10,655.61	\$8,911.64	\$652.17	\$38.09	\$74.17	\$59,890.57	\$59,890.57	
41822213	Hogan,Linda F	Secretary	00898674	\$4,405.42			\$4,405.42	\$42,865.04	\$4,044.18	\$15,568.75	\$13,200.66	\$652.17	\$38.09	\$108.37	\$59,890.92	\$66,896.18	
41822213	Lance,Angela Colleen	Secretary	00972041	\$2,761.17			\$2,761.17	\$33,134.04	\$2,532.75	\$7,757.97	\$8,160.91	\$652.17	\$38.09	\$67.92	\$59,890.92	\$54,944.79	
41822213	Parker,April L	Investigator (JUD)	009600389	\$4,999.58			\$4,999.58	\$49,994.96	\$4,588.61	\$17,668.52	\$14,770.76	\$652.17	\$38.09	\$122.99	\$59,890.92	\$98,442.02	
41822213	Rodriguez,Lydia	PS-Advocate (ML)	009870569	\$3,015.17			\$3,015.17	\$36,182.04	\$2,767.93	\$10,655.61	\$8,911.64	\$652.17	\$38.09	\$74.17	\$59,890.57	\$59,890.57	
41822213	Snyder, Kelly Fuqua	PS-Advocate (ML)	00962196	\$3,015.17			\$3,015.17	\$36,182.04	\$2,767.93	\$10,655.61	\$8,911.64	\$652.17	\$38.09	\$74.17	\$59,890.57	\$59,890.57	
41822213	Wise,Mary Danielle	PS-Advocate (ML)	00960278	\$3,659.67			\$3,659.67	\$43,916.04	\$3,356.58	\$12,933.27	\$10,616.52	\$652.17	\$38.09	\$90.03	\$59,890.92	\$72,404.62	

1% Admin Fee

Estimated FY 2022 Contract \$497,252.60



**Attach Annex B** Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit or Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose.



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

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

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

---

Federal Work Authorization User Identification Number

---

Date of Authorization

---

Name of Contractor

---

Name of Project

---

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).



---

Signature of Authorized Officer or Agent

---

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTARY PUBLIC

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



*Splost*  
*John*  
**MURRAY COUNTY FEED AND SEED, INC.**

221 North Second Avenue  
 Chatsworth, GA 30705  
 706-695-7490



Customer's Order No.		Date <u>3/23</u> <u>20</u> <u>21</u>					
Name		<u>Murray County Rec Dept</u>					
Address		Phone:					
SOLD BY <u>BR</u>	CASH	C.O.D.	CHARGE ✓	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION			17800	PRICE	AMOUNT	
1	Bad Boy Rogue			Due Date 4-8-21	Acct # 450-4200-201310		
				PO #	Approved to be paid out of General Fund		
	3561			By	<u>JK</u>		
	8561 KW						
<u>BR G61351A01210095</u>							
1	Advantage chute			2019 SPLOST Rec. Facility Eq/Ind Mower 310-6100-21-01			
2	years Part of Barber						
Terms: Due in full by the 15th of the following month. 112% interest (18% annual) added on all accounts over 30 days.							
By <u>JK</u>							
All claims and returned goods MUST be accompanied by this bill.							
Received By <u>Steven Grubbs</u>				TAX <u>  </u>			
				TOTAL <u>9000 00</u>			

GS-202-3  
 PRINTED IN U.S.A.



*Thank You*



randall brackett firetruck repair  
P.O Box 36  
Dallas, GA 30132 US  
+1 7704451270  
brooke@brackettfire.com

## Invoice



**RANDALL BRACKETT**  
FIRE TRUCK REPAIR

BILL TO  
Dewayne Bain  
Murray County Fire Department  
121 N Fourth Avenue  
Chatsworth, Ga 30705

SHIP TO  
Dewayne Bain  
Murray County Fire Department  
121 N Fourth Avenue  
Chatsworth, Ga 30705

INVOICE #	DATE	TOTAL DUE	DUUE DATE	TERMS	ENCLOSED
4541	04/20/2021	\$55,000.00	05/20/2021	Net 30	

P.O. NUMBER  
03 pierce

SALES REP  
randall

ACTIVITY	QTY	RATE	AMOUNT
2003 pierce 4P1CT02M83A003223 75,000 for truck/ Took in truck for trade 20,000.	1	55,000.00	55,000.00
		BALANCE DUE	<b>\$55,000.00</b>

2019 S PLOST  
P. b. Safety Vehs./Eq  
Used fire truck  
304-3800-21-02

3800  
S PLOST DMS

4-22-21  
20629  
4-22-21  
450-4200-201304



**YANCEY**



Albany	Augusta	Calhoun	Dublin	Gwinnett	Savannah
(229) 435-6262	(706) 790-1300	(706) 629-0776	(478) 272-1661	(770) 963-6868	(912) 964-7150
Atlanta	Brunswick	Columbus	Faulkville	Macon	Valdosta
(770) 941-2300	(912) 265-5010	(706) 653-0043	(912) 748-1711	(478) 788-1773	(229) 242-8610

**SOLD TO**  
 MURRAY COUNTY  
 PO BOX 1129  
 CHATSWORTH GA 30705-1129

**SHIP TO**  
 CHATSWORTH  
 684 HIGHWAY 52 EAST  
 CHATSWORTH GA 30705

INVOICE NUMBER PSOWO NO.	INVOICE DATE DOC. DATE	CUSTOMER NUMBER PC LC	CUSTOMER ORDER NUMBER MC	STORE SHIP VIA	DIV	SALESMAN	TERMS	PAGE
K0057201	01-31-21	903497	4000-20	CO	R	186	2	1
K00572	01-31-21		10 WILL CALL				INV SEQ NO.	
AA	320EL	WBK01968		EQUIPMENT NUMBER	METER	READING	681837	MACH ID NO.
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT	PRICE	.0	EM201380	EXTENSION

CONTACT CLIENT: MURRAY CTY

1.0	ID NO: EM2013804 SERIAL NO: 0WBK01968 HEX 320/323 W/ HYD THUMB - 320EL Shift: Single	82424.20
	PIN: *CAT0320ECWBK01968*	

\*\* INVOICE COPY \*\*

2019 SPLOST

302.4000.21.04

Vehicles / Public Works Equip.

CAT 320 EL EXCAVATOR

Date Received 6-3-21  
 Vendor # 23102  
 Due Date 6-3-21  
 Acct # 450-4200-201302  
 PO #   
 Approved to be paid out of  
 General Fund  
 By: [Signature]

ORIGINAL

**INVOICE**

USD

PAY THIS AMOUNT ►  
 AMOUNT CREDITED ►

82424.20

MAKE ALL REMITTANCES TO: YANCEY BROS. CO., DRAWER CS 198757, ATLANTA, GEORGIA 30384-8757  
 INTEREST AT THE RATE OF 1 1/2% PER MONTH WILL BE CHARGED ON OVERDUE AMOUNTS.



## Murray County Government Disposal of Surplus Inventory

The following items of county property have been determined to be unserviceable and/or no longer cost effective for the county to operate or maintain. As a result, these items have been declared surplus inventory by the Murray County Commissioner. Therefore, the Commissioner has directed the county's Financial Officer to dispose of these items to the highest bidder in the setting that would achieve the greatest financial benefit for the county, and that those proceeds be returned to the county's General Fund. In the event that no bids are received, or if the item is in such a state of disrepair that storage and handling would exceed any possible bid proceeds, then the item would be sold for salvage value or disposed of as waste.

### Surplus Property List:

• 2002 Ford Crown Vic	2FABP7BV2BX104022
• 2009 Ford Crown Vic	2FAFP71V88X164172
• 2013 Ford Taurus	1FAHP2L80DG109525
• 2014 Dodge Charger	2C3CDXAT3DH722622



---

Greg Hogan

County Commissioner



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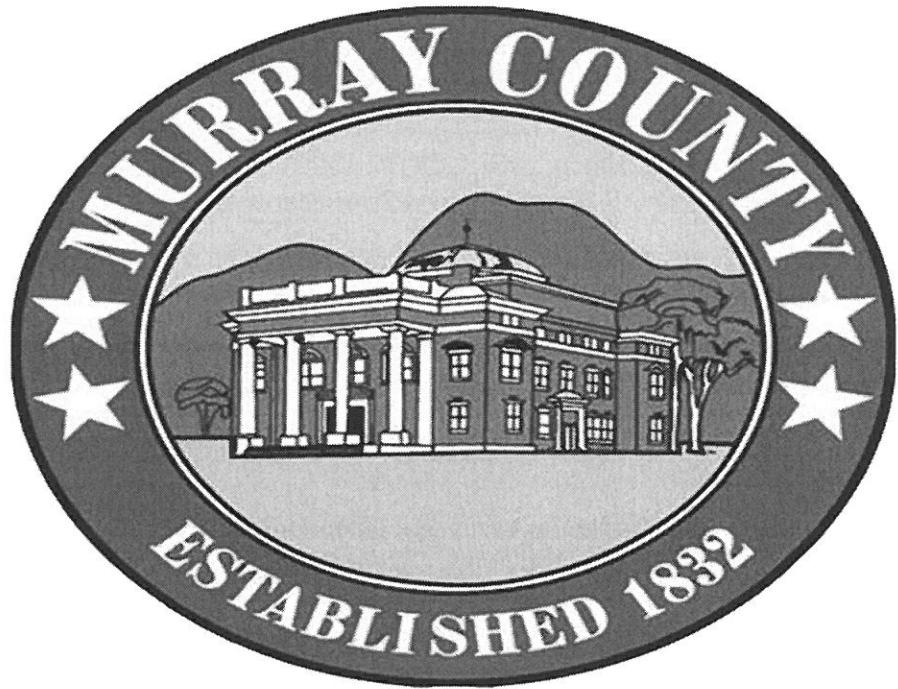
Tommy Parker

County Clerk

Date \_\_\_\_\_



Murray County, GEORGIA



**CONTRACT DOCUMENTS**

For

**PROJECT:**

**2021 LMIG-COUNTY LEVELING /**

**RESURFACING**

**MURRAY COUNTY PROJECT NO.**

**PW-2021-LMIG-COUNTY**

**MURRAY COUNTY PUBLIC WORKS**

**684 HWY 52 E**

**CHATSWORTH, GEORGIA 30705**

**Invitation for Bids**  
General Paving Services  
2021 LMIG-COUNTY

Murray County Government will be receiving sealed bids for all material, labor, tools, skill, equipment, and incidentals unless noted otherwise for the project entitled:

**2021 LMIG-County Road Leveling / Resurfacing Project  
Murray County Project # PW-2021-LMIG-County**

This includes an approximate total 34.121 mile of leveling / resurfacing on thirty-three (33) different county roads that need an asphalt overlay using GDOT LMIG funding. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the bid package, contract, related documents and State and Federal Law.

