

**BOARD OF COMMISSIONERS**  
Meetings Second Tuesday

MARTIN H. MOSELEY, JR.  
Chairman

WALTER SMITH  
Vice-Chairman

BETTY C. HILL

ROY LEWIS

WADE YODER

MARCIA W. JOHNSON  
County Administrator

# 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

## **REQUEST FOR PROPOSAL**

**18-001**

### **Peach County Courthouse New Fire Alarm System**

The Peach County Board of Commissioners will be accepting Sealed Proposals, pertaining to a new Fire Alarm System for the Peach County Courthouse.

A Pre-Proposal meeting will be conducted at the Peach County Courthouse meeting room 235 West Church Street Fort Valley, GA 31030 at 2:00 PM on November 23, 2017 to discuss the project. Attendance is not required for contractors to submit a proposal, but is recommended.

Closing date for Sealed Proposal # 18-001 shall be November 30, 2017 @ 2:30 p.m.

Proposals will be opened in public without discussion November 30, 2017 @ 3:15 p.m. at the Peach County Board of Commissioners meeting room, 213 Persons Street, Fort Valley, GA 31030. Proposal Bid amounts will be not be released until the Board of Commissioners has awarded the project to the winning contractor.

The complete Request For Proposal (RFP) package is available by contacting, Janet Smith at (478) 825-8717, [janet-smith@peachcounty.net](mailto:janet-smith@peachcounty.net), or by visiting [www.peachcounty.net](http://www.peachcounty.net) or [www.glga.org](http://www.glga.org).

Peach County reserves the right to reject all proposals, to waive informalities, to re-advertise and/or to award any proposal that is in the best interest of the County.

Mail or deliver Sealed Proposals to:  
Janet Smith  
Peach County Board of Commissioners  
ATTN: RFP# 18-001  
213 Persons Street  
Fort Valley, GA 31030

**Request for Sealed Proposal No. 18-001**  
**PEACH COUNTY**  
**GEORGIA**

**Peach County Courthouse New Fire Alarm System**

---

**PURPOSE:**

The PEACH COUNTY BOARD OF COMMISSIONERS is soliciting sealed written proposals from qualified companies to replace the existing fire alarm system with a new complete fire alarm system at the Peach County Courthouse 205 West Church Street Fort Valley, GA 31030. Sealed proposals will be received in the Peach County Board of Commissioners' Office, 213 Persons Street, Fort Valley, Georgia 31030, until November 30, 2017, 2:30 p.m. local time. Proposals 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., November 30, 2017, to verify completeness. Proposal price amounts will not be made public until the successful proposal has been awarded by the Board of Commissioners.

**INTENT:**

The Peach County Board of Commissioners intends to award a contract to a qualified and experienced contractor to provide and install a new fire alarm system in the Peach County Courthouse that will integrate with the security system, fire suppression system and the HVAC system.

Peach County strongly encourages creative approaches. Vendors are encouraged to propose innovative solutions that improve daily operations, connectivity with other security and courthouse systems, and improved control solutions. Proposals will be evaluated based on the following criteria:

- Unit Costs
- Delivery Schedule and Installation Schedule
- Company Organization and History
- Company Financial/Legal Status
- History of Similar Work
- References
- Warranties on Labor and Materials/Equipment
- Capacity and approach of proposal solution(s) to meet the requirements of the security project and the specifications in this RFP.

## **ADDITIONAL INFORMATION / ADDENDA**

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

In the event additional information is required, all inquiries must be submitted in writing to Janet Smith, 213 Persons Street, Fort Valley, GA 31030, by fax at (478) 825-2535, or via email at Janet-smith@peachcounty.net.

All questions must be received five (5) calendar days prior to the RFP closing to allow ample time to post any addendum or changes if necessary.

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

**Pre-Proposal Meeting:** A Pre-Proposal meeting will be conducted on Thursday, November 23, 2017, at 2:00 p.m. at the Peach County Courthouse meeting room 205 West Church Street Fort Valley, GA 31030.

**Attendance at the Pre-Proposal meeting is not required to submit a Proposal, but is highly recommended.**

## **PROPOSAL SUBMITTAL**

Proposals shall clearly indicate the legal name, address, e-mail address, and business telephone number of the Contractor (company, firm, partnership, or individual) submitting the proposal. All expenses for making this Proposal to Peach County are to be borne by the Contractor submitting the proposal. Peach County reserves the right to retain all Proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected.

