

**BOARD OF COMMISSIONERS**  
Meetings Second Tuesday

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WALTER SMITH  
Vice-Chairman

BETTY C. HILL

ROY LEWIS

WADE YODER

MARCIA W. JOHNSON  
County Administrator

APRIL H. HODGES  
County Clerk

# Peach County

213 Persons Street  
Fort Valley, Georgia 31030  
Phone 478-825-2535  
Fax 478-825-2678

**COUNTY OFFICIALS**

KIM WILSON  
Probate Judge

JOE WILDER  
Clerk of Superior Court

TERRY DEESE  
Sheriff

W. L. BROWN  
Tax Commissioner

KERRY ROOKS  
Coroner

LAURENS C. LEE  
Magistrate

## **ADVERTISEMENT** **REQUEST FOR BIDS(RFB)**

The Peach County Board of Commissioners will be accepting Sealed Bids pertaining to the following:

RFB No. 18-008; Replacement of Heating, Ventilation, and Air Conditioning (HVAC) Units at the Thomas Public Library, Peach County Public Works

Closing date for Sealed Bid, No. 18-008, shall be June 12, 2018 at 2:30 p.m. RFB No. 18-008 will be opened in public without discussion on June 12, 2018 at 2:45 p.m. All Sealed Bids will be opened in public at the Peach County Board of Commissioners building, 213 Persons Street, Fort Valley, GA 31030. Bid amounts will not be released until the Board of Commissioners has awarded the project to the winning contractor.

A pre-bid meeting will be held June 6, 2018 at 10:00 a.m. at the Thomas Public Library, 315 Martin Luther King Jr. Drive, Fort Valley, GA 31030. Attendance at the pre-bid meeting is not required to submit a bid, but it is highly recommended that potential offerors attend this meeting.

The complete RFB package will be available electronically and can be viewed or downloaded by visiting the following website: [www.peachcounty.net](http://www.peachcounty.net).

For questions pertaining to the RFB package, please contact Ms. Janet Smith in the Peach County Purchasing Department at (478) 825-2535, or by email at [janet-smith@peachcounty.net](mailto:janet-smith@peachcounty.net).

Peach County reserves the right to reject any and all bids, in whole or in part, to waive formalities, to re-advertise and/or to award any bid that is in the best interest of Peach County.

Mail or deliver Sealed Bids to:

Janet Smith  
Peach County Purchasing Department  
ATTN: RFB No. 18-008  
213 Persons Street  
Fort Valley, GA 31030  
Fax: (478) 825-2678

**Request for Sealed Bid No. 18-008**  
**PEACH COUNTY**  
**GEORGIA**

**Replacement of Heating, Ventilation, and Air Conditioning (HVAC) Units at the  
Thomas Public Library**

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**PURPOSE:**

The PEACH COUNTY BOARD OF COMMISSIONERS is soliciting sealed written bids from qualified companies to replace the existing HVAC units at the Thomas Public Library in Peach County, GA. Sealed bids will be received in the Peach County Board of Commissioners' Office, 213 Persons Street, Fort Valley, Georgia 31030, until June 12, 2018, 2:30 p.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 2:45 p.m., June 12, 2018, to verify completeness. Bid amounts will not be made public until the winning bid has been accepted by the Board of Commissioners.

**INTENT:**

It is the intent of this solicitation to engage qualified and experienced HVAC Contractor that can replace existing HVAC units at the Thomas Public Library in Peach County, Georgia. 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:

- Service Delivery Schedule
- Company/Contractor Integrity
- Record of Past Performance
- Experience with Similar Work
- References
- Financial Resources

**BACKGROUND:**

Peach County Public Works has an immediate need to hire a professional HVAC service contractor. The immediate requirement includes the removal, disposal, and replacement of existing HVAC units at the Thomas Public Library.

**ADDITIONAL INFORMATION / ADDENDA:**

1. 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.
2. All questions must be received five (5) days prior to the RFB closing to allow ample time to post any addendum or changes if necessary. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the Peach County Purchasing Department, Attn. Janet Smith, 213 Persons Street, Fort Valley, GA 31030, by fax at (478) 825-2678, or via email at [janet-smith@peachcounty.net](mailto:janet-smith@peachcounty.net). Only written questions will be addressed by the County. Interpretations or clarifications considered necessary by the County in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Purchasing Department as having received the Bidding Documents. Questions received less than five (5) days prior to the

closing date of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3. 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.
4. Pre-Bid Meeting: A pre-bid meeting will be conducted on Wednesday, June 6, 2018, at 10:00 a.m. at the Thomas Public Library, 315 Martin Luther King Jr. Drive, Fort Valley, GA 31030. **Attendance at the pre-bid meeting is not required to submit a bid, but is recommended.**

### **INSTRUCTION TO BIDDERS:**

#### **Failure to submit any required data item or inaccurate responses may be cause for rejection as a Non- Responsive Bid.**