Bid documents may be obtained free of charge by picking up in person at the Murray County Public Works Department located at 684 Hwy. 52 E. Chatsworth, Georgia 30705.

Bid documents for this project may be obtained electronically via Murray County Government Webpage  
<https://www.murraycountyga.org>

The project shall be Substantially Complete within **160** calendar days from the date of notice to proceed of the contract. Bidders must agree to pay as liquidated damages the sum of **\$300.00** per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Murray County Commissioner's Office will receive bids until 10:00 am on **June 1, 2021 at 121 N. 4<sup>th</sup> Ave Chatsworth, Georgia 30705**. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud at this time. All interested parties are invited to attend.

Each sealed envelope containing a proposal must be plainly marked on the outside "Murray County 2021 LMIG-County Road Leveling / Resurfacing Project".

Contract Documents may be examined at the following location:

**Murray County Commissioner's Office  
121 N. 4<sup>th</sup> Ave.  
Chatsworth, Georgia 30705**

No BIDDER may withdraw his bid within (60) days after the date of Bid opening.

Each Bidder is required to submit a completed "BID" documents. The bidder must also comply with the Federal S.A.V.E. and E-verify Programs.

All Bidders are required to provide a Construction Performance and Construction Payment Bond.

Murray County Government reserves the right to waive any informality or to reject any or all bids and to re-advertise.

Anyone seeking to bid on and/or perform work on this project must be prequalified by the Georgia Department of Transportation.

## TABLE OF CONTENTS

	<u>PAGE</u>
<b><u>SECTION 0100 – INFORMATION FOR BIDDERS</u></b>	
RECEIPT AND OPENING OF BIDS .....	0100-1
PREPARATION OF BID .....	0100-1
TELEGRAPHIC MODIFICATION .....	0100-2
QUALIFICATIONS OF BIDDERS .....	0100-2
BID SECURITY .....	0100-2
LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT .....	0100-3
TIME OF COMPLETION AND LIQUIDATED DAMAGES .....	0100-3
CONDITION OF WORK .....	0100-3
ADDENDA AND INTERPRETATIONS .....	0100-3
SECURITY FOR FAITHFUL PERFORMANCE .....	0100-4
POWER OF ATTORNEY .....	0100-4
NOTICE OF SPECIAL CONDITIONS .....	0100-4
LAWS AND REGULATIONS .....	0100-4
METHOD OF AWARD .....	0100-4
OBLIGATION OF BIDDER .....	0100-5
CORRELATION AND INTENT OF DOCUMENTS .....	0100-5
CLAIMS .....	0100-5
ORDER OF WORK .....	0100-5
SUBCONTRACTS .....	0100-6
TIMELY EXECUTION .....	0100-6
<b><u>SECTION 0200 – BID PROPOSAL</u></b>	
BID BOND .....	0200-1
BID PROPOSAL .....	0200-3
CONSTRUCTION PAYMENT BOND .....	0200-6
CONSTRUCTION PERFORMANCE BOND .....	0200-11
CONTRACT .....	0200-16
E-VERIFY AFFIDAVIT .....	0200-18
<b><u>SECTION 0300 – GENERAL CONDITIONS</u></b>	
CONTRACT AND CONTRACT DOCUMENTS .....	0300-1
DEFINITIONS .....	0300-1
Contractor .....	0300-1
Contract .....	0300-1
Project Representative .....	0300-1



	<u>PAGE</u>
Owner .....	0300-1
Subcontractor.....	0300-1
Work on (at) the Project .....	0300-1
<b>CORRELATION AND INTENT OF DOCUMENTS.....</b>	<b>0300-2</b>
<b>MATERIALS, SERVICES AND FACILITIES .....</b>	<b>0300-2</b>
<b>CONTRACTOR'S TITLE TO MATERIALS.....</b>	<b>0300-2</b>
<b>MATERIALS FURNISHED BY THE CONTRACTOR.....</b>	<b>0300-2</b>
<b>INSPECTION AND TESTING OF MATERIALS.....</b>	<b>0300-3</b>
<b>PATENTS .....</b>	<b>0300-3</b>
<b>SURVEYS, PERMITS AND REGULATIONS.....</b>	<b>0300-4</b>
<b>CONTRACTOR'S OBLIGATIONS .....</b>	<b>0300-4</b>
<b>CONTRACTOR'S RESPONSIBILITY .....</b>	<b>0300-4</b>
<b>WEATHER CONDITIONS .....</b>	<b>0300-5</b>
<b>SAFETY PROVISIONS.....</b>	<b>0300-5</b>
<b>SANITARY PROVISIONS.....</b>	<b>0300-5</b>
<b>PUBLIC CONVENIENCE AND SAFETY .....</b>	<b>0300-5</b>
<b>PROTECTION OF WORK AND PROPERTY – EMERGENCY .....</b>	<b>0300-6</b>
<b>INSPECTION .....</b>	<b>0300-6</b>
<b>REPORTS, RECORDS AND DATA.....</b>	<b>0300-6</b>
<b>SUPERINTENDENCE BY CONTRACTOR .....</b>	<b>0300-6</b>
<b>COMPETENT LABOR .....</b>	<b>0300-7</b>
<b>CONSTRUCTION EQUIPMENT.....</b>	<b>0300-7</b>
<b>CHANGES IN THE WORK .....</b>	<b>0300-7</b>
<b>CHANGE IN CONTRACT PRICE.....</b>	<b>0300-8</b>
<b>CHANGE OF THE CONTRACT TIME .....</b>	<b>0300-12</b>
<b>CORRECTION OF WORK.....</b>	<b>0300-12</b>
<b>EXISTING UNDERGROUND UTILITIES AND STRUCTURES .....</b>	<b>0300-13</b>
<b>SUBSURFACE CONDITIONS FOUND DIFFERENT .....</b>	<b>0300-13</b>
<b>CLAIMS FOR EXTRA WORK .....</b>	<b>0300-13</b>
<b>RIGHT OF THE OWNER TO TERMINATE CONTRACT.....</b>	<b>0300-13</b>
<b>CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES.....</b>	<b>0300-14</b>
<b>PAYMENTS TO CONTRACTORS.....</b>	<b>0300-14</b>
<b>ACCEPTANCE AND FINAL PAYMENT .....</b>	<b>0300-16</b>
<b>PAYMENTS BY CONTRACTORS .....</b>	<b>0300-16</b>
<b>CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.....</b>	<b>0300-17</b>
<b>CONTRACT SECURITY .....</b>	<b>0300-21</b>
<b>ADDITIONAL OR SUBSTITUTE BOND.....</b>	<b>0300-22</b>



	<u>PAGE</u>
LIEN.....	0300-22
ASSIGNMENTS.....	0300-22
MUTUAL RESPONSIBILITY OF CONTRACTORS.....	0300-22
COORDINATION WITH OTHER CONTRACTORS.....	0300-23
SUBCONTRACTING .....	0300-23
USE OF PREMISES AND REMOVAL OF DEBRIS.....	0300-24
QUANTITIES OF ESTIMATE .....	0300-24
RIGHTS-OF-WAY AND SUSPENSION OF WORK.....	0300-24
GUARANTY.....	0300-25
CONFLICTING CONDITIONS .....	0300-25
NOTICE AND SERVICE THEREOF .....	0300-25
PROVISIONS REQUIRED BY LAW DEEMED INSERTED.....	0300-26
SUSPENSION OF WORK.....	0300-26
PROTECTION AND RESTORATION OF PROPERTY .....	0300-26
RESPONSIBILITY FOR DAMAGE CLAIMS .....	0300-27
INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS.....	0300-27
OTHER PROHIBITED INTERESTS .....	0300-27
USE OF CHEMICALS.....	0300-28
MAINTENANCE OF TRAFFIC.....	0300-28
ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE .....	0300-28
OWNER'S RIGHT TO SUSPEND WORK.....	0300-28
TIME FOR COMPLETION AND LIQUIDATED DAMAGES .....	0300-28
 <u>SECTION THREE: APPENDIX A</u>	
AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS .....	0300-31
 <u>SECTION 0400 – GENERAL NOTES.....</u> .....0400-1	



## SECTION 0100 – INFORMATION FOR BIDDERS

### 0101 RECEIPT AND OPENING OF BIDS

The MURRAY COUNTY GOVERNMENT, GEORGIA (*hereinafter called the Owner*), invites bids on

the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the MURRAY COUNTY COMMISSIONER'S OFFICE 121 N. 4<sup>TH</sup> AVE. CHATSWORTH, GA 30705 until JUNE 1, 2020 AT 10:00 A.M. and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

#### MURRAY COUNTY 2021 LMIG-COUNTY ROAD LEVELING / RESURFACING PROJECT

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### 0102 PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in numerals for unit prices and for total amounts.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. **ALL SEALED BIDS MUST INCLUDE AN EXECUTED E-VERIFY AFFIDAVIT. THIS DOCUMENT CAN BE FOUND IN THE BID PROPOSAL SECTION.** If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Any bid which is not properly prepared and accompanied by required certifications may be rejected by the Owner.



Each bidder will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their bid submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

#### 0103 TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

#### 0104 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. By submission of his Bid, the Bidder acknowledges the right of the Owner to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Written information pertaining to the Bidder's qualifications may be requested by the Owner. Failure of the Bidder to provide such information within fifteen days of notification will be grounds for disqualification.

#### 0105 BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount

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of five (5)% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

**0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

**0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 160 consecutive calendar days thereafter. Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter.

**0108 CONDITION OF WORK**

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

**0109 ADDENDA AND INTERPRETATIONS**

Oral interpretations of the meaning of plans, specifications or other contract documents shall not be binding over written material. Every request for such interpretation should be in writing addressed to Murray County Public Works, 684 Hwy 52 E., Chatsworth, Georgia 30705 or by email to Matthew Sanford (msanford@murraycountyga.gov) and to be given consideration must be received at least eight days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All



addenda so issued shall become part of the contract documents.

**0110 SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (*Circular 570 as amended*) and be authorized to transact business in the state where the project is located.

**0111 POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**0112 NOTICE OF SPECIAL CONDITIONS**

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

**0113 LAWS AND REGULATIONS**

The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**0114 METHOD OF AWARD**

If the Contract is awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project. The Owner shall have complete discretion in making this determination and may consider factors such as, but not limited to the following:

- 0114.01 Unit bid prices of various items as they relate to total bid price.
- 0114.02 Proximity of the Bidder's permanent place of business as it may relate to Bidder's responsiveness in carrying out the contract.
- 0114.03 Litigation record of the Bidder.
- 0114.04 Satisfactory completion of similar projects.