**One (1) original proposal, three (3) copies, and an electronic file in Adobe .pdf format on a flash drive, of your proposal shall be submitted in one sealed package, clearly marked on the outside "RFP 18-001 Peach County Courthouse New Fire Alarm System" and addressed to:**

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

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

**Failure to submit any required data item or inaccurate responses may be cause for rejection of the proposal as non-responsive.**

## **ORGANIZATION AND HISTORY:**

1. Please provide the name, title, address, telephone number. E-mail address, and fax number of the individual(s) responsible for responding to this proposal.
2. Summarize or outline any similar work performed for Peach County and throughout Middle Georgia.
3. Summarize or outline any similar work performed by the organization.

## **SCHEDULE AND REFERENCES:**

1. Provide a detailed schedule showing each task and the number of days to complete each task, and the total number of days that the project will take to complete.
2. Provide a list of at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, and telephone number

## **SCOPE OF WORK**

The intent of this Request for Proposal (RFP) is to replace the courthouse fire alarm system with a new fire alarm system that will seamlessly integrate with the new access control system, the HVAC system, and the fire suppression system.

## **INSURANCE REQUIREMENTS**

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

- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000 each accident, each disease, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractor, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
- B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
- C. The Contractor agrees to maintain Business Auto Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation of automobiles or vehicles.

Contractor shall notify the 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. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the owner.

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. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the 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.

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

## **SPECIFICATIONS:**

### **PART 1 - GENERAL**

#### **1.1 WORK INCLUDED**

- A. All provisions for a complete operable fire alarm system as specified herein.

#### **1.2 SUBMITTALS**

- A. Submit product data consisting of Manufacturer's Published Literature and one-line schematic diagram covering the complete building system.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Preferred manufacturers are:
  - 1. Notifier NFS-320 Fire Alarm Control Panel
  - 2. Edwards
  - 3. Fire Lite
- B. The acceptable manufacturers systems listed shall be installed by the authorized local factory dealer/representative for that product. The factory dealer representative shall hold a current low voltage contractor's license.
- C. Substitutions to preferred manufacturers may be submitted as part of proposal. Submit with proposal enough information for the system to be easily and clearly evaluated.

#### **2.2 SCOPE**

- A. This specification covers the installation of a complete electronically operated fire alarm system. The system within the building shall be electrically supervised and shall include, but not be limited to, the following components:
  - 1. Manual non-code type alarm boxes, combination vibrating horns and flashing lights, lights, control equipment, smoke detectors, duct smoke detectors, heat detectors, conduit, and wiring.

#### **2.3 GENERAL REQUIREMENTS**

- A. The alarm equipment and all wiring shall be installed and interconnected by a factory certified installer and placed in working order. The name of the manufacturer and serial or identification numbers shall appear on all major components. Electrical supervision of the system shall conform to provisions of Article 240. NFPA Standard 72. Corresponding parts of all similar type equipment units shall be interchangeable, and locks for all cabinets shall be keyed alike. All devices, equipment and combination thereof shall be of the manufacturer's current production. All component parts of the system and the control unit shall be approved for the purpose intended. The stamp, label, seal or certificate of the Underwriter's Laboratories or the Factory Mutual Laboratories shall be considered as acceptable evidence of such approval.

- B. Fire Alarm Contractor shall submit a certification stating that they are an authorized representative for the manufacturer of the equipment they are submitting for approval and that they maintain a fully equipped and stocked service shop and shall respond to service within 12 normal working hours.

## **2.4 SYSTEM OPERATION**

- A. Operation of any manual or automatic initiating device shall cause a general alarm to sound.
- B. Circuits and audible sounding devices shall be electrically supervised. In the event of an open circuit or ground in the system, loss of operation of supervisory power, or other supervised component failure, a trouble signal shall be actuated until the system is restored to normal. A silencing switch shall be provided for silencing the trouble alarm.
- C. The system shall operate from one 120-volt circuit.
- D. Each initiating device shall be identified on an LCD style annunciator.