1. Defined Terms: Terms used in these Instructions to Bidders are defined as follows. The Term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instruction to Bidders, the Proposal and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
2. Qualifications of Bidders: If, based on the documentation submitted with the Bid, the Bidder does not demonstrate adequate qualifications; the Owner may disqualify the Bidder. The Bidder shall possess the financial capacity to pay for the expenses associated with this project prior to the initial payment and between subsequent payments, as well as the ability to provide the necessary insurance. The Bidder shall have an experienced management team, an established network of resources to provide the necessary equipment and personnel, to complete the removal, disposal, and replacement of the existing HVAC units at the Thomas Public Library.
  - a. To demonstrate qualifications to perform the work, each Bidder must submit with the Bid the following information:
    - i. Financial and corporate:
      - Documentation of Bankruptcy within last 7 years. If none state so.
      - Verification that the name of firm has not changed in the last five years. If the name of firm has changed in the last five years, provide an explanation. If no name change, please state so.
      - Certificate(s) of insurance showing that the company has adequate Liability, Auto Liability, and Workers Compensation insurance to meet the requirements of this RFB.
    - ii. Safety:
      - Occupational Safety and Health Administration (OSHA) 300 Log for the past 24 months.
    - iii. Experience:
      - Project information from at least three comparable (cost, scope of work) projects over the last five years. Provide scope of work,

contract completion date, contract amount and Owner's name and contact information.

- Litigation history for the last 7 years. If none, so state.
- Owner's name and contact information, description of project, and Owner's name and contact information.
- Qualifications of project manager, superintendent, and subcontractors who will be involved with the project
- List of Subcontractors

- b. Suspension or Debarment: The Bidder nor its principals must not be presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state of Georgia department or agency. Prime Contractors or Sub-contractors that have been debarred or suspended will be disqualified.

3. References:

- a. Provide a list of at least three (3) current professional references for whom comparable work has been performed. This list shall include company name, person to contact, address, and telephone number.
- b. Schedule: Provide a critical path schedule that lists each task to be completed and the length of time to complete each task, and the length of time to complete the entire project.

4. Contact Information:

- a. Bids shall clearly indicate the legal name, address, e-mail address, and business telephone number of the Contractor (company, firm, partnership, or individual).
- b. Please provide the name, title, address, telephone number. E-mail address, and fax number of the individual(s) responsible for responding to this bid.

5. Expenses: All expenses for making this bid to Peach County are to be borne by the Contractor.

6. 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.

7. Bids:

- a. All blanks in the Bid Form must be completed in ink or by typewriter.
- b. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- c. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- d. All names must be typed or printed below the signature.
- e. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).

8. Submission of Bids:

- a. Submission of Bids – Sealed bids must be received by the Board of Commissioners Office **BEFORE** 2:30 p.m. June 12, 2018. Bids may be mailed

or hand delivered to Peach County Procurement Department, Attn. Janet Smith, 213 Persons Street, Fort Valley, Georgia 31030.

- b. **One (1) original bid, Three (3) copies of your bid, and an electronic copy of your bid in Adobe .pdf format on a flash drive shall be submitted in one (1) sealed package**, clearly marked on the outside “RFB 18-008 Replacement of HVAC units at the Thomas Public Library” and addressed to:

Peach County Board of Commissioners  
Attn: Janet Smith  
213 Persons Street  
Fort Valley, Georgia 31030

- c. Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it.
- d. All original and copies of bids shall be permanently bound. Bids submitted using spring loaded clips are not considered permanently bound. ***Bids not bound in a permeant method or in any way that individual sheets can are not connected to adjacent sheets will be considered Non-Responsive and will not be considered.***
- e. 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 five (5) days in advance of the Bid acceptance date.
- f. 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](http://www.peachcounty.net).
- g. Late Bids – Bids received after the closing date and/or time 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.

9. Modification and Withdrawal of Bids:

- a. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- b. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

10. Opening of Bids: Following the opening of the sealed bids, the County will choose the successful bid in accordance with the following procedure: The County will first eliminate from consideration all bids that are not “responsive.” A responsive bid is defined as a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids. The County will then eliminate any bid to which the County does not assign an aggregate score of at least 76 under the criteria set forth in Paragraph 12 of the Instructions to Bidders. The County will deem all remaining bids to be responsive and responsible.

11. Bids to Remain Subject to Acceptance: All responsive and responsible bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, and in accordance with Instruction to Bidders, Section 6.2, release any Bid and return the Bid security prior to that date.

12. Bid Evaluation Criteria: The evaluation criteria to be used by the County to determine responsible bidders (and the maximum points that the County may assign to each) in reviewing the sealed bids is as follows:

<b>Factor</b>	<b>Evaluation Weight (Points)</b>
Service Delivery Schedule	20
Company/Contractor Integrity	17
Record of Past Performance	20
Experience with Similar Work	15
References	10
Financial Resources	15
Peach County Business Location	3

13. Award of Contract:

- a. Owner reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner reserves the right to negotiate with the apparent low bidder including changes in the scope of work if the apparent low bid is greater than the project budget. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct sum.