0114.05 Resources pertaining to management, personnel and equipment.

0114.06 Financial history, credit rating and current resources.

**0115 OBLIGATION OF BIDDER**

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (*including all addenda*). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

**0116 CORRELATION AND INTENT OF DOCUMENTS**

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to describe in detail all construction entailed in this project. The contractor will furnish all labor, materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

**0117 CLAIMS**

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made the contractor in the case they have reason to believe that said contractor has neglected or failed to pay any subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However this provision shall not obligate the Owner to intervene in any claim.

**0118 ORDER OF WORK**

The work shall be started at such points as the Owner shall designate and shall be prosecuted in the order he directs. This applies to both location and items of construction.



## 0119 SUBCONTRACTS

If required by the Owner, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (*including those who are to furnish the principal items of material and equipment*) proposed for those portions of the Work as to which such identification is so required. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

## 0120 TIMELY EXECUTION

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, the Contractor shall sign and deliver at least five counterparts of the Agreement to Owner with all other Contract Documents attached. Thereafter, the Owner will deliver two fully signed counterparts to Contractor.

..... END OF SECTION .....



SECTION 0200 – BID PROPOSAL

BID BOND  
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

---

of the City of \_\_\_\_\_ State of \_\_\_\_\_ and County of \_\_\_\_\_

as Principal and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto the MURRAY COUNTY, GEORGIA as  
Owner in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly to be made,  
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to  
the MURRAY COUNTY, GEORGIA a certain bid attached hereto and hereby made a part  
hereof to enter into a contract in writing for the construction of the project entitled:

MURRAY COUNTY 2021 LMIG ROAD  
LEVELING / RESURFACING PROJECT  
PROJECT NO. PW-2021-LMIG

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract  
in the Form of Contract attached hereto (*properly completed in accordance with  
said bid*) and shall furnish a bond for his faithful performance of



SECTION 0200 – BID PROPOSAL

BID BOND  
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

Northwest Georgia Paving, Inc. \_\_\_\_\_

of the City of Calhoun State of Georgia and County of Gordon \_\_\_\_\_

as Principal and Liberty Mutual Insurance Company \_\_\_\_\_

as Surety, are hereby held and firmly bound unto the MURRAY COUNTY, GEORGIA as

Owner in the penal sum of Five Percent (5%) of Principal's Bid \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly to be made,  
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

Signed this 1st day of June, 2021 \_\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to  
the MURRAY COUNTY, GEORGIA a certain bid attached hereto and hereby made a  
part hereof to enter into a contract in writing for the construction of the project entitled:

MURRAY COUNTY 2021 LMIG ROAD  
LEVELING / RESURFACING PROJECT  
PROJECT NO. PW-2021-LMIG

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract  
in the Form of Contract attached hereto (*properly completed in accordance with  
said bid*) and shall furnish a bond for his faithful performance of





BID BOND  
(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

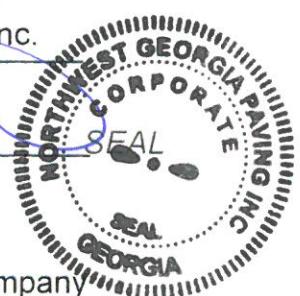
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Lisa Callaway  
Witness As To Principal

Northwest Georgia Paving, Inc.  
Principal

By



Lisa Smith  
Witness As To Surety  
Lisa Smith

Liberty Mutual Insurance Company  
Surety  
175 Berkeley Street  
Boston, MA 02117  
Address

By Deborah B. Sasser SEAL  
Attorney-in-Fact  
Deborah B. Sasser







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204980-016007

## POWER OF ATTORNEY

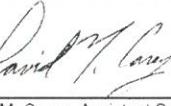
**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Peppers, Brian E. Madden, Brittany L. Triplett, Deborah B. Sasser, Felisa H. Vaughan, Travis G. Huffines

all of the city of Alpharetta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:   
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 5th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:   
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 1st day of June, 2021.



By:   
Renee C. Llewellyn, Assistant Secretary



BID PROPOSAL

Place Calhoun, GA  
Date 06/01/2021

Proposal of Northwest Georgia Paving, Inc. (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Calhoun State of Georgia and County of Gordon \* an individual, a corporation, or a partnership doing business as a corporation

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TO: MURRAY COUNTY, GEORGIA  
(Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of Murray County 2021 Road Leveling / Resurfacing Project, PW-2021-LMIG-COUNTY having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 160 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

N/A

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~~\*Strike out inapplicable terms~~

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BID PROPOSAL  
(Continued)

Amount shall be shown in figures.

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the 1st day of June 2021 in the amount of Five Percent (5%) of Principal's Bid according to conditions under "Information For Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

Russell Smith - 501 W. May Street, Calhoun, GA 30701

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**BID PROPOSAL**  
*(Continued)*

Dated at:

Calhoun, GA

The 1st day of June, 2021



Northwest Georgia Paving, Inc.  
Principal

By

SEAL

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0200-5





Bid Proposal Form  
Murray County Project No. PW-2021-LMIG-COUNTY  
Road Leveling / Resurfacing



**CONSTRUCTION PAYMENT BOND**  
*(Continued)*

equipment in the prosecution of the Work involved in this Construction Contract.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.
  - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice



**CONSTRUCTION PAYMENT BOND**  
*(Continued)*

to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.



**CONSTRUCTION PAYMENT BOND**  
*(Continued)*

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15. DEFINITIONS**

- 15.1. **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

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OWNER (*Name and Address*):

MURRAY COUNTY  
P.O. BOX 1129  
CHATSWORTH, GEORGIA 30705

CONSTRUCTION CONTRACT:

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

Amount: \_\_\_\_\_

Description (*Name and location*):

MURRAY COUNTY 2021 ROAD LEVELING / RESURFACING  
MURRAY COUNTY PROJ. NO. PW-2021-LMIG-COUNTY

SURETY (*Name and Principal place of Business*):

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BOND:

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

Amount: \_\_\_\_\_

Bond number: \_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor



**CONSTRUCTION PERFORMANCE BOND**  
*(Continued)*

shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the



**CONSTRUCTION PERFORMANCE BOND**  
*(Continued)*

Owner and, as soon as practicable after the amount are determined, tender payment therefore to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.



## CONSTRUCTION PERFORMANCE BOND

*(Continued)*

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### 12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



CONTRACT

THIS AGREEMENT made this the 6th day of July, 2021, by

and between the MURRAY COUNTY, GEORGIA, hereinafter called "Owner",  
and \_\_\_\_\_

a contractor doing business as an individual, a partnership, or a corporation\* of the City

of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_

hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the construction of the project entitled:

MURRAY COUNTY 2021 LMIG / COUNTY  
ROAD LEVELING / RESURFACING  
PROJECT NO. PW-2021-LMIG

hereinafter called the "Project", for the sum of 5,462,009.40  
Dollars () and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the specifications and contract documents therefore as prepared by the Owner and as enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 160 consecutive calendar days thereafter as stipulated in the specifications. The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

\*Strike out inapplicable terms.



CONTRACT  
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

Donny Parker  
County Manager  
Chris Pitts  
Witness

MURRAY COUNTY, GEORGIA

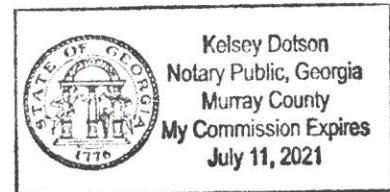
By: Dray Hines SEAL  
Commissioner  
Title



ATTEST:

Brooke Coss  
Staff Accountant  
MJS  
Witness

By: Kelsey Dotson SEAL  
Accounts Payable Clerk  
Title



Administrative Assistant of Owner should attest. If Contractor is corporation,

Administrative Assistant should attest. Give proper title of each person executing  
contract.



---

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Murray County Government has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Murray County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10- 91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Murray County Government at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

---

EEV/Basic Pilot Program\* User Identification Number

---

BY: Authorized Officer or Agent  
(Contractor Name)

Date

---

Title of Authorized Officer or Agent of Contractor

---

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public

My Commission Expires:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



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CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Murray County Government has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

110560  
EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer or Agent

06/01/2021

Dat

e (Contractor Name)

President  
Title of Authorized Officer or Agent of Contractor

Russell Smith  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND  
SWORN BEFORE ME  
ON THIS THE

1st DAY OF June, 20 21

Lisa Callaway  
Notary Public  
My Commission Expires:  
06/05/2023



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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0200-18





## SECTION 0300 - GENERAL CONDITIONS

### 0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

### 0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the MURRAY COUNTY, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.



### 0303 CORRELATION AND INTENT OF DOCUMENTS

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

0303.01 The intent of the documents is to describe all construction entailed in this project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

0303.02 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

### 0304 MATERIALS, SERVICES AND FACILITIES

0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

### 0305 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

### 0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until



they have been approved by the Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

**0307 INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

**0308 PATENTS**

- 0308.01 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- 0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- 0308.03 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.



## 0309 SURVEYS, PERMITS AND REGULATIONS

0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor any control alignment and bench mark data from previous engineering surveys.

0309.02 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

## 0310 CONTRACTOR'S OBLIGATIONS

0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

## 0311 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims



against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

#### 0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

#### 0313 SAFETY PROVISIONS

0313.01 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).

0313.02 The Contractor shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.

0313.03 The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

#### 0314 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

#### 0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for



the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

#### 0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

#### 0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

#### 0318 REPORTS, RECORDS AND DATA

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

#### 0319 SUPERINTENDENCE BY CONTRACTOR



At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

#### 0320 COMPETENT LABOR

0320.01 The Contractor shall employ only competent and skilled workers on the project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work.

0320.02 The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

#### 0321 CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

#### 0322 CHANGES IN THE WORK

0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0328. A Change Order signed by the Contractor indicates his agreement therewith.

0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.



0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

0322.05 The term Change Order is defined as a written order to the Contractor signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.

0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

### **0323 CHANGE IN CONTRACT PRICE**

0323.01 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 in one of the following ways:

0323.01.1 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.

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0327.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0327.04 and 0327.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0327.4 and 0327.05*).

0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0327.03.



0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.

0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.

0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.

0323.02.5 Supplemental costs including the following:

0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of



transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0327.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his

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office at the site.

- 0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0327.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

- 0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.
- 0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.
  - 0323.04.2.1 for costs incurred under paragraphs 0327.02.1 and 0328.02.2, the Contractor's Fee shall be fifteen percent.
  - 0323.04.2.2 for costs incurred under paragraph 0328.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent.
  - 0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0327.02.4, 0327.02.5, and 0327.03;
  - 0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and
  - 0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0327.04.2.1 through 0328.04.2.4, inclusive.