## **2.5 SYSTEM COMPONENTS**

- A. Fire alarm control panel:
  - 1. Furnish and install where shown an addressable control panel mounted in a flush mounted code gauge steel cabinet, equipped with lock and keys. The control shall provide in one cabinet all necessary relays, resistors, compensators and power supplies for the signal circuits and duct type smoke detectors and which are designated for 24-volt D.C. operation. Each signal circuit shall be capable of handling up to 10-24-volt D.C. horns. Provide battery backup with trickle charger. Panel shall be capable of handling up to 198 initiating devices.
  - 2. On the cabinet door shall be mounted multimeter, trouble lights, silencing switch and reset switch.
  - 3. The Fire Alarm Panel shall be 100% field programmable and field editable without the use of any exterior programming devices (i.e., laptop computer or chip-burning device). The Fire Alarm System shall have alarm verification, as well as a maintenance type alert function to warn of contaminated detectors before a false alarm occurs.
  - 4. Each device in the field must be individually addressed with a point I.D. and Alphanumeric read-out.
  - 5. The panel shall be equipped with a digital dialer/transmitter for off premises remote station monitoring.
  - 6. Provide a 3/4" conduit from Fire Alarm panel to nearest telephone backboard for remote station monitoring. Final connection to a monitoring station shall be the responsibility of the Contractor.
- B. Manual stations: Provide manual alarm stations, surface mounted of the pull-lever type, key re-settable. Housing shall be of cast metal or impact resistance plastic with raised letters designating function and operating instructions. Housing will be red enamel with white lettering.
- C. Remote annunciator: The annunciator panel shall be surface mounted at location provided by the owner and shall have LCD readout. Each alarm initiating device (pull station, smoke detector, duct detector, and sprinkler system flow switch) shall be identified on the readout. A graphic layout of the building shall be obtained from the Owner. The graphic layout shall be framed above the remote annunciator under glass.

- D. Signal device: Provide combination low power D.C. strobe and horn or speaker with high intensity flashing strobe light for both audible and visual signaling or strobe light for visual signaling only. Minimum sound level indoors at 10 feet shall be 90 db. Maximum current draw for horn and strobe light of 0.063 amps, nominal voltage of 24 D.C. Units shall be flush wall mounted 6'-8" above the finished floor or six (6) inches below ceiling (conform to lowest). Minimum candela level shall be 75 candela. Candela level for areas under 300 square feet may be 15, all strobes shall be synchronized. Combination speaker/flashing light devices shall be tapped at ¼ watt for classrooms and ½ watt for all other areas. Exterior audible devices shall be 6 in. bells, red color, manufactured by Gentex or Edwards. Signal devices shall be located by the Contractor to meet the minimum requirements of NFPA code.
- E. Smoke detectors shall be furnished, installed and connected. Power supply for detectors shall be 24-volt D.C. and supplied from Fire Alarm control panel. Detectors shall be photo electric type. Each detector shall have flashing LED for operational walk check.
- F. The Fire Alarm System shall integrate with the building access control system for free egress during any alarm.
- G. The Fire Alarm System shall integrate with elevator for elevator recall and shutdown during any alarm.
- H. Duct Mounted Smoke Detector: Detector shall be designed and installed for detection of combustion gases, fire and smoke in ducts in compliance with NFPA Pamphlet No. 90A. The unit shall be a photoelectric type detector, U.L. listed, complete with sampling tubes that extend over the width of the duct, power and alarm indicator lights, and test and reset switches. Provide and install detectors for Air Handlers. See mechanical plans for unit and duct locations. Duct smoke detectors shall be connected to provide a signal to the fire alarm system and be wired under mechanical controls division to shut down unit if initiated
- I. Heat detectors, where required, shall be provided, installed and connected. Detectors shall be combination rate of rise and fixed temperature rated for a minimum of 135° F, and shall be rated at 200° F where required (i.e., Kitchen).
- J. Each fire alarm circuit shall be protected from lightning by installing surge protection devices either internally or externally.
- K. All conductors shall be installed in conduit to above cable hanger system above accessible ceiling. Provide U.L. listed red plenum rated fire alarm cable in cable hanger system. No cable splices or connections shall be made outside of j-boxes or devices.
- L. Number and size of conductors shall be as required by manufacturer of system being installed. Any cable run in conduit below grade shall be moisture proof; cable shall be equal to West Penn Aqua seal.
- M. Conductors shall be minimum size #14. Number of conductors shall be as required by manufacturer of system being installed.
- N. In addition to items currently shown on the plans, provide an additional (3) speaker/strobes, (3) Smoke Detectors, (3) Duct mounted smoke detectors and (3) Pull Stations. Provide all associated conduit, conductor and labor for complete installation of the aforementioned devices (100 feet of conduit and conductor each device). The State Fire Marshal or local authority having jurisdiction shall locate the devices. These devices will be added during the completion stage of the project. Any unused devices shall be turned over to the owner.

