

**Request for Sealed Bid No. 16-014
PEACH COUNTY
GEORGIA**

**Vegetation Management Services for Herbicide Application on County Roadside
Right-Of-Way**

PURPOSE

The PEACH COUNTY BOARD OF COMMISSIONERS is soliciting sealed written bids from qualified companies to control roadside vegetation through the application of chemical herbicide on approximately two hundred miles of paved roads. Sealed bids will be received in the Peach County Board of Commissioners' Office, 213 Persons Street, Fort Valley, Georgia 31030, until April 12, 2016, 10:00 a.m. local time. Bids shall be opened in public without discussion at the Board of Commissioners' meeting room, 213 Persons Street, Fort Valley, GA at 10:15 a.m., April 12, 2016, to verify completeness. Bid price amounts will not be discussed or made public until Board of Commissioners has awarded the contract to the successful bidder.

INTENT

The Peach County Board of Commissioners intends to award a contract to one who has extensive experience in this field. Peach County strongly encourages creative approaches. The Bids will be evaluated on:

- Unit Costs
- Contractor Qualifications
- Similar Work
- Past work history with Peach County
- References
- Peach County Business Location

ADDITIONAL INFORMATION / ADDENDA

The County reserves the right to amend this Request for Bid (RFB). Any changes to the RFB will be communicated via Peach County web site. It is the contractor's responsibility to check for any addendum issued for this RFB prior to submitting the bid.

In the event additional information is required, all inquiries must be submitted in writing to Clarice Davis, 213 Persons Street, Fort Valley, GA 31030, by fax at (478) 825-2678, or via email at Clarice-davis@peachcounty.net.

All questions must be received three (3) business days prior to the RFB closing to allow ample time to post any addendum or changes if necessary.

The County will recognize only communications which are in writing. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.

BID SUBMITTAL

Bids shall clearly indicate the legal name, address, e-mail address, and business telephone number of the Contractor (company, firm, partnership, or individual). All expenses for making

this bid to Peach County are to be borne by the Contractor. Peach County reserves the right to retain all bids submitted and to use any ideas in a Bid, regardless of whether that bid is selected.

One (1) original bid and Three (3) copies of your bid shall be submitted in one sealed package, clearly marked on the outside “RFB 16-014, Vegetation Management Services for Herbicide Application on County Roadside ROW” and addressed to:

Peach County Board of Commissioners
Attn: Clarice Davis
213 Persons Street
Fort Valley, Georgia 31030

All terms submitted in this Bid shall remain valid for a period of not less than Sixty (60) days from the date of the RFB opening.

Failure to submit any required data item or inaccurate responses may be cause for rejection.

ORGANIZATION AND HISTORY: Failure to include any information may be ample cause for rejection of the bid as non-responsive.

1. Please provide the name, title, address, telephone number, e-mail address, and fax number of the individual(s) responsible for responding to this bid.
2. Summarize or outline any work performed for Peach County and throughout Middle Georgia.
3. Provide a schedule outlining the estimated number of spraying applications and the estimated dates of the applications.
4. Provide a list of at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, and telephone number

SCOPE OF SERVICES

Provide Peach County, Georgia, with vegetation management services, which include:

- Roadside Right-Of-Way (ROW) Herbicide Application to control turf, grass, and broadleaf vegetation including all applicable turf areas of specified paved roads, from the roadway's edge up to 20' foot, both sides of the road for approximately 200 miles of paved roadway.
- Roadside Right-Of-Way (ROW) Herbicide Application to control brush and woody vegetation as requested and outlined by the Peach County Public Works Director.

Prices for these materials will remain firm for a one year term, with options to renew for three (3) additional one-year terms. The initial effective term will be April 15, 2016 through April 14, 2017. The County at its sole option may offer annually to extend the Contract for up to three (3) additional one-year terms.

INSURANCE REQUIREMENTS

The Contractor shall be responsible for their work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever

with the contracted work. The Contractor shall, during the continuance of all work under the Contract, provide the following:

A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000 each accident, each disease, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractor, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.

B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

C. The Contractor agrees to maintain Business Auto Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation of automobiles or vehicles.

Contractor shall notify the County, in writing, thirty (30) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.

Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.

The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

SPECIFICATIONS

1.0 GENERAL:

1.1 Scope: Provide Peach County, Georgia, with a 1-year service agreement renewable annually for three additional years for vegetation management services, which include:

- Roadside Right-Of-Way (ROW) Herbicide Application to control turf, grass, and broadleaf vegetation including all applicable turf areas of specified paved roads, from the roadway's edge up to 20' foot, both sides of the road for approximately 200 miles of paved roadway.
- Roadside Right-Of-Way (ROW) Herbicide Application to control brush and woody vegetation as requested and outlined by the Peach County Public works Director.

2.0 SERVICE REQUIREMENTS:

2.1 Herbicide Application Service: The successful bidder will furnish herbicide application services, along specified roadways. The service will consist of a uniform broadcast spray application of herbicides to all terrestrial areas within the parameters listed in 1.1.

2.1.1 Herbicide Applicator Experience: Bidder shall have experience with Plant Growth Regulator (PGR) herbicides in the reducing right of way vegetative growth. Bidder shall provide a list of all the Plant Growth Regulator (PGR) herbicides the firm has used in the past three years with rates and target vegetation.

2.1.2 Project Manager: Bidders shall appoint a project manager or supervisor. Contractor's Project Manager must have at least three (3) years of experience in roadside and or utility right of way herbicide applications and possess a current Commercial Pesticide Applicator's License, issued by the State of Georgia, who will provide onsite supervision of chemical application. Commercial Pesticide Licenses must include Category 27 for right of way use. Provide the Project Manager's resume. Provide a copy of the Project Manager's Georgia Commercial Pesticide Applicator's License with the Category 27 endorsement. Only licensed applicators working out of the Selected Contractor's servicing office will be allowed to submit licenses for application approval. Verification of employment can be requested before, during, or after application.