0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0327.02 or 0327.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

**0324 CHANGE OF THE CONTRACT TIME**

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0327.01. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0328 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

**0325 CORRECTION OF WORK**

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.



### **0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES**

0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.

0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.

0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

### **0327 SUBSURFACE CONDITIONS FOUND DIFFERENT**

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0326 of the General Conditions.

### **0328 CLAIMS FOR EXTRA WORK**

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0326 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

### **0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT**

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to



contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

#### 0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

#### 0331 PAYMENTS TO CONTRACTORS

0331.01 No later than thirty (30) days after submittal of a progress payment request the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract. Provided, that the Contractor shall submit his estimate not later than the first day of the month; provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, *may* reduce the retainage to 5%.



0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.

0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed



to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

### 0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Contractor, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

### 0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective



amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

#### **0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law,



whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

0334.02 **Contractual Liability Insurance:** The comprehensive general liability insurance required by paragraph 0338.01.1 will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.

0334.03 Unless otherwise provided in these General Conditions, 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 provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, 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 fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these 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. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.

0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and



functional mechanical equipment for the full replacement value of the equipment.

0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.

0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs 0338.01.1. through 0338.01.1.4., Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.09 The limits of liability for the insurance required by paragraph 36.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under paragraph 0338.01.1.1. and 0338.01.1.2., Worker's Compensation:

State

Statutory



Federal	Statutory
Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

If the Contractor chooses to maintain a policy with a maximum of the state mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required by paragraph 0338.08 above.

For claims under 0339.01.1.1. through 0339.01.1.5. (*General Liability*),

**General Liability Provided Per Occurrence (**Murray County, GA must be shown as an additional insured.**)**

Each Occurrence (Bodily and Property Damage Included): \$1,000,000

Fire Damage (*Any One Fire*): \$50,000

Medical Expense (*Any One Person*): \$5,000

Personal and Adv Injury, With Employment  
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated in Paragraph 0339.02. above.

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and  
All Autos, Including Bodily Injury and Property Damage: \$1,000,000

0334.10 Scope of Insurance and Special Hazards - The amounts stated in subparagraph 0334.09. above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his

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Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Contractor shall be required to furnish railway with a Railroad Protective Liability Insurance Policy naming railway as the named insured and issued to the Contractor with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

**0334.11 Certificate Holder should read:**

**MURRAY COUNTY  
P.O. BOX 1129  
CHATSWORTH, GEORGIA 30705**

0334.12 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

**0335 CONTRACT SECURITY**

The Contractor shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.



0336 ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (*or bonds*) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other Contractor or subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.



## 0340 COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

## 0341 SUBCONTRACTING

The Contractor shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work be specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.



#### 0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- 0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

#### 0343 QUANTITIES OF ESTIMATE

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

#### 0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the



delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

#### 0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

#### 0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

#### 0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.



**0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**0349 SUSPENSION OF WORK**

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

**0350 PROTECTION AND RESTORATION OF PROPERTY**

0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall



not be released from said responsibility until the work shall have been completed and accepted.

0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

#### 0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

#### 0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### 0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining



to the project.

**0354 USE OF CHEMICALS**

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

**0355 MAINTENANCE OF TRAFFIC**

0355.01 The Contractor shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

**0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

**0357 OWNER'S RIGHT TO SUSPEND WORK**

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations without the Owner's permission.

**0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."



0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,



and severe weather; and

0358.05.3 To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections 0369.05.1 and 0369.05.2 of this article.

0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

..... END OF SECTION .....



SECTION 0300: APPENDIX A



## AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

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

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

FROM: \_\_\_\_\_ (*Contractor*)

TO: MURRAY COUNTY, GEORGIA (*Owner*)

RE: Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above mentioned parties for the construction of the project entitled MURRAY COUNTY PROJ. NO. PW-2021-LMIG-COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED: \_\_\_\_\_ (*SEAL*)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Personally appeared before the undersigned who after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

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

Notary Public: \_\_\_\_\_ *SEAL*

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

\_\_\_\_\_ County,

6. Centerline: 4" Reflective Temporary Marking Tape with Foil backing (Yellow).
7. THIS PROJECT IS A GDOT LMIG PROJECT. THE CONTRACTOR SHALL USE THE SPECIFIED DESIGN MIX AND APPLICATION RATE SPECIFIED ON THE PROJECT SUMMARY SHEET FOR ALL STREETS WHICH WILL BE RESURFACED. **DESIGN MIXES FOR THESE LMIG STREETS SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER IN ADVANCE.** PLEASE SUBMIT MIX DESIGNS TO THE OWNER FOR APPROVAL UPON NOTICE OF AWARD. FAILURE TO MEET THESE SPECIFICATIONS CAN RESULT IN GDOT NOT REIMBURSING THE MURRAY COUNTY FOR THE MATERIALS USED.
8. Asphalt patching and leveling is not part of the Contractor's Scope of Work for this project. The Murray County Public Works Department will complete asphalt patching and leveling using in-house forces. Asphalt patching and leveling will be completed prior to the issuance of a Notice to Proceed to the Contractor.



9. The Contractor will be responsible for coordinating with Utility Companies for the adjustments of all manholes and valves located within the project limits. Each utility company will be responsible for adjusting their manholes and valves to grade, but the Contractor shall provide sufficient notice (3 weeks) to the utility companies prior to the commencement of work to schedule adjustment of said manholes and valves.
10. The Contractor shall keep at least one travel lane open in each direction of travel at all times. Liquidated damages for failure to observe restrictions shall be assessed to the Contractor at the rate of \$200 per hour.



## SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE MURRAY COUNTY IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND CONSTRUCTION DETAILS.
3. **The beginning and ending termini** for this resurfacing project is shown on the location maps and Project Summary Report included in the General Notes (Section 0400).
4. Bidders should refer to the Typical Section sheets included in the General Notes (0400) Section for details related to paving and striping. However, in general, this project could be described as follows:

**Allis Dr., Arrowhead Dr., Bryant Rd., Caylor Rd., Center Hill Cemetery Rd., Center Hill Church Rd., Crestview Dr., Crumbley Rd., Ellijay St., Elm St., Floodtown Rd., Frances Dr., Heritage Cir., Jim Petty Rd., Julie Ln., Kelly Ln., Kirby Young Rd., Mary Ave., McEntire Cir., Norton Bridge Rd., Oak Dr., Oak Hill St., Old Federal Rd. South, Patricia Ave., Phyllis Dr., Pine Oak Dr., Rebecca Ln., Rogers Ct., Southview Dr., Spring Place Resaca Rd., Sugar Creek Rd., Vann Cir. East, Vann Cir. West**





2021 LMIG-COUNTY Leveling / Resurfacing  
 Murray County Project No. PW-2021-LMIG - COUNTY  
 Project Summary Sheet  
 Murray County Public Works Department

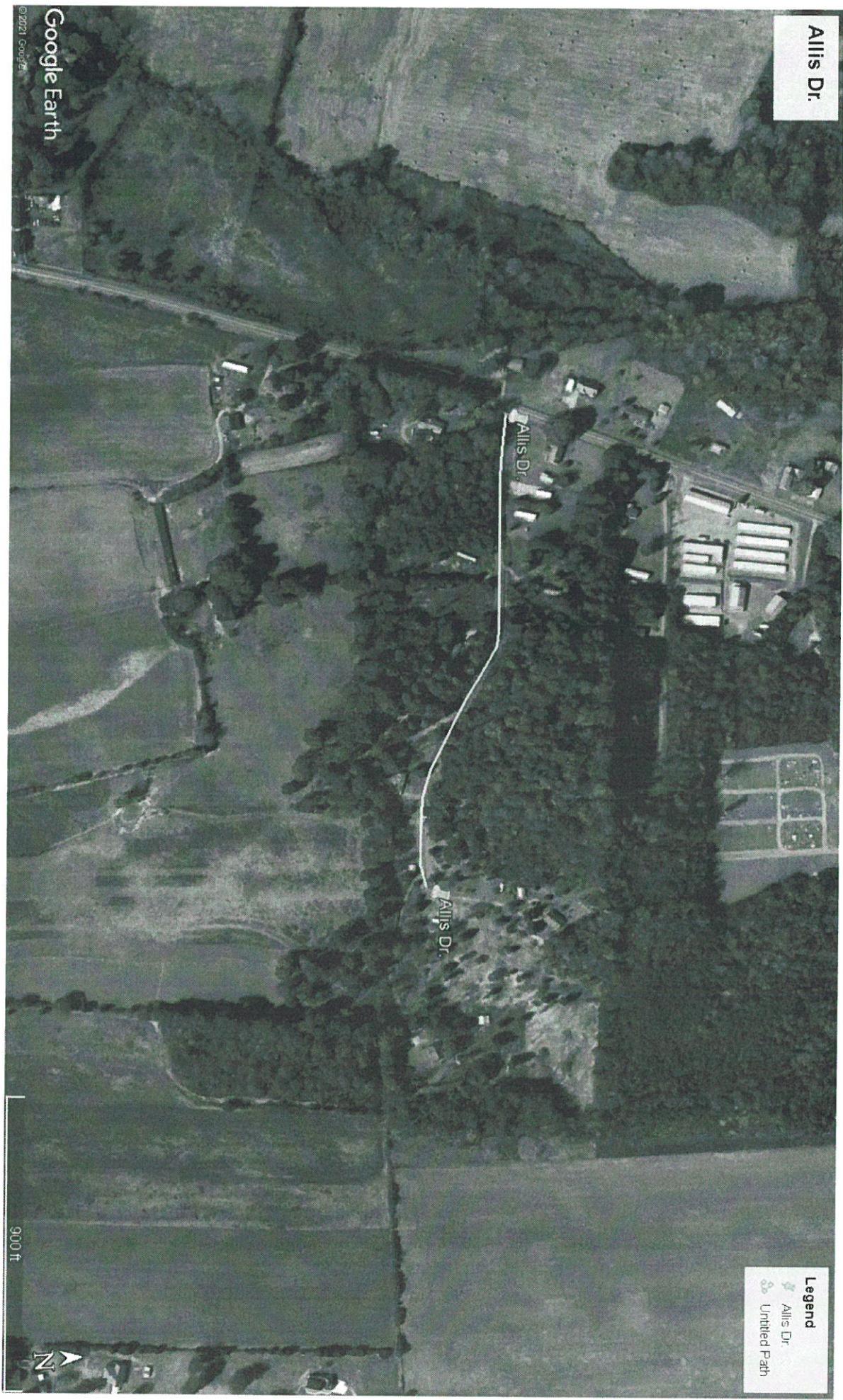
No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width	Required Asphalt Topping Mix Design	Required Asphalt Topping Spread Rate	Striping
1	Allis Dr. CR 407	GA Hwy 225	Dead-end	0.360	+/-16' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
2	Arrowhead Dr. CR 530	Mitchell Bridge Rd.	Heritage Dr.	0.300	+/-24' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
3	Bryant Rd. CR 142	Fuller Chapel Rd.	Norton Bridge Rd.	1.140	+/-21' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
4	Caylor Rd. CR 177	Richard Bennett Rd.	Tennga Gregory Rd.	2.130	+/-20' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
5	Center Hill Cemetery Rd. CR 63	Berry Bennett Rd.	Dead-end	0.270	+/-20' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
6	Center Hill Church Rd. CR 64	Berry Bennett Rd.	GA Hwy 225	1.460	+/-22' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
7	Crestview Rd. CR 239	GA Alt. 52	Mary Ave.	0.290	+/-22' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
8	Crumbley Rd. CR 139	Red Cut Rd.	Woodlawn Rd.	1.440	+/-20' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
9	Ellijay St. CR 577	GA Hwy 52 Alt.	GA Hwy 225	0.370	+/-21' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
10	Elm St. CR -	Ellijay St.	Spring Place Smyrna Rd.	0.300	+/- 18' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
11	Floodtown Rd	C.C.C. Camp Rd.	Crandall Ellijay Rd	1.870	+/- 24' Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No

