



DAWSON COUNTY GOVERNMENT

REQUEST FOR PROPOSALS

FOR

DESIGN SERVICES FOR

DAWSON COUNTY STYLES NATURE PARK

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

APRIL 2, 2024, AT 10:30AM, EST

DAWSON COUNTY BOARD OF COMMISSIONERS
ATTENTION: PURCHASING MANAGER
25 JUSTICE WAY, SUITE 2223
DAWSONVILLE, GA 30534

RFP # 438-24

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: MARCH 12, 2024

DAWSON COUNTY BOARD OF COMMISSIONERS

DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK

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DAWSON COUNTY, GEORGIA
Purchasing Department
25 Justice Way, Suite 2223
Dawsonville, Georgia 30534
Phone: 706-344-3500 x.42223; Email: mhawk@dawsoncounty.org

DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK

INVITATION

This is an invitation to submit an offer to Dawson County for professional design services for a passive nature park to be located at 60 Rock Cellar Road. indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4> Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Vendor Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than 10:30 a.m., April 2, 2024. Tentative award date is set for May 5, 2024.

There will not be a pre-proposal meeting for this project. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at mhawk@dawsoncounty.org no later than March 25, 2024, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than March 27, 2024, at 1:00 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum.

Dawson County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin and handicap or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services need by Dawson County. Dawson County does not guarantee a minimum/maximum value for this contract.

Sincerely, *Melissa Hawk*
Purchasing Manager

**DAWSON COUNTY, GEORGIA
REQUEST FOR PROPOSALS
FOR
DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK**

SECTION I – GENERAL OVERVIEW

A. INFORMATION TO PROPOSERS

1. BID SUBMISSION

The Proposers shall package and seal its submittal so that they will not be damaged in mailing. Technical and Cost/Fee Proposals are to be packaged and sealed **separately**.

One (1) original and three (3) copies of the technical proposal and one (1) original price proposal must be received by, **APRIL 2, 2024, AT 10:30AM, EASTERN STANDARD TIME**. Technical and price proposals must be submitted in a **separate** sealed envelope stating on the outside, the proposer's name, address, the solicitation number **#438-24 Design Services for Dawson County Styles Nature Park**. **If the price is referenced in the technical proposal, the submission must be disqualified and will not be considered for award.** The complete submittal (price and technical) must contain the proposer's name, address and the solicitation number **#438-24 Design Services for Dawson County Styles Nature Park** be delivered to:

Dawson County Board of Commissioners
Attention: Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Hand Delivery

Hand delivered copies may be brought to the above address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding Holidays. For a complete listing of Holidays, please visit www.dawsoncounty.org. If a sealed bid is delivered after 10:25 a.m., on the day of the opening, deliver the package to the Purchasing Manager, in the County Administration Training Room, Suite #2214. No submission will be accepted after 10:30 a.m., on the date above, at which time all company names of offers received will be publicly read aloud.

GPS Location

Some GPS systems cannot locate the above-named address. Proposers may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the

Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Proposers should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25'23.08"N 34°25'23.08N 84°07'12.05

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to Dawson County.*

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the proposer.

3. CONTACT PERSON

Proposers are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email mhawk@dawsoncounty.org** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the proposer's submittal.

Proposers may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Manager named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any proposer violating this provision.

4. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Proposers are advised to check the website for addenda before submitting their proposals.

Proposers must acknowledge any issued addenda by including Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

5. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

6. REJECTION OF PROPOSALS/CANCELLATION

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this RFP at any time.

7. MIMINUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

By submitting a proposal, the proposer represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

9. COST INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of the RFP to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the proposer(s).

10. RFP OPENING

Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFP may be obtained from the county's website www.dawsoncounty.org, after the RFP due date and time stated herein. A copy of the final evaluation tabulation to the RFP will be posted to the website after the RFP has been awarded, along with the awarded Contractor's name and date of award.

11. OPEN RECORDS

Proposers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Proposers are reminded that documents and information in the possession of Dawson County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must include an affidavit, at time of proposal submission that states that specific portions of the proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore; the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the proposal containing any trade secrets. Accordingly, proprietary information and/or data cannot be withheld from public inspection.

12. TAXES

Dawson County Government is tax exempt. No sales tax will be charged on any products or services. Dawson County cannot exempt any other person/proposer from applicable sales taxes that may be required of them in relations to this project. Selected proposer will be provided with Dawson County's Sales and Use Tax Certificate of Exemption number upon request.

13. PROPOSER INFORMATION

All submissions shall include a completed proposer information form, current copy of business license and current W-9. Failure to provide this information could result in the disqualification of the proposer from submitting a proposal.

14. INSURANCE

Selected proposer will be required to provide Dawson County with a Certificate of Insurance for liability and workman's compensation insurance before work can begin on this County project and be effective for the duration of the work as described in the Contract Documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance should be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance should be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; Workman's Compensation insurance should be as required by the State of Georgia; and Professional Liability insurance should be at least one million dollars (\$1,000,000).

The insurance certificate **must name** Dawson County Government its officers, employees and agents as an **additional insured** for the contracted project and the proper endorsements must accompany the certificate of insurance.

15. BONDS

If required, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by Dawson County. A five percent (5%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

16. ANTI-DISCRIMINATION

Dawson County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all proposals certify to Dawson County that they will conform to the provisions of the Federal Civil Rights Act of 1964.

In every contract of over \$10,000 the provisions in Sections 1 and 2 below apply:

1. During the performance of this contract, the DESIGN TEAM/PROFESSIONAL agrees as follows:
 - a. The DESIGN TEAM/PROFESSIONAL will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the DESIGN TEAM/PROFESSIONAL. The DESIGN TEAM/PROFESSIONAL agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The DESIGN TEAM/PROFESSIONAL, in all solicitations or advertisements for employees placed by or on behalf of the DESIGN

- TEAM/PROFESSIONAL, will state that such DESIGN TEAM/PROFESSIONAL is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The DESIGN TEAM/PROFESSIONAL will include the provisions of Section 1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Sub-contractor or proposer.

Proposers may request this Request for Proposal in another language by contacting Purchasing Manager Melissa Hawk at p) 706-344-3501, f) 706-531-2728 or via email at mhawk@dawsoncounty.org. All bid submissions must be returned in English.

17. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Proposers submitting a Qualification package in response to this RFP must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the DESIGN TEAM/PROFESSIONAL will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the proposer is attesting to the following:
 - a. The affiant has registered with and is authorized to use the federal work authorization program;
 - b. The user identification number and date of authorization for the affiant;
 - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d. Any employee, DESIGN TEAM/PROFESSIONAL, or Sub-contractor of such DESIGN TEAM/PROFESSIONAL or Sub-contractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e. Upon contracting with a new Sub-contractor, a DESIGN TEAM/PROFESSIONAL or Sub-contractor shall notify Dawson County and shall deliver a completed Sub-contractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the Sub-contractor before the new Sub-contractor begins any work.

- C. Failure to provide the completed and notarized affidavit with the DESIGN TEAM/PROFESSIONAL's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

SECTION II – GENERAL CONDITIONS

A. PURPOSE

Dawson County Purchasing Department is soliciting **sealed** proposals from qualified individuals/firms who specialize in providing professional design services for a passive nature park to be located at 60 Rock Cellar Road. This project will contain diverse use trails for nonmotorized users, which includes both biking/hiking and walking. Although the County wishes to receive a full design, the construction on the 120 +/- acre tract will be completed in phases. Individuals/firms must provide all equipment, materials and labor to complete the scope of work. Details are listed herein and include, but not limited to, design and construction administration. The County does not guarantee a minimum/maximum value for this contract.

B. CONTRACT PERIOD

The term of a contract awarded as a result of this RFP shall be from award until final acceptance of design project by the County, which is to be **four (4) calendar months** from the issuance of the Notice to Proceed letter.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

C. BACKGROUND

The park is situated off of Elliott Family Parkway, between Odum Chumbley Road, E.E. Styles Road and Chastain Mill Road.

The design is to include scope of work for civil work for utilities (including septic system, well, electrical), ADA one-stall men's/women's prefabricated bathroom, ADA water fountain, ADA parking lot, biking/hiking and walking trails, with one-mile being ADA compliant, resting benches along the trails, pavilion with benches near the bathroom and directional signage on the trails. The county is looking for a design that will be utilized by casual biking/hiking and walking visitors.

A Concept site plan, completed by Davis Engineering and Surveying, can be found on page 116 of this document. A phase I ESA, completed by Davis Engineering and Surveying, can be found immediately following the preliminary site plan. Photos and a photo key of key areas of the property can be found immediately following the phase I ESA.

D. SCOPE OF WORK

The consultant shall provide full turnkey design and engineering services for complete construction documents and construction administration. Design services are to include civil engineering, storm water management design, geotechnical testing, soil erosion and sedimentation control, NPDES permitting and other services as required. The consultant shall design the park to be completed in two phases. Phase one shall include approximately 4.5 miles of mountain bike/hiking and walking trails with 0.5 miles of paved ADA compliant walking trails, a parking lot, to include one ADA compliant parking spot with signage and one pavilion pad. Phase two shall include all disciplines to complete a sewer system, well, electricity to bathroom and park lighting.

Anticipated site design includes, but is not limited to:

- A. Ground run topographic survey that also includes location of all existing physical features required for the site design, permitting and construction associated with the project, including, but not limited to: electrical service; water lines; gas lines; existing drainage and detention features; any other utilities; limits of paving and structures.
 - B. All existing utilities that may have any design impact shall be field located by whatever means necessary and be included on the site survey. The consultant shall assess the extent of existing utilities, both public and private, and determine the most feasible method for providing utilities to the building, trails, pavilion and parking area. The consultant shall contact each utility provider to determine if existing utilities are adequate for the new facility and if utilities require relocation or new service fees.
 - C. Any site design, including parking, and all details required to support the overall park design.
 - D. Layout and staking plan for the new building and parking.
 - E. Parking lot design, including striping and lighting.
 - F. The design of any and all required grading, storm drainage, water quality, erosion control measures.
 - G. Preparation of the Erosion, Sediment and Pollution Control Plan as required by the NPDES permit, if found applicable.
1. Survey Services – to be completed in fifteen (15) calendar days.
 - a. Prepare a field run topographic survey ground shots of the shade pavilion pad, bathroom, parking and walking loop area to be merged with the concept site plan found on page 116 of this document. Topographic survey ground shots area includes the 25 feet outside the subject property as well as roadway topo. Topographic mapping and survey will show and include ground identifiable planimetric features.

b. Location survey to include:

- Location of each building, their exterior footprint at ground level together with finished floor elevations and spot shots at entries.
- Location and sizes of storm sewer systems, manhole, catch basin, drop inlet, curb inlet with rim and invert elevations, if accessible; pipe size; inverts and material, if accessible; headwalls, flared end sections; other drainage structures, if accessible.
- Location of valves, meters and other gas main appurtenances, if accessible and surface evident.
- Location of valves, meters, hydrants and other water main appurtenances, if accessible and surface evident.
- Horizontal location of overhead electric lines, telephone lines and appurtenances.
- Location of other underground utilities on or adjacent to the project site, if accessible and surface evident in the field.
- Top of banks, centerline of creek and wetland flags if marked by others.
- Topographic features of lakes (edge of water), streams, edge of tree canopy, swales, pavement and swampy areas within area.
- Location of fences, walls, slabs, sidewalks and materials of which they are constructed.
- Location of existing signs.
- Vertical Datum (NAVD 88).
- State Plane Coordinate Datum (NAD 83 GA West Zone).
- Contour interval will be 5 feet.

2. Preliminary Design Phase

- a. List of applicable permits and permitting processes
- b. Preliminary drawings including, but not limited to, site civil plans, mechanical, plumbing, and electrical drawing, to include building elevations
- c. Materials specifications including, but not limited to, materials of construction tables showing locations and materials proposed for piping, pipe supplies, hardware, structural materials and other materials subject to corrosion
- d. Prepare a hydrological study, based on the drainage design prepared previously
- e. Special inspections, if required
- f. The plans shall include the existing field run topography and GIS along with the proposed trails, pavilion pad, the prefabricated restroom areas, gravel parking area, grading, drainage, well design, septic design, details and any other item fixed to the land.

The consultant will submit preliminary design to the County within thirty (30) calendar days of contract execution. This phase will contain no less than one (1) meeting to finalize the preliminary design.

3. Detailed Schematic Phase

- a. Drawings shall be drawn to scale, indicating materials and assemblies to convey design intent and to illustrate the project's basic elements, scale and relationship to site
- b. Architectural door, window, finish and hardware schedules and details from pre-fabricated building vendor
- c. Updated site, grading, drainage and utility site plans for trails, parking, bathroom, pavilions, LED lighting
- d. Determine which pre-fabricated building manufacturer will be utilized for the bathroom as a Minu standard
- e. Preliminary construction cost and preliminary cost schedule. Preparation of the construction cost estimate may employ the application of commercially available cost modeling software tools and project cost information publications and resources (e.g., Sage Timberline, RS Means Building Construction Cost Data and other recognized industry tools).

The consultant shall submit changes requested in the Preliminary Design Phase this phase to the County within thirty (30) calendar days. There shall be no less than two (2) meetings to finalize the Detailed Schematic Phase. Concepts developed, reviewed and approved during the Detailed Design Phase will be considered permanent at the end of this phase.

4. Final Design Phase

The final design plans and specifications will be used by the County Purchasing Office to develop the RFP for construction services of the park. All plans and specifications submitted to the Purchasing Manager shall include the title "Construction Services for the Dawson County Styles Nature Park".

- a. Final plans, details for civil (grading, drainage and utility site plans), architectural, mechanical, plumbing, electrical, trails design; ensuring conformance to all applicable codes and building requirements, to include ADA regulations for all work
- b. Final technical specifications for all work
- c. Final architectural door, window, finish and hardware schedules and details
- d. Final construction cost and detailed cost schedule (quantity take off)

The consultant shall submit the final design plans and specifications to the County within thirty (30) calendar days.

Typical construction details shall be developed for the site improvements.

Site utilization and construction staging plan shall be developed to include but, not limited to, utilities such as power, sanitary, well water.

Outside and inside piping plans shall include but, is not limited to, clearly showing all grade change; coordinates for all stubs, branches, fittings and interfaces; each line size, material type, system designation and direction of flow; buried piping and conduits to the outside face of facility and pipe interfaces with existing utilities.

All septic system lines/pipes and soil erosion and sediment control shall be designed and approved in accordance with the Georgia Department of Public Health, EPD criteria. All soil erosion and sediment control measures used in the Project shall be detailed in a separate drawing.

5. Construction Administration

The consultant shall be an integral part of the construction with the County Staff and the Contractor ensuring the designs are implemented properly, arranged in logical sequence and in accord with local practices. The intention of this section is for the appropriate design personnel to visit the site no less than five (5) times during construction to ensure the project is being constructed in accordance with the plans and specifications. For the purposes of this project, the construction duration shall be considered as two months. It is up to the consultant to determine the specific design personnel that should visit the site, depending upon the work being performed on site. This is in addition to other site visits required such as the initial inspection of erosion control BMP's, punch list preparation and final inspection. A total of eight (8) site visits shall be anticipated for this project. All non-conformance to the design shall be reported in writing to the County Manager and Park Director.

The consultant shall review the contractor's payment application(s) and assist in verifying the need for any change orders that will be filtered through the Purchasing Office to the County Manager for approval.

The construction administration will be conducted in two (2) phases. Phase One will be for the trail system, electrical, pavilion pads and signage; to be completed in fifteen (15) calendar days. Phase Two will be for the parking lot, septic system, well, covered pavilions and bathroom. The County does not have a timeframe for Phase Two, but wishes to receive pricing for work.

Notice of Award

The Design Team/Professional agrees that in the case of failure on his part to execute the said contract and the bonds, if required, within fifteen (15) consecutive calendar days of receipt of a written Notice of Award from the County, the check or bid bond accompanying this bid, and

the monies payable thereon shall be paid into the funds off the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Notice to Proceed

The Design Team/Professional shall begin work as agreed upon and specified on the Notice to Proceed from the County and shall meet the agreed upon benchmarks throughout the project.

Weather days

All weather days are to be approved in writing by the Public Works Director and/or the County Manager.

Retainage

The Design Team/Professional shall be paid for work performed based upon satisfactory inspections and completion of the agreed upon draw schedule. Design Team/Professional's fee will be paid on a Net 30 basis less 10% retainage.

Liquidated Damages

The County and the Design Team/Professional recognize that time is of the essence with this project. The County and the Design Team/Professional also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not completed within the agreed upon time. Accordingly, instead of requiring any such proof, the County and the Design Team/Professional will agree that as liquidated damages for delay (but not as a penalty), the Design Team/Professional shall pay to the County **One Hundred and 00/100 (\$100.00) Dollars** for each and every calendar day that expires after agreed upon date of completion.

When the County reasonably believes that completion will be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Design Team/Professional an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Design Team/Professional overcomes the delay in achieving completion, or any part there, for which the County has withheld payment, the County shall promptly release to the Design Team/Professional those funds withheld, but no longer applicable, as liquidated damages.

Invoicing

1. Dawson County is Net 30. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
2. Proposers shall invoice quarterly, by location, including a detailed list of services provided and only after work has been performed (in arrears).