2.1.3 Bidder References: The bidding vegetation management company shall have documented proven, successful contracts from at least three customers that the bidder supports as similar in scope, complexity, and cost as per the requirements of this specification. These existing customers shall be available for reference and their contact info included in document form with this bid.

2.1.4 Disclosure of Services: In letter form, Bidder must state they are indeed a Commercial Applicator of herbicides. They must also acknowledge that the majority of their business is Commercial Application of herbicides, and NOT one of the following: Manufacturer, Distributor, Wholesaler, Re-Wholesaler, or any other type of Retail Herbicide Enterprise that would create Conflicts of Interest with participating Commercial Application Companies. Neither SUBCONTRACTORS, nor temporary help are allowed to participate.

2.2 Frequency of Applications: Application frequency and dates shall be determined by the Contractor to meet the Performance Specifications in this document.

2.3 Equipment Requirements: The equipment requirements shall be considered adequate by industry standards as a functional application apparatus. The spray equipment must be free of leaks and properly maintained prior to being onsite. The Contractor shall be required to demonstrate that their equipment and operators are capable of applying an even and controlled

application of material to all areas of the right-of-way. Pictures of Equipment may be submitted with bid.

2.3.1 Mobilizing Equipment and Roadway Areas: Prior to commencement of work, all equipment necessary to perform the required services in this contract shall be inspected and approved by Contractor. Each motorized unit of mobile spray equipment must be free of oil and fluid leaks, as well as have had proper maintenance and inspection before being onsite. Proper safeguards such as spill kits, fire extinguishers, etc. must be onboard all necessary vehicles.

2.3.2 All Spray Patterns or Outlets: All spray patterns or outlets shall have instantaneous shut-off valves immediately accessible to the spray operator from their operating position.

2.3.3 Injection and Flow Control Equipment: If used, shall be electronically controlled and capable of delivering the specified chemical application rates on a per acre basis independent of vehicle ground speed. 2.3.3 is only applicable when this equipment is being used and is not mandated equipment for the prospective project.

2.4 Herbicide Selection and Application Details

2.4.1 Daily Progress Reports: The Contractor shall submit a written report each day to the County of work performed the previous day. The above report can be a copy of the Herbicide Application Report, as long as it has accurate descriptions of the areas treated each workday. Descriptions shall include at a minimum the name of roads treated, the number of acres treated on each road ROW, and the chemical herbicides used on the ROWs. A blank copy of this report must be submitted with bid for approval.

2.4.2 Herbicide(s) that will meet the performance specifications in this RFB, shall be selected by the Contractor. The herbicide(s) to be used for each application along with the application rate, and targeted goals and vegetation shall be submitted to the Peach County Public Works Director for approval fourteen (14) days prior to the scheduled application date.

2.4.3 Chemical Safety Data Sheets must be on sent to the Peach County Public Works Director fourteen (14) days prior to the scheduled application date for chemical herbicides or be previously on file with Peach County Public works.

3.0 SAMPLING & INSPECTION:

3.1 Inspections: The County will conduct periodic site inspections during and post-application for reliability and verification. If the County finds successful Contractor in violation of requirements listed in these specifications, the Contractor can be dismissed and precluded from participating in future opportunities with the County.

3.2 Chemical Sampling: Chemical samples shall be taken at the discretion of the County.

4.0 Performance Requirements:

4.1 Roadside Right-Of-Way (ROW) Herbicide Application for turf and grassed areas: Herbicide application shall control turf, grass, and broadleaf vegetation including all applicable turf areas of specified paved roads, from the roadway's edge up to 20' foot, both sides of the road in order to meet the following objectives:

- Minimize vegetation height to three feet tall or less while necessitating no greater than two mowing cycles per calendar year
- Retard growth of grasses and eliminate broadleaf weeds
- Introduce no damage to adjacent agricultural crops
- Induce no damage to adjacent privately maintained lawns or landscape
- Conform to all State and Federal and local laws and regulations

4.2 Roadside Right-Of-Way (ROW) Herbicide Application for Woody Vegetation and Brush: Herbicide application shall eliminate brush and woody vegetation, in areas of specified paved

roads right-of-ways, from the roadway's edge up to 20' foot, both sides of the road in order to meet the following objectives:

- Eliminate deciduous and evergreen growth in specified areas up to 20 feet from road edge to a height of 12 feet from the road edge.
- Eliminate deciduous and evergreen growth on trees with trunks larger than 8 inches in diameter without killing the tree
- Kill all deciduous and evergreen vegetation with trunk diameters smaller than two inches.
- Introduce no damage to adjacent agricultural crops
- Induce no damage to adjacent privately maintained lawns or landscape
- Conform to all State and Federal and local laws and regulations

5.0 COSTS, PRICING, AND INVOICING:

5.1 Cost Structure: The costs of this project are quantified in a per acre price. The price will include all inventory, delivery, application, and labor of the herbicide application. These prices shall be reflected in a "per growing season" cost.

6.0 QUALITY ASSURANCE:

6.1 Contractor's Qualifications: Contractor is experienced, as determined by Peach County, as one who specializes in the installation of work similar to that required for this project within Middle Georgia.

3.2 Pre-Construction Meeting: Contractor shall conduct a pre-construction meeting with the Peach County Public Works Director prior to being issued a Notice-to-Proceed (NTP) to verify project requirements, license(s), Submittals, schedule, and other project requirements.