12	Frances Dr. CR -	Southview Dr.	Mary Ave.	0.190	+/- 18'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
13	Heritage Dr. CR 530	Arrowhead Dr.	Arrowhead Dr.	0.810	+/- 23'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
14	Jim Petty Rd. CR 158	GA Hwy 225	Temple Grove Church Rd.	3.240	+/- 21'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
15	Julie Ln. CR 514	McEntire Cir.	Shawn Ln.	0.350	+/- 20'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
16	Kelly Ln. CR 239	Mary Ave.	Patricia Ave.	0.060	+/- 21'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
17	Kirby Young Rd. CR 102	Brown Bridge Rd.	Fox Bridge Rd.	1.360	+/- 21'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
18	Mary Ave. CR 239	Phyllis Dr.	Kelly Ln.	0.410	+/- 22'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
19	McEntire Cir. CR 151 / 152	GA Hwy 225	GA Hwy 225	2.460	+/- 20'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
20	Norton Bridge Rd. CR 23	GA Hwy 225	County Line	2.560	+/- 21'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
21	Oak Dr. CR 459	North Pass	Pin Oak Ln.	0.150	+/- 19'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
22	Oak Hills St. CR 446	GA Hwy 225	North Pass	0.560	+/- 21'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
23	Old Federal Rd S. CR 301	GA Hwy 52	GA Hwy 282	6.180	+/- 25'Wide Asphalt Surface	402-3100; RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No

24	Patricia Ave. CR 421	Frances Dr.	Kelly Ln.	0.260	+/- 21'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
25	Phyllis Dr. CR 239	Mary Ave.	Dead-end	0.020	+/- 22'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
26	Pin Oak Ln. CR 460	White Oak Dr.	North Pass	0.180	+/- 19'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
27	Rebecca Dr. CR 239	Southview Dr.	Dead-end	0.111	+/- 21'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
28	Rogers Ct. CR 645	McEntire Cir.	Dead-end	0.190	+/- 20'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
29	Southview Dr. CR 239	Leonard Bridge Rd	Mary Ave.	0.220	+/- 20'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
30	Spring Place Resaca Rd. CR 91	GA Hwy 225	County Line	2.400	+/- 21'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
31	Sugar Creek Rd. CR 364	County Line	State Line	1.920	+/- 21'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
32	Vann Cir. East CR 283	Crestview Dr.	Crestview Dr.	0.280	+/- 20'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No
33	Vann Cir. West CR 283	Crestview Dr.	Crestview Dr.	0.280	+/- 20'Wide Asphalt Surface	402-3100: RECYCLED ASPH CONC 9.5 MM, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	165 lbs./square yard	No

34.121 Miles

# Allis Dr. – Leveling / Resurfacing Project - Location Map



## Arrowhead Dr. – Leveling / Resurfacing Project - Location Map



Bryant Rd. – Leveling / Resurfacing Project - Location Map



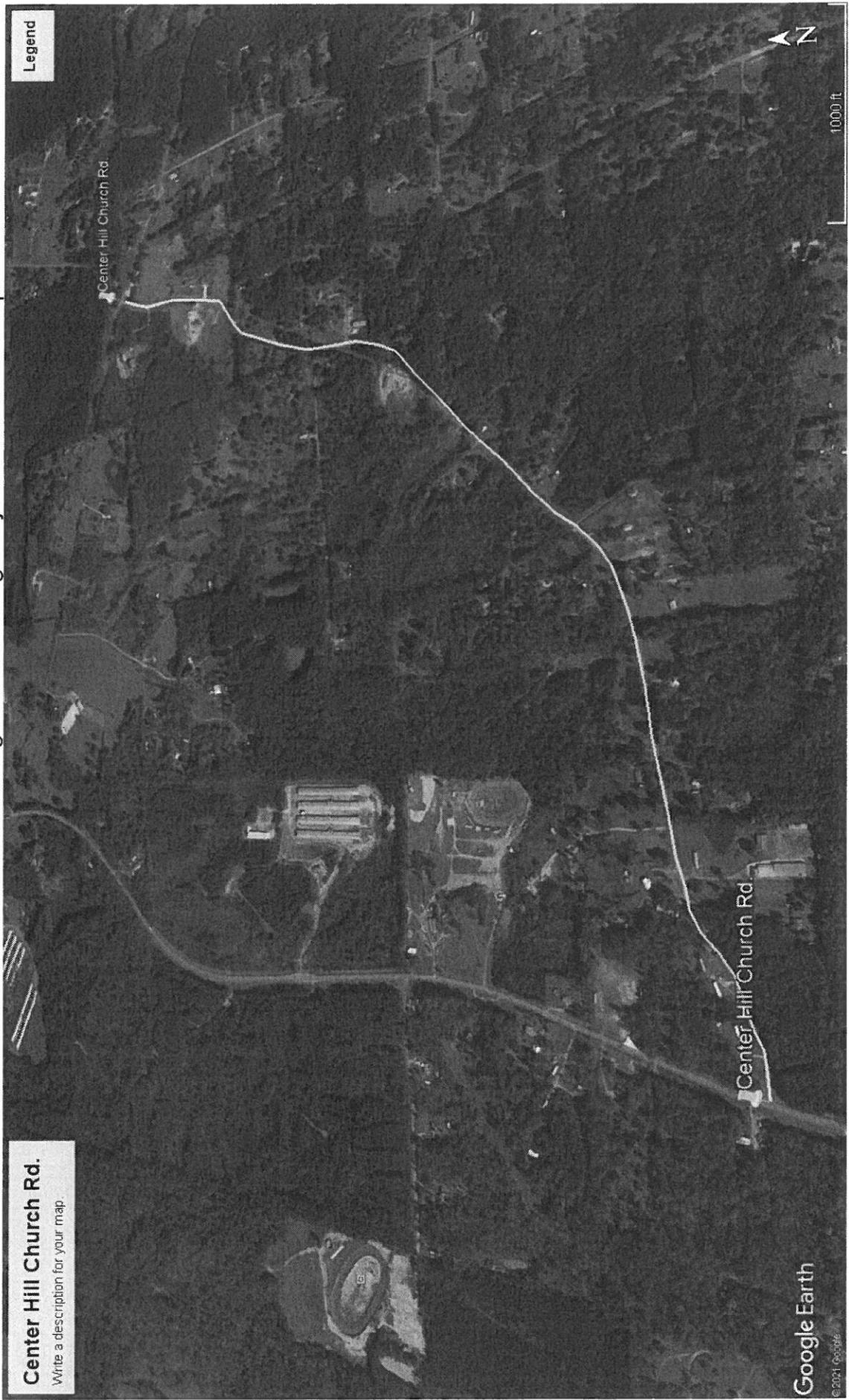
## Caylor Rd. – Leveling / Resurfacing Project – Location Map



