

DOUGLAS COUNTY, GEORGIA



P.I.# 0020661 - SR 166 @ CHAPEL HILL ROAD PROJECT

Begin West SR 166; End East SR 166; Including Chapel Hill Road
Approaches

Invitation to Bid (ITB)

SOLICITATION NUMBER: 26-022

Date of Issue: 6/30/2026

Closing: 7/24/2026, Time 10:00 AM (Eastern)

Single Point of Contact (SPC): Anthony Choice, Director of Procurement

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Douglas County Board of Commissioners promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

V1. 6-22-26

NIGP Codes: 91327, 91375, 91391, 91200, 91219, 91276, 91300, 91395, 96880

Ad dates: 6/30, 7/7, 7/14, 7/21

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INVITATION TO BID

Solicitation Number: 26-022

NOTICE TO CONTRACTORS

The Douglas County Board of Commissioners requests proposals from interested and qualified companies for the construction of a roundabout at the SR 166 and Chapel Hill Road intersection, beginning at West SR 166 and ending at East SR 166, including the Chapel Hill Road approaches in Douglasville, GA.

The work to be bid consists of furnishing all materials, labor and equipment for:

**P.I.# 0020661 - SR 166 @ Chapel Hill Road Project
Douglas County, Georgia**

All bid documents may be obtained from the Douglas County website <https://www.bidnetdirect.com/georgia/douglascounty> and the Georgia Procurement Registry <https://ssl.doas.state.ga.us/gpr/index>.

Responses to this ITB must be received electronically via Douglas County BidNet's online bidding platform on or before **Friday, July 24, 2026, 10:00 AM EDT**, after which time and date they will no longer be accepted.

All questions regarding this bid shall be in writing and submitted electronically at <https://www.bidnetdirect.com/georgia/douglascounty> by **Monday, July 13, 2026, 5:00 PM, EDT**. No other County staff or officials associated with this project should be contacted regarding this bid. **DOING SO MAY RESULT IN BIDDER'S DISQUALIFICATION.**

All bids shall be accompanied by a Bid Bond in favor of the Board of Commissioners of Douglas County in the amount of at least five percent (5%) of the Bid for the complete work. The Bid Bond shall be forfeited to the Board of Commissioners of Douglas County, Georgia as liquidated damages if the Bidder fails to execute the Contract and provide Performance Bond, Payment Bond, and Liability Insurance Certificate within fifteen (15) calendar days after being notified that he/she has been awarded the Contract. A required performance bond is to be 100% of the contract amount and a required payment bond is to be 110% of the contract amount.

Payments will be made in accordance with the Douglas County Financial Policy (**original invoice from Contractor is required before payment will be made**). The County's terms are NET 30 days after receipt of an approved invoice or certified payment.

Notice to Proceed (NTP) on this Project will be issued following receipt of the correct and fully executed Contract Documents and upon an approved Purchase Order in the full contract amount.

IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THEIR BID DOCUMENTS ARE COMPLETE AND CORRECT PRIOR TO BID SUBMITTAL.

Completion Date for this Contract shall be:

THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS FROM NTP

No Bid will be received or accepted after the above specified time and date of the Bid Opening. Bids submitted after the designated time and date will be deemed invalid and returned unopened to the Bidder.

Please note Georgia Department of Transportation Standard Specifications, 2021 Edition, GDOT Supplemental Specifications, 2024 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project. A **Disadvantaged Business Enterprise (DBE) goal of fifteen percent (15%)** applies to this project. The DBE goal can be met by prime contracting, sub-contracting, joint venture or mentor/protégé relationship.

All Bidders must be Pre-Qualified with the Georgia Department of Transportation (GDOT), and all subcontractors must be registered with GDOT. Qualifications of the Bidder will be reviewed before the Award of the Contract. The County may award the Contract to other than low Bidder. The Douglas County Board of Commissioners reserves the right to reject all Bids and to waive informalities.

The Douglas County Board of Commissioners in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

GENERAL REQUIREMENTS

- I. **RESTRICTIONS ON COMMUNICATION WITH STAFF:** From the issue date of the solicitation and until a supplier is selected for contract award and the selection is made public, bidders are not allowed to communicate for any reason with members of the Board of Commissioners, Douglas County employees and/or contracted agents related to the solicitation except through the issuing officer (or his/her designee) named in the solicitation. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. Exceptions to this restriction on communication include the following:

- Communication during pre-bid conference/meeting provided the issuing officer is present, or
- As necessary to perform under any existing contracts with the County, or
- With Douglas County pursuant to the protest process

A bidder's violation of the restriction on communication can lead to disqualification of the supplier's response from consideration for contract award and/or other disciplinary action such as suspension or debarment.

- II. **SCHEDULE:** The following schedule is supplied as a guideline rather than a set of absolute deadlines. The County reserves the right to modify or alter the schedule as needed.

Public Advertisement of Solicitation 26-022	6/30/2026
Deadline for submission of written questions and requests for clarification	5:00 pm, 7/13/2026
Deadline for response to written questions and requests for clarification	5:00 pm, 7/20/2026
Deadline for submission of Bids	10:00 am, 7/24/2026

- III. **QUESTIONS:** Prospective Proposers must submit any questions regarding this solicitation Electronically in [BidNet](#) by the due date and time specified in the solicitation. Only questions submitted via [BidNet](#) will be accepted and addressed.

Responses to questions received during the solicitation time period are posted on the website at <https://www.bidnetdirect.com/georgia/douglascounty> in an addendum. Proposers who fail to report a known or suspected problem with this solicitation or who fail to seek clarification or correction of this solicitation do so at their own risk.