3. All invoices will be paid in the year in which services are provided.
4. Proposer to provide contact information for dedicated team member to provide billing inquiries. More information is included in the Statement of Qualifications portion of this RFP.
5. Invoices should be sent via mail or email to:

Accounts Payable
25 Justice Way, 2220
Dawsonville, GA 30534
cmcmillon@dawsoncounty.org

Pricing

1. Submissions must use returned on the Proposer's Price Proposal Form as provided within this RFP.
2. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

Administration

The project will be administered by the Dawson County Board of Commissioners with the Public Works Director being the main point of contact for all questions related to scope of work issues during the term of the contract. Any contract issues will be directed to the Dawson County Purchasing Manager during the term of the contract.

Permits and Licensing

1. Proof of Licensing: Design Team/Professional shall submit proof of professional license, insurance and business license at time of submittal as it relates to the Scope of Work defined herein. The business license will be the current license your business operates, if you are out of county, this will not be a Dawson County business license.
2. The successful proposer must hold a valid Business License at time of proposal and a copy must be filed with the Purchasing Manager at time of proposal. If awarded to an out-of-county proposer, that proposer must register their business license with the Dawson County Planning and Development Department within 10 days of award. Fees may apply and are not a part of this agreement. *Note: Only the successful proposer needs to register with Dawson County Planning and Development Department. As of January 1, 2017, there is no longer a registration fee.*

E. QUALIFICATIONS

This section identifies all information which must be submitted in each proposal. The County is not interested in elaborate submissions.

Tab A - Company Background and Structure

The Proposer will provide a general history and description of its company including, but not limited to, the number of years in business and number of employees. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

The proposal must provide the following:

- Length of time the Proposer has been providing nature walking/biking/hiking trails design services to local governments.
- Demonstrate the Proposer's experience working with projects equal to this scope of work of this RFP.
- Description of the Proposer's organization, financial resources, staffing levels, and any other evidence of its ability to successfully complete the project.
- References applicable to this RFP. Including a list of completed governmental contracts during the last five (5) years with clients' address, telephone number, and contact person.
- The proposer must certify that there are no circumstances, which will cause a conflict of interest in performing the services required.
- Statement listing any and all differences between your proposal and the work specified in the RFP.
- The proposer must demonstrate it is duly authorized to conduct business in the State of Georgia.

Tab B - Company Experience

The proposer shall submit at least three (3), but no more than six (6), projects as examples of the Design Team/Professional's past experience in performing and managing construction projects or design projects, comparable in scope and complexity to the scope of work. The case studies shall describe projects completed within the past five (5) years. Examples showing public-sector projects are preferable. Examples representing comparable design experience are preferable, but examples need not be limited to design projects.

Projects of similar scope and complexity may include any of the following:

- Projects of similar size or cost
- State/Local Government facilities projects
- Private sector projects
- Design-Build Projects
- Any combination of the above

The examples must concisely set forth the basic background information for the projects offered as comparable (dates and location and the cost and scope of the work). The examples must describe the effectiveness of the cited projects, and the methodology used to measure

such effectiveness (on-time delivery, successful completion of project, effective management of costs). The examples shall demonstrate why the cited projects are comparable to the Project in cost, size and complexity or delivery method. Where applicable, the examples shall demonstrate the Design Team/Professional's experience working with the Sub-contractors and/or Consultants required to be named, as described in the scope of work. (Identification and Prequalification of Members of Design Team) of this RFP. Each example must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the Design Team/Professional's performance on each project.

Tab C - Identification of all Contracted Personnel

The Awarded Design Team/Professional's employees shall wear proper identification for all employees working in the County on the contract. At a minimum, photo identification badges will be required for each person along with employee's personal data and the awarded Design Team/Professional's name. Such identification must be clearly displayed on the outside clothing of all the awarded Design Team/Professional's employees during field work and readily visible at all times when working on the Dawson County project. Vehicles used by the awarded Design Team/Professional shall be clearly marked to identify the company and the nature of their business. Please state how this will be met during the project.

Tab D - Qualifications of Key Team Members

Identify and include qualifications of key staff who would be assigned to work on the scope within this RFP. Include an organizational chart that depicts how the staff would be structured to perform details herein. Proposers must have qualified and trained staff to successfully complete the contract requirements. At a minimum, the organizational chart shall identify the responsibilities, structure, and lines of authority between and among the Design Team/Professional, the Design Consultant and any Sub-contractor entities required to be named. The Proposer shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

The information shall be brief and include the following:

- Identification, qualifications and experience of all persons to be assigned to the County project site and team organization; and the assignments of responsibilities and level of experience by site position.
- Identification and qualifications of any key team members and any subcontract consultants, including resumes of individual or the firm, as applicable. Resumes shall include the name and address of the contracting entity that is familiar with the work of each team member.

- The County requires that the assigned architect has at least five (5) years of practical experience fulfilling the scope of work of the same size project. The project architect will be assigned to Dawson County for the duration of the project.
- The County requires that the assigned project manager has at least five (5) years of practical experience involving project management of the same size project. The project manager will be assigned to Dawson County for the duration of the project.
- The County requires that the assigned project superintendent has at least five (5) years of practical experience in a construction superintendent role of the same size project. The project superintendent will be assigned to Dawson County for the duration of the project.
- All personnel assigned to the project will be subject to the approval of the County and will be removed from this project by the Design Team/Professional upon written recommendation of the County's contract contact. Additionally, the Design Team/Professional shall notify the County's contract contact in writing of all changes in supervision or key personnel. The notice shall include the reason for the change and provide a plan for immediate replacement.
- Attach the following Georgia Licenses within this tab held by Design Team/Professional or sub-contractor.

Tab E - Approach to Scope of Work

Referencing the Scope of Work in Section D, provide a detailed approach to fulfill the requirements of this RFP. At a minimum, proposals must address:

- A description of the individual/firm's organizational approach to the project.
- This portion of the Proposal shall state how the Design Team/Professional proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final projects will be organized, formatted and presented.
- A description of the individual/firm's understanding of the scope and challenges of the project; Design Team/Professional's approach to selection of materials and systems, including how such selections impact project cost, project delivery dates, and other matters.
- The approach shall also illustrate (through examples of relevant experiences in similar projects) how the Design Team/Professional will successfully maintain an effective line of communication throughout the process.
- Address all tasks in the scope of work, providing detailed information on all work tasks required to complete the project within the performance period. Include a statement of understanding of work involved, particularly regarding the level of effort required for any portion of the Plan and its update.
- Workforce plan for the project by phases, identifying the trades, types or percentages of work to be performed by the Design Team/Professional's own forces as compared to the trades, types or percentages work to be subcontracted to others.

- Approach to management of Design Team to include Sub-contractors and sub-consultants.
- Summary description of quality control and assurance program.
- Identification of code compliance concerns, special inspection issues, and plan for interaction with code officials.
- Plan for achieving timely project close out.
- The individual/firm shall submit a detailed bar-chart schedule for completion of the project, showing all design phases, the securing of the Dawson County staff's approvals of plans, as well as tracking major construction activities and milestones including substantial completion, final completion and project closeout. The bar chart schedule shall be accompanied by a written narrative indicating the individual/firm's approach and methodology for executing the Project within the milestone dates provided. The narrative shall address topics relevant to the performance and completion of the project that may include, without limitation, the following: identification of schedule concerns and constraints (e.g., completion of preliminary and final design, permitting issues, labor and material availability, winter weather conditions) and plan for completion of the project in accordance with the County's proposed date for contract completion. Include discussion of plan for maintaining schedule and providing regular schedule updates.

The County welcomes innovating suggestions and recommendations from individual/firms that will ensure a successful service approach.

Tab F - References

Proposers must submit at least five (5) references for persons that the individual/firm will assign, to include all sub-contractors, to complete the Scope of Work listed herein. Ideally, references should be government entities within Georgia should be included. The following information for each reference shall be listed:

- Name of government entity
- Address
- Contact person with title
- Phone number of contact person
- Email (highly recommended and preferred method)
- Dates of service
- Range of services

Tab G - Financial Stability

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- If a public company, include a recap of the most recent audited financial report.

- If a private company, provide a recap of the most recent internal financial statement and a letter, on the financial institution’s letterhead, stating financial stability.

Tab H - Business Litigation

Disclose any involvement by the individual/firm or any officer or principle in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition of the case.

Tab I - Required Solicitation Forms

Proposers are to complete and attach all forms listed on the Proposer’s Checklist and include in Tab I. This direction **excludes** the Price Proposal Form. Price shall not be included in any of the technical submittal. This will be cause for disqualification and considered non-responsive bid.

Financial Proposal

Proposers are to use the Proposer’s Price Proposal Form provided within this RFP. All costs to the Dawson County Government must be included on the Price Proposal Form that the individual/firm will incur to complete all tasks associated for the design and construction administration of for the field conversion. **Price shall not be included in any of the technical submittal. This will be cause for disqualification and considered a non-responsive bid. This form must be sealed separate from the technical proposal and list the company name, address, RFP# and name on the outside of the envelope.**

F. EVALUATION PROCESS

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed in **Chart 2** below.

Proposals will be reviewed and evaluated by the review committee to determine whether the Respondent has met the criteria described in this RFP.

Chart 2

Company Background and Structure	10
Experience and Qualifications of Dedicated Staff	22
Project Understanding/Approach to Scope of Work	23
References	10
Management Plan	10
Price Proposal	25
TOTAL POINTS	100

Presentations

The top-ranking individual/firms *may* be invited to conduct oral interviews. If required, these presentations will be scheduled in advance and limited in time. Presentations will be

conducted in Dawson County at a location to be determined. Independent scores compiled, during this phase of the evaluation by the RFP evaluators, will supersede the technical scores previously published for the Proposers selected to make an oral presentation.

Dawson County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Dawson County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive provider.

G. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email and directed to the Dawson County Purchasing Manager. All answers shall be communicated in the form of an addendum and posted on the County's website under the bid information; all individuals/firms responding to this RFP should check the website before responding to this RFP.
2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any proposer submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver goods in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the DESIGN TEAM/PROFESSIONAL responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.

6. By submitting a proposal, the proposer is certifying that they are not currently debarred from bidding on contracts by any entity of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any entity of the State of Georgia.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then DESIGN TEAM/PROFESSIONAL shall comply with applicable federal, state, and local laws and regulations.
8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

H. BONDS

Bid Bond – **5%, if your price proposal is over \$100,000.00 (Submit in separate sealed envelope with proposal package).**

Payment Bond – **100%, if your price proposal is over \$100,000.00**

Performance Bond – **100%, if your price proposal is over \$100,000.00**

I. FINAL SELECTION

Following review of all qualified proposals, selection of a suitable proposer, and preliminary contract negotiations, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete the Contract Documents to the awarded DESIGN TEAM/PROFESSIONAL for execution.

The Dawson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every proposer submitting a proposal must complete the forms showing compliance with the **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90**. The forms are provided with this RFP package.

SECTION III – GENERAL TERMS – The RFP scope of work is unique for the County in the fact that the DESIGN TEAM/PROFESSIONAL is responsible for the planning, design and construction management of the project within this RFP. The General Terms Section is predominantly geared towards the construction phase. The DESIGN TEAM/PROFESSIONAL’s architect will work closely with the County’s representative to ensure the below is adhered to for the duration of the project.

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01 - Definitions

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance

Formal action of the Owner in determining that the DESIGN TEAM/PROFESSIONAL/construction crew's work has been completed in accordance with

the contract and in notifying the DESIGN TEAM/PROFESSIONAL in writing of the acceptability of the work.

Act of God

A cataclysmic phenomenon of nature, such as a hurricane, earthquake, or abnormal flood. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

Addenda

Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project by addition, deletion, clarification or corrections.

Bid

Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder

Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work.

Contract

The writings and drawings embodying the legally binding obligations between the Owner and the DESIGN TEAM/PROFESSIONAL for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

Contract Documents

The Contract, Addenda (which pertain to the Contract Documents), DESIGN TEAM/PROFESSIONAL's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, Field Orders, and Drawing submittals.

Contract Drawings

The drawings which show the scope, extent, and character of the work to be furnished and performed by the DESIGN TEAM/PROFESSIONAL and which have been prepared and reviewed by the Engineer/Architect/Owner and are referred to in the Contract Documents.

Contract Price

Amount payable to the DESIGN TEAM/PROFESSIONAL under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments

made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price proposals multiplied by the estimated quantities set forth in the proposal form.

Contract Time

Number of calendar days stated in the contract for the completion of the work or portions thereof.

Contractor/DESIGN TEAM/PROFESSIONAL

The individual, partnership, corporation, or combination thereof, including joint ventures that enter into the contract with the Owner for the performance of the work. The term covers Sub-contractors, equipment and material suppliers, and their employees.

Contractor/Construction Crew/DESIGN TEAM/PROFESSIONAL's Plant and Equipment

Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor/Construction Crew/DESIGN TEAM/PROFESSIONAL to carry out the work, but not to be incorporated in the work. The Owner will make available to the Contractor/Construction Crew/DESIGN TEAM/PROFESSIONAL, for his plant, equipment and storage, only the area indicated on the Site Plan within the limits of the work. The Contractor/Construction Crew/DESIGN TEAM/PROFESSIONAL shall confine his operations to his allotted areas to avoid interference with the Building's normal and continued operation. The DESIGN TEAM/PROFESSIONAL's and Sub-contractor's personnel shall not be permitted to park their cars on Owner's property except in the area designated for construction. The General DESIGN TEAM/PROFESSIONAL shall see that this restriction is enforced.

Contract Technical Representative

The day-to-day County Representative designated by the Owner.

County

Owner.

Day

Calendar day.

Defective

An adjective which when modifying the word "work" refers to work, including but not limited to the furnishing of materials, that is unsatisfactory, faulty, deficient or performed in a non-workmanlike manner, in that it does not conform to or meet the requirements of the contract, any inspection, reference standard, test or approval referred to in the contract, or has been damaged prior to a recommendation of final payment.

Direct

Action of the Owner by which the DESIGN TEAM/PROFESSIONAL, to include Design Team and construction crew, is ordered to perform or refrain from performing work under the contract.

Directive

Written documentation of the actions of the Engineer/Architect or the Owner in directing the construction crew.

Engineer/Architect

Whenever the word “Engineer/Architect” and/or “Architect” is used in the contract, it shall be understood as referring to the Engineer/Architect of the DESIGN TEAM/PROFESSIONAL working closely with the Owner, or such other Engineer/Architect supervisor, or inspector as may be authorized by the Owner to act in any particular area of the contract or an employee of the Owner.

Equipment

Mechanical, electrical, instrumentation, or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Furnish

To deliver to the job site or other specified location any item, equipment, or material.

Herein

Refers to information presented in the project manual.

Holidays

Legal holidays designated by the Owner.

Install

Placing, erecting, or constructing complete in place any item, equipment, or material.

May

Refers to permissive actions.

Owner

Commissioner of Roads and Revenue Dawson County, Dawson County Board of Commissioners, Dawsonville, Georgia.

Person

The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Project

The undertaking to be performed under the provisions of the contract.

Project Manual

Those Contract Documents prepared for bidding and as amended by addenda.

Provide

Furnish and install, complete in place.

Punch List

List of incomplete items of work which are not in conformance with the contract. The list will be prepared by the Engineer/Architect and the Owner when the construction crew (1) notifies the Engineer/Architect in writing that the work has been completed in accordance with the contract and (2) requests in writing that the Owner accept the work.

Shall

Refers to actions by either the DESIGN TEAM/PROFESSIONAL or the Owner and means the DESIGN- BUILDER or Owner has entered into a covenant with the other party to do or perform the action.

Shown

Refers to information presented on the drawings, with or without reference to the drawings.

Specifications

That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship. Titles of sections and paragraphs in these Contract Documents are introduced merely for convenience and shall not be taken as a complete segregation of the various unites of materials and labor.

Specify

Refers to information described, shown, noted or presented in any manner in any part of the contract.

Submittals

The information which is specified for submission to the Owner in accordance with this document.

Substantial Completion

Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Determination of substantial

completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the DESIGN TEAM/PROFESSIONAL to acceptance under the contract.

Substantial Completion Date

Date shown on the certificate of Substantial Completion.

Will

Refers to actions entered into by the DESIGN TEAM/PROFESSIONAL or the Owner as a covenant with the other party to do or to perform the action.

Work

The labor, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the contract.

02 - Royalties and Patents

The DESIGN TEAM/PROFESSIONAL shall pay all royalties and license fees and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of the patent rights or copyrights held by others. He shall defend all suits or claims for infringement of any patent rights and shall hold harmless the Owner, its officers, employees, and agents from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Owner and properly installed by the DESIGN TEAM/PROFESSIONAL pursuant to the manufacturer's specifications.

03 - Permits and Regulations

The DESIGN TEAM/PROFESSIONAL shall obtain and pay for all construction permits, licenses, and easements of a temporary nature necessary for the prosecution of the work. The DESIGN TEAM/PROFESSIONAL shall pay all governmental charges and inspection fees necessary for the prosecution of the work. The DESIGN TEAM/PROFESSIONAL shall pay all charges of utility owners for connections to the work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

The DESIGN TEAM/PROFESSIONAL shall comply with all County, State, and Federal laws, statutes, ordinances, rules and regulations applicable to furnishing and performance of the work.

04 - Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

05 – Lands of Work

Not Applicable to this RFP.

06 - General Warranty and Guarantee Against Defective Work

The DESIGN TEAM/PROFESSIONAL shall warrant and guarantee the work required under this Contract for a period of twelve months from the date of Final Acceptance. The DESIGN TEAM/PROFESSIONAL warrants and guarantees to Owner, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Engineer/Architect, the construction crew shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The DESIGN TEAM/PROFESSIONAL's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The DESIGN TEAM/PROFESSIONAL shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Owner, or Owner's representative. The obligations of the DESIGN TEAM/PROFESSIONAL under this Paragraph shall not include normal wear and tear under normal usage.