3.4 Firm must have experience with and knowledge of EPA and Ga. EPD environmental regulations regarding bodies of water and environmentally sensitive areas. This includes knowledge of General NPDES Permit for Discharges of Aquatic Pesticides into the Waters of the State (GAG820000). Provide documentation to describe the contractor's policies and procedures for applying herbicides around bodies of water and environmental sensitive areas, and Contractor's knowledge of the NPDES Permit and how the permit relates to your application of pesticides on other contracts/projects.

7.0 SPECIAL PROVISIONS:

7.1 The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the entirety of the work.

7.2 Contractors must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

7.3 Contractors must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

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

7.5 The contractor shall protect all work areas necessary to prevent accidents and insure safe working conditions for employees, work related personnel, and the general public.

7.6 The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage at his own expense.

7.7 Right to Waive and Reject:

7.7.1 The Board of Commissioners (Board), in its absolute discretion, may reject any bid of a contractor that has failed, in the opinion of the Board, to complete or perform a Peach County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Peach County Purchasing Manager to emphasize this condition to potential contractors.

7.7.2 There is no obligation on the part of the County to award the project to the lowest bid price, and the County reserves the right to award the project to a contractor submitting a bid response with a resulting negotiated agreement which is most advantageous and in the best interest of Peach County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Peach County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

7.7.3 The Board reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

7.7.4 The Board specifically reserves the right to reject any conditional bid and will normally reject those that made it impossible to determine the true cost of the bid.

7.8 Peach County may make such investigations deemed necessary to determine the ability of the contractor to perform the work and ensure there is no conflict of interest as it relates to the project. The contractor shall furnish to the County any additional information and financial data for the purpose as the County may request. The data may include a detailed and up-to-date list of plant equipment and materials which contractor proposes to use, indicating which portions he already possesses and a detailed description of the method and program of work to be done.

7.9 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract

AGREEMENT:

Upon acceptance of the winning Bid by the Peach County Board of Commissioners, a contract will prepared and executed. Upon execution of the contract agreement, a purchase order will be issued with the Notice To Proceed (NTP). The contractor shall be paid upon submission of invoices. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order number. Invoices shall be submitted to:

Peach County Public Works Department
Attention: Paul Schwindler, P.E.
Public Works Director/County Engineer
410 Old Macon Road
Fort Valley, Georgia 31030

No delivery of products or services shall become due or be accepted until a purchase order has been issued by Peach County.

INSTRUCTIONS FOR SUBMITTING BIDS

All bidders responding to this RFB must submit a completed detailed bid.

Submission of Bids – Sealed bids must be received by the Board of Commissioners Office **BEFORE** 10:00 a.m. April 12, 2016. Bids may be mailed or hand delivered to Peach County Board of Commissioners Office, Attn. Clarice Davis, 213 Persons Street, Fort Valley, Georgia 31030.

Questions and Inquiries – Written questions and inquiries will be accepted from any and all contractors or firms planning on submitting a bid. Inquires pertaining to the RFB must give firm or contractor name, RFB number, title, and acceptance date. Material questions will be answered in writing and communicated in an addendum, provided that all questions are received at least three (3) days in advance of the Bid acceptance date.

Addendum and Supplement to Request - If it becomes necessary to revise any part of this RFB, or if additional data are necessary to enable an exact interpretation of provisions of this RFB, an addendum will be issued. It is the responsibility of the party submitting the Bid to ensure that they have received all addendums prior to submitting a bid. **All addendums must be initialed and attached to the bid.** Failure to include addendums may be ample cause for rejection of the bid as non-responsive. Addendum will be published on the Peach County web site www.peachcounty.net.

Required Copies - Each firm shall submit **one (1) original and three (3) copies** of their bid to the County's Purchasing Department as indicated in this RFB. The original bid shall be clearly marked "**ORIGINAL**", **in blue ink** and shall contain all original signatures in **blue ink**. Copies of the original proposal shall be clearly marked "**COPY**", **in red ink**.

Late Bids - Late bids will be returned to party submitting the bid unopened if the RFB number, acceptance date, and Contractor's return address is shown on the container.

Rights of County - The County reserves the right to accept or reject all or any part of any bid.

Miscellaneous Requirements - The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a bid. All bids shall provide a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of this RFB. Emphasis should be on completeness and clarity of content.

BID SELECTION PROCESS

All bids will be evaluated according to the following factors:

- Unit Costs
- Contractor Qualifications
- Similar Work
- Past work history with Peach County
- References
- Peach County Business Location

<u>Factor</u>	<u>Evaluation Weight</u>
Unit Costs	50%
Contractor Qualifications	20%
Similar Work	12%
Past work history with Peach County	7%
References	8%
Peach County Business Location	3%

The Bid form contains a list of the work upon which the County is accepting bids. Please provide pricing on the items as listed on the schedule of unit prices form, in the unit of measure as noted. The quantities listed on the form are estimates. Future quantities purchased may vary.

Submit the following completed documents with the Bid packages. **Bids not containing the following completed documents will be considered “non-responsive” and may be rejected for consideration:**