- IV. **PROJECT PLANS:** Project plans can be downloaded using the following link:

Uploaded with ITB

- V. **ADDENDUM:** Any necessary additions or corrections will be made by addenda and issued electronically in BidNet. The Addendum will become part of the solicitation. Failure to acknowledge any addenda shall not relieve Bidders of compliance with the terms thereof. The County assumes no responsibility for oral instructions. All requests for clarification and additional information must be made in writing on BidNet. Responses to questions will be posted as addenda in BidNet. It is the bidder's responsibility to review BidNet periodically to determine if addenda have been prepared and posted.

The successful firm's proposal and all the addenda will become a part of the agreement resulting from this document.

- VI. All work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, 2021 Edition, GDOT Supplemental Specifications, 2024 Edition, and applicable Supplemental Specifications and Special Provisions. The applicable GDOT specifications govern over any conflicting requirements that may be found in the Agreement, Supplemental General Provisions, and General Conditions.

The materials used in The Work shall meet all quality requirements outlined in the GDOT Sampling, Testing, and Inspection Guide. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work, have been completed and evaluated. The contractor shall use suppliers on the appropriate GDOT Qualified Products List. Upon request by Douglas County or its representative, the Contractor shall furnish formal written invoices from the materials suppliers. The invoices shall show the quantities and the dates shipped.

The Contractor shall maintain a daily summary of weather conditions, personnel on site (including subcontractors), and tasks performed.

Erosion control, monitoring, sampling, and compliance are the responsibility of the Contractor. All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide. Test results are to be provided to Douglas County. Douglas County will assign a GDOT-certified testing firm to perform material testing.

Change orders may be required periodically throughout construction of the project. Change Orders must be submitted in writing to Douglas County and include a breakdown of itemized costs and time extension, if applicable. All change order submittals must be placed on the GDOT LAP Change form, signed by the contractor, and must then be approved by the County *prior to implementation*.

- VII. **DEFINITIONS AND TERMS:** Delete the following paragraphs from Section 101 of the 2021 Edition of the Georgia Department of Transportation State of Georgia Standard Specifications Construction of Transportation System and replace with the following:

DELETE:

REPLACE WITH:

101.10 Board
COMMISSIONERS

THE DOUGLAS COUNTY BOARD OF

101.13 Chief Engineer

**THE DIRECTOR OF THE DOUGLAS COUNTY
DEPARTMENT OF TRANSPORTATION** or his duly
authorized representative

101.14 Commissioner

**THE CHAIRMAN OF THE DOUGLAS COUNTY
BOARD OF COMMISSIONERS**

101.22 Department

**THE DOUGLAS COUNTY DEPARTMENT OF
TRANSPORTATION**

101.24 Engineer

Same as **101.13** - Chief Engineer (above)

101.62 State Highway Engineer

Same as **101.13** - Chief Engineer (above)

101.63 State
COMMISSIONERS

THE DOUGLAS COUNTY BOARD OF

101.80 Treasurer

**THE DIRECTOR OF THE DOUGLAS COUNTY
DEPARTMENT OF PROCUREMENT**

- VIII. A Preconstruction conference, to include at a minimum a County representative, Contractor, and affected Utility Companies, is mandatory prior to commencing with construction activities. The DBE firm(s) to be used on this project as identified on the DBE Goals Form are to be invited to the preconstruction conference to assure such firms are known to all parties and steps are taken to assure their use on the project.

BID BOND
(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
(hereinafter called the **PRINCIPAL**) and _____
(hereinafter called the **SURETY**), a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Georgia, are held and firmly bound unto Douglas County, Georgia, in the full and just sum of: _____ Dollars, and _____ Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand to Douglas County, Georgia, to which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns jointly and severally and firmly by these presents:

WHEREAS, the Principal is about to submit, or has submitted to Douglas County, Georgia, a Proposal for furnishing materials, labor and equipment for the: **P.I.# 0020661 - SR 166 @ Chapel Hill Road Project, Solicitation No. 26-022, Douglas County.**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the Proposal be accepted, the Principal shall within fifteen (15) days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form manner required by Douglas County, Georgia, and execute a sufficient Certificate of Liability Insurance, Performance Bond, and Payment Bond payable to Douglas County, Georgia. The Performance Bond shall be 100% of the total Contract Price, and the Payment Bond shall be 110% of the total Contract Price, in form and with security satisfactory to said Douglas County, Georgia, and otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Douglas County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 202__.

_____(SEAL)

Principal

By: _____

Address: _____

Telephone #: _____

_____(SEAL)

Surety

By: _____

Address: _____

Telephone #: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

100% PERFORMANCE BOND

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS, that we _____, as
Principals, hereinafter called Contractor, and _____, a
corporation duly organized under the laws of the State of _____, listed in
the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are
held and firmly bound unto **DOUGLAS COUNTY**, hereinafter called Owner, in the sum of _____
Dollars
(in words), (\$ _____) (in figures), for payment of which sum, well and truly
to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the _____ day of _____, 202____, with the Owner for: the **P.I.# 0020661 - SR 166 @ Chapel Hill Road Project, Solicitation No. 26-022, Douglas County**, in accordance with drawings and specifications prepared by Douglas County Department of Transportation, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions; or,
- B. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The Contractor is required to provide the Owner a one-year guarantee covering workmanship and materials of the Project. This Performance Bond shall remain in force for one year from the date of Acceptance of the Project by the Owner.

100% PERFORMANCE BOND

Page 2 of 2

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 202_.

Attest:

_____(SEAL)
Principal (Bidder)

Signature

Typed Name

Title

Attest:

_____(SEAL)
Surety

Signature Attorney-in-Fact

Typed Name

(Attach Certified and Dated Copy of Power of Attorney)
DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY BOC.
(Bond must not be dated prior to date of Agreement)

110% LABOR AND MATERIAL PAYMENT BOND

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter called a Contractor, and _____, a corporation duly organized under the laws of the State of, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, are held and firmly bound unto **DOUGLAS COUNTY**, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the ____ day of _____, 202____, with the Owner for: the **P.I.# 0020661 - SR 166 @ Chapel Hill Road Project, Solicitation No. 26-022, Douglas County**, in accordance with drawings and specifications prepared by Douglas County Department of Transportation, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - 2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

110% LABOR AND MATERIAL PAYMENT BOND

Page 2 of 2

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

PROVIDED FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 202__.