07 - Bonds

The DESIGN TEAM/PROFESSIONAL shall furnish payment and performance bonds with good and sufficient surety or sureties acceptable to the Owner for the protection of persons furnishing materials or labor in connection with the performance of the work. The penal sum of such payment and performance bond will be zero percent of the contract price. The bonds required hereunder will be dated as of the same date as the contract and will be furnished to the Owner at the time the contract is executed. These bonds shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent, and shall have proper Power of Attorney evidencing the authority of the individual signing the bond. Included with the Bonds shall be a signed Affidavit on the form provided herewith.

Out of state DESIGN TEAM/PROFESSIONALs shall post a bond with the State Tax Commissioner for each tax year during construction of the project to guarantee payment of taxes on the work of this Contract.

08 - DESIGN TEAM/PROFESSIONAL's Insurance

A. Liability

The DESIGN TEAM/PROFESSIONAL shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such

operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them.

Certificates of Insurance indicating that the successful proper has obtain such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar day notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The DESIGN TEAM/PROFESSIONAL shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

B. Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the DESIGN TEAM/PROFESSIONAL shall indemnify and hold harmless the County and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of Engineer/Architects, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the DESIGN TEAM/PROFESSIONAL, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The successful Bidder shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

***The limits of insurance are as follows:**

- a) General Liability Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;
- b) Automobile Insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as will protect potential bidder or offeror from Workers' Compensation Acts.

09 – Liens

Neither the final payment nor any part of the retained percentage shall become due until the DESIGN TEAM/PROFESSIONAL shall deliver to the Owner a complete release of all claims or liens arising out of this Contract and an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the DESIGN TEAM/PROFESSIONAL may, if any Sub-contractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond). If any claim or lien remains unsatisfied after all payments are made, the DESIGN TEAM/PROFESSIONAL shall refund to the Owner all monies that the latter may be compelled to pay on discharging such a lien, including all costs and a reasonable attorney's fee.

10 - Assignment

The Owner shall have the right to reject the assignment or sub-letting of any portion of the Contract by the DESIGN TEAM/PROFESSIONAL. Assigning or sub-letting the Contract shall not relieve the DESIGN TEAM/PROFESSIONAL or his surety from any Contract obligations.

11 - Joint Venture Contract

In the event the DESIGN TEAM/PROFESSIONAL is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request, or any communication required to be or that may be given by the Owner to the DESIGN TEAM/PROFESSIONAL under this contract, shall be well and sufficiently given to all persons being the DESIGN TEAM/PROFESSIONAL if given to any one or more of such persons. Any notice, request, or other communication given by any one of such persons to the Owner under this Contract shall also be given to the Owner and shall be deemed to have been given by and shall bind all persons being the DESIGN TEAM/PROFESSIONAL.

12 - Successors' Obligations

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the Contract Documents shall be read and held as made by and with, and granted to an imposed

upon, the DESIGN TEAM/PROFESSIONAL and the Owner and their respective heir, executors, administrations, successors and assigns.

13 - Business License

DESIGN TEAM/PROFESSIONALS and Sub-contractors shall have a current Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the Owner.

14 - Obligations and Liability of the DESIGN TEAM/PROFESSIONAL

The DESIGN TEAM/PROFESSIONAL shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Owner, and in accordance with the Specifications and Plans herein mentioned, at the prices herein agreed upon and fixed therefore.

All the work labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the directions of the Engineer/Architect as given from time to time during the progress of the work, under the terms of this contract.

All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the DESIGN TEAM/PROFESSIONAL.

The DESIGN TEAM/PROFESSIONAL shall coordinate his operations with those of any other DESIGN TEAM/PROFESSIONALS who may be employed on other work of the Owner and shall avoid interference therewith and cooperate in the arrangements for storage of materials.

The DESIGN TEAM/PROFESSIONAL shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense, wherever necessary, or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The DESIGN TEAM/PROFESSIONAL shall take all responsibility for the work done under this Contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to

give such permission or issue such orders. The DESIGN TEAM/PROFESSIONAL shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The DESIGN TEAM/PROFESSIONAL shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The DESIGN TEAM/PROFESSIONAL shall so conduct his operations as not to damage existing structures or work installed either by him or by other DESIGN TEAM/PROFESSIONALS. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

The DESIGN TEAM/PROFESSIONAL warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The DESIGN TEAM/PROFESSIONAL having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the DESIGN TEAM/PROFESSIONAL, himself is responsible for seeing that the work is installed in accordance with the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, employed by the Owner either to discover or to bring to the attention of the DESIGN TEAM/PROFESSIONAL any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the DESIGN TEAM/PROFESSIONAL as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that any one, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the DESIGN TEAM/PROFESSIONAL against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the contract. No requirement of this contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions of the contract for changes in the work.

15 – Responsibilities of the DESIGN TEAM/PROFESSIONAL

A. Sub-contractors, Manufacturers, and Suppliers

The DESIGN TEAM/PROFESSIONAL shall be responsible for the adequacy, efficiency, and sufficiency of Sub-contractors, manufacturers, suppliers and their employees.

B. DESIGN TEAM/PROFESSIONAL's Employees

The DESIGN TEAM/PROFESSIONAL shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

C. Payment for Labor and Materials

The DESIGN TEAM/PROFESSIONAL shall pay and require his Sub-contractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments, and other wage and salary deductions required by law. The DESIGN TEAM/PROFESSIONAL also shall pay and cause his Sub-contractors to pay any and all accounts for services, equipment, and materials used by him and his Sub-contractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the DESIGN TEAM/PROFESSIONAL shall furnish proof of payment of such accounts to the Owner.

D. Attention to Work

The DESIGN TEAM/PROFESSIONAL, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully. When his representative is not personally present at the project site, his designated alternate shall be available and shall have the authority to act on the contract.

E. Employee Safety

The DESIGN TEAM/PROFESSIONAL alone shall be responsible for the safety of his and his Sub-contractor's employees. The DESIGN TEAM/PROFESSIONAL shall maintain the project site and perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

F. Public Safety and Convenience

The DESIGN TEAM/PROFESSIONAL shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the DESIGN TEAM/PROFESSIONAL to insure the use of sidewalks, private and public driveways, and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

G. Cooperation with the Construction Inspector

The DESIGN TEAM/PROFESSIONAL, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The DESIGN TEAM/PROFESSIONAL shall provide the Construction Inspector with information requested in connection with the inspection of the work.

16 - Compliance with Laws

The DESIGN TEAM/PROFESSIONAL shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Engineer/Architect and Owner in writing.

He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any Sub-contractor.

17 - Plans, Specifications, and Design

The Design-Build DESIGN TEAM/PROFESSIONAL shall furnish plans and specifications which represent the requirements of the work as far as practical to be performed under the Contract to the Owner. All such drawings and instructions shall be consistent with the Contract Documents. Plans and specifications which represent the work to be done shall be furnished prior to the time of entering into the Contract. The Owner may, during the life of the Contract issue additional instructions, by means of drawings or otherwise, necessary to illustrate change in the work.

18 - Drawings Furnished

Unless otherwise provided in the Contract Documents, the Design-Build DESIGN TEAM/PROFESSIONAL will furnish to the Owner, free of charge, up to six (6) hard copy and 1 electronic copy of the drawings and specifications necessary for the execution of the work.

19 - Ownership of Drawings

All drawings, specifications and copies thereof furnished to the Owner may be reused on other work. All models are the property of the Owner.

20 - Reference Standards

Reference to the Standards of any technical society, organization or association or to codes of local or state authorities, shall mean the latest standard, code, specifications, or tentative standard adopted and published at the date of taking proposals, unless specifically stated otherwise.

21 – Division of Specifications and Drawings

Specifications and drawings are to be divided into groups for the convenience of the Owner. These divisions are not for the purpose of apportioning work or responsibility for work among Sub-contractors, suppliers, and manufacturers.

22 - Order of Completion

Before starting work and within ten (10) days of issuance of the Notice of Award with the work, the DESIGN TEAM/PROFESSIONAL shall submit to the Owner, a schedule which shall show the order in which the DESIGN TEAM/PROFESSIONAL proposes to carry on the work, indicating the starting and completion dates and locations of the various stages of the work. The schedule shall be in a bar graph form suitable for periodic updating to show actual work completed.

Monthly progress reports shall be delivered with the pay estimate to the Owner showing the progress of the past month's construction in relation to the approved work schedule.

No payments will be made to the DESIGN TEAM/PROFESSIONAL until the construction schedule has been submitted by the DESIGN TEAM/PROFESSIONAL and approved by the Owner.

If the progress report does not agree with the approved work schedule, the DESIGN TEAM/PROFESSIONAL shall deliver in writing an explanation with the report. Upon request from the Owner, the DESIGN TEAM/PROFESSIONAL shall submit a revised schedule for approval.

If the DESIGN TEAM/PROFESSIONAL sub-contracts the construction portion of the scope of work of this RFP, the DESIGN TEAM/PROFESSIONAL's Engineer/Architect will work with the Owner to review, revise and interrupt, if needed, the progress report(s) and work schedule.

23 - Materials, Appliances & Employees

Unless otherwise stipulated, the DESIGN TEAM/PROFESSIONAL shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, supervision, and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new. The DESIGN TEAM/PROFESSIONAL shall furnish satisfactory evidence as to the kind and quality of materials in accordance with section 49 below.

24 - Survey Information

The Owner will establish reference bench marks and base line identified on the drawings. From the information provided, the DESIGN TEAM/PROFESSIONAL shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, and stakes for pipe locations and other working points, lines, and elevations. Survey work shall be performed under the supervision of a licensed land surveyor or registered civil Engineer/Architect. DESIGN TEAM/PROFESSIONAL shall reestablish reference bench marks and survey control monuments destroyed by his operations at no cost to the Owner.

25 - Project Completion

If the specifications, the Engineer/Architect's or Owner's instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, the construction crew shall give the Engineer/Architect/Owner notice of its readiness for inspection. Such notice shall be a minimum of two (2) working days. Inspections by the Owner shall be promptly made and where practicable at the source of supply.

An inspection will be made by the Engineer/Architect/Owner and a determination will be made as to whether or not the work is in fact complete. Acceptance will not be given nor final payment released until all "punch list" items are complete and as-built drawings have been approved.

"Punch list" shall not be considered all-inclusive and therefore; each requested final inspection may generate additional "punch list" items as the construction crew/DESIGN TEAM/PROFESSIONAL is responsible for completion of all work described in the Contract Documents.

The final walk-through and "punch list" will be conducted by the Owner prior to acceptance of the project at completion.

26 - Inspection and Testing of Materials

Before acceptance of the whole or any part of the work, it shall be subject to tests to determine that the accomplished work is in accordance with the plans and/or specifications. The DESIGN TEAM/PROFESSIONAL shall be required to maintain all work in a first-class condition for a 30-day operating period after the same has been completed as a whole and the Engineer/Architect has notified the DESIGN TEAM/PROFESSIONAL in writing that the work has been finished to his satisfaction. The retained percentage as provided herein will not be due or payable to the DESIGN TEAM/PROFESSIONAL until after the 30-day operating period has expired.

For all projects involving professionally designed structures falling under the "Special Inspections" requirements of the Georgia State Minimum Standard Building Code (2006 or most recent edition International Building Code) the County shall be responsible for and pay for all required "special testing" unless otherwise specified herein.

The DESIGN TEAM/PROFESSIONAL shall be responsible for and pay for all testing in accordance with the project plans and specifications.

Tests for infiltration, line and grade of sewer, hydrostatic and leakage tests on force mains shall be made by the DESIGN TEAM/PROFESSIONAL in the presence of the Engineer/Architect. No portion of the work will be accepted for partial or final payment until tests prove it has been satisfactorily

completed. All such tests shall be documented, signed by the person conducting the tests and reviewed by the Engineer/Architect and approved by the Owner prior to payment.

27 - Substantial Completion

At such time as the DESIGN TEAM/PROFESSIONAL has completed the work and prior to requesting a final inspection, the DESIGN TEAM/PROFESSIONAL shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the Engineer/Architect and the Owner and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

28 - Rights of Various Interests

Wherever work, being done by the Owner's forces or by other DESIGN TEAM/PROFESSIONALS, is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

29 - Separate Contracts

The Owner reserves the right to let other Contracts in connection with this work. The DESIGN TEAM/PROFESSIONAL shall afford other DESIGN TEAM/PROFESSIONAL's reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

30 - Sub-contractors

The DESIGN TEAM/PROFESSIONAL shall notify the Owner in writing of the names and addresses of all proposed Sub-contractors for the work at the Preconstruction Meeting. Sub-contractors, or their sub-contractos, will not be recognized as having a direct relationship with the Owner. The persons engaged in the work, including employees of Sub-contractors and suppliers, will be considered employees of the DESIGN TEAM/PROFESSIONAL and their work shall be subject to the provisions of the contract. References in the Contract Documents to actions required of Sub-contractors, manufacturers, suppliers, or any person, other than the DESIGN TEAM/PROFESSIONAL, the Owner, the Engineer/Architect or the Construction Inspector, shall be interpreted as requiring that the DESIGN TEAM/PROFESSIONAL shall require such Sub-contractor, manufacturer, supplier or person to perform the specified action.

A Sub-contractor for any part of the work must have experience on similar work and, if required, furnish the Owner with a list of projects and the Engineer/Architects who are familiar with their competence.

31 - Access

The DESIGN TEAM/PROFESSIONAL shall maintain access to the property owners adjacent to the Project covered by the Contract. The Architect/Engineer/Owner will have full access to the project site at all times.

32 - Construction Schedule and Procedures

The DESIGN TEAM/PROFESSIONAL shall submit and continually update a time schedule for the work and a sequence of operations.

Before starting any work, and from time to time during its progress, as the Owner may request, the DESIGN TEAM/PROFESSIONAL shall outline to the Owner the methods he plans to use in doing the work, and the various steps he intends to take. Failure of the Owner to reject the methods or steps proposed by the DESIGN TEAM/PROFESSIONAL shall not relieve the DESIGN TEAM/PROFESSIONAL of his responsibility for the correct and timely performance of the work.

This outline will be made part of the Contract Documents delivered to the Owner.

33 - Project Management

The DESIGN TEAM/PROFESSIONAL shall schedule and coordinate the work of the DESIGN TEAM/PROFESSIONAL and all Sub-contractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this contract. Before ordering materials or doing work which is dependent upon coordination with site conditions, the DESIGN TEAM/PROFESSIONAL shall verify all dimensions, elevations, grades, and utilities at the site and shall be responsible for the correctness of same. No consideration will be given any claim based on difference between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Architect/Owner for decision before any work affected thereby is begun.

The DESIGN TEAM/PROFESSIONAL shall be responsible for complete supervision and control of his Sub-contractors as though they were his own forces. Notice to the DESIGN TEAM/PROFESSIONAL shall be considered notice to all affected Sub-contractors.

34 - Entry

The right of access to the work wherever it is in preparation or progress shall be extended to the Owner and representatives of appropriate regulatory agencies. The DESIGN TEAM/PROFESSIONAL shall provide facilities for such access and inspection.

35 - Preservation and Restoration

The DESIGN TEAM/PROFESSIONAL shall use every precaution to prevent damage or destruction of buildings,

poles, roads in, around and surrounding the construction site and shrubbery. The DESIGN TEAM/PROFESSIONAL shall provide an approved consultant whose responsibilities shall be to provide direct supervision of all removal and relocation of all shrubbery, hedges, plants and bushes shown to be relocated and plants not shown for relocation but requiring relocation due to the lay out of the sidewalk. He shall protect and carefully preserve from disturbance and damage all survey land monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and such monuments and markers shall be properly and accurately restored at no cost to the Owner.

When direct or indirect damage or injury is done to public or private property by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before the damage was done, by repairing or otherwise restoring, or he shall make good such damage in an acceptable manner. All restoration by the DESIGN TEAM/PROFESSIONAL shall be accomplished as soon as construction in the disturbed area is complete.

Throughout the performance of the work, the DESIGN TEAM/PROFESSIONAL shall construct and adequately maintain suitable and safe crossings over the trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other DESIGN TEAM/PROFESSIONALS (if any) or to the Owner.

Prior to commencing work on private property, the DESIGN TEAM/PROFESSIONAL shall contact the Owner and/or occupant two (2) days in advance of the time work will commence.

The DESIGN TEAM/PROFESSIONAL shall keep the premises, rights-of-way and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the work; and every day as the work areas as well as all tools, construction equipment and machinery and surplus materials; and shall leave the site clean. Any variations from this must be obtained in writing by the Owner. Trash burning on site will not be permitted. Prior to approval of a request for partial payment, the DESIGN TEAM/PROFESSIONAL shall ensure that the work areas are cleaned up where construction has been performed during the period for which payment is requested.

When the work involves the laying of utility lines across grassed areas, streets, sidewalks and other paved areas; it shall be the responsibility of the DESIGN TEAM/PROFESSIONAL to restore such areas to their original sound condition using construction techniques and materials which are the same as existing. In the case of planted areas, DESIGN TEAM/PROFESSIONAL shall maintain the restoration work until

positive growth has evidenced.

In a case of dispute, the Owner may remove the rubbish and surplus materials or perform restoration work and charge the cost to the DESIGN TEAM/PROFESSIONAL.