### **PART 3 - EXECUTION**

#### **3.1 DRAWINGS AND MANUALS**

- A. Provide complete instructions for the operation, inspection, testing and maintenance of the system, including wiring diagrams and replacement parts list shall be furnished upon final acceptance of the system. Also provide all special tools that are necessary for the maintenance of the equipment and include one set of fuses for each type and size.

#### **3.2 INSTALLATION**

- A. A qualified fire alarm technician shall install, adjust and test the equipment. The technician shall be qualified by training and experience in the installation and operation of the fire alarm system specified. The technician shall instruct operating personnel in the operation, adjustment and maintenance of the system. A statement signed by the person or persons instructed shall be supplied to the Architect prior to final operation.
- B. Provide a written certification that the system is in complete and proper working order and in compliance with all codes.

### **PART 4 - TRAINING**

#### **4.0 TRAINING:**

##### **4.1 General**

The vendor shall include in its response, a training curriculum for users and administrators. The training curriculum shall include instruction on all aspects of the Fire Alarm System, core host equipment, and the management information systems.

- A. The training schedule and location shall be approved by prior to training classes beginning.
- B. Training location shall be the Peach County Courthouse located at 205 West Church Street Fort Valley, GA 31030 and accommodate ten (10) users and two (2) system administrators.

#### **5.0 SPECIAL PROVISIONS:**

##### **5.1 General**

**5.1** The proposal 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.

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

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



- 5.4** The contractor's attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
- 5.5** 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.
- 5.6** The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, electronic systems, computer hardware or software or grounds, etc., and shall repair or replace any damage at their own expense.

**5.7 Right to Waive and Reject**

- a) The Board of Commissioners (Board), in its absolute discretion, may reject any proposal 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.
  - b) There is no obligation on the part of the County to award the project to the lowest proposal price, and the County reserves the right to award the project to a contractor submitting a proposal response with a resulting negotiated agreement which is most advantageous and in the best interest of Peach County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Peach County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
  - c) The Board reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
  - D) The Board specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true cost of the proposal.
  - E) Peach County, reserves the right to reject any subcontractors. If this should occur, the vendor may submit an alternative that is acceptable. Should a subcontractor fail to provide a reasonable level of service, the contractor must resolve this failure at its expense.
- 5.8** Peach County may make such investigations deemed necessary to determine the ability of the contractor to perform the work and ensure there is no conflict of interest as it relates to the project. The contractor shall furnish to the County any additional information and financial data for the purpose as the County may request. The data may include a detailed and up-to-date list of plant equipment and materials which contractor proposes to use, indicating which portions he already possesses and a detailed description of the method and program of work to be done.
- 5.9** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract
- 5.10** The contractor shall employ a competent Superintendent who shall be in attendance at the project site during the performance of the work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

- 5.11 Work Hours:** Work hours will be from 8:00 am to 5:00 pm Monday through Friday. Special exception may be made to the work hours upon request by the contractor.
- 5.12 Payment Requests:** Payment requests can be made monthly. Contractor shall make Request for payments by the last day of each month. The pay request shall contain a breakdown of materials stored on site and their value and the value of work completed. The combined value of these items will equal the monthly pay request. An amount will be held as a retainage as detailed in the Contract General Conditions. The retainage will be paid upon final acceptance of the work and the submission of the "Final Affidavit" by the Contractor to the Owner.
- 5.13** Contractors are required to submit a Bond, Cashier's or Certified Check in the amount of 5% of their total proposal price and **the BOND MUST BE ATTACHED TO THEIR PROPOSAL RESPONSE.**
- 5.14 Payment and Performance Bonds:** Contractor must provide the County with Payment and Performance Bonds in an amount equal to 100% of the proposal price prior to the Notice to Proceed being issued.

**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., 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.**

## INSTRUCTIONS FOR SUBMITTING PROPOSALS

All contractors responding to this RFP must submit a completed detailed proposal.

Submission of Proposals – Sealed proposals must be received by the Board of Commissioners Office **BEFORE** November 30, 2017, 2:30 p.m. local time. Proposals may be mailed or hand delivered to Peach County Board of Commissioners Office, Attn. Janet Smith, 213 Persons Street, Fort Valley, Georgia 31030.

Questions and Inquiries – Written questions and inquiries will be accepted from any and all contractors or firms planning on submitting a proposal. Inquires pertaining to the RFP must give firm or contractor name, RFP 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) calendar days in advance of the Proposal acceptance date.