Attest:

_____(SEAL)
Principal (Bidder)

Signature

Typed Name

Title

Attest:

_____(SEAL)
Surety

Signature

Typed Name

(Attach Certified and Dated Copy of Power of Attorney)

DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY BOC.

(Bond must not be dated prior to date of Agreement)

**EVIDENCE OF COMPLIANCE
WITH
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

_____ 500 or more employees;
_____ 100 or more employees; or
_____ fewer than 100 employees (*Contractor must initial appropriate category*).

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such contractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s),
- (4) To submit to the County, such contractor and subcontractor affidavit(s) of "Immigration Compliance Certification," EXHIBIT A-2,

The failure of Contractor to comply with any of the requirements and procedures of the County (i.e. failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations) and to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of the Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement and during the term of the Agreement shall constitute a material breach of the Agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor of sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements and that upon notice of a material breach of these provisions, the Contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure and in compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Solicitation/Contract No./Call No.	Solicitation No. 26-022, Douglas County
or Project Description:	P.I.# 0020661 - SR 166 @ Chapel Hill Road Project

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV / E-Verify User Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Sub-Contractor's (Your) Name:	
Sub-Contractor's Address:	
Solicitation/Contract No.:	Solicitation No. 26-022, Douglas County
Solicitation/Contract Name:	P.I.# 0020661 - SR 166 @ Chapel Hill Road Project

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV / E-Verify User Identification Number)

Date of Authorization

Name of Sub-Contractor

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

Printed Name (of Authorized Officer or Agent of Sub-Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

BID PROPOSAL

Page 1 of 3

Proposal of _____ (hereinafter called “**BIDDER**”) a contractor organized and existing under the laws of the state of _____, *an individual, a corporation, or partnership doing business as _____. *Strike out Inapplicable Terms.

THIS BID SUBMITTED TO: **DOUGLAS COUNTY, GEORGIA** (hereinafter called “**COUNTY**”)

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **COUNTY** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the total Unit Price Fee and within the Contract Time indicated in this Bid.

BIDDER agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the construction of the P.I.# 0020661 - SR 166 @ Chapel Hill Road Project, hereinafter referred to as the “**PROJECT**”, including, but not limited to, erosion and sediment control, maintenance of traffic, earthwork and grading, excavation, subgrade preparation, culvert construction, drainage construction, asphalt surfacing, concrete surface course, sidewalks, signs, traffic signalization, pavement marking, and grassing as further set forth in the project drawings, technical specifications and bid manual, hereinafter called the “**WORK**”. The work also includes all explanatory matters.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

2. **BIDDER** agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **COUNTY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.
4. **BIDDER** has examined the Utility Adjustment Schedules (UAS's), utility plans, and related documents with respect to utility involvement, conflicts, time constraints, and coordination requirements of the proposed work.
5. **BIDDER** has given the **COUNTY** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **COUNTY**.
6. **BIDDER** is aware no submitted bid may be withdrawn after the receipt of bids for a period of one hundred twenty (120) days.

BID PROPOSAL

Page 2 of 3

7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
8. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
9. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over **DOUGLAS COUNTY, GEORGIA**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

BIDDER further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the Work in **THREE HUNDRED SIXTY-FIVE (365) calendar days from Notice to Proceed**.

TOTAL LUMP SUM BASE BID PROPOSAL SUM:

_____ \$ _____
(written amount)

The low bidder will be determined based upon the sum of the base bid.

BID PROPOSAL

Page 3 of 3

Attached hereto is a bid bond or certified check on the (Bank) _____ in the amount of

_____.

(Five percent of Total Amount Bid).

The full name and residence of persons or parties interested in the foregoing bid as **CONTRACTORS**, are named as follows:

_____	_____
_____	_____
_____	_____

DOUGLAS COUNTY, GEORGIA

Signed, sealed, and dated this _____ day of _____, 202__.

BIDDER: _____
(company Name)

By: _____

Title: _____

Mailing Address:

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

BID SCHEDULE OF ITEMS					
P.I.# 0020661 - SR 166 @ CHAPEL HILL ROAD PROJECT					
BID ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL -- PI 0020661	LS	1		
210-0100	GRADING COMPLETE -- PI 0020661	LS	1		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	1348		
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	154		
441-0108	CONC SIDEWALK, 8 IN	SY	288		
441-0754	CONCRETE MEDIAN, 7 1/2 IN	SY	293		
441-5025	CONCRETE HEADER CURB, 4 IN, TP 9	LF	295		
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	984		
634-1200	RIGHT OF WAY MARKERS	EA	16		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	2030		
318-3000	AGGR SURF CRS	TN	20		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	264		
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	357		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	238		
402-3600	RECYCLED ASPH CONC 12.5 MM, SMA, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	TN	314		
413-0750	TACK COAT	GL	402		
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	1627		
439-0022	PLAIN PC CONC PVMT, CL 3 CONC, 10 INCH THK	SY	560		
456-2084	SINUSOIDAL EDGELINE RUMBLE STRIPS - GROUND IN PLACE SKIP, 6 IN (150 MM)	GLM	2		
441-0301	CONC SPILLWAY, TP 1	EA	1		