- Bid Form (completed and signed)
- Certification by Contractor, Non-Segregated Facilities (Signed and Dated)
- Certification by Contractor, Drug-Free Workplace Act (Signed and Dated)
- Non-Collusion Affidavit or Prime Contractor (Signed, notarized, and dated)
- Conflict of Interest Certification (Signed and Dated)
- Vendor Information Sheet (Completed, Signed and Dated)
- Form W9 (Taxpayer Identification Number)
- SAVE Affidavit (all contractors, or vendors) (Signed, notarized, and dated)
- Sub-Contractor E-Verify Affidavit (all contractors, subcontractors or vendors that are not sole proprietors with zero employees) (Signed, notarized, and dated)
- Insurance Certificate(s) verifying required insurance:
 - Certificate of Liability Insurance
 - Certificate of Workers Compensation Insurance
 - Certificate of Automobile Liability Insurance
- Sole Proprietor Contractor Affidavit (only contractors or vendors with no employees) (Signed, notarized, and dated)
- Photo Identification (only if vendor or contractor is a Sole Proprietor)(see attached list of acceptable documents)
- Organization and History – Provide those items required in the Organization and History section of this RFB package
- Provide the following information regarding the contractor’s experience, capabilities, and licensure:
 - Provide documentation to describe the contractor’s policies and procedures for applying herbicides around bodies of water and environmental sensitive areas, and Contractor’s knowledge of the NPDES Permit and how the permit relates to your application of pesticides on other contracts/projects.
 - A blank copy of “Daily Progress Report” must be submitted with bid for approval

- Pictures of Equipment (Optional)
- Provide the Project Manager's resume
- Provide a copy of the Project Manager's Georgia Commercial Pesticide Applicator's License with the Category 27 endorsement.
- Provide a list of all the Plant Growth Regulator (PGR) herbicides the firm has used in the past three years with rates and target vegetation.
- Addendum initialed by Contractor if applicable

Bid Form Page 1 of 2

Bid of _____ (hereinafter called "**Contractor**"), a company organized and existing under the laws of the State of Georgia, *an individual, a corporation, a partnership doing business as: _____

Contractor or Firm Name

TO: Peach County (Hereinafter called "**County**")

Gentlemen:

The **Contractor**, in compliance with your Notice to Contractors and all Bid Documents, elects to submit a Bid on the entirety of the following **Work**:

The bid shall meet all requirements set forth in the specifications section of this RFB to Provide Peach County, Georgia, with a 1-year service agreement renewable annually for three additional years for vegetation management services in accordance with specifications as detailed in the RFB package and all addenda published prior to the bid closing, which include:

- Roadside Right-Of-Way (ROW) Herbicide Application to control turf, grass, and broadleaf vegetation including all applicable turf areas of specified paved roads, from the roadway's edge up to 20' foot, both sides of the road for approximately 200 miles of paved roadway.
- Roadside Right-Of-Way (ROW) Herbicide Application to control brush and woody vegetation as requested and outlined by the Peach County Public works Director.

Having examined the site of the proposed **Work**, and being familiar with the conditions throughout the County and of the proposed work, including the availability of materials and supplies to complete the work in accordance with the RFB, within the specifications set forth herein, and at the prices stated below, proposes to enter into a Contract with Peach County to provide the necessary machinery, tools, apparatus, all labor, and other means of construction necessary to complete the **Work**, the undersigned **Contractor** proposes to complete the items listed in the attached Schedule of Items for the unit prices stated.

Contractor further proposes and agrees hereby to promptly commence the **Work** with adequate force and equipment within thirty (30) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the entirety of the **Work** as expeditiously as possible.

Bid Form Page 2 of 2

Schedule of Unit Item Prices

Price represents "per growing season cost.

Line No	Item	Estimated Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Roadside Right-Of-Way (ROW) Herbicide Application to control turf, grass, and broadleaf vegetation	1,750	AC		
2	Roadside Right-Of-Way (ROW) Herbicide Application to control brush and woody vegetation	500	AC		
Bid Total					

Contractor (Print)

(Signature)

Name of Signer (Print)

Title of Signer (Print)

Date

CERTIFICATION BY CONTRACTOR

Regarding: NON-SEGREGATED FACILITIES

The **Contractor** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Contractor** agrees that, except where he has obtained identical certifications from proposed subcontractor for specific time periods, he will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Contractor** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

CERTIFICATION BY CONTRACTOR

Regarding: Drug-Free Workplace Act

The Contractor certifies that provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the “Drug-Free Workplace Act” have been, and will be, complied with in full. Including compliance by sub-contractors performing work under this agreement.

Contractor (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____), County of _____)

_____, being first duly sworn,
deposes and says that:

1. He/She is _____ (Owner, Partner, Officer, Representative, or Agent) of the **Contractor** that has submitted the attached **Bid**;
2. He/She is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Contractor** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Contractor**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from Proposing in connection with such Contract, or has in any collusion or communication or conference with any other **Contractor**, firm or person to fix the price or prices in the attached **Bid** or of any other **Contractor**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Contractor**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Peach County or any person interested in the proposed Contract; and,
5. The price or prices bid in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Contractor** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____ (Print)

Title _____ (Print)

Subscribed and sworn to before me

This _____ day of _____ 20__

(SEAL)

Title

CONFLICT OF INTEREST CERTIFICATION

By signing and submitting this Bid I hereby certify that employees of this 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 Peach County or Peach County Consultants nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Peach County.

Also, by signing and submitting this Contract, I hereby certify that I will notify Peach County through its Director of Public Works 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 Peach County employees.

Contractor

(Signature)

Name of Signer

Title of Signer

Date

VENDOR INFORMATION

COMPANY NAME: _____

CONTACT PERSON: _____ TITLE: _____

BUSINESS ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

TYPE OF BUSINESS: (CIRCLE ONE) CORPORATION PARTNERSHIP SOLE PROPRIETOR

Have you done business with Peach County in the past? (circle one) YES NO

Do you participate in the E-Verify Program? (circle one) YES NO

Do you have a Federal Tax ID number? (circle one) YES NO

The information contained in this document is true to the best of my knowledge and I understand that giving false, misleading or deceptive information is considered unlawful and may be punishable by penalties of prosecution based on Georgia law.