- b. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - c. Owner may consider the qualifications and experience of Subcontractors, suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the invitation for bids. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
  - d. If the Contract is to be awarded, it will be awarded on the basis of the base bid to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.
  - e. If the Contract is to be awarded, Owner will give the Successful Bidder a written Notice of Award within sixty (60) days after the days of the Bid opening.
  - f. The Owner reserves the right to award the contract conditional upon funds being made available for such project.
  - g. The County reserves the right to utilize any, all, or none of the contractors that are awarded pursuant to the County's solicitation for the services contained in this Agreement.
14. Bid Protests: Any bidder or respondent, who is not the awarded Contractor, but is aggrieved in connection with the award of a Contract, may file a Notice of Protest, in writing, with the Board of Commissioners' Office, within seventy-two (72) hours after Board of Commission approval. The decision of the County Commission is final.
15. Taxes: The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemption and complying with all requirements. The Contractor shall include all Federal, State and local taxes in his bid. The Contractor shall indemnify, defend and hold harmless, Owner, and their employees, agents and representatives from and against any and all claims, damages, losses, penalties, fines and tax liabilities whatsoever resulting from Contractor's failure to include such taxes in his bid, pay any such tax or comply with any applicable tax requirements or statutes.
16. Permits, Licenses, or Fees: Any permits, licenses, or fees required will be the responsibility of the bidder. The County will not entertain separate payment for these items.
17. Signing the Agreement: When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter Contractor shall sign and deliver the required number of counter parts of the Agreement and attached documents to Owner. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor.

18. Laws and Regulations: The Contractor shall keep itself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Owner. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations and shall protect and indemnify the Owner and its agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by himself or by his employees.
19. Non-Segregated Facilities: Bidders 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. Execution of the "Certification of Non-Segregated Facilities" contained within these documents must be accomplished and submitted with the Bid.
20. Equal Opportunity: The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.
21. Liability: The successful bidder shall act as an independent contractor and not as an employee of Peach County. The successful bidder will be required to indemnify, defend, and hold and save harmless Peach County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any Work or duty required to be performed by the successful proposer.
22. Required Submittal Documentation: Submit the following completed (Signed, Dated, and Notarized) documents with the Bid. Bids not containing the following completed documents will be considered "non-responsive" and may be rejected from consideration.
  - Form A: Signed and Sealed Bid Form
  - Form B: Peach County Vendor Form
  - Form C: W-9
  - Form D: Contractor E-Verify Affidavit under O.C.G.A. 13-10-91(b) (1)
  - Form E: S.A.V.E. Affidavit Verifying Status For County Public Benefit Application Contracts
  - Form F: Sub-Contractor E-Verify Affidavit under O.C.G.A. 13-10-91(b) (1)
  - Form G: Private Employer Exemption Affidavit Pursuant To O.C.G.A. 36-60-6(d), if applicable
  - Form H: Certification by Contractor, Non-Segregated
  - Form I: Certification by Contractor, Drug-Free Workplace Act
  - Form J: Non-Collusion Affidavit or Prime Contractor
  - Form K: Conflict of Interest Certification
  - Form L: Indemnity Agreement
  - Form M: Title VI Civil Rights Act of 1964 Contractor Agreement
  - Form N: Certification of Compliance with the Clean Air Act and Federal Water Pollution Control Act
  - Form O: Debarred Bidders/Integrity Certification
  - Form P: Certification of Compliance with the Americans With Disabilities Act of 1990
  - Form Q: Dispute Disclosure



23. Examination of Contract Documents and Site:

- a. It is the responsibility of each Bidder before submitting a Bid, to:
  - i. Examine the Contract Documents thoroughly
  - ii. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work
  - iii. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the work.
  - iv. Study and carefully correlate Bidder's observations with the Contract documents and Notify Owner of all conflicts, errors or discrepancies in the Contract Documents.
- b. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- c. The land upon which the work is to be performed, and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary storage of materials and equipment are to be provided by Contractor.
- d. The submission of a Bid will constitute an incontrovertible representation by Bidder that without exception, the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

24. Indemnification: The Contractor must agree to indemnify and to hold the Owner, its employees, and agents harmless from any and all claims for damages to persons and/or property arising out of or in any way connected with the performance by Contractor of any work, services, or functions contracted for.

25. All firms and their agents who intend to, or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of Peach County Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the County from further consideration for this project.

26. Subcontractors, Supplier, and Others:

- a. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening, submit to Owner, a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the work for which such identification is required. Such list shall

be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

- b. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement
  - c. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.
27. Proprietary Information: Careful consideration should be given before submitting confidential information to Peach County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Peach County does not guarantee the confidentiality of any information not clearly marked as a trade secret.
28. Rejection of Response: The Peach County BOC in its absolute discretion, may reject any response of a respondent 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 respondents.

**RIGHT TO WAIVE AND REJECT:**

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.
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.
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.

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.

## **SPECIFICATIONS**

### **1.0 SCOPE OF WORK:**

The bid shall meet all requirements set forth in the specifications section of this RFB to replace the existing HVAC units at the Thomas Public Library in Peach County, GA. The Scope of Work will include, but not be limited to:

- 1.01 Provide professional HVAC services, and be responsible for the performance of all the requirements and specifications of this RFB, as directed by the County. The services shall include, but are not limited to:
  - a. The removal, and disposal of two (2) existing 5-ton AC/heat pump condenser units and one air handler. The existing condenser units shall be replaced with one (1) new 10-ton dual stage A/C heat pump condenser unit and one (1) new air handler unit
  - b. The removal, and disposal of one (1) existing 3.5-ton A/C heat pump condenser and one (1) existing air handler unit. The existing condenser unit shall be replaced with one (1) new 3.5-ton A/C heat pump condenser unit and one (1) new air handler unit.
- 1.02 Performance shall be deemed as the commencement of service within seven (7) days of issuance of a Notice to Proceed (NTP).
- 1.03 Provide the designated services, including operations and management, logistical support, construction and technical assistance. The contractor shall furnish all equipment, labor, and materials necessary to replace the existing HVAC units. The contractor shall supervise and direct the work, using skilled labor and proper equipment for all works. The contractor is responsible for the safety of its personnel and equipment. The contractor shall pay for all costs associated with the performance of this Agreement, including, but not limited to, materials, personnel, taxes, and fees.
- 1.04 The County reserves the right to utilize any, all, or none of the contractors that are awarded pursuant to the County's solicitation for the services contained in this Agreement.
- 1.05 Contract Time: The time of completion for the replacement of the HVAC units under this contract is thirty (30) calendar days from the date of award.