P.I.# 0020661 - SR 166 @ CHAPEL HILL ROAD PROJECT

BID ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
500-3900	CLASS B CONCRETE, INCL REINF STEEL	CY	2		
550-2180	SIDE DRAINPIPE, 18 IN, H 1-10	LF	38		
550-3318	SAFETY END SECTION 18 IN, STORM DRAIN, 4:1 SLOPE	EA	3		
550-3418	SAFETY END SECTION 18 IN, SIDE DRAIN, 4:1 SLOPE	EA	1		
550-3618	SAFETY END SECTION 18 IN, SIDE DRAIN, 6:1 SLOPE	EA	1		
550-5180	STORM DRAINPIPE, 18 IN, CLASS III	LF	101		
550-5360	STORM DRAINPIPE, 36 IN, CLASS III	LF	90		
550-6820	FLARED END SECTION, 18 IN, STORM DRAIN, TEMPORARY	EA	3		
668-2100	DROP INLET, GP 1	EA	5		
668-4300	STORM SEWER MANHOLE, TP 1	EA	2		
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	8.32		
163-0232	TEMPORARY GRASSING	AC	1		
163-0240	MULCH	TN	23		
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	2		
163-0310	CONSTRUCTION EXIT TIRE CLEANING STATION (PER DAY)	EA	2		
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SANDBAGS	EA	19		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	5		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	100		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	750		
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	190		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	5		
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	2		

P.I.# 0020661 - SR 166 @ CHAPEL HILL ROAD PROJECT

BID ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	3		
167-1500	WATER QUALITY INSPECTIONS	MO	12		
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	200		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	1500		
700-8100	FERTILIZER NITROGEN CONTENT	LB	75		
700-6910	PERMANENT GRASSING	AC	2		
700-7000	AGRICULTURAL LIME	TN	5		
700-8000	FERTILIZER MIXED GRADE	TN	2		
700-9300	SOD	SY	322		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	132		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	104		
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	SF	254		
636-2070	GALV STEEL POSTS, TP 7	LF	676		
636-2080	GALV STEEL POSTS, TP 8	LF	72		
636-2090	GALV STEEL POSTS, TP 9	LF	168		
636-3010	GROUND-MOUNTED BREAKAWAY SIGN SUPPORT	EA	4		
429-1000	RUMBLE STRIPS	EA	9		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	595		
653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	LF	1832		
653-2602	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	LF	1381		
653-4830	THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE	GLF	110		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	24		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	202		
654-1001	RAISED PVMT MARKERS TP 1	EA	44		

P.I.# 0020661 - SR 166 @ CHAPEL HILL ROAD PROJECT					
BID ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
654-1003	RAISED PVMT MARKERS TP 3	EA	93		
TOTAL:					

Page 4 of 4

Note: Bidders are responsible for verifying quantities.

This unit price bid schedule can be inserted as an amended page in the bid documents. **DO NOT DISASSEMBLE THE BID DOCUMENTS.**

INSURANCE REQUIREMENTS

Prior to execution of the Contract and at all times the Contract is in force, the Contractor shall obtain, maintain and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia and an A.M. Best Rating A-6 or higher and acceptable to the County covering:

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability
 - Bodily Injury by Accident- \$500,000 Each Accident
 - Bodily Injury by Disease - \$500,000 Policy Limit
 - Bodily Injury by Disease- \$500,000 Each Employee
2. Comprehensive General Liability Insurance
 - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
 - (b) Owner's and Contractor's Protective
 - (c) Blanket Contractual Liability
 - (d) Blanket "X", "C" and "U"
 - (e) Products/Completed Operations Insurance
 - (f) Broad Form Property Damage
 - (g) Personal Injury Coverage
3. Automobile Liability
 - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
 - (b) Comprehensive Form covering all Owned, Non-owned and Hired Vehicles
4. Umbrella Liability Insurance
 - (a) 4,000,000 Limit of Liability
 - (b) Coverage at least as Broad as Primary Coverage as outlined under Items 1, 2, 3 above
5. Douglas County Board of Commissioners (DCBC), its subcontractors and affiliated companies, its officers, directors and employees shall be named on the Certificates of Insurance as Additional Insureds and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of Douglas County, arising out of Contractor's operations. Copies of the endorsements shall be furnished by the County prior to execution of the Contract. Such insurance is Primary Insurance and shall contain a Severability of Interest clause with respects to each Insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the County. Any separate insurance maintained in force by the Additional Insureds named above shall not contribute to the insurance extended by Contractor's Insurer(s) under this Additional Insured Provision.

Certificate Holder Should Read:

Douglas County Board of Commissioners

**P.I.# 0020661 - SR 166 @ Chapel Hill Road Project, Solicitation No. 26-022
Douglas County, Georgia**

Agent: _____ Telephone No. _____

Address: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that _____, who signed Proposal on behalf of the Contractor, was then (title) _____ of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers, that said Corporation is organized under the laws of the State of _____, this _____ day of _____, 202__.

(SEAL)

(Signature)

(Company)

(Address)

(Telephone No.)

OATH OF SUCCESSFUL BIDDER

Personally, appeared before the undersigned officer duly authorized by law to administer oaths and who, after being first duly sworn, depose and say that they are all the officers, agents, persons, or employees who have acted for or represented

(Company Name) _____

(Address) _____

(Telephone No.) _____ in bidding or procuring a Contract with Douglas County, Georgia on the following project(s):

**P.I.# 0020661 - SR 166 @ Chapel Hill Road Project, Solicitation No. 26-022
Douglas County, Georgia**

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

By: _____
(Signature of Bidder)

(Name Printed)

(Title)

Sworn to and subscribed before me this _____ day
of _____, 202__.

NOTARY PUBLIC

(SEAL) _____

DOUGLAS COUNTY, GEORGIA

CERTIFICATIONS

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Plans for this Project and the Georgia Department of Transportation State of Georgia Standard Specifications Construction of Transportation Systems, 2013 Edition, and the 2016 GDOT Supplemental Specifications Modifying the 2013 Standard Specifications Construction of Transportation Systems and the Special Provisions and any supplementary specifications included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said specifications and plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials, in the manner specified.