36 - Completion of "Punch List" Items

Prior to completion of the project, the DESIGN TEAM/PROFESSIONAL shall request an inspection and any deficiencies found at that time will be noted on a "Punch List". The development of a "Punch List" shall not delay or terminate the accumulation or assessment of liquidated damages as established in Section 86 below.

37 - Authority of DESIGN TEAM/PROFESSIONAL

DESIGN TEAM/PROFESSIONAL's Representative

The DESIGN TEAM/PROFESSIONAL shall notify the Owner in writing of the name of the person who will act as the DESIGN TEAM/PROFESSIONAL's representative and shall have the authority to act in matters relating to this contract. This person shall have authority to carry out the provisions of the contract and to supply materials, equipment, tools and labor without delay for the performance of the work.

Construction Procedures

The DESIGN TEAM/PROFESSIONAL shall supervise and direct the work. He has the authority to determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the contract, a means, method, technique, sequence or procedure for the construction of that item of work.

38 - Authority of Engineer/Architect

Engineer/Architect will be the initial interpreter of the requirements of the Contract Documents in conjunction with the Owner to the construction crew and shall review the work for acceptability of the work thereunder. Neither the Engineer/Architect's authority or responsibility under the Contract Documents nor any decision made by Engineer/Architect in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility of Engineer/Architect shall give rise to any duty owed by Engineer/Architect to DESIGN TEAM/PROFESSIONAL, any Sub-contractor, any Supplier any other person or organization, or to any surety for employee or agent of any of them.

39 - Owner-DESIGN TEAM/PROFESSIONAL Coordination

Service of Notice

Notice, order, direction, request or other communication given by the Owner to the DESIGN TEAM/PROFESSIONAL shall be deemed to be well and sufficiently given to the DESIGN TEAM/PROFESSIONAL if left at any office used by the DESIGN TEAM/PROFESSIONAL or delivered to any of his office, clerks or employees or posted at the site of any work or mailed to

any post office addressed to the DESIGN TEAM/PROFESSIONAL at the address given in the contract document or mailed to the DESIGN TEAM/PROFESSIONAL's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the DESIGN TEAM/PROFESSIONAL two days after the day of mailing. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the DESIGN TEAM/PROFESSIONAL, be delivered to the County Technical Representative.

Suggestions to DESIGN TEAM/PROFESSIONAL

Plan or method of work suggested by the Owner to the DESIGN TEAM/PROFESSIONAL but not specified or required, if adopted or followed by the DESIGN TEAM/PROFESSIONAL in whole or in part, shall be used at the risk and responsibility of the DESIGN TEAM/PROFESSIONAL.

The Owner assume no responsibility therefore and in no way will be held liable for any defects in the work which may result from or be caused by the use of such plan or method of work.

Cooperation

The DESIGN TEAM/PROFESSIONAL agrees to permit entry to the site of the work by the Owner or other DESIGN TEAM/PROFESSIONALS performing work on behalf of the Owner. The DESIGN TEAM/PROFESSIONAL shall afford the Owner, other Sub-contractors and their employees, reasonable facilities and cooperation and shall arrange his work and dispose of his materials in such a manner as to not interfere with the activities of the Owner or of others upon the site of the work. The DESIGN TEAM/PROFESSIONAL shall promptly make good any injury or damage that may be sustained by other DESIGN TEAM/PROFESSIONALS or employees of the Owner at his hands. The DESIGN TEAM/PROFESSIONAL shall join his work to that of others and perform his work in proper sequence in relation to that of others.

If requested by the DESIGN TEAM/PROFESSIONAL, the Owner shall arrange meetings with other DESIGN TEAM/PROFESSIONALS performing work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the DESIGN TEAM/PROFESSIONAL informed of the planned activities of other DESIGN TEAM/PROFESSIONALS.

Differences or conflicts arising between the DESIGN TEAM/PROFESSIONAL and others employed by the Owner or between the DESIGN TEAM/PROFESSIONAL and the works of the Owner with regard to their work, shall be submitted to the Owner for his review of the matter. If the work of the DESIGN TEAM/PROFESSIONAL is affected or delayed because of any act or omission of other DESIGN TEAM/PROFESSIONALS or of the Owner, the DESIGN TEAM/PROFESSIONAL may submit for the Owner's consideration, a documented request for a change order.

40 – Interpretation of Specifications and Drawings

Not applicable to this RFP Contract.

41 - Discrepancies in Specifications and Drawings

Errors and Omissions

If the DESIGN TEAM/PROFESSIONAL, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the Owner's field of work, he shall immediately inform the Owner in writing. The Owner, with assistance of the Engineer/Architect, shall promptly review the matter and if he finds an error or omission has been made; he shall determine the corrective actions and advise the DESIGN TEAM/PROFESSIONAL accordingly.

If the corrective work associated with an error or omission increases or decreases the amount of work called for in the contract, the Owner shall issue an appropriate change order. After discovery of an error or omission by the DESIGN TEAM/PROFESSIONAL, related work performed by the DESIGN TEAM/PROFESSIONAL shall be done at his risk unless authorized, in writing, by the Owner.

Conflicting Provisions

In cases of conflict between the specifications and drawings, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the DESIGN TEAM/PROFESSIONAL shall request a clarification from the Engineer/Architect. For any event where the DESIGN TEAM/PROFESSIONAL claims any ambiguities or discrepancies within the specifications, the DESIGN TEAM/PROFESSIONAL may assume that the higher, greater and most stringent specification or standard applies.

42 - Material, Equipment and Workmanship

Unless otherwise specifically stated in the Contract Documents, the DESIGN TEAM/PROFESSIONAL shall provide and pay for material, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. Material and equipment shall be new, free of defects and of the quality specified. Equipment offered shall be current modifications which have been in successful regular operation under comparable conditions. Construction work shall be executed in conformity with the standard practice of the trade. The DESIGN TEAM/PROFESSIONAL is ultimately responsible for all work of all employees and sub-contractors and will warrant all work for this project.

43 – Demonstration of Compliance with Contract Requirements Inspection

To demonstrate his compliance with the contract requirements, the DESIGN TEAM/PROFESSIONAL shall assist the Owner in the performance of inspection work.

The DESIGN TEAM/PROFESSIONAL shall grant the Owner access to the work and to the site of the work, and to the places where work is being prepared, or whence materials, equipment or machinery are being obtained for the work. The DESIGN TEAM/PROFESSIONAL shall provide information requested by the Owner in connection with inspection work.

If the Contract Documents, laws, ordinances, or any public regulatory authority requires parts of the work to be specially inspected, tested or approved, the DESIGN TEAM/PROFESSIONAL shall give the Owner adequate prior written notice of the availability of the subject work for examination.

If parts of the work are covered in contravention of the Owner's directive, the cost of exposing the work for inspection and closing shall be borne by the DESIGN TEAM/PROFESSIONAL regardless of whether or not the work is found to be in compliance with the contract.

If any work is covered in the absence of the Owner's directive to the contrary, the DESIGN TEAM/PROFESSIONAL shall, if directed by the Owner, uncover, expose or otherwise make available for inspection, portions of covered work.

If it is found that such work is defective, the DESIGN TEAM/PROFESSIONAL shall bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the contract, the DESIGN TEAM/PROFESSIONAL will be allowed an increase in the contract price, or an extension in the contract time, or both via a change order. The Owner reserves the right to require additional documentation from the DESIGN TEAM/PROFESSIONAL as necessary to determine compliance with the Contract Documents.

Certification

In cases where compliance of materials or equipment to contract requirements is not readily determinable through inspection and tests, the Owner shall request that the DESIGN TEAM/PROFESSIONAL provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications and proofs shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

Inspection at Point of Manufacturing

If inspection and testing of materials or equipment in the vicinity of the work by the Owner is not practical, the specifications may require that such inspection and testing or witnessing of tests take place at the point of manufacture. In this case and in the event the remote inspection and testing is not specified and is requested by the Owner, the required travel, subsistence, and labor expenses shall be paid by the Owner. If the DESIGN TEAM/PROFESSIONAL request the Owner to inspect and test material or equipment at the point of manufacture, then the additional costs to the Owner for travel, subsistence, and labor expenses shall be paid by the DESIGN TEAM/PROFESSIONAL.

44 - Project Meetings

Project meetings will be held on site as often as deemed necessary by the Owner throughout the construction period. Meetings will normally be held monthly. DESIGN TEAM/PROFESSIONAL's representatives shall attend. The purpose of the meetings will be to discuss schedule, progress, coordination, submittals and job-related problems.

45 - Overtime and Shift Work

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the Owner's costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays and weekends, and between the hours of 6:00 p.m. and 7:00 a.m. on weekdays. Costs of overtime inspection will cover Engineer/Architecting, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

46 - Construction Schedule

Scope

This section specifies reports and schedules for planning and monitoring the progress of the work.

The construction schedule shall reflect the Contract Time stated in the Request for Proposal.

Daily Reports

The Contractor shall prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Architect and/or Owner at weekly intervals. The Contractor shall maintain a complete set of reports at the job site, to include, work activities and progress; list of subcontractors at the site; general weather conditions and temperatures; meetings and significant decisions; stoppages, delays, shortages and losses; orders and requests of governing authorities; change orders received, implemented; status of change orders, shop drawings and other factors affecting completion; services connected, disconnected; equipment or system tests and start-up; problems or decisions required. Schedule of Non-Compliant Work shall be updated daily and submitted at monthly intervals.

Description

The DESIGN TEAM/PROFESSIONAL shall provide a graphic construction schedule (bar chart) indicating various subdivisions of the work with a reasonable breakdown for each task to include the days in duration and the dates of commencing and finishing each task to the Owner.

Submittal Procedures

Within fifteen (15) days after Notice of Award of the Bid, the Contractor shall submit to the Engineer/Architect a Job Progress Chart in triplicate indicating graphically the estimated date of starting and the length of time required to complete the various items of work to be done under this contract, together with the amount of money involved in each item. The complete schedule shall include everything required in the execution of the contract and the total figure shall equal the contract

price. The schedule shall show the anticipated payments for each month. Up-to-date schedules shall be submitted each month.

Within fourteen (14) calendar days after receipt of the submittal, the Engineer/Architect shall review the submitted schedule and return two copies with comments to the Contractor. If the Engineer/Architect finds that the submitted schedule does not comply with specified requirements, the corrective revisions will be noted on the submittal copy returned to the Contractor.

Schedule Revisions

Revisions to the accepted construction schedule may be made only with the written approval of the DESIGN TEAM/PROFESSIONAL and Owner. A change affecting the contract value of any activity, the completion time and sequencing shall be made in accordance with applicable provisions of Number 82, Change in Work.

Project Status Update

Project status, review and update shall be provided with each pay request and at least monthly as specified in Number 79, Contract Time.

47 - Quality

Where the contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the DESIGN TEAM/PROFESSIONAL shall perform the work using materials and equipment of the best grade in quality and workmanship obtainable in the market from firms of established good reputations, and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment of work as a whole and in part. The DESIGN TEAM/PROFESSIONAL is ultimately responsible for all work of all employees and sub-contractors and will warrant all work for this project.

48 - Material and Equipment Specified by Name

Although the plans and specifications may make reference to particular manufacturers and model numbers for various products, such reference is made only to establish function and quality of such products. If it is desired to use materials or equipment of trade names or of manufacturer's names which are different from those mentioned in the Contract Documents, applicable for the approval of the use of the specified materials or the specified items of equipment as manufactured by firms other than those named in the Contract Documents must reach the hands of the **Purchasing Manager** by the date established for the questions and answers period for this IFB through the Request for Substitutions document located on the last page this IFB. The burden of proving equivalent of a proposed substitute to an item designated by trade name or by manufacturer's name in the Contract Documents rests on the party submitting the request for approval. The Contractor warrants that if

substitutions are found to have no exceptions, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

49 – Submittal Procedure

General

The DESIGN TEAM/PROFESSIONAL shall submit descriptive information which will enable the Owner to determine whether the DESIGN TEAM/PROFESSIONAL's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications.

DESIGN TEAM/PROFESSIONAL's Responsibilities

The DESIGN TEAM/PROFESSIONAL shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The DESIGN TEAM/PROFESSIONAL shall verify in writing that all features of all products conform to the requirements of the specifications and drawings. Submittal documents shall be clearly edited to indicate only those items, models, or series of material or equipment which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.

The DESIGN TEAM/PROFESSIONAL shall insure that there is no conflict with other submittals and shall notify the Owner in each case where his submittal may affect the work of another DESIGN TEAM/PROFESSIONAL or the Owner. The DESIGN TEAM/PROFESSIONAL shall insure coordination of submittals among the related crafts and Sub-contractors.

Transmittal Procedure

General

Before each submittal, the DESIGN TEAM/PROFESSIONAL shall have determined and verified all field measurements, quantities, dimensions, specified performance criteria, installations requirements, materials, catalog numbers and similar information with respect thereto; all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the work; and all information relative to the DESIGN TEAM/PROFESSIONAL's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers and specification section and paragraph.

Each submittal will bear a stamp or specific written indication that the DESIGN TEAM/PROFESSIONAL's obligations under the Contract Documents with respect to the DESIGN TEAM/PROFESSIONAL's review and approval of that submittal.

Deviation from the Contract

If the DESIGN TEAM/PROFESSIONAL proposes to provide material, equipment, or method of work which deviates from the project manual, the DESIGN TEAM/PROFESSIONAL shall give the Owner specific written notice of such deviations or variations that the submittal may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, the DESIGN TEAM/PROFESSIONAL shall cause a specific notation to be made on each shop drawing and sample submitted to the Owner.

50 - Requests for Substitution

The Owner will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers of substitution shall be made in writing to the **Purchasing Manager** and shall include sufficient data to enable the Owner to assess the acceptability of the material or equipment for the particular application and requirements.

51 - Manufacturer's Directions

Manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified. Manufacturer's installation instructions and procedures shall be provided prior to installation of the manufactured articles, material and equipment.

52 - Product Data

Data, which shall include manufacturer's catalog cuts, standard color charts, wiring diagrams, rough-in diagrams, test results, performance characteristics, certifications, maintenance instructions, installation instructions and other information to establish compliance with the specifications; required by the Owner for inspecting, testing, operating or maintaining parts of the work shall be provided by the Contractor.

Unless otherwise specified, such information shall consist of six (6) copies and shall be provided at the time the referenced material or equipment is delivered to the job site. The data shall include such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists and record drawings. When applicable, information and data to be provided shall be identified by the specified equipment number. Extraneous material on the pages or drawings provided shall be crossed out, and the equipment or material to be supplied shall be clearly marked. Such information is to be provided as part of the work under this contract and its acceptability determined under normal material submittal procedures. The certificate of substantial completion shall not be issued for any portion of the work for which complete product data has not been submitted and approved.

The product data will indicate special utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.

53 - Operation and Maintenance Information

Six (6) complete sets of operation and maintenance information shall be provided for all mechanical and electrical equipment to include the following before final inspection. A draft copy of all information will be submitted fifteen (15) days prior to final inspection. The draft will be reviewed by the Owner and returned with comments, if any. Such operating and maintenance information shall consist of the name and address of the manufacturer, the nearest representative of the nearest supplier of the manufacturer's equipment and parts. The Contractor is to provide submittals to the Owner that are required by governing authorities, including occupancy permit, operating certificates and inspections as follows:

Building inspection, Fire Marshall, plumbing inspection, HVAC inspection, health inspection and electrical inspection.

Part 1: Directory which lists names, addresses and telephone numbers of Contractor, Subcontractors and major equipment suppliers.

Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses and telephone numbers of Subcontractors and supplies. In addition, the following items of information shall be provided where applicable:

Lubrication Information: This shall consist of the manufacturer's recommendations regarding the lubricants to be used and the lubrication schedule to be followed.

Control Diagrams: Diagrams shall show internal and connection wiring.

Start-up Procedures: These instructions consist of the equipment manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.

Operating Procedures: These instructions consist of the equipment manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.

Preventive Maintenance Procedures: These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.

Overhaul Instructions: These instructions consist of the manufacturer's directions for the disassembly, repair and reassembly of the equipment and any safety precautions that must be observed while performing the work.

Parts List: This list consists of the generic title and identification number of each component part of the equipment.

Spare Parts List: This list consists of the manufacturer's recommendations of numbers of parts which should be stored by the Owner and any special storage precautions which may be required. The Contractor shall provide products, spare parts, maintenance and extra materials

in quantities specified in individual specification sections. The Contractor shall deliver to project site and place in location as directed and obtain a receipt prior to final payment.

Additional Data: This consists of extra information needed by the Owner for operation and maintenance as it becomes apparent during instruction.

Make changeover to permanent locks and transmit keys to Owner.

Part 3: Project documents and certificates, including the following: shop drawings and product data; air and water balance reports; certificates and photocopies of warranties and bonds.

Original warranties as required by the Contract Documents and as supplied by the manufacturer.

54 - Record Drawings

Record drawings refer to those documents maintained and annotated by the DESIGN TEAM/PROFESSIONAL during construction and are defined as (1) a neatly and legibly marked set of contract drawings showing the final location and elevations, as appropriate and referenced to the bench marks shown on the plans, for all piping, manholes, equipment, electrical conduits, outlet boxes, cables and electrical wiring diagrams, as required; (2) additional documents such as schedules, lists, drawings, and electrical and instrumentation diagrams included in the specifications; (3) DESIGN TEAM/PROFESSIONAL layout and installation drawings; and (4) general and specific notes and detailed, dimensioned sketches regarding interferences, high water tables, poor soil conditions, relocation of existing utilities or other information pertaining to unusual or unexpected construction techniques, installations or conditions.