Signature

Date

Revised August 2014

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.					
	Social security number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> </tr> </table>				
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> </tr> </table>				

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

CONTRACTOR E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of PEACH COUNTY BOARD OF COMMISSIONERS 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 OCGA § 13-10-91. Furthermore, the undersigned contractor will continue to use E-Verify 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 OCGA § 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
(4-6 digit number can be found on MOU)

Date of Authorization

Name of Contractor

Name of Project

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

Executed on _____, _____, 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Revised August 2014

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR'S NAME: _____

CONTRACTOR'S NAME: _____

By executing this affidavit, the undersigned Subcontractor verifies its compliance with OCGA § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with and is participating in the E-Verify program in accordance with the applicability provisions and deadlines established in OCGA 13-10-91.

Federal Work Authorization User Identification Number
(4 6 digit number can be found on MOU)

Date of Authorization

Name of Project

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

Executed on _____, _____, 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Revised August 2014

SOLE PROPRIETOR EXEMPTION AFFIDAVIT

The undersigned sole proprietor of _____ verifies that they are exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has no employees other than themselves and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions.

In making this representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Type of secure and verifiable document provided
(Attach copy i.e. driver's license, passport etc.)

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

NOTARY PUBLIC
My Commission Expires:

Revised August 2014

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has NO employees that you are the sole proprietor of _____ and are not required to register with and/or utilize 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. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 201__ in _____ (city), _____ (state).

Printed Name of Exempt Private Employer

Signature of Exempt Private Employer or
Authorized Officer or Agent

Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires: _____

* This affidavit is for submissions made on or after to July 1, 2013.

Revised August 2014

Secure and Verifiable Documents Under O.C.G.A. § 50-36-2

Issued August 1, 2012 by the Office of the Attorney General, Georgia

The Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA") provides that "[n]ot later than August 1, 2011, the Attorney General shall provide and make public on the Department of Law's website a list of acceptable secure and verifiable documents. The list shall be reviewed and updated annually by the Attorney General." O.C.G.A. § 50-36-2(f). The Attorney General may modify this list on a more frequent basis, if necessary.

Any secure and verifiable document presented must not be expired. If expiration occurs during contract/benefit period, a current document must be presented to maintain compliance.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at <http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm> [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A Free and Secure Trade (FAST) card [O.C.G.A. § 50-36-2(b)(3), 22 CFR § 41.2]
- A NEXUS card [O.C.G.A. § 50-36-2(b)(3), 22 CFR § 41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card [O.C.G.A. § 50-36-2(b)(3), 22 CFR § 41.2]
- A driver's license issued by a Canadian government authority [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- Certification of Report of Birth issued by the United States Department of State (Form DS-1350) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- Certification of Birth Abroad issued by the United States Department of State (Form FS-545) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- Consular Report of Birth Abroad issued by the United States Department of State (Form FS-240) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- An original or certified copy of a birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]

EXHIBIT 1

**DRAFT CONTRACT AND CONTRACT GENERAL
CONDITIONS**



PEACH COUNTY

CONTRACT AGREEMENT

For

**Vegetation Management Services for Herbicide Application on County
Roadside Right-Of-Way**

CONTRACT # C – 2016 - 014

Peach County, Georgia

SUPPLY CONTRACT

THIS AGREEMENT made by and between PEACH COUNTY, GEORGIA, a political subdivision of the State of Georgia hereinafter called "**County**", and <**Contractor Name**> a contractor doing business as a corporation, authorized to do business in Georgia hereinafter 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 perform and/or supply the services and/or materials described as follows:

General Scope of Work:

Furnish all labor, materials, and equipment Provide Peach County, Georgia for vegetation management services, which include:

Roadside Right-Of-Way (ROW) Herbicide Application to control turf, grass, and broadleaf vegetation including all applicable turf areas of specified paved roads, from the roadway's edge up to 20' foot, both sides of the road for approximately 200 miles of paved roadway.

Roadside Right-Of-Way (ROW) Herbicide Application to control brush and woody vegetation as requested and outlined by the Peach County Public works Director in accordance with the specifications outlined in the request for bid number 16-016.

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage a qualified and experienced CONTRACTOR to provide herbicide application for vegetation control on County Right-of-Ways;

And WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced and qualified to perform the services contemplated and acknowledges that the COUNTY has relied upon such representation.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:

furnish all materials, supplies, and other accessories and services to complete the said herbicide application services in accordance with the conditions and specifications stated in the request for bid No. 16-014, prices and conditions stated in the contractor's response to request for bid number 16-014, and the General Scope of Work, which include all explanatory matter thereof, as prepared by the County, hereinafter called the "**Work**", all of which are made a part hereof and collectively constitute the **Service Contract**.

The **Contractor** shall promptly commence the Work with adequate force to begin the work by no later than **May 12, 2016** or as may be specified by Special Provision.

Prices for these materials will remain firm for a one year term, with options to renew for three (3) additional one-year terms. The initial effective term will be April 15, 2016 through April 14, 2017. The **County** at its sole option may offer annually to extend the Contract for up to three (3) additional one-year terms.

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 contractor's response to request for bid number 14-014.