I also hereby agree that Douglas County would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish Bonds and Liability Insurance as herein required, in consideration of which, I hereby agree that, in the event of such failure on my part to execute said Contract and furnish said Bonds and Liability Insurance within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby forfeited to Douglas County as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided or suffer liquidated damages in accordance with applicable specifications and regulations. I also propose to furnish Performance and Payment Bonds and Liability Insurance, approved by the Douglas County Board of Commissioners, as required by the laws of the State of Georgia. These Bonds shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract, I hereby certify that employees of the company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of Douglas County nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify Douglas County through its Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of Douglas County employees.

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor's Name), _____ (Subcontractor's Name) certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to Douglas County, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to Douglas County to accept or reject this Proposal at any time within that prescribed bid hold period unless the successful bidder agrees in writing to a longer period of time for the Award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

Witness my hand and seal this, the _____ day of _____, 202__.

The bidder(s) whose signature(s) appears on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this _____ day of _____, 202__.

(Notary Public)

My commission expires the _____ day of _____, 202__.

(Federal ID No./IRS No.)

Contractor:

(Print Company Name)

By: _____ (SEAL)
Corporate President/Vice President or
Individual Owner or Partner.
(Strike through all except one, which applies)

Joint Bidder:

(Print Company Name)

By: _____ (SEAL)
Corporate President/Vice President or
Individual Owner or Partner.
(Strike through all except one, which applies)

BUSINESS REFERENCES

Submit reference information for similar projects. This list shall include customers' names, addresses, and a current contact with phone number.

References

Please provide three (3) customer references

1. Contact Name: _____

Company Name: _____

Address: _____

Phone: _____ Email Address: _____

2. Contact Name: _____

Company Name: _____

Address: _____

Phone: _____ Email Address: _____

3. Contact Name: _____

Company Name: _____

Address: _____

Phone: _____ Email Address: _____

INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater than the percentage required. If no goal is indicated, you may propose your own goal.

The DBE firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vendor Number	Company Name and Address (City and State)	Type Of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80,000.00 (60%= \$48,000.00)

* For Departmental use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

PLEASE NOTE: For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established “regular dealer” in the product involved, and not just a broker. A “regular dealer” would normally sell the product to several customers and would usually have product inventory on hand.

For DBE eligibility, refer to GDOT Disadvantaged Business Enterprise Program, Criteria for Acceptability, November 3, 2014

DBE GOALS FORM

[illegible]

INSTRUCTIONS FOR REPORTING DBE PARTICIPATION

In order to receive credit toward the DBE Goal, the prime contractor must complete the report in its entirety and submit this form MONTHLY to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contract DBE requirements.

- 1 PROJECT NUMBER – 0020661
- 2 COUNTY – See Contract.
- 3 ~~N/A CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.~~
- 4 CONTRACTOR NAME –
- 5 REPORT SUBMISSION DATE – This is the date the report is completed.
- 6 REPORT NUMBER – Reports must be consecutively numbered.
- 7 REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
- 8 DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
- 9 DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
- 10 CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
- 11 PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
- 12 DBE \$ AMOUNT – The is the total dollar amount representing the percentage of the original contract.
- 13 PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
- 14 DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
- 15 SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contract should be shown as the subcontract amount.
- 16 OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
- 17 SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
- 18 SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. ~~All subcontracts shall include the Required Contract Provisions, FHWA 1273 and the Cargo Preference Act Requirements; these provisions shall not be incorporated by reference.~~ A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Douglas County Department of Transportation.
- 19 RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions.
- 20 RACE CONSCIOUS – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.
- 21 ORIGINAL SUBCONTRACT AMOUNT – This is the original amount shown in the Signed Contract.
- 22 PREVIOUS PAYMENTS – This totals all PAYMENTS prior to this report.
- 23 PAYMENTS THIS REPORT – These are the totals of PAYMENTS during this report period only.

- 24 PAYMENTS TO DATE – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.
- 25 CURRENT COLUMN TOTALS – Total each column.
- 26 PERCENT OF CONTACT – This percentage is calculated using the contract amount and the total DBE payments-to-date.
- 27 CERTIFICATION – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.
- 28 DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.
- 29 A DBE hauler must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.
- 30 Payments and commitments for Federal-aid projects **shall be separate and distinct and cannot be transferred or combined in any manner.**
- 31 Credits towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: _____

PROJECT NO.: _____
 COUNTY: _____
 CONTRACT ID NO.: _____
 CONTRACTOR: _____

REPORT NO.: _____

NOTICE TO PROCEED: _____
 DATE WORK BEGAN: _____
 CONTRACT \$ AMOUNT: _____
 DBE \$ AMOUNT: _____ \$ 0.00

DBE REQUIRED %: _____
 % DOLLAR COMPLETE: _____
 % PROJECT COMPLETE: _____

31-Jan	☐	31-Jul	☐
28-Feb	☐	31-Aug	☐
31-Mar	☐	30-Sep	☐
30-Apr	☐	31-Oct	☐
31-May	☐	30-Nov	☐
30-Jun	☐	31-Dec	☐

S = SUPPLIER SC = SUBCONTRACTOR

APPROVED DBE				VENDOR ID	DESCRIPTION OF WORK	
	S	SC	ORIGINAL SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	TOTAL PAYMENTS TO DATE
1						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
2						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
3						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
4						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
5						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
6						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
RN COLUMN TOTALS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
RC COLUMN TOTALS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL % PAID TO DATE: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME.
 ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOALS IS (1) REAL AND SUBSTANTIAL; (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS.