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall be subject to periodic review by the Owner. Record documents shall not be used for construction purposes and shall be available for review by the Owner during normal working hours at the job site. Prior to final inspection, all record drawings shall be submitted to the Owner.

All utilities installed under this contract shall be shown on the drawings and located by sequential stations. Record drawings shall commence with the same station as the construction drawings. The following items shall be stationed on all utility record drawings:

piping, valves, fittings, service lateral connection to the main, manholes, points of tie-in, fire hydrants and post hydrants. Also, the centerline of each paved street of which the utility crosses shall be given a station.

Where sanitary sewers or sanitary sewer services have been stubbed out for future use, the invert elevation of the capped or plugged end shall be given to the nearest 0.1 feet.

The drawings shall be marked to show the relative location of utilities to surface improvements. (i.e. show utilities on correct side of curb, trees, other utilities, etc.)

Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Failure to maintain current record drawings shall be cause for delay of request for payment. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

Additions - Red
Deletions - Green
Comments - Blue
Dimensions - Graphite*

*Legibly mark to record actual depths, horizontal and vertical location of underground utilities, cables, and appurtenances referenced to permanent surface improvements.

Record Drawing Disc(s): In addition to the “record drawings” a DXF Disc(s) (Export File from Auto Cad) showing all “record drawings” shall be prepared and submitted.

The professional Engineer/Architect or Licensed Surveyor preparing the disc(s) shall certify to the County that “all information contained on the disk(s) is accurate and correct”.

During progress of this work, the construction crew/DESIGN TEAM/PROFESSIONAL shall furnish and keep on file at all times a complete and separate set of black line prints on which shall be clearly, neatly and accurately noted promptly as work progresses all changes, revisions and addition to the work, and wherever work was installed otherwise than as shown on the contract drawings.

As the work progresses, record on one set of Drawings all changes and deviations from the Contract Drawings. Record also the exact final locations of sewer, water and gas lines by off-set distances to surface improvements, such as buildings or curbs. Upon completion, have these Drawings and records checked by the Architect/Owner and deliver them to the Authority for incorporation in the Tracings.

At completion of work, the construction crew/DESIGN TEAM/PROFESSIONAL shall furnish a second set of black line prints, which he shall mark up with as-built features exactly duplicating the original marked set. The construction crew/DESIGN TEAM/PROFESSIONAL shall then deliver both sets of marked prints to the Architect/Owner.

55 - Protection of the Public and Property

The DESIGN TEAM/PROFESSIONAL shall provide and maintain all necessary watchmen, barricades, lights, fencing, flagmen and warning signs and take all necessary precautions for the protection of the public safety and/or public access as required by law. Such facilities shall be maintained throughout the life of this contract.

56 – Protection of the Owner’s Property

The DESIGN TEAM/PROFESSIONAL shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. The DESIGN TEAM/PROFESSIONAL shall adequately protect adjacent private and public property, as provided by Law and Contract Documents.

Before parking any heavy equipment on property of the Owner, the DESIGN TEAM/PROFESSIONAL must request and receive permission from the Owner.

57 - Maintenance of Traffic and Sequence of Operation

General - The following requirements will apply:

The work shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic.

Two-way traffic must be maintained on all public roads and streets, except that during periods of off-peak use, one-way traffic, properly controlled by flagmen, will be permitted at the discretion of the Engineer/Architect. Each time that there is to be a change in the number of lanes open to traffic, this shall be reviewed by the Engineer/Architect and approved by the Owner.

The Owner may approve detours around construction when one lane traffic open is impossible.

Trenches shall be opened for only the amount of pipe that can be laid in one (1) calendar day. Trenches shall be backfilled and compacted as soon as the pipe is laid, if applicable. Where access to parking lots is to be denied, the DESIGN TEAM/PROFESSIONAL shall advise each property owner one (1) calendar day in advance of the time the parking lot(s) will be inaccessible.

As a minimum, all signage shall be accomplished in accordance with the current revision of the Federal Manual of Uniform Traffic Control Devices latest edition, and Supplements, for design, dimensions, materials, colors, use and placement; state and local laws, rules and regulations apply.

Materials Required

Portable Advance Warning Sign - These signs shall conform to the requirements of Manual on Uniform Traffic Control Devices latest edition, and the Supplements, for design, dimensions, materials, colors use and placement.

Fluorescent orange traffic cones, 24" high.

Placement and Erection

The advance warning signs shall be placed ahead of construction in accordance with the Construction Section of Manual on Uniform Traffic Control Devices, current edition.

Traffic cones shall delineate the full length of the lane closure, including transitions, if applicable.

In order to provide the greatest possible convenience to the public, the DESIGN TEAM/PROFESSIONAL shall remove all lane closure markings and devices immediately when closure work is completed or temporarily suspended for any length of time, if applicable.

Safety

The DESIGN TEAM/PROFESSIONAL performing the work shall be responsible for the erection and maintenance of all traffic control devices during construction.

At the end of work each day, the DESIGN TEAM/PROFESSIONAL shall remove all equipment, tools, and any other hazards in the traveled portion of the roadway.

Enforcement

In the event that compliance with these measures is not achieved, the Owner may shut-down all operations being performed. The Owner shall also withhold any payments due, until the above requirements have been met. At any time during the course of the work, the Owner may at their discretion and by whatever means necessary, correct any situation that they may deem hazardous to the health and welfare of the public. Work, performed by the Owner or by any entity enlisted by the Owner, to correct situations of public hazard shall be deducted from monies due the DESIGN TEAM/PROFESSIONAL.

Compensation

There will be no separate pay item for maintenance of traffic or for coordination of the Sequence of Operations.

58 - Lot Corners

Not applicable for this RFP Contract.

59 – Existing Utilities

All known utility facilities are shown schematically on the plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the DESIGN TEAM/PROFESSIONAL of his responsibility under this requirement. The DESIGN TEAM/PROFESSIONAL shall be responsible for the cost of repairs to any damaged underground facilities; even when such facilities are not shown on the plans. The DESIGN TEAM/PROFESSIONAL shall contact all utility companies prior to beginning work and request an accurate location of their respective utilities. "Existing Utility Facilities" shall mean any utility that exists on the project in its original, relocated or newly installed position.

In accordance with Ga. Code Title 25, Section 9, "Georgia Utility Facility Protection Act" (as amended) the DESIGN TEAM/PROFESSIONAL shall call, by law, the Utility Location and

Coordination Council in Atlanta at 1-800-282-7411 and shall request that all owners of utilities, including gas companies, electric companies, telephone companies, cable television companies and governmental units, prior to starting any excavation of the project locate and mark their respective facilities.

All DESIGN TEAM/PROFESSIONALS' operations shall be conducted as to interfere as little as possible with utility service. Any proposed interruption by the DESIGN TEAM/PROFESSIONAL must be approved in advance by the respective utility's owner. The existence and location of underground utilities will be investigated and verified in the field by the DESIGN TEAM/PROFESSIONAL before starting work. The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete or accurate.

Water lines and gas lines and appurtenances and sewer lines uncovered by the DESIGN TEAM/PROFESSIONAL shall be protected and kept in service by the DESIGN TEAM/PROFESSIONAL and the DESIGN TEAM/PROFESSIONAL shall notify the respective utility's owner that the line has been or will be uncovered. The DESIGN TEAM/PROFESSIONAL shall use adequate braces and slings or other appropriate methods to keep the lines in service, and any repairs made necessary by his operation shall be made at the DESIGN TEAM/PROFESSIONAL's expense. Extreme caution shall be exercised when equipment is being moved or work is being performed under and around existing utility facilities, especially gas.

The DESIGN TEAM/PROFESSIONAL shall familiarize himself with and comply with the provisions of O.C.G.A. Section 25-9-1 et. seq. If any public or private utility lines, pipes, facilities, or structures are damaged or broken by the operations of the DESIGN TEAM/PROFESSIONAL as a result of being disturbed, exposed or unsupported, the DESIGN TEAM/PROFESSIONAL shall be responsible for the complete and prompt restoration of the same and shall indemnify and hold the Owner, its officers, employees and agents harmless from any claims or causes or action for damage and for any liability which may arise therefrom.

The DESIGN TEAM/PROFESSIONAL is responsible for coordinating with the respective utility's owner any relocation, adjustment, holding or replacement of utility facilities.

Power poles, telephone poles, gas lines, and other utility facilities to be relocated shall be moved by the responsible utility owner. The relocation, holding or replacement of any existing facilities shall be considered consequential to the work and any cost associated therewith shall be borne by the Contract and no expense shall accrue to the Owner.

The DESIGN TEAM/PROFESSIONAL shall not disconnect, cut, cut into, or otherwise interrupt any existing utility service, electrical, water, gas, sewerage or any other work, pipe or conduit which connects to or serves the existing building installations or facilities from either maned or on-site sources except as follows:

The DESIGN TEAM/PROFESSIONAL shall notify the Owner and the local utility company in writing three (3) calendar days in advance of the necessity of interruption of any utility service as defined hereinbefore. The notice shall state the date, the time of day and the estimated duration of the proposed interruption.

The DESIGN TEAM/PROFESSIONAL will notify the Owner of approval or disapproval of the proposed interruption and the restrictive conditions connected therewith. The DESIGN TEAM/PROFESSIONAL is solely responsible to coordinate with and notify the Local Utility Company. The DESIGN TEAM/PROFESSIONAL shall not cause any interruption without the approval of the Owner or Utility.

60 - Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex or national origin. This provision shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or their forms of compensation, and selection for training, including apprenticeship.

61 - Material Delivery, Handling, and Storage

The DESIGN TEAM/PROFESSIONAL shall schedule and sequence the delivery of material and equipment such that installation can be accomplished in a timely manner. The DESIGN TEAM/PROFESSIONAL shall thoroughly examine all material and equipment upon delivery and shall not accept delivery of defective or damaged material or equipment.

Nylon slings and chokers shall be used for lifting all material and equipment. Chains, cables, wire rope, or other such items that may cause change to factory applied coatings shall not be used for handling of material or equipment.

Material and equipment shall be stored as compactly and neatly as practicable at points convenient for the DESIGN TEAM/PROFESSIONAL and which do not damage the work or interfere with or are otherwise hazardous to traffic. Material and equipment shall be stored so as to facilitate inspection and to insure preservation of their quality and fitness for use. All material and equipment shall be stored on wooden skids or platforms such as not to be in direct contact with the ground.

All mechanical and electrical equipment shall be stored and covered in a manner such as to completely be protected from dust and moisture. Prior to the delivery of any materials or equipment the DESIGN TEAM/PROFESSIONAL shall submit, for the Owner's review, a plan showing all designated storage and assembly areas. Should the DESIGN TEAM/PROFESSIONAL choose to store material or equipment or use for assembly property which is not owned by the Owner or the DESIGN TEAM/PROFESSIONAL, a letter of permission signed by the legal owner of the property shall be obtained by the DESIGN TEAM/PROFESSIONAL and submitted to the Owner a minimum of 24

hours prior to delivery. All material and equipment stored at any facility other than the site shall be tagged with the Owners name and the project number.

62 - Maintenance During Construction

The DESIGN TEAM/PROFESSIONAL shall maintain the work from the beginning of construction operations until final acceptance of the Project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the roadway or structures 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 by the State of Georgia, where applicable.

Upon completion of the work, the DESIGN TEAM/PROFESSIONAL shall remove all construction signs and barricades before final acceptance of the project.

63 - Emergencies

In an emergency affecting the safety of life or of the work or of adjoining property, the DESIGN TEAM/PROFESSIONAL is, without special instructions or authorization from the Owner, hereby permitted to act at his discretion to prevent such threatening loss, damage or injury. He shall also act, without appeal, if so authorized or instructed by the Owner. The DESIGN TEAM/PROFESSIONAL shall supply the Engineer/Architect and the Owner with two (2) emergency phone numbers for contact 24 hours per day in the event of an emergency. After attempting contact with the DESIGN TEAM/PROFESSIONAL via the emergency phone numbers, the DESIGN TEAM/PROFESSIONAL cannot be reached or should he fail to respond, the Owner may remedy the situation by whatever means as may be necessary and deduct the cost for same from any monies due the DESIGN TEAM/PROFESSIONAL.

64 - Compensation

Any compensation claimed by the DESIGN TEAM/PROFESSIONAL due to emergency work shall be subject to reviewed approved by the Owner if payment is to be made by the Owner.

65 - Safety and Health Regulations

The DESIGN TEAM/PROFESSIONAL shall comply with the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The DESIGN TEAM/PROFESSIONAL also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards.

66 - Accidents

The DESIGN TEAM/PROFESSIONAL shall provide at the site such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The DESIGN TEAM/PROFESSIONAL shall report in writing to the Owner all

accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damages, giving full details and statement of witnesses. In addition, if death or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the DESIGN TEAM/PROFESSIONAL and any sub-contractor an account of any accident, the DESIGN TEAM/PROFESSIONAL shall promptly report the facts to the Owner, giving full details in writing of the claim.

The DESIGN TEAM/PROFESSIONAL shall provide his Superintendent and Foreman who are on the site of the work, the name of hospital and phone number and the name and phone number of the doctor he proposes to use in case of accident.

67 - Load Limits

The DESIGN TEAM/PROFESSIONAL shall be governed by the local load limit requirements of the Georgia Standard Specifications on State, County or City maintained roadways. The DESIGN TEAM/PROFESSIONAL shall be responsible for his damage to existing streets and roads.

68 – Sanitary Provisions

The DESIGN TEAM/PROFESSIONAL shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the Federal Occupational Safety and Health Administration. All facilities shall be removed at the completion of the Contract.

69 - Construction Buildings

Should the DESIGN TEAM/PROFESSIONAL desire, he may erect structures for housing tools, machinery and supplies; structures will be permitted only at places approved by the Owner. Their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, and the site shall be restored to its original condition at the expense of the DESIGN TEAM/PROFESSIONAL. Structures will not be permitted for the housing of men.

70 - Cleaning Up

The DESIGN TEAM/PROFESSIONAL shall, as directed by the Owner, remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. Clean-up shall be concurrent with the work. Where complete restoration is not reasonable until testing or inspection is complete, the DESIGN TEAM/PROFESSIONAL shall, at minimum, remove all debris and trash and perform grading such that the area is left neat and without depressions that may hold water. The sufficiency of temporary clean-up shall be at the discretion of the Engineer/Architect and the Owner.

71 - Electrical Energy

The DESIGN TEAM/PROFESSIONAL shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the proper completion

of this contract during its entire progress. The DESIGN TEAM/PROFESSIONAL shall provide all temporary wiring, switches, connections and meters.

There shall be sufficient artificial light, by means of electricity, so that all work may be done in a workmanlike manner when there is not sufficient daylight.

The DESIGN TEAM/PROFESSIONAL shall remove all temporary electrical service and appurtenances prior to final acceptance by the Owner. Where permanent electrical service is required, the DESIGN TEAM/PROFESSIONAL shall request, in writing, an inspection of the electrical components of the work. Such request for inspection shall be given a minimum of 48 hours in advance. At such time as the electrical components of the work have been inspected and approved, the DESIGN TEAM/PROFESSIONAL shall request from the Owner, in writing, an electrical service. Such request for electrical service shall be given a minimum of ten (10) days in advance.

72 - Water Supply

The DESIGN TEAM/PROFESSIONAL shall provide all water required to successfully perform the work. All water provided by the DESIGN TEAM/PROFESSIONAL which is not potable shall be clearly marked as such.

All water from fire hydrants, post hydrants, or otherwise from the existing distribution system under local control, shall be metered with a meter supplied by any local public body or authority responsible for the system and shall be obtained only with written authorization of the Owner. The DESIGN TEAM/PROFESSIONAL shall remove all temporary water service and appurtenances prior to final acceptance by the Owner.

73 - Environmental Impact

The DESIGN TEAM/PROFESSIONAL shall conduct his operations so as to minimize, to the greatest extent possible, adverse environmental impact.

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. In addition, operation of equipment and machinery shall be limited to daylight hours, with no Saturday or Sunday work, except with the permission of the Owner, based on critical need for the operation. The work shall be arranged, scheduled and organized in such a manner and method so as to cause the minimum of interference with the conduct of the adjacent City and County operation. No loud radios, use of drugs, or profanity on project sites. Workman shall be restricted from all buildings other than those in which work is being done. No unmuffled internal combustion engines, pneumatic devices nor pressure relief valves will be permitted.

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. Dust causing operations shall be controlled by sprinkling or aspiration.

Burning or refuse or rubbish on or near the site will not be permitted.

Traffic

Trucks carrying spoil, fill, concrete or other materials 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.

Siltation and Erosion

The DESIGN TEAM/PROFESSIONAL shall perform his work to minimize siltation and erosion during construction. All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material leaves the construction site. Measures shall be taken promptly to eliminate siltation and erosion, including the installation of dams, detention basins, silt fencing, and other retaining devices. The DESIGN TEAM/PROFESSIONAL shall conduct operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

Use of Chemicals

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

74 - Progress Payments

The parties hereto expressly agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 et. seq., shall not apply to this Contract and is superseded by the terms and conditions of the Contract.