### **2.0 GENERAL:**

The contractor shall provide service, to include all personnel, equipment, tools, supervision, and other items necessary for the removal, disposal, and replacement of the existing HVAC condenser units, and coolant at the Thomas Public Library in Peach County, GA. The new HVAC condenser units shall be high efficiency units meeting the following minimum requirements:

- 2.01 All bids shall make provision to meet or exceed the requirements contained herein for replacing the existing 5-ton A/C heat pump condenser units and air handler with one (1) new 10-ton dual stage A/C heat pump condenser unit and one (1) new air handler unit meeting the following requirements:

- 208/230 volts three phase electrical system demand to match existing electrical service
- Dual Stage A/C heat pump condenser
- Incorporate remote fire dampers similar to existing
- Provide 20 KW emergency heat strips
- Coolant type to be compatible with present industry standard
- Digital Programmable Thermostats are provided. The contractor must utilize the existing thermostats provided and integrate them into the County HVAC control system. The thermostats provided are:
  - Manufacturer: Distech Controls, Inc.
  - PN: ECB-STAT-HP
  - DC 1614
  - MD: 051-0078R02
  - FCC V95-VT
  - IC: 7591A-VT
- Modification(s) or replacement of the existing support pad(s) as needed to properly mount new condenser unit in similar location
- Replacement of all existing coolant in the system with new coolant in accordance with Federal and State standards
- Complete replacement of all parts and components associated with these units needed to install and start the condensers and air handler
- All modifications and construction needed to the existing site, building, or infrastructure to facilitate the installation or operation of the new Air Conditioning machinery or components
- Startup of the new units in accordance with the manufacturer's warranty
- Provide the County with all owner's manuals, installation manuals, warranty registration information, and any other documentation needed to operate and maintain the equipment in accordance with manufacturers requirements

2.02 All bids shall make provision to meet or exceed the requirements contained herein for replacing the existing 3.5-ton A/C heat pump condenser unit and air handler with one (1) new 3.5-ton A/C heat pump condenser unit and one (1) new air handler unit meeting the following requirements:

- 208/230 volts three phase electrical system demand to match existing electrical service
- Provide 10 KW emergency heat strips
- Coolant type to be compatible with present industry standard
- Digital Programmable Thermostat is provided. The contractor must utilize the existing thermostat and integrate it into the County HVAC control system. The thermostat provided is:
  - Manufacturer: Distech Controls, Inc.
  - PN: ECB-STAT-HP
  - DC 1614
  - MD: 051-0078R02
  - FCC V95-VT
  - IC: 7591A-VT
- Modification(s) or replacement of the existing support pad as needed to properly mount new condenser unit in similar location
- Replacement of all existing coolant in the system with new coolant in accordance with Federal and State standards

- Complete replacement of all parts and components associated with this unit needed to install and start the condenser and air handler
- All modifications and construction needed to the existing site, building, or infrastructure to facilitate the installation or operation of the new HVAC machinery or components
- Startup of the new units in accordance with the manufacturer's warranty
- Provide the County with all owner's manuals, installation manuals, warranty registration information, and any other documentation needed to operate and maintain the equipment in accordance with manufacturers requirements

### **3.0 VERIFICATION OF WORK:**

- 3.01 The contractor shall provide service, to include all personnel, equipment, tools, supervision, and other items necessary for the removal, disposal, and replacement of the existing HVAC condenser units, and coolant at the Thomas Public Library in Peach County, GA. The new HVAC condenser units shall be high efficiency units that meet or exceed all requirements stated within the specifications.
- 3.02 For the purpose of inspection and control, the Peach County Public Works Director will monitor the Contractor's performance. Any deficiency in the Contractor's performance will be reported to the Contractor within seventy-two (72) hours following completion of work, and such deficiencies shall be corrected by the Contractor no later than seventy-two (72) hours following receipt of such notice.
- 3.03 The Contractor shall be responsible for taking corrective action in response to any notices of violation issued by any agency as a result of the Contractor's or any subcontractors' actions or operations during the performance of the Agreement. Corrections for any such violations shall be at no additional cost to County.

### **4.0 FAILURE TO COMPLETE WORK:**

- 4.01 It is Failure to complete the removal, disposal, and replacement of the existing HVAC units at the Thomas Public Library will be treated as follows:
  - a. If the Project is incomplete due to elements beyond the Contractor's control, the amount of payment to the Contractor will be determined by the actual work performed.
  - b. Should the contractor fail to meet the thirty (30) workable day requirement by their own actions, and the Public Works Director deems necessary, county forces may be used to expedite the completion for the replacement of the existing HVAC units. Payment to the Contractor will be determined by actual work performed by the contractor. The cost of work performed by County forces shall be deducted.
  - c. If the quality of work is not satisfactory and is deemed by the Public Works Director that the contractor does not have the ability to correct the quality of work, the contractor will be informed in writing of the termination of the contract. The contractor shall be paid for only the HVAC services performed that are deemed acceptable.
  - d. The safety aspects of the HVAC replacement must be followed to ensure the safety of the citizens. If the Public Works Director, or his agents, determines that the safety operation is not adequate, the Project performance will be halted. When it is deemed that the contractor does not have the ability to

operate safely, the contract will be terminated, and the contractor shall be paid for the HVAC services performed that are deemed acceptable. Please note that all safety issues and/or deficiencies must be corrected immediately.