## Center Hill Cemetery Rd. – Leveling / Resurfacing Project – Location Map



## Center Hill Church Rd. – Leveling / Resurfacing Project – Location Map

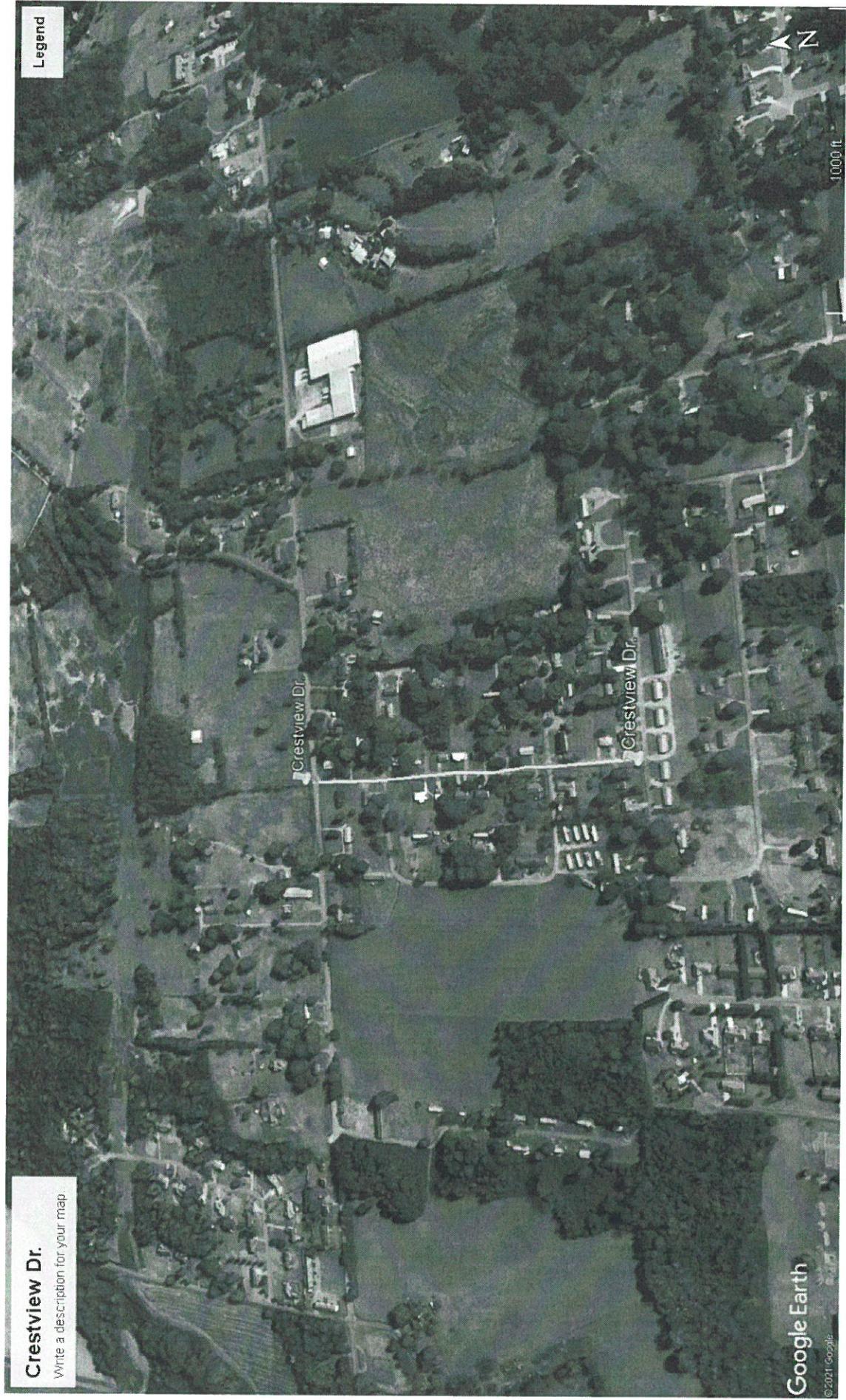


**Center Hill Church Rd.**

Write a description for your map

Google Earth  
© 2021 Google

## Crestview Dr. – Leveling / Resurfacing Project – Location Map



## Crumbley Rd. – Leveling / Resurfacing Project – Location Map



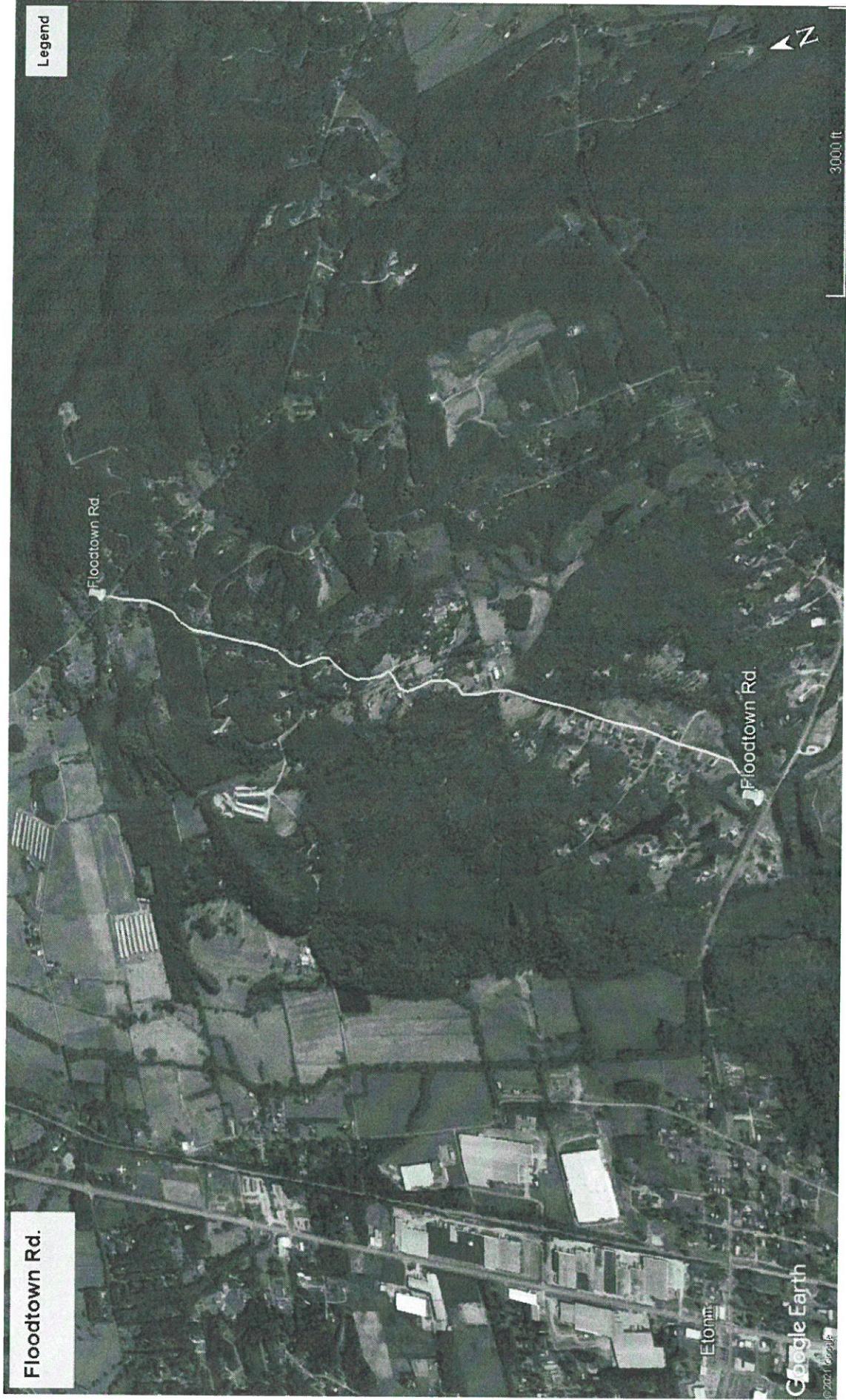
## Elli Jay St. – Leveling / Resurfacing Project – Location Map



## Elm St. – Leveling / Resurfacing Project – Location Map



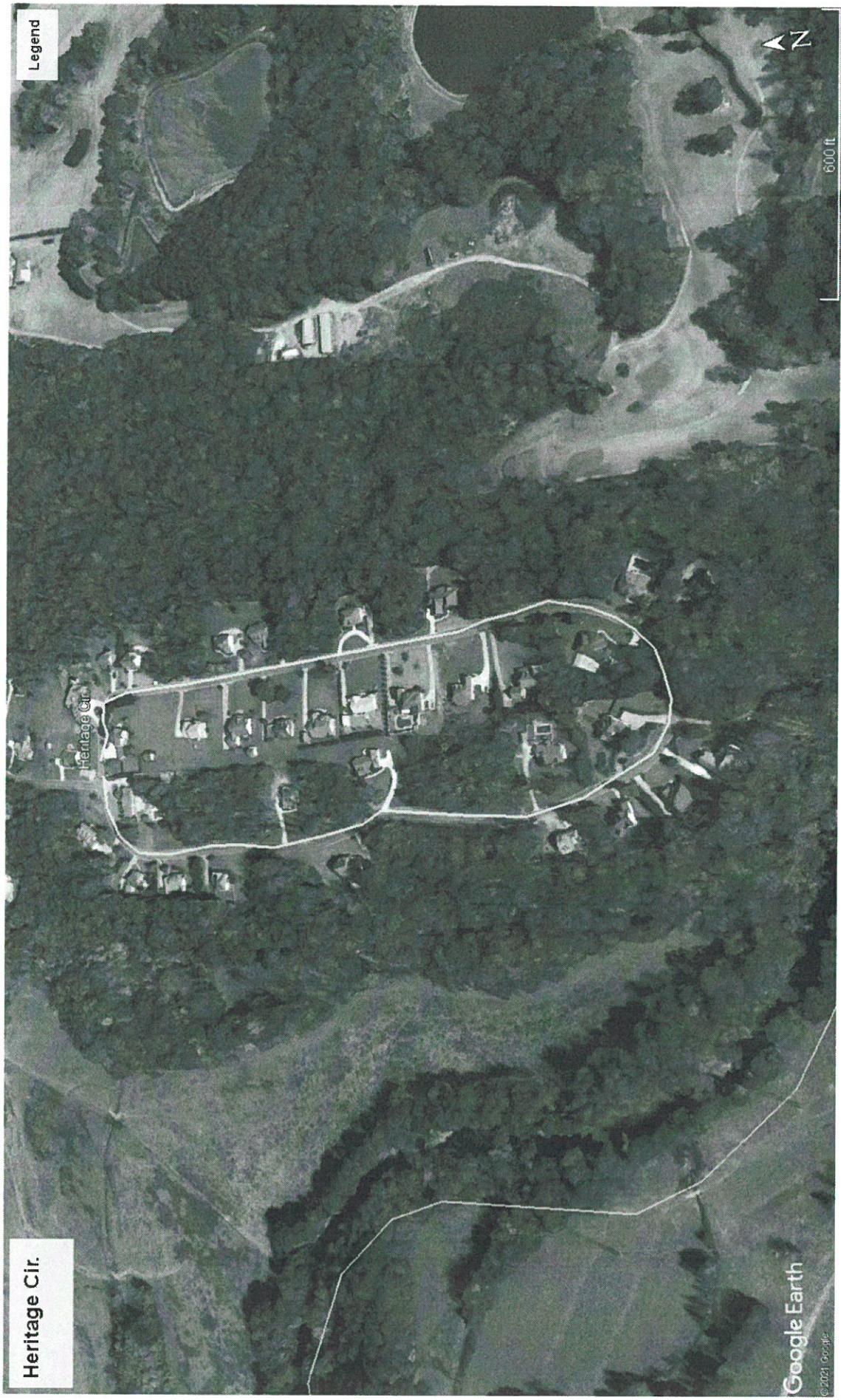
## Floodtown Rd. – Leveling / Resurfacing Project – Location Map