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

Required Copies - Each firm shall submit **one (1) original, three (3) copies and an electronic file in Adobe .pdf format on a flash drive** of their proposal to the County as indicated in this RFP. The original proposal shall be clearly marked "**ORIGINAL**", in blue ink and shall contain all original signatures in blue ink. Copies of the original proposal shall be clearly marked "**COPY**", in red ink.

All original and copies of proposals shall be permanently bound. Proposals submitted using spring loaded clips are not considered permanently bound. **Proposals not bound in a permanent 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.**

Late Proposals - Late proposals will be returned to party submitting the proposal unopened if the RFP number, acceptance date, and Contractor's return address is shown on the container.

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

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

### **PROPOSAL SELECTION PROCESS**

Following the opening of proposals, the following procedure will be used to determine the successful proposal: The County will first eliminate from consideration all proposals that are not “responsive” as such term is defined as “a proposal or proposal that conforms in all material respects to the requirements set forth in the invitation for proposals,” and will further eliminate any proposal as “not responsible” to which the County does not assign an aggregate score of at least 78 under weighted evaluation factors set forth below. The County will deem all remaining proposals to be responsive and responsible.

### **REQUIRED PROPOSAL INFORMATION**

Proposals shall contain the following information: ***Any information not included with the proposal may lead to proposal being rejected as non-responsive***

- a) Detailed description of the methods, materials equipment, and software that will be utilized to meet the specifications listed in this RFP. Include any plans and specifications that will help explain the proposed solution. Please be thorough and detailed, but not overly lengthy in the presentation.
- b) Warranty information for equipment and labor
- c) An annual maintenance agreement if available.
- d) Two owners as reference. Include at least two governmental owners. Include name, contact phone number and address for each reference.
- e) Current name and address of contractor
- f) Current president or chief executive officer
- g) Name and address of current affiliated companies (parent, subsidiary,
- h) Number of permanent employees
- i) If a joint venture, list all of the participants
- j) A brief history of the company.
- k) List all subcontractors
- l) List all licenses held by contractor
- m) Financial statement certified by a CPA from the previous three years. If such statements are not available, please provide the following information from the last three completed fiscal years
  - a. For Year Ending
  - b. Gross Revenues
  - c. Gross Expenditures
  - d. Gross overhead and administrative cost
  - e. Gross Profit
- n) Any bankruptcies or bankruptcy petitions the contractor or its parents or subsidiaries have filed in its name voluntarily or involuntarily in the past seven (7) years. If so, please specify the date, circumstances, and resolution. If there is none, provide statement that there have been no bankruptcies.
- o) Any Company name changes in the past five (5) years. If there is none, provide statement that there have been no name changes.
- p) All projects of reasonably similar nature, scope and duration performed by contractor in the past three years, specifying, where possible, the name and last known address of each owner of those projects. Identify any projects performed in Georgia, as well as any public works projects.
- q) Of the projects listed in response to question (f) above, identify any that were the subject of a substantial claim or lawsuit by or against the contractor. Please identify in your

response the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

- r) The name, qualifications and background of the contractor’s proposed project manger for this project. Include the names and addresses of companies with which he or she has been affiliated in the past five years. Indicate whether the contractor commits to making the proposed project manager available for the duration of the project.
- s) At least three projects, by size, type and duration that the proposed project manager has managed in the past five years for the contractor or for any other company
- t) Has the contractor ever failed to complete a project? If so please explain. If not please state that you have not.
- u) Have any criminal proceedings or investigations been brought against the contractor in the past ten years? If the answer is yes, please attach a complete and detailed report. If not please state that you have not.
- v) Critical path schedule for all work, testing, and training.
- w) Any additional information that you believe would assist the County in evaluating the possibility of using the contractor on this project.

**All Contractors responding to this RFP will be evaluated according to the following factors:**

- Unit Costs
- Delivery Schedule and Installation Schedule
- Company Organization and History
- Company Financial/Legal Status
- History of Similar Work
- References
- Warranties on Labor and Materials/Equipment
- Capacity and approach of proposal solution(s) to meet the requirements of the security project and the specifications in this RFP.