- 4.02 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.
- a. The Contractor shall provide all equipment, labor, and any other materials and incidentals necessary to complete the required work. The Contractor shall be responsible for all maintenance and repair of equipment and the availability presence, and supervision of all employees.
  - b. The Contractor shall have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under Contract.
  - c. There shall be no Subcontractors used by the Contractor to fulfill any items or conditions of the contract without prior written consent of the County.
- 4.03 The Contractor shall carry on the operations in such a manner so as not to damage any County property. In the event that damage occurs to County property during and by reason of performance under Contract, the Contractor within forty-eight (48) hours of the damage occurring shall replace or repair same at its own cost and expense in like kind and at no additional expense to the County. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the County, the cost of such work and repair shall be deducted from the Contractor's payment. It is highly recommended the contractor document by means of video or picture to verify that damage was done prior to beginning performance under Contract. Any damage of utilities shall be reported to the owner of such utilities immediately.

## **5.0 SPECIAL PROVISIONS:**

- 5.01 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 finished work.
- 5.02 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
- 5.03 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.
- 5.04 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.
- 5.05 The successful contractor shall protect all work areas necessary to prevent accidents and insure safe working conditions for employees, work related personnel, and the general public.

- 5.06 The contractor shall be responsible for any damages to existing structures, utilities, buildings, or grounds, etc., and shall repair or replace any damage at its own expense.
- 5.07 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.
- 5.08 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.
- 5.09 Payment Requests: Contractor shall submit a final invoice at the completion of the Contract.

**6.0 QUALIFICATION OF CONTRACTORS:**

- 6.01 Contractors submitting bids shall certify in writing that they possess or will possess all necessary paperwork, equipment, facilities, and personnel to fulfill the terms of the Contract and be ready to proceed upon receipt of Notice of the Authorization to Proceed. Proof of general liability, workers compensation insurance, Auto Liability Insurance will be as required within this invitation to bid. Certificates must be furnished to Peach County Procurement Department with the sealed bid for verification.
- 6.02 All HVAC technicians shall be trained and properly certified. It shall be the responsibility of the Contractor to supply all necessary training. The Contractor shall be familiar with all applicable Industry Standards.
- 6.03 All employees must be legal residents of the United States.
- 6.04 The Contractor shall be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain permits and licenses necessary to conduct the scope of services in this Agreement. The Contractor shall be responsible for determining what permits are necessary to conduct the work under the contract.

**7.0 INSURANCE REQUIREMENTS:**

- 7.01 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.
- d. The Contractor shall notify the Owner, 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 dates. Failure to deliver a new and valid certificate shall result in suspension of all payments to the Contractor until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the owner.
- e. 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 Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Furthermore, 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 Owner 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.
- f. 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.



**AGREEMENT:**

Upon acceptance of the winning Proposal by the Peach County Board of Commissioners, a contract will be negotiated and executed between the winning contractor and Peach County. No work shall commence until the contract has been signed and executed, all required forms have been completed and submitted, and a Notice to Proceed (NTP) issued by the County.

A Purchase Order will be issued with the 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  
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.**

**COMPLETE AND SUBMIT**

**FORM A**

**Bid Form Page 1 of 3**

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 the replacement of existing HVAC units at Thomas Public Library in accordance with specifications as detailed in the RFB package and all addenda published prior to the bid closing, which include:

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, the undersigned **Contractor** proposes to enter into a contract with Peach County to provide the necessary machinery, tools, apparatus, all labor, and other means of service 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 seven (7) 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 3

LINE NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
001	10-Ton Dual Stage AC/Heat Pump Condenser Unit and air handler unit with remote fire dampers with 20 Kw emergency heat strips and new system coolant	1	EA	\$	\$
002	3.5-Ton AC/Heat Pump Condenser unit, and air handler unit with 10 Kw emergency heat strips and new system coolant	1	EA	\$	\$
003	Additional Equipment or Modifications Required for Project Completion	1	LS	\$	\$
<b>SUBTOTAL PRICE (Sum of Line Items 001, 002, &amp; 003)</b>					<b>\$</b>
004	Ten Percent (10%) Contingency (Subtotal Price x 1.10)				\$
<b>TOTAL PRICE</b>					<b>\$</b>

Bidders shall include a detailed list of any additional equipment or modifications that are being proposed for the Completion of this Project.