Unless otherwise agreed upon in writing between the Owner and the DESIGN TEAM/PROFESSIONAL, the payments for the Scope of Work within this RFP document shall be as follows:

Draw 1 – Planning and Design Phase – Plans, drawings, specifications, cost schedule, and all other work as listed in the Scope of Work for this phase – 15%

Draw 2 – Foundation – Permits, demolition, excavation, footings and foundation – 10%

Draw 3 – Rough Framing – Wall and roof framed and sheathed; subflooring, interior partitions – 10%

Draw 4 – Dry In – Metal roofing, wood siding, windows, roll-up windows and exterior doors – 10%
Draw 5 – Rough In – Rough HVAC, electrical, plumbing, set showers, insulation, flatwork – 15%
Draw 6 – Trim Out – Drywall, interior doors, cabinets, countertops, interior trim, finish flooring – 12%
Draw 7 – Substantial Completion – Exterior trim, gutters, water and sewer hookups, finish plumbing and electric, outer doors, outdoor speakers, awning, cubbies, and all other required work to complete the Scope of Work – 18% - the Owner shall retain 10% of the gross value of the completed work until such time as the Owner has completed the Punch List and accepts the completed project.
Draw 8 - Final Payment – Retention - 10%

The DESIGN TEAM/PROFESSIONAL shall also submit with each Request for Periodic Payment a progress report on a form approved by the Owner at or before the pre-construction conference. Failure to submit a progress report shall be grounds for the Owner to withhold payment. To expedite the approval of requests for partial payment, the DESIGN TEAM/PROFESSIONAL shall submit with his request the following information:

A copy of the Progress Schedule marked to indicate the work actually accomplished.

An itemized list of materials stored for which payment is being claimed. This list shall be accompanied by the suppliers' invoices indicating the materials costs. Payment for materials stored shall be subject to the same retainage provisions as for work completed.

An outline of time lost because of an event giving rise to a request for an extension of contract time.

The Owner has a right to hold a payment to a DESIGN TEAM/PROFESSIONAL who has not included an updated progress report with his pay request.

Retention of contractual payments and the creation of escrow accounts for contracts for the installation, improvement, maintenance or repair of water or sewer facilities shall be in accordance with the Georgia Retainage Law, Section 13-10-20, Article 2, as found in O.C.G.A.

Before final payment is due, the DESIGN TEAM/PROFESSIONAL shall submit evidence satisfactory to the that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the DESIGN TEAM/PROFESSIONAL may submit in lieu of evidence of payment an additional Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated. This evidence will be the Affidavit of Payment, attached to this RFP.

Special Payment Provision: For DESIGN TEAM/PROFESSIONAL where payment bonds have been waived, all Requests for Periodic payment forms submitted by the DESIGN TEAM/PROFESSIONAL

shall be accompanied by payment affidavits from each Sub-contractor/supplier for the services/materials claimed before payment will be released by the owner. Application for final payment shall also be accompanied by a lien waiver from each (sub) DESIGN TEAM/PROFESSIONAL/supplier who furnished labor or materials for the job.

Under this paragraph, failure to supply said documentation, any additional requested information, partial releases, waiver of liens, and evidence of payment of all current accounts will be considered grounds for withholding partial payments, and failure to supply a release and unconditional lien waivers for said Surety Bond for the entire job, on completion, will be grounds for withholding final payment.

75 - Measurement and Payment

Measurement and payment shall be made for the units or lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items of work specifically listed in the proposal and the cost of other work must be included in the contract price for the applicable item to which it relates.

Within ten (10) days of issuance of the Notice of Award, on lump sum contracts, the DESIGN TEAM/PROFESSIONAL shall provide, for review and approval, a schedule of values for the various subdivisions of the work.

76 - Use of Completed Portions

The Owner may, at any time during progress of the work, after written notice to the DESIGN TEAM/PROFESSIONAL, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired. In such case, the Engineer/Architect with the Owner's occurrence may issue documents of Substantial Completion for such portions of the work; but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, nor of any uncompleted portions, nor of any work not completed in accordance with the Contract Documents.

77 – Payments Withheld Prior to Final Acceptance

During the execution of the work certain portions of the work may be directly or indirectly placed in service. However, "beneficial use" shall not be claimed by the DESIGN TEAM/PROFESSIONAL as a means to force acceptance or completion. It shall be the responsibility of the DESIGN TEAM/PROFESSIONAL to request, in writing to the Owner, an inspection to determine acceptance on all or any portion of the work.

It shall be the responsibility of the DESIGN TEAM/PROFESSIONAL to consider the amount of time any particular portion of this job may be used prior to Final Acceptance and bid the job accordingly.

78 - Payments Withheld Prior to Final Acceptance

The Owner may withhold or, an account of subsequently discovered evidence, nullify the whole or part of any certificate of payments to such extent as may be necessary to protect himself from loss on account of:

Defective work not remedied.

Claims filed or reasonable evidence indicating proposed public filing of claims by other parties against the DESIGN TEAM/PROFESSIONAL.

Failure of the DESIGN TEAM/PROFESSIONAL to make payments properly to Sub-DESIGN TEAM/PROFESSIONALS or for material or labor.

Damage to another Contactor.

When the above grounds are removed or the DESIGN TEAM/PROFESSIONAL provides a Surety Bond, satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

Nothing in this paragraph shall negate, abridge or alter other grounds for withholding or delaying payment to the DESIGN TEAM/PROFESSIONAL as stated in the contract.

79 - Contract Time

General

Time shall be of the essence of the contract. The DESIGN TEAM/PROFESSIONAL shall promptly start the work after the date of the notice to proceed and shall prosecute the work so that portions of the project shall be complete within the times specified in Section 46. During periods when weather or other conditions are unfavorable for construction, the DESIGN TEAM/PROFESSIONAL shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work, where acceptable quality or efficiency will be affected by unfavorable conditions, shall be constructed while those conditions exist. It is expressly understood and agreed by and between the DESIGN TEAM/PROFESSIONAL and the Owner that the contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

Construction Schedule

The DESIGN TEAM/PROFESSIONAL shall provide a construction schedule and reports as specified in Section 46 for scheduling and coordinating the work within the contract time. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence. Failure of the DESIGN TEAM/PROFESSIONAL to comply with these

requirements for submittal of the construction schedule and reports shall be cause for delay in review of progress payments by the Owner.

Construction Progress

The DESIGN TEAM/PROFESSIONAL shall furnish such manpower, materials, facilities and equipment as may be necessary to insure the prosecution and completion of the work in accordance with the accepted schedule. If work falls fourteen (14) days or more behind the accepted construction schedule, the DESIGN TEAM/PROFESSIONAL agrees that he will take some or all of the following actions to return the project to the accepted schedule. These actions may include the following:

Increase manpower in quantities and crafts.

Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing.

Reschedule activities.

If requested by the Owner, the DESIGN TEAM/PROFESSIONAL shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and insure completion of the work within the contract time. Upon receipt of an acceptable proposed schedule, the revision to the construction schedule shall be made in accordance with Paragraph 22. All actions to return the project to the acceptable schedule are at the DESIGN TEAM/PROFESSIONAL's expense.

The DESIGN TEAM/PROFESSIONAL shall pay all costs incurred by the Owner which result from the DESIGN TEAM/PROFESSIONAL's action to return the project to its accepted schedule. The DESIGN TEAM/PROFESSIONAL agrees that the Owner shall deduct such charges from payments due the DESIGN TEAM/PROFESSIONAL. It is further understood and agreed that none of the services performed by the Engineer/Architect in monitoring, reviewing and reporting project status and progress shall relieve the DESIGN TEAM/PROFESSIONAL of responsibility for planning and managing construction work in conformance with the construction schedule.

Delays

When the DESIGN TEAM/PROFESSIONAL foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay which the DESIGN TEAM/PROFESSIONAL regards as unavoidable, he shall notify the Owner in writing of the probability of the occurrence of such a delay, the extent of the delay and its possible cause. The DESIGN TEAM/PROFESSIONAL shall take immediate steps to prevent, if possible the occurrence or continuance of the delay.

If this cannot be done, the Owner shall determine how long the delay shall continue and to what extent the prosecution and complete of the work are being delayed thereby. He shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the DESIGN

TEAM/PROFESSIONAL of his determination. The DESIGN TEAM/PROFESSIONAL agrees that no claim shall be made for delays which are not called to the attention of the Owner at the time of their occurrence.

Avoidable delays in the prosecution of the work shall include delays which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the DESIGN TEAM/PROFESSIONAL or his Sub-contractors. Avoidable delays include:

Delays which may in themselves be unavoidable but which affect only a portion of the work and do not necessarily prevent or delay the prosecution of neither other parts of the work nor the completion of the whole work within the contract time.

Time associated with the reasonable interference of other DESIGN TEAM/PROFESSIONALS employed by the Owner which do not necessarily prevent the completion of the whole work within the contract time.

Unavoidable delays in the prosecution or completion of the work shall include delays which result from causes beyond the control of the DESIGN TEAM/PROFESSIONAL and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the DESIGN TEAM/PROFESSIONAL or his Sub-contractors.

Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes and freight embargoes shall be considered as unavoidable delays insofar as they prevent the DESIGN TEAM/PROFESSIONAL from proceeding with at least 75 percent of the normal labor and equipment force for at least 5 hours per day toward completion current controlling items on the accepted construction schedule.

Should abnormal conditions prevent the work from beginning at the usual starting time, or prevent the DESIGN TEAM/PROFESSIONAL from proceeding with 75 percent of the normal labor and equipment force for a period of at least 5 hours per day, and the crew is dismissed as a result thereof, he will not be charged for the working day whether or not conditions change so that the major portion of the day could be considered suitable for work on the controlling item.

Extension of Time

In case the work is not completed in the time specified, including extensions of time as may have been granted for unavoidable delays, the DESIGN TEAM/PROFESSIONAL will be assessed liquidated damages, as specified in Section 86 below.

The Owner may grant an extension of time for avoidable delay if he deems it in his best interest. If the Owner grants an extension of time for avoidable delay, the DESIGN TEAM/PROFESSIONAL agrees to pay the liquidated damages.

Unavoidable Delays: For delays which the DESIGN TEAM/PROFESSIONAL considers to be unavoidable, he shall submit to the Engineer/Architect complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within thirty (30) calendar days of the occurrence which is claimed to be responsible for the unavoidable day.

The Owner shall review the DESIGN TEAM/PROFESSIONAL's submission and determine the number of days unavoidable and the effect of such unavoidable delay on controlling operations of the work.

If the Owner agrees to grant an extension of time to the extent that unavoidable delays affect controlling operations in the construction schedule, during such extension of time, neither extra compensation or Engineer/Architecting inspection and administration nor damages for delay will be charged by the DESIGN TEAM/PROFESSIONAL to the Owner.

It is understood and agreed by the DESIGN TEAM/PROFESSIONAL and Owner that time extensions due to unavoidable delays will be granted only if such unavoidable delay involve controlling operations which would prevent completion of the whole work within the specified contract time. It is understood and agreed by the DESIGN TEAM/PROFESSIONAL and Owner that during such extension of time, no extra compensation shall be paid to the DESIGN TEAM/PROFESSIONAL.

Damage for Delays: For the period of time that any portion of the work remains unfinished after the time fixed for completion in the Contract Documents, as modified by extensions of time granted by the Owner, it is understood and agreed by the DESIGN TEAM/PROFESSIONAL and the Owner that the DESIGN TEAM/PROFESSIONAL shall pay the Owner the liquidated damages, specified in Section 86 below.

81 - Differing Site Conditions

The DESIGN TEAM/PROFESSIONAL shall promptly, and before such conditions are disturbed, notify the Owner in writing of (1) subsurface or latent physical conditions differing materially from those indicated in the contract or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

82 - Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the work. The DESIGN TEAM/PROFESSIONAL shall proceed with the work, as changed and the value of any such extra work or change shall be determined as provided in the Agreement, and the contract sum adjusted accordingly. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. Except in an emergency endangering life and property, no extra work

or change shall be made unless in pursuance of a written order approved by the Owner, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

83 - Force Account and Extra Work

Not Applicable for this RFP Contract

84 - Claims for Extra Cost

Not Applicable for this RFP Contract

85 - Correction of Work Before Final Payment

The DESIGN TEAM/PROFESSIONAL shall promptly remove from the premises all material condemned by the Owner, or as determined by the Owner as failing to meet Contract requirements, whether incorporated in the work or not, and the DESIGN TEAM/PROFESSIONAL shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making all work of other DESIGN TEAM/PROFESSIONALS destroyed or damaged by such removal or replacement.

If the DESIGN TEAM/PROFESSIONAL does not remove such condemned work and materials as promptly as possible, after written notice, the Owner may remove them and store the material at the expense of the DESIGN TEAM/PROFESSIONAL.

86 - Liquidated Damages

The Owner will suffer financial loss if the work is not complete on the date set forth in the Contract Documents, including extension granted thereto. Failure to complete the work within the number of days stipulated in the Contract shall entitle the Owner to retain from compensation otherwise due to be paid to the DESIGN TEAM/PROFESSIONAL, or for the Owner to be paid directly by the DESIGN TEAM/PROFESSIONAL the sum of **One Hundred Dollars (\$100)** as fixed and agreed to as liquidated damages for each calendar day of delay until the work is complete. The DESIGN TEAM/PROFESSIONAL, and his Surety, shall be liable for and shall pay to the Owner any sum due and owing to the Owner as liquidated damages.

It is agreed by and between the parties hereto that the aforesaid sum has been established, not as a penalty but as liquidated damages and that it is reasonable and acceptable, as the County provides services necessary for the health and welfare of the public and due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained in such an event.

87 - Suspension or Abandonment of Work

Suspension of Work

The Owner may at any time, for any reason, suspend the work, or any part thereof by giving three (3) days written notice to the DESIGN TEAM/PROFESSIONAL. The work shall be resumed by the DESIGN TEAM/PROFESSIONAL within ten (10) days after the date fixed in the written notice from the Owner to the DESIGN TEAM/PROFESSIONAL.

If the project is suspended by the Owner during any given phase for more than 60 consecutive days, the DESIGN TEAM/PROFESSIONAL shall be compensated for services performed prior to notice of such suspension. When the project is resumed, the DESIGN TEAM/PROFESSIONAL's compensation shall be equitably adjusted to provide for actual expenses incurred in the interruption and resumption of the DESIGN TEAM/PROFESSIONAL's services, excluding overhead and profit.

Said expenses must be documented and submitted to the Owner for review and upon approval by the Owner for reasonable expenses will be reimbursed to the DESIGN TEAM/PROFESSIONAL. The DESIGN TEAM/PROFESSIONAL shall mitigate any expenses incurred during the suspension period.

Nothing in this Subparagraph, above, shall prevent the Owner from immediate suspension of the DESIGN TEAM/PROFESSIONAL's work when the health or welfare of the public is at risk in the opinion of the Owner.

Abandonment of Work

This Contract may be terminated by the Owner upon seven (7) days written notice to the DESIGN TEAM/PROFESSIONAL in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the DESIGN TEAM/PROFESSIONAL may terminate this Contract upon not less than seven (7) days written notice to the Owner.

88 - Termination of Contract

Termination for Convenience of Owner

The Owner may, at will, upon written notice to the DESIGN TEAM/PROFESSIONAL, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner.

The DESIGN TEAM/PROFESSIONAL in calculating his termination application for payment, shall develop his outstanding costs in accordance with Section 83, including those materials in transit and non-cancellable with the appropriate percentage markups; Sub-contractors shall follow same procedures. All costs must be substantiated by adequate back-up documentation. The termination will not affect any rights or remedies of the Owner against the DESIGN TEAM/PROFESSIONAL then existing or which may thereafter accrue. Any retention or payment of moneys due to the DESIGN TEAM/PROFESSIONAL by the Owner will not release the DESIGN TEAM/PROFESSIONAL from liability.

Default Termination

The Owner may, if in the Owner's sole judgment and upon written notice to the DESIGN TEAM/PROFESSIONAL, terminate (without prejudice to any right or remedy of Owner) the whole or any portion of the Work required by the Contract Documents in any one of the following circumstances:

If the DESIGN TEAM/PROFESSIONAL refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the Substantial Completion of the Work within the Contract time:

The DESIGN TEAM/PROFESSIONAL is in material default in carrying out any provisions of this Contract for a cause within its control;

If the DESIGN TEAM/PROFESSIONAL files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;

If a trustee, receiver or liquidator, is appointed for the DESIGN TEAM/PROFESSIONAL or for all or any substantial part of the property of the DESIGN TEAM/PROFESSIONAL; or if the DESIGN TEAM/PROFESSIONAL makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due;

If the DESIGN TEAM/PROFESSIONAL has filed against it a petition in bankruptcy under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the DESIGN TEAM/PROFESSIONAL is adjudged a bankrupt;

If the DESIGN TEAM/PROFESSIONAL is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;

If the DESIGN TEAM/PROFESSIONAL fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment;

If the DESIGN TEAM/PROFESSIONAL fails to make prompt payment to Sub-contractors for materials or labor, unless DESIGN TEAM/PROFESSIONAL otherwise provides Owner satisfactory evidence that payment is not legally due;

If the DESIGN TEAM/PROFESSIONAL persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction;

If the DESIGN TEAM/PROFESSIONAL substantially violates any provision of the Contract Documents;

or

If, after the DESIGN TEAM/PROFESSIONAL has been terminated for default pursuant to paragraph two (2), it is determined that none of the circumstances set forth paragraph two (2) exist, then such termination shall be considered a termination of convenience pursuant to paragraph one (1). If the Owner terminates this agreement for any of reasons enumerated in paragraph two (2), then the Owner may take possession of the site and of all documents, materials, equipment, tools, construction equipment and machinery thereon owned by the DESIGN TEAM/PROFESSIONAL and may finish the work by whatever method the Owner may deem expedient. In such case, the DESIGN TEAM/PROFESSIONAL shall not be entitled to receive any further payment until the work is finished.