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this day _____ of _____, 2016

PEACH COUNTY, GEORGIA

ATTEST: By: (Seal)

Melvin E. Walker
Chairman, Board of Commissioners

CONTRACTOR

ATTEST: By: (Seal)

Authorized Signer Name and Title (print)

Authorized Signer signature

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1.0	Definitions	1
2.0	Contract Documents	3
3.0	Covenant Against Contingent Fees	3
4.0	Insurance	3
5.0	Prohibited Interests	5
6.0	Indemnification	5
7.0	Independent Contractor	5
8.0	Subcontracting	5
9.0	Assignability	6
10.0	Equal Employment Opportunity	6
11.0	Anti-Kickback Clause	6
12.0	Claims and Disputes Pertaining to Salary Rates	6
13.0	Personnel and Equipment	7
14.0	Changes and Extra Work	7
15.0	Audits and Inspectors	7
16.0	Contractor Coordination	8
17.0	Verbal Agreement or Conversation	8
18.0	Notices	8
19.0	Liaison	9
20.0	Delivery of Documents	9
21.0	Progress Reports	9
22.0	Conferences and Field Inspections	9
23.0	Right to Entry	10
24.0	Utilities	10
25.0	Tests and Inspections	10
26.0	Review of Work	11
27.0	Notice of Defects	11
28.0	Correction or Removal of Defective Work	11
29.0	County may Correct Defective Work	11
30.0	County May Stop Work	11
31.0	Supervision and Control	12
32.0	Environmental Impact	12

GENERAL CONDITIONS

33.0	Maintenance During Construction	13
34.0	Barricades, Danger, Warning & Detour Signs	13
35.0	Termination of Agreement for Cause	14
36.0	Termination for Convenience of the County	14
37.0	Contractor's Payment and Retainage of Payment	14
38.0	Sanitary Conveniences	15

DRAFT

GENERAL CONDITIONS

1.0 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which the COUNTY executes and enters into an Agreement with the CONTRACTOR to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provisions herein, payable to the CONTRACTOR under this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS.

Contractor - means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

COUNTY - means Peach County, Georgia, a political subdivision of the State of Georgia.

DIRECTOR - Director of Peach County Public Works Department

Drawings - means collectively, all the drawings, sealed by a Georgia Professional Engineer, Architect, Landscape Architect, Surveyor or other approved design professionals, approved for construction by the COUNTY, listed in this Agreement, and also such supplementary drawings as the COUNTY'S consultant(s) may issue from time to time in order to clarify or explain such drawings or to show details which are not shown thereon.

Specifications - means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONTRACTOR or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to the CONTRACTOR signed by COUNTY and accepted by the CONTRACTOR, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, materials, workmanship, labor and any other services or things necessary to

GENERAL CONDITIONS

the successful completion of the Project, assigned to or undertaken by the CONTRACTOR under this Agreement.

2.0 CONTRACT DOCUMENTS

2.1 List of Documents

The Agreement, any required bonds, the General Conditions, the Detailed Scope of Work, the Exhibits, The Proposal, The Bid Form, and all Supplemental Agreements shall constitute the Agreement Documents.

2.2 Conflict and Precedence

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Proposal/Bid/Quote
6. Specifications
7. Drawings

3.0 COVENANTS AGAINST CONTINGENT FEES

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or local laws. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4.0 INSURANCE

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will insure and indemnify both COUNTY and CONTRACTOR against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent acts or activity of the CONTRACTOR during the term of this Agreement. The certificate holder shall be shown as Peach County Board of Commissioners, 235 Person Street, Fort

GENERAL CONDITIONS

Valley, Georgia 31030. The liability under such insurance policy(s) shall be not less than: \$2,000,000.

A. **WORKERS COMPENSATION** - Coverage to apply for all employees for Statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$ 500,000 each accident/ \$ 500,000 disease policy limit/ \$ 500,000 disease - each employee.

B. **COMPREHENSIVE GENERAL LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, XCU Coverage, Blanket Contractual Liability, and Personal Injury Coverage.

C. **BUSINESS AUTO LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include, Owned Vehicles, Hired and Non-Owned Vehicles.

SPECIAL REQUIREMENTS:

E. The Peach County Board of Commissioners is to be included as an **ADDITIONAL INSURED** on both the Comprehensive General Liability and Business Auto Liability Policies and Umbrella if necessary.

F. **HOLD HARMLESS CLAUSE**

See Article 6.0, INDEMNIFICATION

G. Current valid, insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the COUNTY 30 days prior to any expiration date. There shall also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage.

H. It shall be the responsibility of the CONTRACTOR to ensure that all subcontracts comply with the same insurance requirements that the COUNTY requires the CONTRACTOR to maintain.

I. Certificates of insurance, policies, bonds, and any other contract requirements meeting the required Risk Management and Insurance provisions shall be forwarded to the COUNTY'S Public Works Office with the executed Contract. A renewal certificate should be forwarded to the Public Works Office 30 days prior to the expiration date of the policy. There should also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage. It will be the responsibility of the Public Works Department to monitor contract requirements.

J. All Insurance Policies of the CONTRACTOR will be required to be written on an Occurrence Basis. If a particular CONTRACTOR has insurance which is written on a Claims-Made Basis, these policies should be referred for approval by the County Administrator or action by the Board of Commissioners. When requesting evidence of

GENERAL CONDITIONS

insurance (certificates/policies) from CONTRACTOR, it should be clearly stated on the Certificate of Insurance or Insurance Policy whether the policy is written on an Occurrence Basis or Claims-Made Basis. A Claims-Made Policy may be acceptable but does require special review and tailoring for certain items. The Finance Section will assist with this process. When a Claims-Made Policy is acceptable, actual copies of the policies will be required to be forwarded to the COUNTY'S Finance Section.

K. Any certificates of insurance naming an insurance company that does not have at least a "B" rating by A. M. Best & Company shall be referred to the Finance Section for approval by the County Administrator or action by the Board of Commissioners.

L. All insurance documentation and approvals must be in place before the commencement of any work.

THE COUNTY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATES MEETING THE ABOVE REQUIREMENTS SHALL HAVE BEEN DELIVERED TO AND APPROVED BY THE COUNTY.

5.0 PROHIBITED INTERESTS

A. Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having any such interest shall be employed directly or indirectly by the CONTRACTOR.

B. Interests of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.0 INDEMNIFICATION

The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COUNTY, its officers, directors, agents and employees from and against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of construction services or sub-standard materials under this Agreement and that of its sub-contractors or anyone to whom the CONTRACTOR is legally liable.