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____

FOR DEPARTMENT USE ONLY

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____
 (Mandatory)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____
 (Mandatory)

DOUGLAS COUNTY
SUBCONTRACTORS NOTIFICATION LIST

The apparent Successful Bidder shall within five days after request, submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. Approval of all sub-contractors shall be in writing by Douglas County.

Required information on subcontractors doing work in Douglas County. Please list any subcontractors whom may perform work on this project, include their Business License number, the Activity or Commercially Useful Function (CUF*) they may perform, and if they are a DBE/MBE/WBE Firm.

GENERAL CONTRACTOR: _____

LICENSE NUMBER: _____

SUBCONTRACTOR: _____ **LICENSE NUMBER:** _____

ACTIVITY/CUF *: _____

DBE/MBE/WBE ☐ Yes ☐ No ☐ RN ☐ RC **GDOT UCP No:** _____

SUBCONTRACTOR: _____ **LICENSE NUMBER:** _____

ACTIVITY/CUF*: _____

DBE/MBE/WBE ☐ Yes ☐ No ☐ RN ☐ RC **GDOT UCP No:** _____

SUBCONTRACTOR: _____ **LICENSE NUMBER:** _____

ACTIVITY/CUF*: _____

DBE/MBE/WBE ☐ Yes ☐ No ☐ RN ☐ RC **GDOT UCP No:** _____

SUBCONTRACTOR: _____ **LICENSE NUMBER:** _____

ACTIVITY/CUF*: _____

DBE/MBE/WBE ☐ Yes ☐ No ☐ RN ☐ RC **GDOT UCP No:** _____

SUBCONTRACTOR: _____ **LICENSE NUMBER:** _____

ACTIVITY/CUF*: _____

DBE/MBE/WBE ☐ Yes ☐ No ☐ RN ☐ RC **GDOT UCP No:** _____

Note: All subcontractors must be reported on this form for License Inspection purposes.

CONTRACT DOCUMENTS

CONTRACT

Page 1 of 4

THIS AGREEMENT made by and between **DOUGLAS COUNTY, GEORGIA**, hereinafter called “**COUNTY**,” and _____ a contractor doing business as an individual, a partnership, or a corporation of the City of _____, County of _____, and State of Georgia, herein after called “**CONTRACTOR**”.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **County**, the **Contractor** hereby agrees to commence and complete the construction in accordance with requirements of Solicitation No. 26-022, described as follows:

NOTICE TO BIDDERS:

This project is funded by Federal, State, and/or local funds. Accordingly, the successful bidder will be required to comply with all applicable Federal and State rules and regulations, as well as those of Douglas County. The project must conform to all Americans with Disabilities Act (ADA) regulations.

All bidders submitting bids in excess of \$2,000,000.00 shall be prequalified with the Georgia Department of Transportation (GDOT). All bidders submitting bids \$2,000,000.00 or less shall be either a pre-qualified contractor or registered subcontractor with GDOT. All subcontractors will be required to be approved by the Department in advance of any work being performed by the Subcontractor.

A Disadvantaged Business Enterprise (DBE) goal of fifteen percent (15%) has been established for this project. Bidders shall comply with 49 C.F.R. Part 26 in their efforts to attain this goal. Bidders shall be required to document DBE participation to meet the goal. DBE firms must be certified with the GDOT Office of Equal Employment Opportunity. The project will require the use of Davis Bacon wage rates for Douglas County, Georgia, that are in effect on the date of the bid opening.

Project Name: SR 166 @ Chapel Hill Road Project

Project No.: 0020661, Solicitation No. 26-022, Douglas County

The purpose of this contract is for the construction of the P.I.# 0020661 - SR 166 @ Chapel Hill Road Project to provide travel lanes, curb and gutter drainage, and sidewalks, hereinafter referred to as the “**PROJECT**”, including, but not limited to, erosion control, maintenance of traffic, grading, excavation, subgrade preparation, drainage construction, asphalt surfacing, concrete surface course, sidewalks, signs, traffic signalization, pavement marking, and grassing as further set forth in the project drawings, technical specifications and bid manual, hereinafter called the “**WORK**”. The work also includes all explanatory matter.

The time allowed for performance of the project will be **THREE HUNDRED SIXTY-FIVE (365)** consecutive calendar days. Liquidated damages for this contract shall be in the amount accorded in GDOT provision 108.08 per day for every day the contract is not completed within the specified timeframe.

The Contractor shall submit a monthly invoice. Invoices for payment will be processed, and payment issued, after the associated daily activity logs, weekly payrolls, and monthly DBE report for the respective invoice period are received and approved.

If the Contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements (Section 103.02). The low bid will be determined based on the sum of the base bid and any alternates selected by the Sponsor.

CONTRACT

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All work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, 2021 Edition, GDOT Supplemental Specifications, 2024 Edition, and applicable Supplemental Specifications and Special Provisions.

The Douglas County, Georgia, Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, disability, or age in consideration for an award.

The **Contractor** must also execute and submit "Contractor Affidavit and Agreement" as well as the "Subcontractor Affidavit and Agreement" and "Immigration and Compliance Certification" located in the contract documents and executed by all of their subcontractors prior to beginning work on the project.

Failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements, and

That upon notice of a material breach of these provisions, the **Contractor** (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation (SBP) in all contracts is encouraged. Contractors must submit a DBE participation report to the County prior to beginning work on a project and a final DBE report must be submitted at the end of a project. Monthly DBE reports must be submitted with each monthly invoice. If DBE participation changes during the course of a project, an updated participation report must be submitted to the County at the time of such change. No Small Business reports are currently required; however, this is subject to change at the **County's** discretion.