Allowable Termination Costs

If the Owner terminates the whole or any portion of the Work pursuant to Paragraph "A" then the Owner shall only be liable to DESIGN TEAM/PROFESSIONAL for those costs reimbursable to DESIGN TEAM/PROFESSIONAL in accordance with Paragraph "D", plus the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Paragraph "D", which are properly chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Sub-contractors or proposers prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under Subparagraph "B.1", above, and the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract, together with reasonable storage, transportation and other costs incurred in connection with the protection of disposition of property allocable to this contract.

Provided, however, that if there is evidence that the DESIGN TEAM/PROFESSIONAL would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

The total sum to be paid to the DESIGN TEAM/PROFESSIONAL under this Paragraph "C" shall not exceed the Contract sum as reduced by the amount of payments otherwise paid, by the Contract price of Work not terminated and as otherwise permitted by this Contract.

Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the DESIGN TEAM/PROFESSIONAL, as provided in this paragraph, the fair value as reviewed by the Engineer/Architect, determined by the Owner, of property which is destroyed lost, stolen or damaged so as to become undeliverable to the Owner.

General Termination Provisions

After receipt of a Notice of Termination from the Owner, pursuant to paragraph one (1) or two (2), and except as otherwise directed by the Owner, the DESIGN TEAM/PROFESSIONAL shall:

Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;

Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the right, title and interest of the DESIGN TEAM/PROFESSIONAL under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification shall be final for all the purposes of this clause;

Transfer title and deliver to the entity or entities designed by the Owner, in the manner, at the times and to the extent, if any, directed by the Owner, and to the extent specifically produced or specifically acquired by the DESIGN TEAM/PROFESSIONAL for the performance of such portion of the work as had been terminated;

The fabricated or un-fabricated parts, work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed work, supplies and or other material produced as part of, or acquired connection with, the performance of the work terminated by the Notice of Termination, and the completed or partially completed plans, drawings, information and other property related to the work;

Use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, and property of the types referred to in paragraph four (4);

Shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner;

And provided further that the Proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the DESIGN TEAM/PROFESSIONAL under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Owner may direct;

Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and

Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the DESIGN TEAM/PROFESSIONAL and in which the Owner has or may acquire an interest.

The DESIGN TEAM/PROFESSIONAL shall, from the effective Date of Termination until the expiration of three years after Final Settlement under this contract, preserve and make available to the Owner, at all reasonable times at the office of the DESIGN TEAM/PROFESSIONAL, but without direct charge to the Owner, all its books, records, documents, and other evidence bearing on the costs and expenses of the DESIGN TEAM/PROFESSIONAL under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Engineer/Architect, photographs, microphotographs or other authentic reproductions thereof. In arriving at any amount due the DESIGN TEAM/PROFESSIONAL pursuant to paragraph three (3) there shall be deducted:

All unliquidated advance or other payments on account theretofore made to the DESIGN TEAM/PROFESSIONAL applicable to the terminated portion of this Contract;

Any claim which the Owner may have against the DESIGN TEAM/PROFESSIONAL;

Such claim as the Owner may advise and the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the DESIGN TEAM/PROFESSIONAL or sold, pursuant to the provisions of paragraph four (4); and not otherwise recovered by or credited to the Owner.

DESIGN TEAM/PROFESSIONAL shall refund to the Owner any amounts paid by the Owner to the DESIGN TEAM/PROFESSIONAL in excess of costs reimbursable under paragraph three (3).

The Owner, at its option and DESIGN TEAM/PROFESSIONAL's expense, may have costs reimbursable under paragraph three (3) audited and certified by an independent certified public accountant selected by the Owner.

89 - DESIGN TEAM/PROFESSIONAL's Right to Stop Work or Terminate Contract

If the work should be stopped under an order of any court for a period of three (3) months, through no fault of the DESIGN TEAM/PROFESSIONAL or of anyone employed by him, then the DESIGN TEAM/PROFESSIONAL may, upon seven (7) days written notice to the Owner, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials excluding overhead, profit and damages.

90 – Disputes Resolution

All claims, disputes and other matters in question between the DESIGN TEAM/PROFESSIONAL and the Owner arising out of, or relating to, this contract or the breach therefore, shall be tried before a jury trial, unless otherwise stipulated between the parties. Any legal proceeding arising out of, or

relating to, this agreement shall include, by consolidation, joiner or joint filing, any additional person or entity to the final resolution of the matter in controversy.

The DESIGN TEAM/PROFESSIONAL hereby further agrees that, should any Sub-contractor or supplier to the DESIGN TEAM/PROFESSIONAL file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the DESIGN TEAM/PROFESSIONAL, then the DESIGN TEAM/PROFESSIONAL shall indemnify and hold harmless the Owner, its employees, agents, and representatives, its employees, agents, and representatives from any and all costs incurred to include legal costs and attorney's fees and payment of any judgment against the Owner.

Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the DESIGN TEAM/PROFESSIONAL agrees to pay the Owner all reasonable costs, charges, expenses and attorneys' fees expended or incurred therein.

Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration.

The DESIGN TEAM/PROFESSIONAL irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the Contract shall be brought in any court in Dawson County, Georgia. DESIGN TEAM/PROFESSIONAL designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. DESIGN TEAM/PROFESSIONAL, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Dawson County, and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

91 - Removal of Equipment

In the case of termination of this Contract before completion for any cause whatever the DESIGN TEAM/PROFESSIONAL, if notified to do so by the Owner, shall promptly remove any part or all of his equipment from the property of the Owner, failing which the Owner shall have the right to remove such equipment at the expense of the DESIGN TEAM/PROFESSIONAL.

92 - Laws of Georgia

This Contract shall be governed by the Laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule

of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

93 – Quantity Variance Reserve

This line item shall be strictly reserved for work as required by the Owner under Section 82 above and Section 83 above without the adjustment of the contract sum, and shall not otherwise be interpreted for any other use and shall not contain any of the DESIGN TEAM/PROFESSIONAL's work, or cost, known or unknown, at the time of bidding.

Prior to final acceptance of the work, a summary change order shall be developed and the contract sum shall be reduced by the total amount of the quantity variance reserve not used by the Owner.

94 - Discrepancy Between General Conditions and Technical Specifications

Should there be a discrepancy between the General Conditions and Technical Specifications, the Technical Specifications shall govern.

95 – Ownership of Salvaged Material and Equipment

Dawson County shall have the right to retain ownership of any salvaged material or equipment. The DESIGN TEAM/PROFESSIONAL shall notify the owner prior to the disposal of any salvageable material.

96 – Not a Joint Venture

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived here from. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the County. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

-End of This Section-



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
VENDOR'S CHECKLIST**

Company Name: _____

Please indicate you have completed the following documentation; and submit them in the following order. **This Page is to be submitted with your Proposal.**

- Vendor's Checklist
- Vendor's Information Form
- Vendor's Price Proposal Form
- Vendor's Qualifications as detailed in Section II, D
- References as listed under Section II, D
- Execution of Proposal Form
- Addenda Acknowledgement Form and Any Addenda Issued
- Proposer's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Subcontractor Affidavit (if applicable)
- Local Small Business Initiative Affidavit (if applicable)
- Proof of Insurance/Certificate of Insurance – Requirements listed on Page 7
- Completed W9
- Copy of Valid Business License
- Copy of Professional licenses (if applicable)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
PROPOSER'S INFORMATION FORM**

1. Legal Business Name _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business: _____ State of Registration: _____
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: _____
6. Primary Contact _____
7. Phone _____ Fax _____
8. E-mail _____
9. Company Website _____
10. Has your company ever been debarred from doing business with any federal, state or local agency? Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM
THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
PROPOSER'S PRICE PROPOSAL FORM (SHEET A)**

COMPANY NAME: _____
 Proposer to provide all materials, labor and equipment needed to complete the Scope of Work.

Description	Total Cost
Preliminary Design Phase	\$ _____
Detailed Schematic Design Phase	\$ _____
Final Design Phase	\$ _____
Construction Administration Phase One	\$ _____
Construction Administration Phase Two	\$ _____
Total Gross Price	\$ _____

COMPANY NAME: _____

Additional Information: _____

All pricing must be on the forms provided. Additional information may be attached to this form.
 All costs to Dawson County are to be included in line items quoted above. Any and all combinations
 of the pricing above may be exercised by Dawson County.

**THIS PAGE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE – DO NOT INCLUDE ANY
 PRICING WITHIN THE TECHNICAL PROPOSAL TO AVOID DISQUALIFICATION**



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
PROPOSER'S REFERENCE FORM**

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
 Street Address _____
 City, State & Zip _____
 Contact Person Name _____ Title _____
 Phone _____ FAX _____ Email _____
 Describe Scope of Work and dates of project/service: _____

2. Company _____
 Street Address _____
 City, State & Zip _____
 Contact Person Name _____ Title _____
 Phone _____ FAX _____ Email _____
 Describe Scope of Work and dates of project/service: _____

3. Company _____
 Street Address _____
 City, State & Zip _____
 Contact Person Name _____ Title _____
 Phone _____ FAX _____ Email _____
 Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
EXECUTION OF PROPOSAL**

DATE: _____

The potential DESIGN TEAM/PROFESSIONAL certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential DESIGN TEAM/PROFESSIONAL has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential DESIGN TEAM/PROFESSIONAL agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
DRUG FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of:

Whose address is:

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,

2. A drug free workplace will be provided for the DESIGN TEAM/PROFESSIONAL'S employees during the performance of the contract; and,

3. Each Sub-contractor hired by the DESIGN TEAM/PROFESSIONAL shall be required to ensure that the Sub-contractor's employees are provided a drug free workplace. The DESIGN TEAM/PROFESSIONAL shall secure from that Sub-contractor the following written certification: "As part of the subcontracting agreement with _____

_____, _____ certifies to the DESIGN TEAM/PROFESSIONAL that a drug free workplace will be provided for the Sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ Date

_____ Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
ADDENDA ACKNOWLEDGEMENT**

The proposer has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Proposers must acknowledge any issued addenda. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK** was issued except: 1) through the Purchasing Department, 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the DESIGN TEAM/PROFESSIONAL registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached DESIGN TEAM/PROFESSIONAL Affidavit, DESIGN TEAM/PROFESSIONAL verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Dawson County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

DESIGN TEAM/PROFESSIONAL further agrees that should it employ or contract with any Sub-contractor(s) for the physical performance of services pursuant to the contract with the Dawson County Board of Commissioners, DESIGN TEAM/PROFESSIONAL will secure from the Sub-contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-contractor Affidavit and shall provide a copy of each such verification to the Dawson County Board of Commissioners at the time the Sub-contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Melissa Hawk
Dawson County Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Fax: (706) 531-2728

Email: mhawk@dawsoncounty.org



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

DESIGN TEAM/PROFESSIONAL's Name:	
County Solicitation/ Contract No.:	

DESIGN TEAM/PROFESSIONAL AFFIDAVIT

By executing this affidavit, the undersigned DESIGN TEAM/PROFESSIONAL verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the DESIGN TEAM/PROFESSIONAL identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-contractor(s) in connection with the physical performance of services pursuant to this contract with the County, DESIGN TEAM/PROFESSIONAL will secure from such Sub-contractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Sub-contractor Affidavit. DESIGN TEAM/PROFESSIONAL further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the Sub-contractor(s) is retained to perform such service.

EEV / E-Verify™ Number

BY: Authorized Officer or Agent
(DESIGN TEAM/PROFESSIONAL Name)

Date

Title of Authorized Officer or Agent of DESIGN TEAM/PROFESSIONAL

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20____

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

DESIGN TEAM/PROFESSIONAL's Name:	
County Solicitation/ Contract No.:	

ADDITIONAL INSTRUCTIONS TO DESIGN TEAM/PROFESSIONAL: Identify all Sub-contractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the Sub-contractors listed below. The DESIGN TEAM/PROFESSIONAL is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new Sub-contractor used to perform under the identified County contract.

DESIGN TEAM/PROFESSIONAL's Name:	
Sub-contractors:	



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

DESIGN TEAM/PROFESSIONAL's Name:	
Sub-contractor's (Your) Name:	
County Solicitation/ Contract No.:	

SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Sub-contractor which is engaged in the physical performance of services under a contract with the DESIGN TEAM/PROFESSIONAL identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify™ Number

BY: Authorized Officer or Agent
(Sub-contractor Name)

Date

Title of Authorized Officer or Agent of DESIGN TEAM/PROFESSIONAL

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

EEO Plan: The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Proposer Programs: The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

Does the Proposer have the above EEO policy in place?	Y	N

If the answer to the above is no, will the Proposer have such a policy in place prior to commencing work on this project?	Y	N

Statement of Assurance: The Proposer herein assures the County that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

Firm's Name

Authorized Signature

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK
LEGAL AND CHARACTER QUALIFICATIONS**

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers'		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

		Y	N
	Has the proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



Principals: The full names and addresses of persons or parties interested in the foregoing bid, as principals, are as follows:

NAME

ADDRESS

References: The Bidder lists below work he has done of similar nature as this solicitation, as references that will afford the County opportunity to judge as to experience, skill, business standing, and financial ability.

**CONTACT
PERSON**

TITLE

**PHONE
NUMBER/EMAIL**

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



Dawson County Board of Commissioners
“VOLUNTARY” Title VI Statistical Data Form

Used For Government Monitoring Purposes

Dawson County Board of Commissioners is committed to broad-based competition on all proposals. We are gathering the following information for recordkeeping in compliance with federal regulations. All information will be considered strictly private and confidential and will be used for Title VI of the Civil Rights Act of 1964 purposes only. Your responses are strictly voluntary and will help in developing and monitoring nondiscrimination enforcement programs. This form is not part of the bid document and has no emphasis on decision of award, if you prefer not to reply that is acceptable. **Failure to complete this form will not affect your chances of award.** Your cooperation is appreciated.

Instruction for submission: DO NOT INCLUDE WITH BID PROPOSAL. Form should be submitted separately in a non-identifying envelope addressed to the Dawson County Purchasing Department, 25 Justice Way, Suite 2223, Dawsonville, GA 30534. Please write in bid name and number for project tracking purposes.

BID NAME & NUMBER: RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK

Please place an “X” on the line that apply

Owner Gender: Male Female
 Owner Race/Ethnicity: White/Caucasian Hispanic or Latino
 Black or African American American Indian or Alaska Native
 Native Hawaiian or Asian
 Other Pacific Islander Two or More Races

Disability: Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities (2) has a record of such impairment; or (3) is regarded as having such impairment.

Yes No

Minority Owned Business: Yes No

Disadvantaged Business Enterprise (DBE) Company? Yes No

Number of Employees: _____

Staff Race/Ethnicity Make-up: White/Caucasian Hispanic or Latino
 Black or African American American Indian or Alaska
 Native Hawaiian or Asian
 Other Pacific Islander Two or More Races

Dawson County Government is committed to serve the public efficiently, preserve our heritage, safeguard the environment, protect citizens and improve the quality of life.



Dawson County Board of Commissioners

Local Small Business Initiative

Purpose & Scope:

Giving preference to local suppliers, even if it means spending a little more, can actually benefit a county's finances. Dollars spent locally generate additional economic activity even beyond the value of the initial contract as the local supplier in turn sources goods and services locally. Each additional dollar that circulates locally boosts economic activity, employment, and ultimately tax revenue. A study in Arizona found that using local independent suppliers for state contracts results in three times the economic benefit of bids fulfilled through national chains.

Local Small Business Initiative (LSBI) is a Dawson County program designed to promote opportunities to Local Small Businesses located in Dawson County.

The **LSBI** program is designed to return as much taxpayer money to the local economy, in a relatively short time span, as possible while at the same time foster inclusiveness with the County's procurement activities and a goal to provide more opportunities for Dawson County businesses.

Definition of Local Small Business:

- Local Small Business shall mean a business which has its principal office located in and having a street address within Dawson County for at least six months immediately prior to the issuance of the quote/bid/proposal. Post Office boxes (to include mailing/shipping center addresses) are not eligible and shall not be used for the purpose of establishing a physical address.
- Must hold a valid business license required by the County and have no outstanding or unresolved fees, fines or penalties due to Dawson County.
- Not have more than twenty-five (25) employees, and of which at least 33% of those employees have their primary residence in Dawson County, or, if the business has no employees, the business shall be at least fifty-one (51%) percent owned by one or more persons whose primary residence in Dawson County.
- Have a banking relationship with a bank located in Dawson County.
- Average annual gross receipts of five million dollars (\$5,000,000.00) or less over the previous three years.
- Must certify under oath to the above criteria upon submission for any bid, solicitation, or proposal to Dawson County.

The LSBI Policy will not be applicable for the following types of purchases, bids, or solicitations:

- Goods or services provided under a cooperative purchasing agreement or inter-local agreement;
- Purchases or contracts which are funded in whole or part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of preference;
- Purchases made or contracts let under emergency or non-competitive situations or for legal services;
- Projects over \$100,000.00.