7.0 INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the COUNTY nor shall imply any rights under any tax exemption the COUNTY might enjoy.

GENERAL CONDITIONS

8.0 SUBCONTRACTING

The CONTRACTOR shall not subcontract in excess of 25% of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the COUNTY'S prior written approval of the subcontractor(s). The COUNTY will not approve any subcontractor for work covered by this Agreement that has not been recommended for approval by the DIRECTOR.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

9.0 ASSIGNABILITY

The CONTRACTOR shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

10.0 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

D. The CONTRACTOR shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. If the CONTRACTOR is found to be in violation of applicable federal, state and /or local laws and/or regulations, and if the Peach County has reasonable cause to believe that the CONTRACTOR has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the CONTRACTOR from doing business with the County.

11.0 ANTI-KICKBACK CLAUSE

Salaries of employees, equipment operators, superintendents, technicians, or professionals performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only

GENERAL CONDITIONS

such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

12.0 CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of employees, equipment operators, superintendents, technicians, or professionals of subcontractors performing work under this Agreement shall be promptly reported in writing by the CONTRACTOR to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

13.0 PERSONNEL AND EQUIPMENT

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through a representative specifically designated by the CONTRACTOR. All of the services required hereunder will be performed by the CONTRACTOR under the representative's supervision, or by the sub-contractor stipulated in the proposal and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law, if applicable, to perform such services.

The CONTRACTOR shall employ only qualified registered surveyors in responsible charge of any survey work.

The CONTRACTOR shall employ only qualified professional engineer in responsible charge of any engineering work.

The CONTRACTOR shall employ a standard of care, skill and diligence in the performance of the services in this contract as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances, sufficient to construct structures that meet accepted industry standards in terms of quality and accuracy for their intended purpose.

The CONTRACTOR acknowledges all applicable rules and regulations of the Occupational Safety and Health Administration (OSHA) and the State of Georgia with regard to worker health and safety.

14.0 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written Supplemental Agreements to this Agreement.

GENERAL CONDITIONS

Changes that involve an increase in the budgeted contract amount shall require the approval of the County Administrator or the Board of Commissioners. Changes to the scope of work that do not involve increasing the project budget may be approved by the DIRECTOR or authorized designee of the COUNTY.

15.0 AUDITS AND INSPECTORS

The CONTRACTOR shall maintain all books, documents, papers, time sheets, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for seven years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

16.0 CONTRACTOR COORDINATION

The CONTRACTOR shall cooperate fully with the DIRECTOR, the Public Works Operations Manager or their duly authorized representative (s), Georgia Department of Transportation, Federal government officials, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the COUNTY.

If the COUNTY undertakes or awards other contracts for additional related work, the CONTRACTOR shall fully cooperate with such other Contractor/Consultant and COUNTY employees or appointed committee(s), and shall carefully fit its own work to such additional work as may be directed by the COUNTY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees.

17.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3.0 above.

18.0 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices to the COUNTY shall be addressed to the DIRECTOR as follows:

Paul Schwindler, P.E., Director

GENERAL CONDITIONS

Peach County Public Works
410 Old Macon Road
Fort Valley, Georgia 31030

Copy to: Reggie James, Manager of Operations and Facilities
Peach County Public Works
410 Old Macon Road
Fort Valley, Georgia

Notices to CONTRACTOR shall be addressed as follows:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

19.0 LIAISON

The DIRECTOR or his duly appointed representative shall act as the Liaison between the CONTRACTOR and the COUNTY and all utilities, authorities or governments whose properties will be affected. The CONTRACTOR shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondences, data, information, invoices and reports shall be directed to the Liaison to provide for proper distribution to the parties concerned.

The Liaison will expedite any necessary decisions affecting the performance of the CONTRACTOR'S Agreement, but the CONTRACTOR shall not make use of the Liaison's services on trivial or minor matters normally to be decided by the CONTRACTOR.

20.0 DELIVERY OF DOCUMENTS

Except as otherwise provided herein, the CONTRACTOR shall submit all progress documents, reports, sketches, planning notes, and other papers and supporting data required under this Agreement to the COUNTY in triplicate. The CONTRACTOR shall deliver the required progress reports in a timely manner so that the work can be reviewed.

21.0 PROGRESS REPORTS

The CONTRACTOR shall report to the COUNTY on suitable forms approved by the COUNTY the status of work on the last day of each month during the life of the Agreement. The report shall include, but is not limited to:

1. Construction activities completed during this period
2. Problems and/or unforeseen conditions

GENERAL CONDITIONS

3. Required inspections conducted during the period
4. Complete schedule; items impacting the schedule; projected completion date
6. Quality assurance activities

22.0 CONFERENCES AND FIELD INSPECTIONS

The CONTRACTOR shall familiarize himself with existing infrastructure facilities and visit key locations throughout the PROJECT area, acquainting themselves with all local conditions involved in the prosecution of this Agreement. The CONTRACTOR may request that a representative of the COUNTY accompany him on specific site visits if field conditions are such that they warrant special attention. As work progresses either party may request a conference or additional field inspection to discuss elements of the work. In this event, the parties shall agree on a time and place for the conference or inspection and each party shall attend. All conferences and meetings shall be held at a location that will not be a direct cost to the PROJECT. In the event the parties cannot agree on a time and place for the conference, the COUNTY will have final decision. The CONTRACTOR shall attend as many meetings or conferences as necessary to finalize the work.