## Frances Dr. – Leveling / Resurfacing Project – Location Map



## Heritage Cir. – Leveling / Resurfacing Project – Location Map



## Jim Petty Rd. – Leveling / Resurfacing Project – Location Map



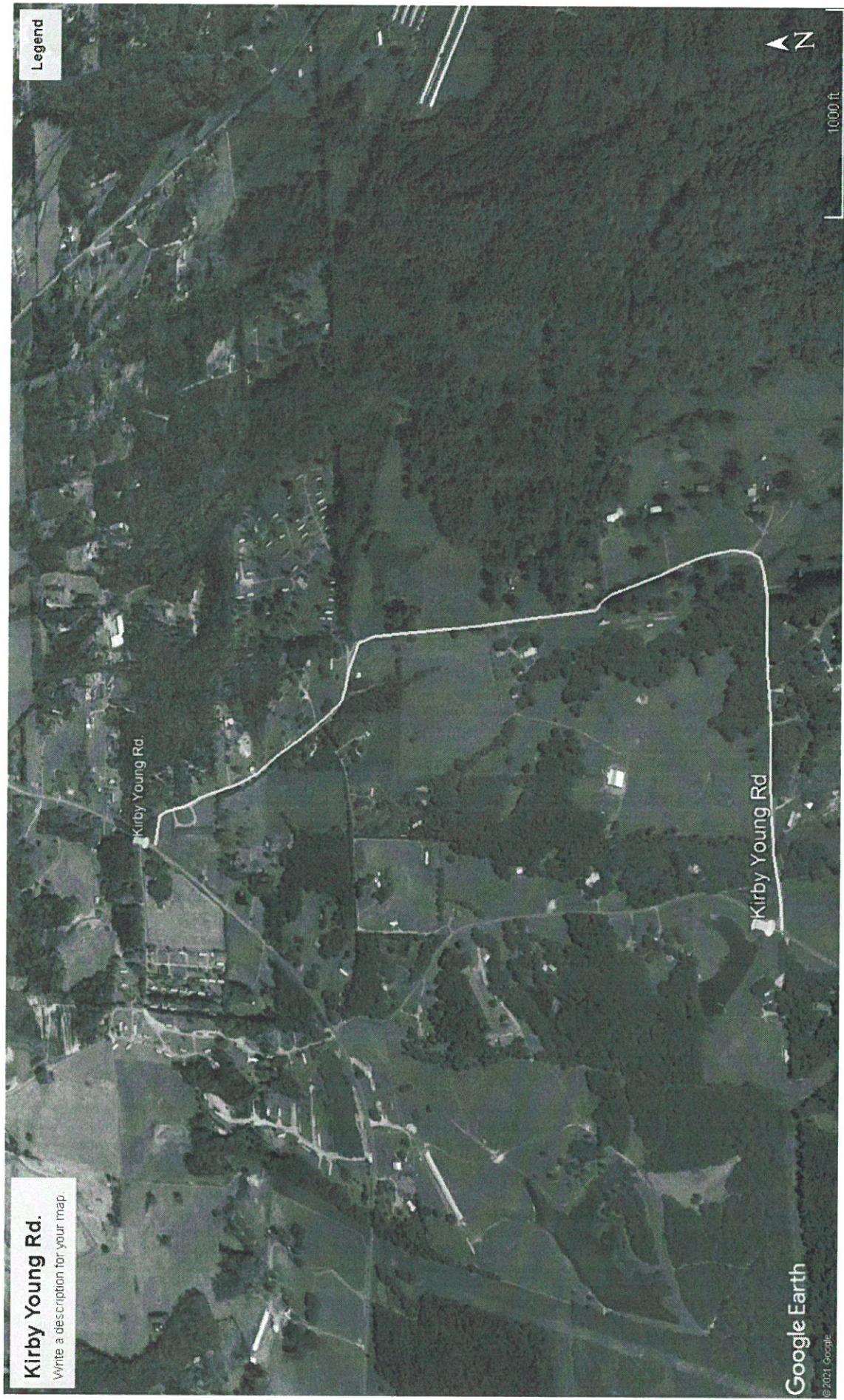
## Julie Ln. – Leveling / Resurfacing Project – Location Map



## Kelly Ln. – Leveling / Resurfacing Project – Location Map



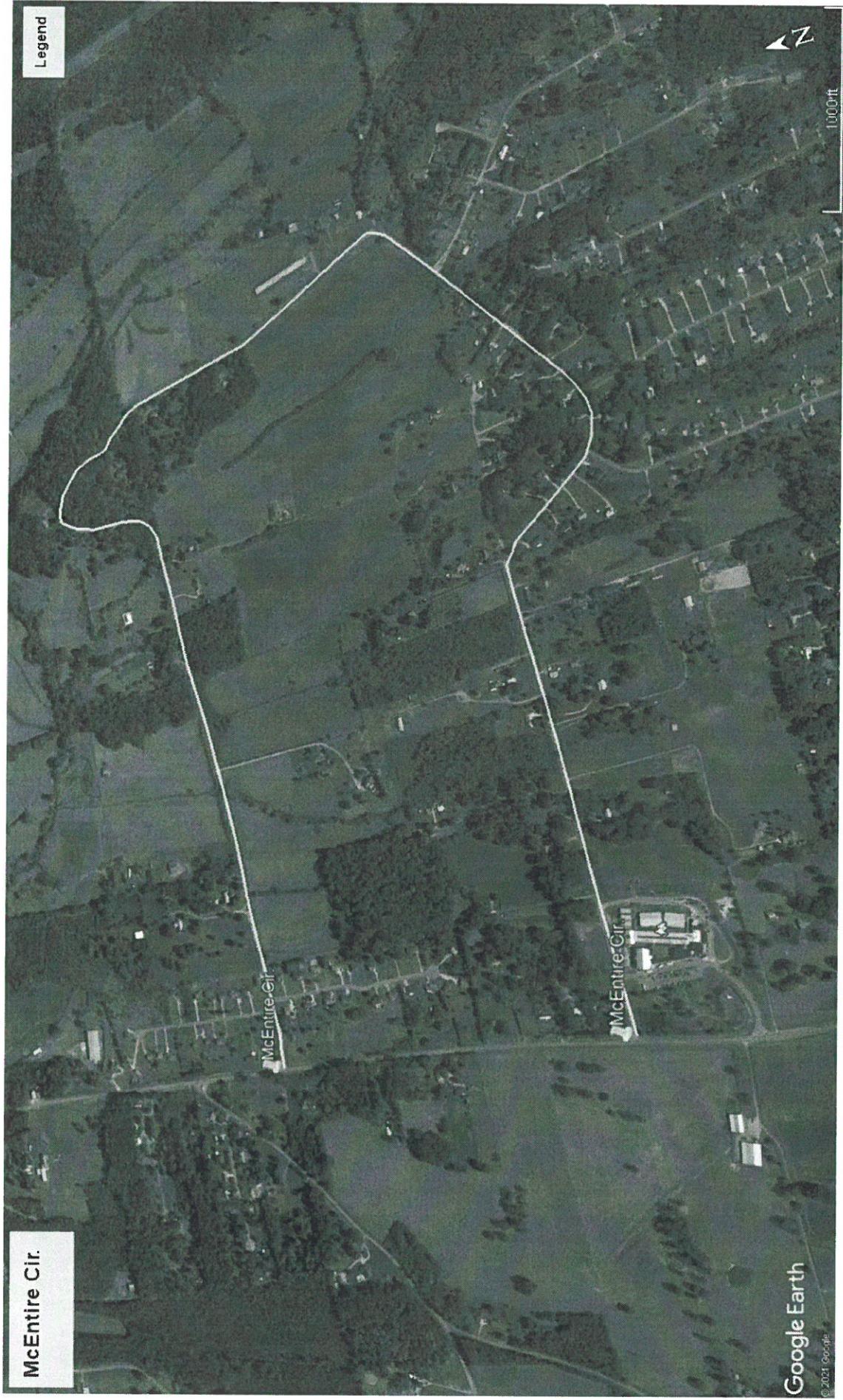
## Kirby Young Rd. – Leveling / Resurfacing Project – Location Map



## Mary Ave. – Leveling / Resurfacing Project – Location Map



## McEntire Cir. – Leveling / Resurfacing Project – Location Map



Google Earth  
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## Norton Bridge Rd. – Leveling / Resurfacing Project – Location Map



## Oak Dr. – Leveling / Resurfacing Project – Location Map



## Oak Hill St. – Leveling / Resurfacing Project – Location Map



## Old Federal Rd. South – Leveling / Resurfacing Project – Location Map



## Patricia Ave. – Leveling / Resurfacing Project – Location Map



## Phyllis Dr. – Leveling / Resurfacing Project – Location Map



## Pine Oak Ln. – Leveling / Resurfacing Project – Location Map



## Rebecca Dr. – Leveling / Resurfacing Project – Location Map



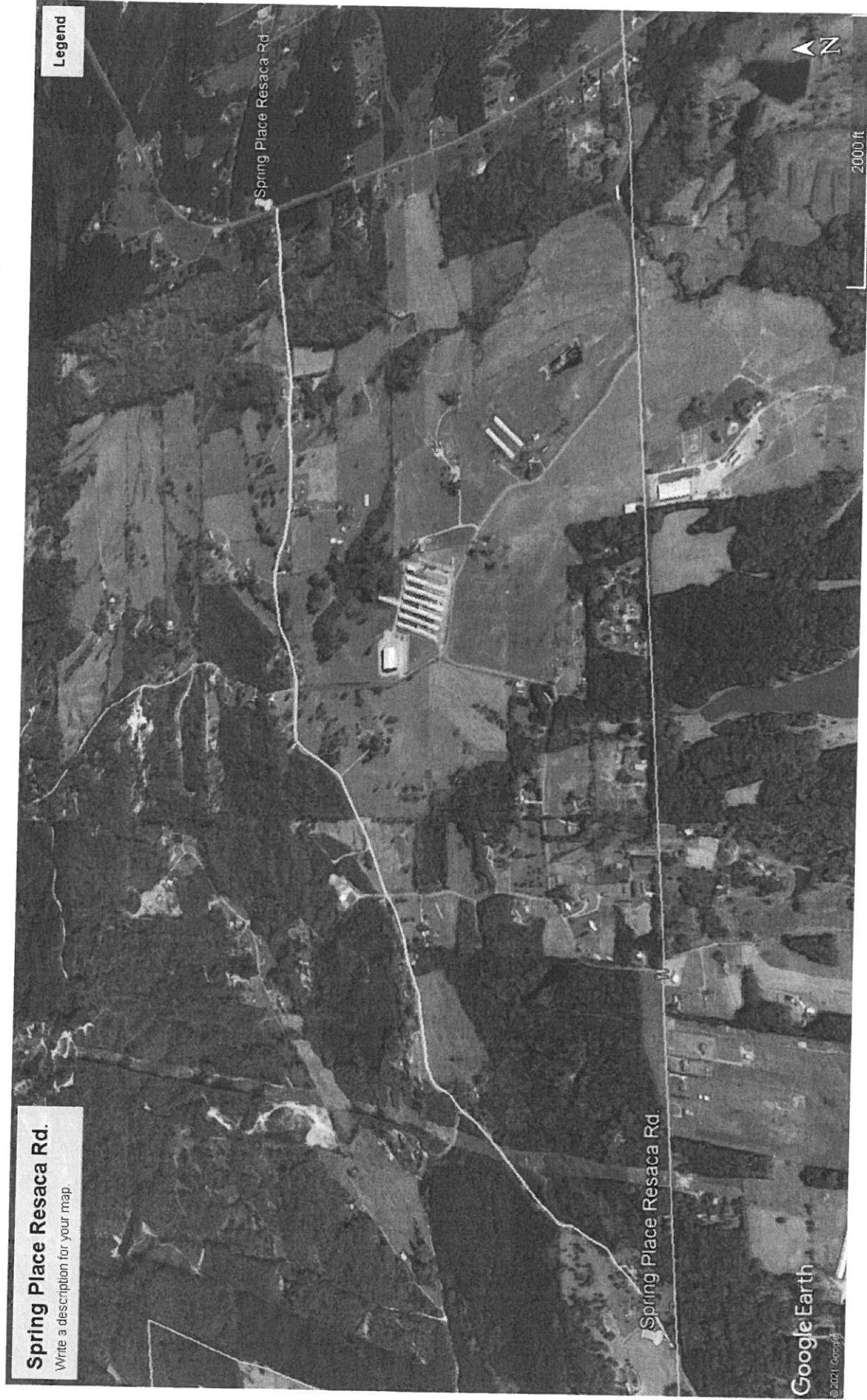
## Rogers Ct. – Leveling / Resurfacing Project – Location Map