**Bid Form Page 3 of 3**

\_\_\_\_\_  
Contractor (Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer (Print)

\_\_\_\_\_  
Title of Signer (Print)

\_\_\_\_\_  
Date

(Affix Corporate Seal)

**By signing this Bid Form, the bidder hereby acknowledges receipt of all Addenda issued.**

Addendum No.	Date Received	Name of Recipient
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**COMPLETE AND SUBMIT**

**FORM B**

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## 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

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Revised August 2014

COMPLETE AND SUBMIT

FORM C

**Form W-9**  
 (Rev. August 2012)  
 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.

Name (as shown on your income tax return)

Business name/registered entity name, if different from above

Check appropriate box for federal tax treatment:  
 Individual sole proprietor  S Corporation  Partnership  Trust/estate  
 Limited liability company. If report the tax classification (S-C corporation, S-partnership)  \_\_\_\_\_  
 Other (see instructions)  \_\_\_\_\_

Exemption code (if any)

Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

Liability account number(s) (if any)

**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 How to get a TIN on page 3.

Social security number

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and

The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must check 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 this certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

**General instructions**

Signatures are for the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on FD-9 for information about Form W-9, at [www.irs.gov](http://www.irs.gov). Information about any future developments affecting Form W-9 (such as legislation enacted after its release) will be posted on this 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 exchange for payment card and third party network transactions, and estate tax payments, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you may also certify that you are a U.S. person, your liability status of any payment to income from a U.S. trust or business is not subject to the withholding tax on foreign personal gains or effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting, is correct.

Notes: 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 partner's share of a partner's guaranteed taxable income from their 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.

Old. No. 108310 Form W-9 (Rev. 8-2012)

**COMPLETE AND SUBMIT**

**FORM D**

**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(c). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(A-C digit number can be found on I-90)

\_\_\_\_\_  
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

COMPLETE AND SUBMIT

FORM E

SAVE (SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS) PROGRAM AFFIDAVIT  
(O.C.G.A. §50-36-2)(E)(2)

AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION CONTRACTS

Peach County, Georgia, authorized to enter into contracts pursuant to GA. Const. Art. IX, § III Par I; OCGA § 36-10-1 through §36-10-3; OCGA § 36-60-11; OCGA § 36-91-1. Prior to entering into a contract with the PEACH COUNTY BOARD OF COMMISSIONERS, by executing this affidavit under oath, I, \_\_\_\_\_, on behalf of \_\_\_\_\_

Am stating that:

- 1.) \_\_\_\_\_ I am a United States citizen.
- OR
- 2.) \_\_\_\_\_ I am a legal permanent resident of the United States.
- OR
- 3.) \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one (1) secure and verifiable document as verification, as required by OCGA § 50-30-1(e)(1), with this affidavit. In making the above 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.

\_\_\_\_\_  
Signature of Employee Date

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

\_\_\_\_\_  
Alien Registration Number (for non-citizens)

\_\_\_\_\_  
Type of secure and verifiable document provided (e.g., driver's license, passport, etc.)

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

Revised August 2014



**COMPLETE AND SUBMIT**

**FORM F**

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 or User Identification Number  
(A badge number can be furnished.)

\_\_\_\_\_  
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

**COMPLETE AND SUBMIT IF APPLICABLE**

**FORM G**

**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

**COMPLETE AND SUBMIT**

**FORM H**

**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

**COMPLETE AND SUBMIT**

**FORM I**

**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

**COMPLETE AND SUBMIT**

**FORM J**

**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.

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title (Print) \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

\_\_\_\_\_  
Title

**COMPLETE AND SUBMIT**

**FORM K**

**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

**COMPLETE AND SUBMIT**

**FORM L**

**INDEMNITY AGREEMENT**

This indemnity agreement made and entered into in favor of PEACH COUNTY ("COUNTY"), a municipal corporation, by \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ has submitted a bid to COUNTY so as to provide \_\_\_\_\_.

NOW, THEREFORE, as an additional consideration in COUNTY awarding the bid to \_\_\_\_\_.

\_\_\_\_\_ agrees to indemnify and hold harmless COUNTY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of COUNTY, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to COUNTY's sole negligence or willful misconduct of COUNTY. \_\_\_\_\_ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the \_\_\_\_\_ pursuant to proper corporate authority \_\_\_\_ day of \_\_\_\_\_, 2017.

**[CORPORATE NAME]**

By: \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title \_\_\_\_\_

[Affix Corporate Seal]

**COMPLETE AND SUBMIT**

**FORM M**

**TITLE VI CIVIL RIGHTS ACT OF 1964  
CONTRACTOR AGREEMENT**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in Interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made part of this Contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 or the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, including procurements of materials and equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the recipient, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the recipient shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
  - e. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or



- f. Cancellation, termination or suspension of the Contract, in whole or in part.

**TITLE VI CIVIL RIGHTS ACT OF 1964  
CONTRACTOR AGREEMENT (CONTINUED)**

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (5) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

**COMPLETE AND SUBMIT**

**FORM N**

**CERTIFICATION OF COMPLIANCE WITH CLEAN AIR ACT AND  
FEDERAL WATER POLLUTION CONTROL ACT**

Certification of compliance with the Clean Air Act of 1990 and Federal Water Pollution Control Act.

The bidder hereby certifies that it shall comply with all standards, orders, or requirements issued Under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and the USEPA Assistant Administrator for Enforcement (EN0329).

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

**COMPLETE AND SUBMIT**

**FORM O**

**DEBARRED BIDDERS/INTEGRITY CERTIFICATION**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

**COMPLETE AND SUBMIT**

**FORM P**

**LEGAL REQUIREMENTS**

**CERTIFICATION OF COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT OF 1990**

Certification of Compliance with the Americans with Disabilities Act of 1990.