For all bids on contracts involving utility work as defined in O.C.G.A. 43-14-1 et. seq., the **Contractor and/or its subcontractor(s)** that will perform utility work must have a valid State of Georgia Utility Contractor License and comply with all applicable provisions of Chapter 14 of Title 43 of O.C.G.A.

Hereinafter called the "Project," for the sum of _____ (\$_____.__) and all work in connection therewith, under the terms as stated in the General Conditions, special Provisions and Detailed Specifications of the Contract, and at his/her/its/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, Special Provisions and Detailed Specifications of the Contract, the plans, which include all explanatory matter thereof, as prepared by Douglas County, here entitled the "Engineers," the specifications and contract documents as enumerated in GDOT Specification Section 105.03, all of which are made a part hereof and collectively constitute the Contract.

CONTRACT

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The **Contractor** further **proposes and agrees hereby to promptly commence the Work** with adequate force and equipment **within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within 365 consecutive calendar days from the issuance of the Notice to Proceed.**

The **County** 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 Section 109 of the GDOT Standard Specifications, as modified in the General Conditions and Special Provisions.

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in five (5) counterparts, each of which shall be deemed an original.

Executed this _____ day of _____, 202__.

DOUGLAS COUNTY, GEORGIA

ATTEST:

By: _____
Dr. Romona Jackson Jones
Douglas County Commission Chairman

County Clerk

Clerk Signature

Witness

Printed Name

ATTEST:

CONTRACTOR

Secretary

Printed Name

By: _____
Signature

Witness

Printed Name

Printed Name

Title: _____

(Seal)

Give proper title of each person executing affidavit. Attach seal as required.

CONTRACT

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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

- 1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by attachment and made a part of this contract.
- 2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- 4) Information and Reports: The Contractor shall provide all information and reports required by Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Douglas County ~~or the Federal Highway Administration~~ to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Douglas County ~~or the Federal Highway Administration~~ as appropriate and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the non-discrimination provisions of this contract, Douglas County shall impose such contract sanctions as it ~~or the Federal Highway Administration~~ may determine to be appropriate, including, but not limited to:
 - a. Withholding or payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as Douglas County ~~or the Federal Highway Administration~~ may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Douglas County enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FINAL AFFIDAVIT

TO: DOUGLAS COUNTY, GEORGIA

I, _____, hereby certify that all supplies of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of its subcontractors in connection with the construction of **P.I.# 0020661 - SR 166 @ Chapel Hill Road Project** in Douglas County have been paid and satisfied in full as of _____, 202__, and that there are no outstanding obligations or claims of any kind for the payment of which Douglas County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Printed Name

Title

Personally appeared before me this _____ day of _____, 202__,
_____, who under oath deposes and says that he is
_____ of the firm of _____ and that he
has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

Printed Name

My Commission Expires

- This Final Affidavit must be submitted before Douglas County will issue the final payment.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

First Use 2013 Specifications: November 01, 2013

Updated July 01, 2018

SPECIAL PROVISION

PROMPT PAYMENT:

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department. If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

Prime contractors must maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years after Contract Final Acceptance. These records shall be made available for inspection upon request by any authorized representative of the Georgia Department of Transportation or USDOT.

All subcontract agreements shall contain this requirement.

CLARIFICATIONS

CHANGE ORDERS: Change orders may be required periodically throughout construction of the project. Change Orders must be submitted in writing using the appropriate L.A.P. form and include a breakdown of itemized costs. All changes must be approved by Douglas County prior to implementation.

STAGING: The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

If 10-foot lanes are utilized temporarily (for staging), the project shall implement a regulatory speed reduction to 35 MPH. DCDOT written pre-approval is required. If the 45 MPH design speed is maintained, lanes widths shall be a minimum of 11 feet.

WORKSITE TRAFFIC CONTROL SUPERVISOR (WTCS): Per GDOT Standard Specification Section 150, the contractor shall appoint a certified WTCS.

WORKSITE UTILITY COORDINATION SUPERVISOR (WUCS): Per GDOT Specification 107, the contractor shall designate, prior to beginning any work, a Worksite Utility Coordination Supervisor (WUCS) who shall be responsible for initiating and conducting utility coordination meetings and accurately recording and reporting the progress of utility relocations and adjustment work.

GENERAL TRAFFIC CONTROL NOTES:

1. GDOT standards require a 2-foot lateral buffer (safety gap) between the edge of the travel lane and the face of the temporary concrete barrier.
2. All lane and road closures shall comply with applicable traffic control requirements. Closures require submission and approval of a TIR or equivalent approved traffic control plan. For non-state routes, closures must follow local agency traffic control standards. **Notice Requirements:** Local agencies shall be provided the traffic control plan at least 7 days in advance for full road closures and 48 hours in advance for lane closures.

SPECIAL DAMAGES:

1. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
2. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**P.I. No.: 0020661
COUNTY: DOUGLAS**

SECTION 108 - PROSECUTION AND PROGRESS

Retain Sub-Section 108.08 as written and add the following:

108.08. Failure or Delay in Completing Work on Time

C. Restrictive Work Hours

Failure to re-open travel lanes as specified in Special Provision Section 150.6.A will result in the assessment of liquidated damages in the amount of \$1,000 per hour or portion thereof.

D. Traffic Loops

Failure to maintain the traffic loops as specified in Special Provision Section 150.6 will result in the assessment of liquidated damages in the amount of \$2,000 per calendar day.

The above rates are cumulative and are in addition to any Liquidated Damages which may be assessed for failure to complete the overall project.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**P.I. No.: 0020661
DOUGLAS COUNTY**

SECTION 150 – TRAFFIC CONTROL

Delete Subsection 150.6 and add the following:

150.6 Special Conditions:

A. Lane Closures

The Contractor shall not install lane closures, pace traffic or move equipment or materials that interferes with traffic on SR 166 or on Chapel Hill Road between the hours of 6:00 am to 9:00 am and 3:00 pm to 9:00 pm, Monday through Friday.