## Southview Dr. – Leveling / Resurfacing Project – Location Map



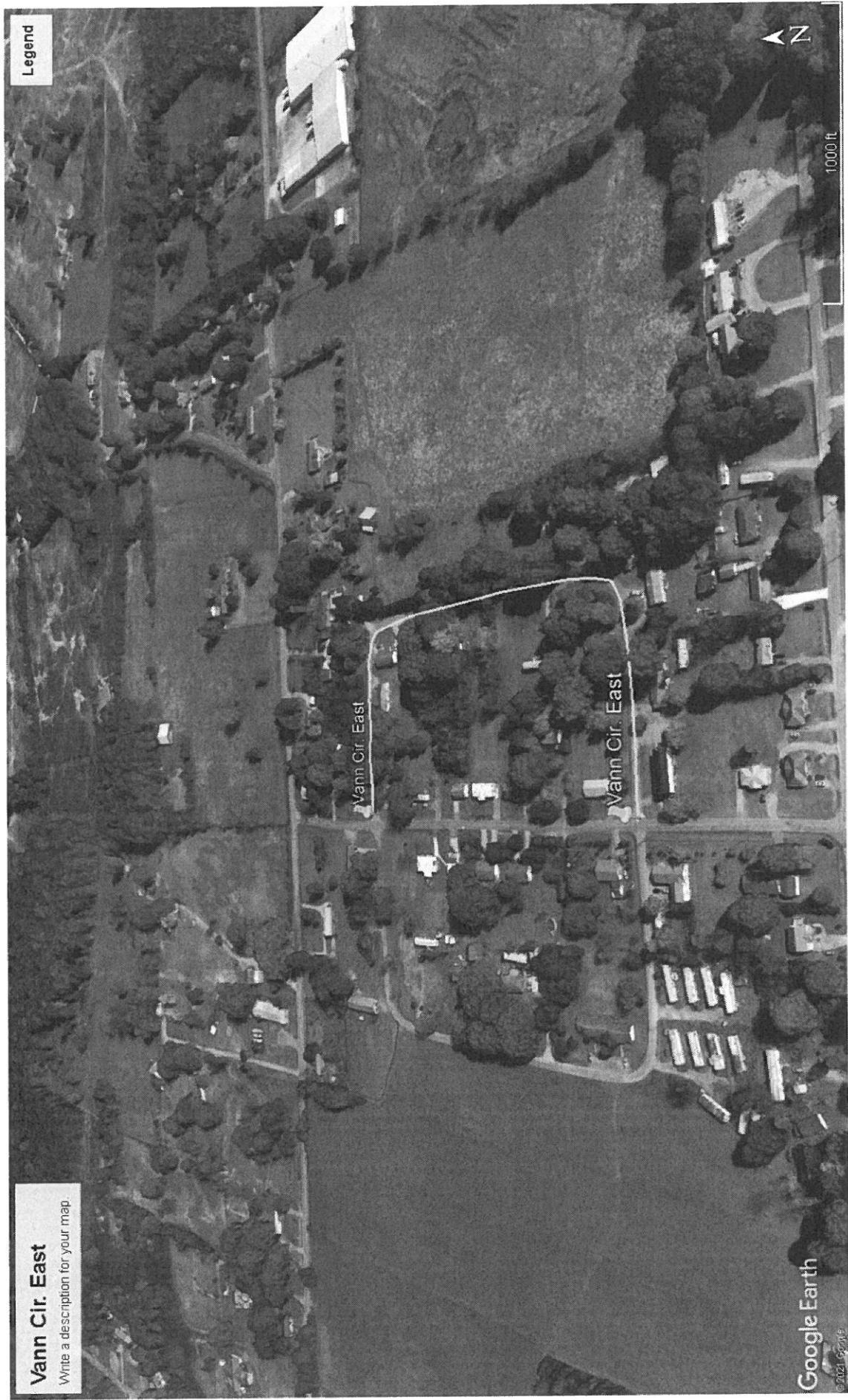
## Spring Place Resaca Rd. – Leveling / Resurfacing Project – Location Map



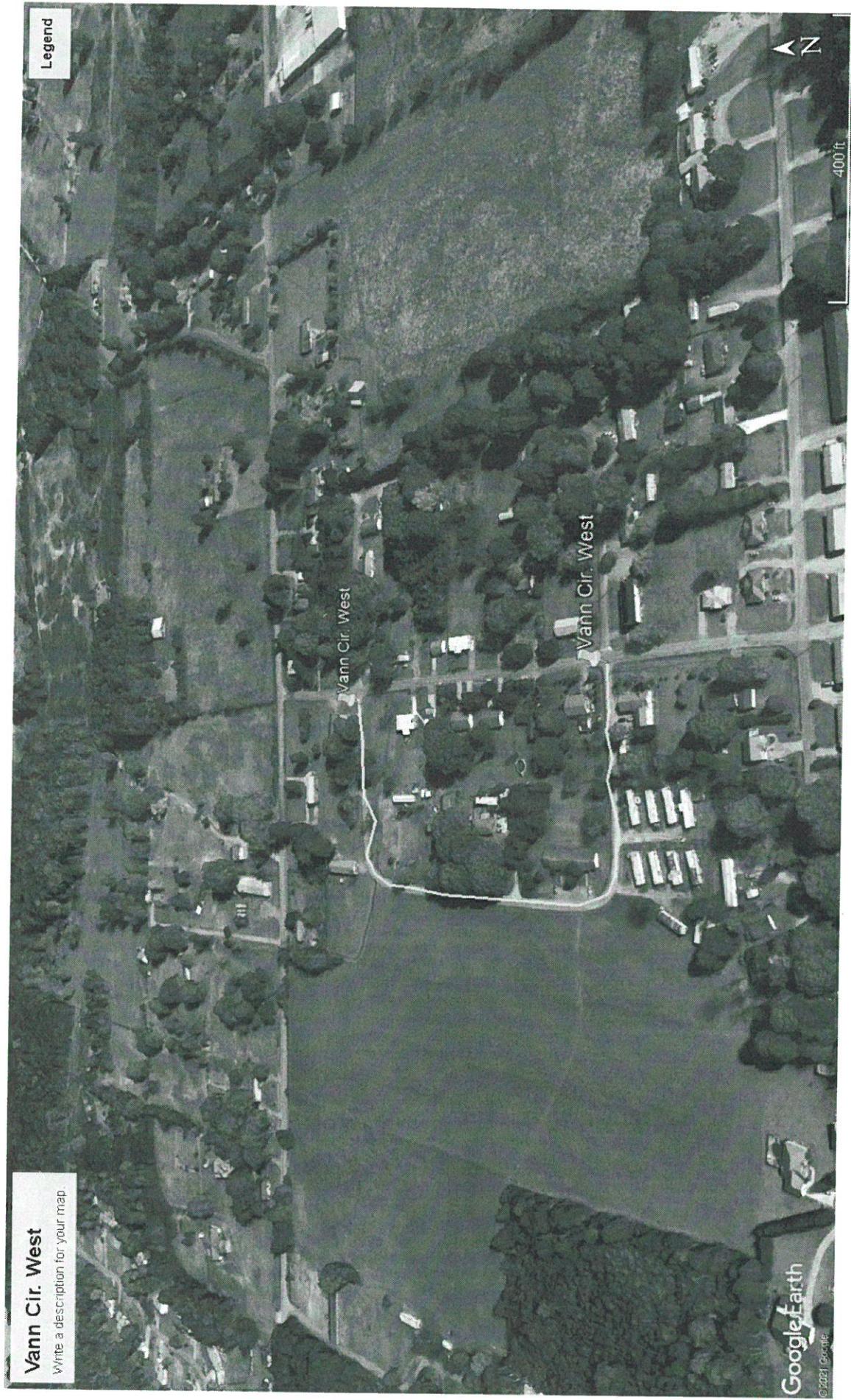
## Sugar Creek Rd. – Leveling / Resurfacing Project – Location Map



## Vann Cir. East – Leveling / Resurfacing Project – Location Map



## Vann Cir. West – Leveling / Resurfacing Project – Location Map



Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

March 9, 2018

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2NO820**

Northwest Georgia Paving, Inc.  
P. O. Box 578  
Calhoun, GA 30703

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

**MAXIMUM CAPACITY RATING:** **\$303,700,000**  
**CERTIFICATE EXPIRES:** **February 28, 2022**  
**PRIMARY WORK CLASS/CODE:** **400**  
**SECONDARY WORK CLASS(ES)/CODE(S):** **550,310,424,201,205,208,209,702**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-08 (1) & (2) and §672-1-05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.  
DigiSign Data:  
Digitally signed by Marc  
Mastronardi, P.E.  
DN: C=US  
E=mmastronardi@dot.ga.gov,  
O=Georgia Department of  
Transportation, OU=Division of  
Construction - Director,  
CN="Marc Mastronardi, P.E."  
Date: 2020.03.27 15:27:02-04'00'

Marc Mastronardi, P.E.  
Chairman, Prequalification Committee/Contractors

MM:ASB





STATE OF GEORGIA  
**BRAD RAFFENSPERGER**, Secretary of State  
Georgia Construction Industry Licensing Board

LICENSE NO. UC301301

Northwest Georgia Paving, Inc.

**Russell Shepherd Smith**

PO Box 578

Calhoun GA 30703

**Utility Contractor**

EXP DATE - 04/30/2023 Status: Active

Issue Date: 06/23/2003