The bidder hereby certifies that it shall comply with all requirements contained in the Americans With Disabilities Act of 1190 as it pertains to this bid.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

**COMPLETE AND SUBMIT**

**FORM Q**

**DISPUTES DISCLOSURE**

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", state the nature of each requests for equitable adjustment, contract claim or litigation, and include a brief description of the case, the outcome or status or suit and the monetary amount of extended contract time involved via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five- (5) years? YES [ ] NO [ ]

If yes, please explain:

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provided in the regular course of business within the last five (5) years?

YES [ ] NO [ ]

If yes, please explain:

Has your firm had filed against it or filed any request for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES [ ] NO [ ]

If yes, please explain:

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration on this project.

\_\_\_\_\_  
(Firm) (Date)

\_\_\_\_\_  
AUTHORIZED SIGNATURE OFFICER/TITLE

\_\_\_\_\_  
PRINTED OR TYPED NAME

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_, of \_\_\_\_\_ (Corporation), a  
\_\_\_\_\_ Corporation, on behalf of the corporation. He/She is personally  
known  
to me or has produced \_\_\_\_\_ as identification.

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

**EXHIBIT 1**  
**DRAFT CONTRACT**



## **EXHIBIT 1**

# **PEACH COUNTY**

## **CONTRACT AGREEMENT**

**REPLACEMENT OF HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)  
UNITS AT THE THOMAS PUBLIC LIBRARY**

**CONTRACT # C – 18-008**

**Peach County, Georgia**

**SERVICE CONTRACT**

# EXHIBIT 1

**THIS AGREEMENT** made by and between PEACH COUNTY, GEORGIA, a political subdivision of the State of Georgia hereinafter called "**County**", and **COMPANY 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 complete the construction described as follows:

**General Scope of Work:**

**Furnish all labor, materials, and equipment to replace existing HVAC units at the Thomas Public Library in accordance with all specifications outlined in RFB 18-008. The Scope of Work will include, but not be limited to, the removal, disposal, and replacement of two (2) existing HVAC units at the Thomas Public Library in Peach County, GA.**

DRAFT



# EXHIBIT 1

## WITNESSETH THAT:

**WHEREAS, the COUNTY desires to engage a qualified and experienced CONTRACTOR to perform certain requirements relative to the SERVICE of: Replacing existing HVAC units at the Thomas Public Library in Peach County, Georgia.**

**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:**

**REPLACEMENT OF HVAC UNITS AT THOMAS PUBLIC LIBRARY, hereinafter called the "Project", shall be completed by the CONTRACTOR for the sum of Written Dollar Value (\$XX,XXX.xx) and all extra work in connection therewith, and at Contractor's own cost and expense necessary to furnish all materials, supplies, machinery, Equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the response to RFB 18-008, the General Scope of Work, the General Conditions, and the approved plans and specifications, 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 and equipment within Seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete each mowing cycle within thirty (30) days of the time of award or as may be specified by Special Provision.

The **County** agrees to pay the **Contractor** in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the Contract.

# EXHIBIT 1

**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 \_\_\_\_\_, 2018.

**PEACH COUNTY, GEORGIA**

ATTEST: By: (Seal)

---

Martin H. Moseley Jr.  
Chairman, Board of Commissioners

**CONTRACTOR**

ATTEST: By: (Seal)

---

Authorized Signer Name and Title (print)

---

Authorized Signer signature

# EXHIBIT 1

## FINAL AFFIDAVIT

TO: PEACH COUNTY, GEORGIA

I, \_\_\_\_\_ (Contractor authorized person), hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ (Contractor) or any of his subcontractors in connection with the written agreement dated, \_\_\_\_\_ 2018, entered into a Contract with County for Service of \_\_\_\_\_ [project] in PEACH COUNTY have been paid and satisfied in full as of , this \_\_\_\_\_ day of , \_\_\_\_\_ 2018 and that there are no outstanding obligations or claims of any kind for the payment of which Peach County on the above named projects might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

\_\_\_\_\_ (Contractor authorized person) Personally appeared before me this this \_\_\_\_\_ day of , \_\_\_\_\_ 2018, who under oath deposes and says that he is of the firm of \_\_\_\_\_ (Contractor) that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

**EXHIBIT 2**

**DRAFT**

**CONTRACT GENERAL  
CONDITIONS**

EXHIBIT 2

Contractor's Initials \_\_\_\_\_

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Contract General Conditions  
C-18-003

**EXHIBIT 2**

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DRAFT

**EXHIBIT 2**

**1.0 DEFINITIONS**

Wherever used in the bidding requirements or contract documents, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, respond to questions, or change the bidding requirements in the proposed contract documents

Agreement – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

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

Application for Payment – The form acceptable to the Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents

Bid – The offer or proposal of a bidder submitted to the prescribed form setting forth the prices for the Work to be performed

Bidding Documents – The Bidding Requirements and the proposed Contract Documents including all Addenda

Change Order – A document recommended by the engineer which is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or Contract Times, issued on or after the Effective Date of the Agreement.

Contract – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements whether written or oral. The Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS represent the entirety of the Contract.

Contract Price – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the agreement

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.

**EXHIBIT 2**

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

Day – A calendar day of 24 hours measured from midnight to the next midnight

Defective Work – Work that is faulty, deficient, does not conform to Contract Documents, does not meet the requirements of any applicable inspection, reference standard, test or approval referred to in the Contract Documents, has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Owner at Substantial Completion)

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.