C. Miscellaneous:

1. Traffic Loops

Traffic Loops removed or damaged during the resurfacing shall be replaced and operational within 4 days of applying final surface course. Failure to have replacement traffic loops operational within the time specified will result in the assessment of penalties as specified in Special Provision 108.08.

DEPARTMENT OF TRANSPORTATION DOUGLAS COUNTY

SPECIAL PROVISION

**P.I.# 0020661, Douglas County
State Route (SR) 166 @ Chapel Hill Road Improvements**

Section 107—Legal Regulations and Responsibility to the Public

Add the following to Subsection 107.23:

H. Protection of Ecological Resources

The following conditions are intended as a minimum to protect these species and their habitat during any activities that are in close proximity to the known location(s) of these species.

1. All Project personnel shall be advised about the potential presence and appearance of the state/federal protected gray bat (*Myotis*) and tricolored bat (*Perimyotis subflavus*). Pictures and habitat information shall be posted in a conspicuous location in the Project field office until such time that Project construction activities have been completed and time charges have stopped. In addition, the Contractor shall be responsible for maintaining one set of pictures and habitat information on the Project site that is easily accessible at all times. If a Project field office is not present, a copy of the pictures and habitat information shall be supplied to the Project personnel to be kept on the Project during construction activities. All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting of the above species in knowing violation of the Endangered Species Act of 1973 and the Georgia Endangered Wildlife Act of 1973.
2. Erodible stockpiled materials and excavation spoil should be placed at least 200 feet away from streams, wetlands, and open waters, if feasible. All disturbed soil located within 200 feet of a stream, wetland, or open water shall be mulched daily or covered with erosion control mats until work in such areas has been completed. If mulch is necessary, mulch with tackifiers or soil stabilizers that are anionic and non-oil based (e.g., granular PAM) shall be used to reduce turbidity and increase longevity. Erosion and sediment control devices (e.g., compost filter socks or silt fence) shall be installed around erodible stockpiles and excavation spoils within 200 feet of a stream, wetland, or open water.
3. Within 200 feet of a stream, wetland, or open water, secondary containment and spill response procedures (e.g., spill kits) shall be provided on site for all heavy equipment to prevent the spread of pollutants during oil changes, refueling, and equipment maintenance. When feasible, mineral based hydraulic fluids should be replaced with synthetic biodegradable hydraulic fluid.
4. Omit the application of lime and fertilizer within 200 feet of Perennial Stream 1; (see Environmental Resource Impact Table [ERIT] for station numbers).
5. Utilize best management practices (BMPs), containment measures, and/or enhanced sediment and erosion control techniques to protect water quality.
6. Restrict tree removal greater than one acre within suitable bat habitat from May 1 to July 31.

SR 166 @ Chapell Hill Road Improvements, Douglas County

SP 107.23H – Protection of Ecological Resources

7. Ensure tree removal is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).
8. Direct temporary lighting away from suitable habitat.
9. When installing new or replacing existing permanent lights, use downward-facing, full cut-off lens lights (with approximately same intensity or less for replacement lighting).
10. To avoid effects to roosting bats, perform any culvert removal, replacement, and/or maintenance work from April 1 to October 15 unless federally listed bats are present.
11. If culvert removal, replacement, and/or maintenance work must be performed outside the active season of April 1 to October 15 period, then the following measures must be followed:
 - a. If culvert assessment or P/A surveys suggest presence of less than five federally listed bats, and work is conducted outside the active season of April 1 to October 15 period, the following types of work can generally be conducted with the presence of bats:
 - i) Work where construction equipment or materials do not enter the culvert.
 - ii) Work inside the culvert that is conducted away from roosting bats and does not involve percussives or noise level above general traffic (e.g., wing-wall work; scour or pier concrete repair.)
 - b. If assuming presence of bats, or if culvert assessment suggests presence of federally listed bats, ensure suitable roosting habit is maintained. Suitable roosting sites may be incorporated into the design of a new culvert.
12. Project personnel shall be advised about the potential presence and appearance of federally protected migratory birds, including the barn swallow (*Hirundo rustica*), cliff swallow (*Petrochelidon pyrrhonota*), and eastern phoebe (*Sayornis phoebe*), and that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting these species in violation of the Migratory Bird Treaty Act of 1918. The law protects adults, fledglings, nestlings, eggs, and active nests. All bats are protected under Georgia state law (Official Code of Georgia § 27-1-28), with some species protected under the federal Endangered Species Act of 1973. Pictures and habitat information shall be posted in a conspicuous location in the Project field office until such time that construction has been completed and time charges have stopped.
13. In the event any incident occurs that causes injury to the above species along the Project corridor, the Contractor shall report the incident immediately to the County Engineer. With the exception of traffic control and erosion control, all activity shall cease pending consultation by the Department with the Fish and Wildlife Service and the Georgia Department of Natural Resources Wildlife Resources Division.
14. The Contractor shall keep a log detailing any incidents that cause harm or injury to the above species on or adjacent to the Project until such time that Project construction has been completed and time charges have stopped. Following Project completion, the log and a report summarizing any incidents that caused harm to these species shall be submitted by the Contractor to the County Engineer who will in turn will provide copies of the report to the Fish and Wildlife Service and the Georgia Department of Natural Resources Wildlife Resources Division.
15. All costs pertaining to any requirement contained herein shall be included in the overall bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

Tree Clearing Log

P.I.#: 0020661, Douglas County

Begin Sta #	End Sta #	Inside Restricted Clearing Zone (Y/N)*	Begin Date	End Date	Contractor Signature & Printed Name	Project Engineer Signature & Printed Name

* See ERIT and SP 107.23H for station numbers and dates of restricted tree clearing (if applicable).

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