**Proposal Evaluation Factors**

<b>Factor</b>	<b>Evaluation Weight (Points)</b>
Unit Costs	20
Delivery Schedule and Installation Schedule	5
Company Organization and History	10
Company Financial/Legal Status	10
History of Similar Work	15
References	5
Warranties on Labor and Materials/Equipment	10
Capacity and approach of proposal solution(s) to meet the requirements of the security project and the specifications in this RFP	25

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

- Proposal Form (completed and signed)
- Certification by Contractor, Non-Segregated Facilities (Signed and Dated)
- Certification by Contractor, Drug-Free Workplace Act (Signed and Dated)
- Non-Collusion Affidavit or Prime Contractor (Signed, notarized, and dated)
- Conflict of Interest Certification (Signed and Dated)
- Vendor Information Sheet (Completed, Signed and Dated)
- Form W9 (Taxpayer Identification Number)
- SAVE Affidavit (all contractors, or vendors) (Signed, notarized, and dated)
- Sub-Contractor E-Verify Affidavit (all contractors, subcontractors or vendors that are not sole proprietors with zero employees) (Signed, notarized, and dated)
- Insurance Certificate(s) verifying required insurance:
  - Certificate of Liability Insurance
  - Certificate of Workers Compensation Insurance
  - Certificate of Automobile Liability Insurance
- Sole Proprietor Contractor Affidavit (only contractors or vendors with no employees) (Signed, notarized, and dated)
- Photo Identification (only if vendor or contractor is a Sole Proprietor) (see attached list of acceptable documents)
- Organization and History – Provide those items required in the Organization and History section of this RFP package
- Provide a detailed schedule showing each task and then number of days to complete each task, and the total number of days that the project will take to complete.
- Addendum (if any) initialed by Contractor if applicable

The Proposal form contains a list of the work upon which the County is accepting proposals. Please provide pricing on the items as listed on the schedule of unit prices form, in the unit of measure as noted.

**Proposal Form Page 1 of 3**

Proposal 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 Proposal Documents,  
elects to submit a Proposal on the entirety of the following **Work**:

The proposal shall meet all requirements set forth in the specifications section of this RFP to  
replace the existing fire alarm system in the Peach County Courthouse in accordance with  
specifications as detailed in the RFP package and all addenda published prior to the proposal  
closing.

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 RFP, 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 construction necessary to complete the **Work**, the undersigned **Contractor**  
proposes to complete the items listed in the attached Schedule of Items for the unit prices  
stated.

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



Proposal Form Page 2 of 3

**Schedule of Unit Item Prices**

**Peach County IP-Based NG9-1-1 Telephone System E911 System Replacement**

Line No	Item	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Replace the existing Fire Alarm System with a new Fire Alarm System	1	LS		
2	Annual software licensing Fees (if any)	1	LS		
<b>Proposal Total</b>					

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

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

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

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

\_\_\_\_\_  
Date

Proposal Form Page 3 of 3

**Schedule of Unit Item Prices**

**Alternate No. 1 Annual Inspection and Maintenance Agreement**

<b>Line No</b>	<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price (Quantity x Unit Price)</b>
1	Annual Inspection	1	LS		
2	Annual Maintenance Agreement	1	LS		
<b>Alternate No. 1 Total</b>					

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

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

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

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

\_\_\_\_\_  
Date



**CERTIFICATION BY CONTRACTOR**

**Regarding: Drug-Free Workplace Act**

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

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

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

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

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

State of \_\_\_\_\_ ), County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the **Contractor** that has submitted the attached **Proposal**;
2. He/She is fully informed respecting the preparation and contents of the attached **Proposal** and of all pertinent circumstances respecting such **proposal**;
3. Such **Proposal** is genuine and is not a collusive or sham **Proposal**;
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 **Proposal** in connection with the Contract for which the attached **Proposal** 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 **Proposal** or of any other **Contractor**, or to fix any overhead, profit or cost element of the **Proposal** price or the **Proposal** 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 proposal in the attached **Proposal** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Contractor** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

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

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

Subscribed and sworn to before me

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

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

\_\_\_\_\_  
Title

**CONFLICT OF INTEREST CERTIFICATION**

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

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

\_\_\_\_\_  
**Contractor**

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

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

---

---

## VENDOR INFORMATION

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

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Revised August 2014

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

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

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

**General Instructions**

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

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

**Purpose of Form**

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

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

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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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



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

CONTRACTOR E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in OCGA § 13-10-91. Furthermore, the undersigned contractor will continue to use E-Verify throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by OCGA § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Date of Authorization

Name of Contractor

Name of Project

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

NOTARY PUBLIC  
My Commission Expires:

Revised August 2014

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

SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date of Authorization

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

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

Revised August 2014

SOLE PROPRIETOR EXEMPTION AFFIDAVIT

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

\_\_\_\_\_  
Type of secure and verifiable document provided  
*[Attach copy i.e., driver's license, passport etc.]*

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

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

\_\_\_\_\_  
Revised August 2014

---

---

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

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has NO employees that you are the sole proprietor of \_\_\_\_\_ and are not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

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

\_\_\_\_\_  
Printed Name of Exempt Private Employer

\_\_\_\_\_  
Signature of Exempt Private Employer or  
Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

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

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

---

---

Revised August 2014

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

*Issued August 1, 2014 by the Office of the Attorney General Georgia*

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

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

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

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

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





**EXHIBIT 1**

**PEACH COUNTY**

**PEACH PARKS IMPROVEMENT PROGRAM**

**CONTRACT AGREEMENT**

**Peach County Courthouse New Fire Alarm System**

**CONTRACT # C – 18-001**

**Peach County, Georgia**

EXHIBIT 1

**CONSTRUCTION CONTRACT**

**THIS AGREEMENT** made by and between PEACH COUNTY, GEORGIA, a political subdivision of the State of Georgia hereinafter called "**County**", and [**Contractor**], 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:**

**all labor, field layouts, plants, materials and equipment required by or inferred from specifications to complete construction of a new Fire Alarm System at the County Courthouse, 205 West Church Street Fort Valley, GA.**

The **Contractor** shall protect all utilities impacted by construction, and coordinate all utility construction with the respective utility owners.

DRAFT



## EXHIBIT 1

### WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage a qualified and experienced CONTRACTOR to perform certain services relative to the CONSTRUCTION of a new Fire Alarm System at the County Courthouse, 205 West Church Street Fort Valley, GA; 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:

PEACH COUNTY COURTHOUSE NEW FIRE ALARM SYSTEM hereinafter called the "Project", shall be constructed by the CONTRACTOR for the sum of amount [\$ Contract Cost] 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 Proposal, 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 **Construction Contract**.

The Contractor shall promptly commence the Work with adequate force and equipment Thirty (30) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within One Hundred Twenty (120) days of the time of award, by no later than [date] 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.

The Contractor and their subcontractors, material suppliers, vendors, and other participates must complete the Lower Tier Contractor Certification Regarding Debarment, Suspension, and Other Responsibility Matters form contained herein.

**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 \_\_\_\_\_, 2017.

**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

### 100% PERFORMANCE BOND

**KNOW ALL BY THESE PRESENTS:** that, \_\_\_\_\_, as Principal, hereinafter called **Contractor**, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **Surety**, are held and firmly bound unto PEACH COUNTY, GEORGIA, as obligee, hereinafter called **County**, in the amount **[Proposal Amount words] [(Proposal Amount Numerals)]** for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS, Contractor** has by written agreement dated, \_\_\_\_\_ 2017, entered into a contract with **County** for: Construction of **PEACH COUNTY COURTHOUSE NEW FIRE ALARM SYSTEM** in accordance with the conditions and prices stated in the Construction Contract Agreement all of which are made a part hereof and collectively constitute the **Contract**.

**NOW, THEREFORE**, the condition of this obligation is such that, if **Contractor** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **County**.

Whenever **Contractor** shall be, and declared by the **County** to be, in default under the Contract, the **County** having performed the **County's** obligation thereunder, the **Surety** may promptly remedy the default, or shall promptly:

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

**EXHIBIT 1**

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **County** of the work thereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

in the presence of:

\_\_\_\_\_  
**Contractor**

By: (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Surety**

By: (SEAL)

\_\_\_\_\_  
Witness

DRAFT

**EXHIBIT 1**

**PRIME CONTRACTOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date \_\_\_\_\_

\_\_\_\_\_  
(Seal)

EXHIBIT 1

**SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date \_\_\_\_\_

\_\_\_\_\_  
(Seal)

## EXHIBIT 1

### INSTRUCTIONS

#### Instructions for Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

This certification applies to all subcontractors, material suppliers, vendors and other lower tier participants and shall be completed by them and included in the **Contract**.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Debarment Certificate above.
2. The certification, Debarment, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

## EXHIBIT 1

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or Agency may pursue available remedies, including suspension and/or debarment.