23.0 RIGHT TO ENTRY

The CONTRACTOR will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with the practices of the COUNTY. The CONTRACTOR shall discuss with and receive approval from the COUNTY prior to sending said notices of intent to enter private property. Upon request by the CONTRACTOR, the COUNTY will provide the necessary documents identifying the CONTRACTOR as being in the employ of the COUNTY for the purposes described in the Agreement. If the property owners or occupant denies the CONTRACTOR permission to enter, such incident will be reported to the COUNTY and the COUNTY will initiate such action as is dictated by current policy and procedure.

24.0 UTILITIES

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

The CONTRACTOR shall identify all major elements of privately, publicly or cooperatively owned utilities that may be impacted by proposed elements of the PROJECT. The CONTRACTOR shall stop work, and immediately notify the COUNTY of any unforeseen utility conflicts encountered or discovered.

The CONTRACTOR shall make no commitments to the utility companies that are binding upon the COUNTY. The COUNTY will conduct any necessary negotiations with the utilities and authorities. However, the CONTRACTOR may be required to participate in such negotiations at the request of the COUNTY during the prosecution of the PROJECT if such work is undertaken by the County.

GENERAL CONDITIONS

25.0 TESTS AND INSPECTIONS

CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for COUNTY'S and DIRECTOR'S acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections test or approvals shall be performed by organizations acceptable to DIRECTOR and COUNTY.

26.0 REVIEW OF WORK

The COUNTY and DIRECTOR their consultants and other representatives and personnel of the COUNTY, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable. The Project activities and data collected under this Agreement and amendments hereto. All reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the CONTRACTOR, shall be available to authorized representatives of the COUNTY for inspection and review at all reasonable times in the main offices of the COUNTY.

Refusal by the CONTRACTOR to submit progress reports and/or required submittals shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the COUNTY'S request in this regard.

27.0 NOTICE OF DEFECTS

Prompt notice of all defective Work of which the COUNTY or DIRECTOR has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted

28.0 CORRECTION OR REMOVAL OF DEFECTIVE WORK

Promptly after receipt of written notice, CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the DIRECTOR, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

29.0 COUNTY MAY CORRECT DEFECTIVE WORK

GENERAL CONDITIONS

If CONTRACTOR fails within a reasonable time after written notice from DIRECTOR to correct defective Work, or to remove and replace rejected Work as required by DIRECTOR in accordance with Paragraph 28.0, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, COUNTY may, after seven days written notice to CONTRACTOR, correct, or remedy any such deficiency.

CONTRACTOR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY'S rights and remedies under this paragraph 29.0.

30.0 COUNTY MAY STOP WORK

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

31.0 SUPERVISION AND CONTROL

The CONTRACTOR shall perform the services required to accomplish the Work plan as stated herein under such control and supervision by the COUNTY as the COUNTY may deem appropriate. The CONTRACTOR shall employ sufficient qualified personnel to perform the work within the time stipulated in the agreement.

32.0 ENVIRONMENTAL IMPACT

The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

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

32.B. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the COUNTY and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

GENERAL CONDITIONS

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

32.D. Erosion Sedimentation & Pollution Control: All points runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. All Erosion Sedimentation & Pollution Control permitting shall be the responsibility of the CONTRACTOR. It shall be the CONTRACTOR'S responsibility to submit the Notice of Intent (NOI) for discharging storm water from the construction project if applicable, and the contractor shall be responsible for compliance with the requirements set forth in the Erosion Sedimentation & Pollution Control Plan and federal, state and local regulations.

32.E. Fuel & Lubrication Spills: All spills shall be removed from the site immediately by the CONTRACTOR.

32.F. Fuel Storage & transfer: All spills shall be allowed only in areas approved by the COUNTY or DIRECTOR.

33.0 MAINTENANCE DURING CONSTRUCTION

The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required in accordance with the latest MUCD standards and/or the county.

Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.

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

34.0 BARRICADES, DANGER, WARNING & DETOUR SIGNS

The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public.

Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

GENERAL CONDITIONS

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the most recent version of Manual on the Federal Highway Administration's Uniform Traffic Control Devices (MUCD) standards and/or County requirements in which the project is located. Temporary Signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the CONTRACTOR.

35.0 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least five (5) normal business days before the effective date of such termination. Failure to maintain the scheduled level of effort or providing the deliverable product for each identified project milestone as proposed and prescribed, or deviation from the project schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished work by the CONTRACTOR under this Agreement shall become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed, as determined by the COUNTY.

If this termination of agreement for cause is invoked against the CONTRACTOR, then the CONTRACTOR shall be liable and responsible for payment to the COUNTY for any costs above the Agreement Price as defined in the Contract that are incurred by the County in order to satisfactorily complete the PROJECT to the satisfaction of the COUNTY. Payment to the COUNTY will be due within 30 calendar days upon written notification from the COUNTY.

36.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time by a notice in writing to the CONTRACTOR. If the Agreement is terminated by the COUNTY as provided in this Article, the CONTRACTOR will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on

GENERAL CONDITIONS

a signed statement of completion to be submitted by the CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the DIRECTOR or his designee for processing. The Peach County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the DIRECTOR and the CONTRACTOR.

37.0 CONTRACTOR'S PAYMENT AND RETAINAGE OF PAYMENT

Partial pay estimates may include stored materials. CONTRACTOR must submit invoices and all materials must be located at the site of the work. Retainage will not be held on stored materials.

The retainage shall be an amount equal to 10% of the CONTRACTOR'S partial pay estimate until 50% completion. Further payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the DIRECTOR certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 20% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials, or other reasons which in the judgement of the COUNTY are valid reasons for non-completion, the COUNTY may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

38.0 SANITARY CONVENIENCES

The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the WORK and their use shall be strictly enforced. Such convenience shall be made available when the first employee(s) arrive on the site and shall be removed after the departure of the last employee from the job site.

End of Section