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

Engineer - Director of Peach County Public Works Department or duly appointed representative

Field Order – A written order issued by the Engineer which requires minor changes in the work but which does not involve a change in the Contract Price or Contract Times.

MUTCD – Manual on Uniform Traffic Control Devices for Streets and Highways

Notice of Award – The written notice by the Owner to the successful bidder stating that upon timely compliance by the successful bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

Notice to Proceed – A written notice given by the Owner to the contractor fixing the date on which the contract times will commence to run and on which the contractor shall start to perform the work under the contract documents.

Owner – The County

Responsible Bidder – Means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. This will be determined by the County as a bid proposal that has an aggregate score of 85 or greater as outlined in the evaluation criteria in the instructions to bidders.

Responsive Bidder – Means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids.



**EXHIBIT 2**

Schedule of Values – A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for Reviewing Contractor’s Application for Payment

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.

Substantial Completion – The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or specified part thereof) can be utilized for the purpose(s) for which it is intended.

Supplemental Agreement - means a written order to the Contractor signed by Owner 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.

Unit Price Work – Work to be paid for on the basis of unit prices

Work – The entire construction or the various separately identifiable part thereof required to be provided under the Contract Documents. Work includes and is the result of any and all obligations, duties and responsibilities, including furnishing equipment, materials, workmanship, labor and any other services or things necessary to 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, Precedence, and Jurisdiction**

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

**EXHIBIT 2**

2.2.2 Conflict Resolution: In the event a Conflict or disagreement should arise between the parties as to the performance of, or the interpretation of this agreement, or alleged breach of any provision of this agreement, the complaining party shall send a written notice to the opposite party within five (5) business days of obtaining knowledge of the conflict, disagreement, or alleged breach specifically identifying the nature of the conflict, disagreement, or alleged breach. The notified (responding) party shall have five (5) business days from the receipt of said written notice to cure said conflict, disagreement, or alleged breach. If the notified (responding) party shall cure such conflict, disagreement, or alleged breach to the satisfaction of the complaining party within five (5) business days of receipt of the written notice, this agreement shall continue unabated and the notified (responding) party shall not be liable for any loss, damage, or expense arising out such conflict, disagreement, or alleged breach. If the notified (responding) party shall not cure any such conflict, disagreement, or alleged breach within five business days from the receipt of written notice of such, then the complaining party may at its option, terminate this agreement in its entirety and seek damages or enforcement of this agreement in a court of law as hereinafter set forth; terminate this agreement in part and bring an action for damages or enforcement of any part of this agreement alleged to have been violated in a court of law as herein after provided, or proceed with the further execution and performance of this agreement without waiving any right to enforce any past or future claims for damages in a court of law as hereinafter provided.

2.2.3 Choice of Courts, Jurisdiction and Venue: The Parties hereto do hereby agree that any suit, action, or legal proceeding that may be brought by either party arising out of or from, in connection with, or as a result of this agreement or the subject matter hereof, shall be brought exclusively in the Superior Court of Peach County, Georgia and that proper jurisdiction and venue of any matter arising herefrom shall be vested in the Superior Court of Peach County, Georgia, and each party does hereby waive any right to object to the jurisdiction and venue of said court.

**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.

**EXHIBIT 2**

**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 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, \$2,000,000 policy limit, 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, \$2,000,000 policy limit, 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, and any other contract requirements meeting the required Risk Management and Insurance provisions shall be forwarded to the

**EXHIBIT 2**

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 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.

**EXHIBIT 2**

**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.

**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). All sub-contractors must be approved by the DIRECTOR. 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

**EXHIBIT 2**

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 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.

**EXHIBIT 2**

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.

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

**EXHIBIT 2**

under the terms of this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 14.0 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  
Peach County Public Works  
410 Old Macon Road  
Fort Valley, Georgia 31030

Notices to CONTRACTOR shall be addressed as follows:

XXXXXX XXXXX  
XXXXXXXXXXXXX  
XXXXXXXXXXXXX  
(XXX) XXX-XXXX

**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.



**EXHIBIT 2**

**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
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.

**EXHIBIT 2**

**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.

**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.

**EXHIBIT 2**

**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**

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.

**EXHIBIT 2**

**32.0 ENVIRONMENTAL IMPACT**

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

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.

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.

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.

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.

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

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 safe, 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.

**EXHIBIT 2**

The CONTRACTOR shall provide and maintain a safe working environment at all times. This includes, but is not limited to Roads, shoulders, staging areas, and all other areas that the contractor uses to complete the work. The CONTRACTOR or CONTRACTOR'S employees shall not violate any Federal, State, or local laws within Peach County while this contract is in force.

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.

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 (MUTCD) 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.

**EXHIBIT 2**

**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 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**

Contractor may submit partial pay requests (Invoices) on a weekly, bi-weekly, or 30-day basis. Pay requests must be submitted regularly and for no greater than 30-day periods.

**EXHIBIT 2**

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.

**39.0 DAMAGED INFRASTRUCTURE**

The CONTRACTOR shall be responsible for any damages to existing Infrastructure including, but not limited to: utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage to its pre-existing condition at their own expense

**End of Section**

Contractor's Initials\_\_\_\_\_