DRAFT



EXHIBIT 1

FINAL AFFIDAVIT  
(Required for Final Payment)

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, \_\_\_\_\_ 2016, entered into a Contract with County for Construction of \_\_\_\_\_ [project] in PEACH COUNTY have been paid and satisfied in full as of, this \_\_\_\_\_ day of, \_\_\_\_\_ 2016 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, \_\_\_\_\_ 2016, 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 1**  
**TABLE OF CONTENTS**

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

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

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

**DRAFT**

EXHIBIT 1

Contract General Conditions  
C-18-001

CONTRACT GENERAL CONDITIONS

**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 1

Contract General Conditions  
C-18-001

CONTRACT GENERAL CONDITIONS

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.

## EXHIBIT 1

Contract General Conditions  
C-18-001

### CONTRACT GENERAL CONDITIONS

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.

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 and Precedence

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

1. Supplemental Agreements

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

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

**3.0 COVENANTS AGAINST CONTINGENT FEES**

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

**4.0 INSURANCE**

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will insure and indemnify both COUNTY and CONTRACTOR against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent acts or activity of the CONTRACTOR during the term of this Agreement. The certificate holder shall be shown as Peach County Board of Commissioners, 235 Person Street, Fort Valley, Georgia 31030. The liability under such insurance policy(s) shall be not less than: \$2,000,000.

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

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

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

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

SPECIAL REQUIREMENTS:

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

**F. HOLD HARMLESS CLAUSE**

See Article 6.0, INDEMNIFICATION

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

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

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

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



**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

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

**5.0 PROHIBITED INTERESTS**

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

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

**6.0 INDEMNIFICATION**

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

**7.0 INDEPENDENT CONTRACTOR**

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

**8.0 SUBCONTRACTING**

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

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

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

**9.0 ASSIGNABILITY**

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

**10.0 EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

**11.0 ANTI-KICKBACK CLAUSE**

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

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

**13.0 PERSONNEL AND EQUIPMENT**

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

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

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

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

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

**14.0 CHANGES AND EXTRA WORK**

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

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**

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

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

**16.0 CONTRACTOR COORDINATION**

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

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

**17.0 VERBAL AGREEMENT OR CONVERSATION**

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

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

Notices to CONTRACTOR shall be addressed as follows:

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

**19.0 LIAISON**

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

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

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

**20.0 DELIVERY OF DOCUMENTS**

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

**21.0 PROGRESS REPORTS**

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

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

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

conditions are such that they warrant special attention. As work progresses either party may request a conference or additional field inspection to discuss elements of the work. In this event, the parties shall agree on a time and place for the conference or inspection and each party shall attend. All conferences and meetings shall be held at a location that will not be a direct cost to the PROJECT. In the event the parties cannot agree on a time and place for the conference, the COUNTY will have final decision. The CONTRACTOR shall attend as many meetings or conferences as necessary to finalize the work.

**23.0 RIGHT TO ENTRY**

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

**24.0 UTILITIES**

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

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

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

**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

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

or approvals shall be performed by organizations acceptable to DIRECTOR and COUNTY.

**26.0 REVIEW OF WORK**

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

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

**27.0 NOTICE OF DEFECTS**

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

**28.0 CORRECTION OR REMOVAL OF DEFECTIVE WORK**

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

**29.0 COUNTY MAY CORRECT DEFECTIVE WORK**

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.

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

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

**30.0 COUNTY MAY STOP WORK**

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

**31.0 SUPERVISION AND CONTROL**

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

**32.0 ENVIRONMENTAL IMPACT**

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

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

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

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

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

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



**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

Pollution Control permitting shall be the responsibility of the CONTRACTOR. It shall be the CONTRACTOR'S responsibility to submit the Notice of Intent (NOI) for discharging storm water from the construction project if applicable, and the contractor shall be responsible for compliance with the requirements set forth in the Erosion Sedimentation & Pollution Control Plan and federal, state and local regulations.

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

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

**33.0 MAINTENANCE DURING CONSTRUCTION**

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

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

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

**34.0 BARRICADES, DANGER, WARNING & DETOUR SIGNS**

The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the most recent version of Manual on the Federal Highway Administration's Uniform Traffic Control Devices (MUCD) standards and/or County requirements in which the project is located. Temporary Signs

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

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

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

Ownership of the temporary warning devices shall remain with the CONTRACTOR.

**35.0 TERMINATION OF AGREEMENT FOR CAUSE**

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

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

**36.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

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

**EXHIBIT 1**

Contract General Conditions  
C-18-001

**CONTRACT GENERAL CONDITIONS**

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

**37.0 CONTRACTOR'S PAYMENT AND RETAINAGE OF PAYMENT**

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

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

**End of Section**