Affidavit:

The County will accept an affidavit that a business meets the County's standards to be considered a Local Small Business. The County, in its sole discretion, may request additional information from the business to support its claim of being a Local Small Business. The Purchasing Department will be required to review the affidavit and request additional information as necessary to ensure the LSBI criteria are satisfied. The County will notify a business of acceptance of LSBI certification.

How Incentive Works:

Under any applicable solicitation or bid, vendors desiring to receive local preference under the LSBI Policy will be required to affirmatively demonstrate via affidavit that they satisfy all pertinent requirements. Any vendor who fails to submit the required affidavit shall be automatically excluded from LSBI consideration. Vendors shall submit the affidavit with each solicitation or bid proposal. The affidavit contemplated under this Policy is valid only for the submitted solicitation or bid, and must be reaffirmed and resubmitted for each subsequent solicitation of bid.

For any solicitation that is under \$100,000.00 the Local Small Business (as demonstrated via affidavit) that submits a responsive, responsible price, a local preference credit of 3%.

Waiver:

The application of local preference to a particular purchase, contract, bid, solicitation or category of contracts may be waived by the Dawson County Board of County Commissioners in its sole discretion. The promulgation of this Policy is not intended nor should it be construed as created a right or property interest in local preference or in the local preference credit.



**DAWSON COUNTY BOARD OF COMMISSIONERS
LOCAL SMALL BUSINESS
AFFIDAVIT OF ELIGIBILITY**

Complete form and submit with your bid. Incomplete forms may be rejected.

1. Legal Name of Firm _____
2. Mailing Address: _____ Physical Address (if different) _____

3. Year business was established in Dawson County: _____
4. Business License Number issued by Dawson County: _____
5. Number of Employees: _____
6. Average annual gross receipts for past three years: _____
7. Business Type (circle one): Corporation, Partnership, Sole Proprietorship
8. Does your business have more than one location in Dawson County? Yes No
 If yes, specify the location(s): _____
 Is your businesses' principal base of operations in Dawson County? Yes No
 Does your business have any locations outside Dawson County? Yes No
9. If yes, please specify the location(s): _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information on this form.

Attest: _____

Sworn to and subscribed before me this

_____ day of _____, 20____

_____ Authorized Signature

_____ Print Name

Notary Public

Commission Expires: _____

(SEAL)

_____ Title

SAMPLE AGREEMENT BETWEEN OWNER AND CONTRACTOR

RFP #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, entered into on _____, 2018, (hereinafter referred to as the "Owner") and _____, (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposals #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, the Request for Proposal **#438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK** and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's payment bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

1.7 Unobligated Funds

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

ARTICLE II

CONTRACT DEFINITIONS

The following terms shall have the following meanings whether in the singular or in the plural:

2.1 Agreement Execution. The Agreement Execution means the date both parties execute this Agreement.

2.2 Contract. The word contract has the identical meaning as the word Agreement.

2.3 Contract Documents. The contract documents consist of this Agreement between the County and the Consultant, the request for proposals, addenda issued before the execution of this Agreement, the Consultant's statement of proposal and required response forms, change orders and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

2.4 Contract Price. The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Consultant pursuant to a change work order or a supplemental Agreement.

2.5 Contract Time. The contract time means the period of time stated herein for completion of work.

2.6 Cost of Work. The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of services or any change work order.

2.7 County. The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

2.8 Deliverables. Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Consultant identified in the scope of services as deliverable to the County.

2.9 Drawings. The drawings, if any, shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

2.10 Liaison. Liaison means the representative of the County who shall act as a liaison between the County and the Consultant for all matters pertaining to this Agreement including review of Consultant's plans and work.

2.11 Multi-year Contract. Multi-year contract means a contract for the purchase of supplies or services for more than one (1), but not more than five (5), fiscal years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the Consultant if appropriations are not made.

2.12 Project. Project means a task or set of tasks assigned pursuant to the Scope of Work and/or a Change Work Order.

2.13 Specifications. Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

2.14 Sub-consultant. A sub-consultant means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Consultant or Consultant's sub-consultants to provide part of the work required by a change work order.

2.15 Change Work Order. A Change Work Order shall mean a written order to the Consultant executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

2.16 Work. The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Consultant under this Agreement or change work order.

2.17 Term of Agreement. Term of Agreement means a fixed duration that the contract will be in effect. The signing parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract or if the contract is terminated as specified herein.

ARTICLE III

THE WORK

3.1 Scope of Services

3.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications, amendments to the IFB document, and drawings of the Project and in accordance with the bid and specifications as outlined in Request for Proposal #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK.

3.1.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated portion of the Project; furnishing of any required bonds and insurance; provision of required certifications and documentation of associated testing results; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described in Exhibit "A":

ARTICLE IV

CONTRACT TIME

4.1 Time and Liquidated Damages

4.1.1 The Contractor shall complete each phase of the project within an eight (8) calendar month period after notice to proceed.

4.1.2 The Contractor shall pay the Owner the sum of one hundred dollars (\$100.00) per day for each and every calendar day of delay not excused by Section 86 as defined in the IFB documents in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.2 Substantial Completion

4.2.1. "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

4.3 Time is of the Essence

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

5.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum as set forth in Exhibit "B" for furnishing materials, labor, and equipment necessary for the completion of Project #438-24 DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as "lump sum".

5.1.2 The Contractor agrees that the Contractor shall not be compensated for customary overhead items that are not referenced within "Exhibit B". The parties agree that the Owner shall review and approve any proposed billing rate adjustments of the Contractor before any such billing rate adjustments shall be implemented.

ARTICLE VI

PAYMENT OF THE CONTRACTOR

6.1 Payment Procedure

6.1.1 Based upon the Contractor's applications and certificates for payment issued to the Owner, Owner shall make progress payments to the Contractor to be applied toward the Contract Price.

6.1.2 On or before the tenth day of each month after commencement of the work, the Contractor shall submit an Application for Payment for the period ending the last day of the prior month to the Owner in such form and manner, and with such supporting data and content, as the Owner may reasonably require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, i.e., labor, materials and equipment properly incorporated in the work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment incorporated in the work, less the total amount of previous payments received from the Owner for such labor, materials, and equipment. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the work has been properly performed in full accordance with this Contract. When Owner determines amounts requested to be properly owing to the Contractor, the Owner shall make partial payments on account of the Contract Price to the Contractor on a day to be determined each month in which application for payment is made.

6.1.3 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

6.1.4 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

6.2 Withheld Payment

6.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because of:

- (a) Defective work not remedied by the Contractor;
- (b) Claims of third parties against the Owner;
- (c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) Evidence that the work will not be completed in the time required for substantial or final completion;
- (f) Persistent failure to carry out the work in accordance with the Contract; or
- (g) Damage to the Owner or a third party to whom the Owner is, or may be, liable

6.3 Completion and Final Payment

6.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Contractor will return Exhibit "C" of the contract to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

6.3.2 The Contractor shall not be entitled to final payment unless and until the Contractor submits to the Purchasing Department an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the work for which the Owner or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Manager or the Owner; and consent of the Surety to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

6.3.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final Certificate for Payment.

6.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment, as attested to in Exhibit "C" of the contract.

6.3.5 Payment shall be made at the unit rates as set out in the Pricing Schedule submitted by the Contractor for the Work for the quantities actually installed into the Work except as follows:

- (a) There are no exceptions.

ARTICLE VII

THE OWNER

7.1 Information, Services and Things Required From Owner

7.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

7.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

7.1.3 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

7.2 Right to Stop Work

7.2.1 If the Contractor fails or refuses to perform the work in accordance with this Contract, the Owner may order the Contractor to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Contractor shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

7.3 Owner's Right to Perform Work

7.3.1 If the Contractor's work is stopped by the Owner under Paragraph 7.2 and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Contractor shall pay the difference to the Owner.

ARTICLE VIII

THE CONTRACTOR

8.1 The Contractor shall perform the work strictly in accordance with this Contract.

8.2 The Contractor shall supervise and direct the work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, subcontractors, and others engaged in the work on behalf of the Contractor.

8.3 Warranty

8.3.1 The Contractor warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective. This project shall have a five (5) year warranty on both the FDR and asphalt.

8.4 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

8.5 Supervision

8.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

8.6 Cleaning the Site and the Project

8.6.1 The Contractor shall keep the site reasonably clean during performance of the work as stipulated in the IFB document. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

8.7 Access to Work

8.7.1 The Owner and the Project Manager shall have access to the work at all times from commencement of the work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

8.8 Indemnity

8.8.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

8.8.2 In claims against any person or entity indemnified under this Paragraph 8.8 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 8.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE IV

CONTRACT ADMINISTRATION

9.1 Administration

9.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

9.1.2. The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all site work.

9.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

9.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

9.1.5 The Owner's Representative will review the Contractor's Applications for Payment and will certify those amounts then due the Contractor as provided in this Contract.

9.1.6 The Owner's Representative, shall, upon request from the Contractor, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

9.2 Claims by the Contractor

9.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

9.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 9.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

9.2.3 *Claims for Concealed and Unknown Condition* - If concealed and unknown conditions are encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract or if unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this contract be encountered, then the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity

to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

9.2.4 *Claims for Additional Costs*

9.2.4.1 If the Contractor wishes to make a claim for an increase in the Contract Price, then as a condition precedent to any liability of the Owner, the Contractor shall give the Owner written notice of such claim within seven days after the occurrence of the event or the first appearance of the condition giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

9.2.4.2 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Owner has been established in a court of competent jurisdiction.

9.2.5 *Claims for Additional Time*

9.2.5.1 If the Contractor is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Contractor to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project.

9.2.6 *Claims for Weather Delays*

9.2.6.1 Claims for weather delays shall not be considered unless work is not feasible for more than one-half of a day due to weather conditions. Claims for weather delays shall not be considered for Sundays unless the Contractor consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the work within the general scope of this Contract consisting of additions, deletions, revisions, or any combination thereof may be ordered without invalidating this Contract by Change Order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's

signature required as authorization. All Change Orders must be processed by the County Purchasing Manager on the issued Project Purchase Order for record.

10.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 10.3.2 below. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

10.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

10.3.3 If unit prices are provided in the Contract and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, then the applicable unit prices shall be equitably adjusted.

10.4 Notice to Surety; Consent

10.4.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent and approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

CONTRACT TERMINATION

11.1 Termination by the Contractor

11.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

11.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 11.2.1.

11.2 Termination by the Owner

11.2.1 *for Convenience*

11.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

11.2.1.2 The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

11.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

11.2.1.4

The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (b) below.

- (a) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (b) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:
 - i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and

reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 11.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Contractor under this Subparagraph 11.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

11.2.2 *for Cause*

11.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

11.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

11.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 11.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 11.2.1 and the provisions of Subparagraph 11.2.1 shall apply.

ARTICLE XII

INSURANCE

12.1 Contractor's Insurance Requirements

12.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability and Automobile Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

12.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of all Insurance as required by Paragraphs 12.1.1 and 12.1.4.

12.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

12.1.4 The Consultant shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

12.1.5 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

ARTICLE XIII

MISCELLANEOUS

13.1 Governing Law

13.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

13.2 Successors and Assigns

13.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

13.3 Surety Bonds

13.3.1 There are no surety bonds required for this contract.

13.4 Severability

13.4.1 The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

13.5 Merger

13.5.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

13.6 Confidential Information

13.6.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided.

13.6.2 All documents and materials prepared pursuant to the IFB and this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

13.7 Litigation and Arbitration

13.7.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

13.8 Condition Precedent – Litigation

13.8.1 This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Consultant shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

13.9 Term of Agreement

13.9.1 The term of a Contract awarded as a result of the IFB shall be from the time the Proposal is awarded until delivery and acceptance of the work solicited by Dawson County.

13.10 Multi-year Contract

13.10.1 This Contract and Agreement shall not be eligible for a multi-year contract term.

13.10.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

13.11 Joint and Several Liability

13.11.1 If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

13.12 Waiver

13.12.1 Except as specifically provided for in a waiver signed by duly authorized representatives of the County and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

13.11 Notices

13.11.1 Any notice to be given in accord with the terms hereof may be affected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. This Agreement and any documents relating to it may be executed and transmitted to the parties listed below by electronic mail, which electronic mail shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document when both parties have executed their part in blue ink. Notice shall be delivered as follows:

Owner:	Consultant:
Dawson County Board of Commissioner	
Attn: Melissa Hawk	Attn:
25 Justice Way, Suite 2223	
Dawsonville, GA 30534	
Phone: 706-344-3500 x.42223	
Email: mhawk@dawsoncounty.org	

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

OWNER:
DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: County Clerk

Title: _____

EXHIBIT "A"
SCOPE OF WORK

-End of Exhibit A-

EXHIBIT "B"
PROJECT PRICE PROPOSAL FORM

-End of Exhibit "B"-

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

_____ this _____ day of _____,

20_____ appeared before me _____, a Notary

Public, in and for _____, and being by me first duly

sworn states that all subcontractors and suppliers of labor and materials have been paid all sums

due them to date for work performed or material furnished in the performance of the contract

between:

Dawson County Board of Commissioners and _____(Contractor),

last signed _____, 20__ for the **DESIGN SERVICES FOR DAWSON COUNTY STYLES NATURE PARK.**

BY: _____

TITLE: _____

DATE: _____

(Seal)

Subscribed and sworn to before the _____ day

of _____, _____

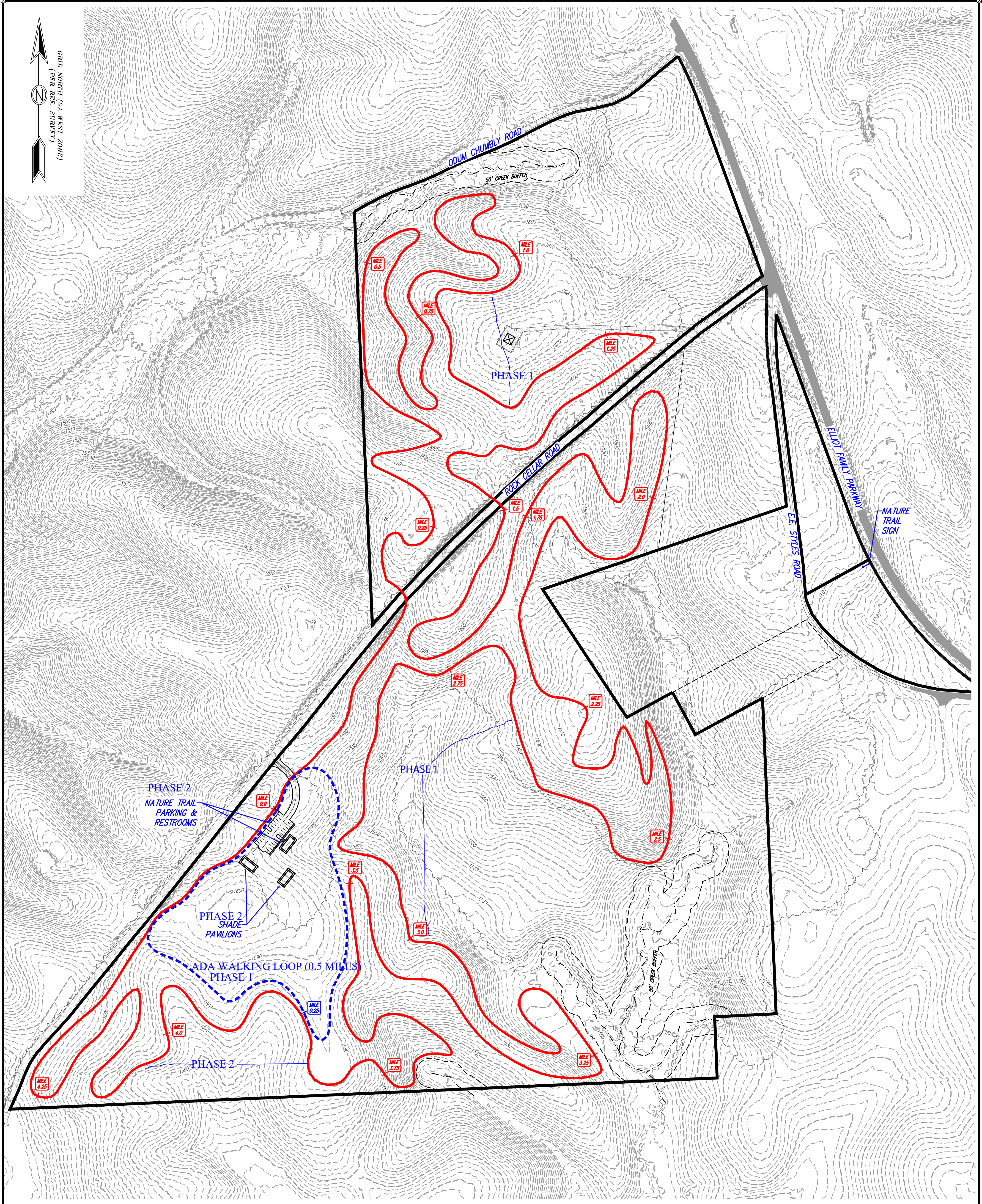
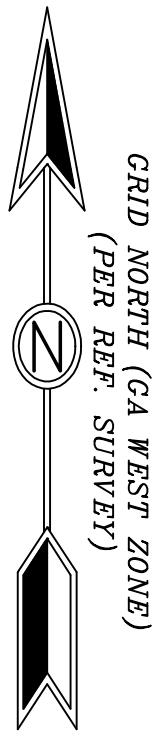
My commission expires on the _____ day

of _____, _____

NOTARY PUBLIC

(Notary Seal)

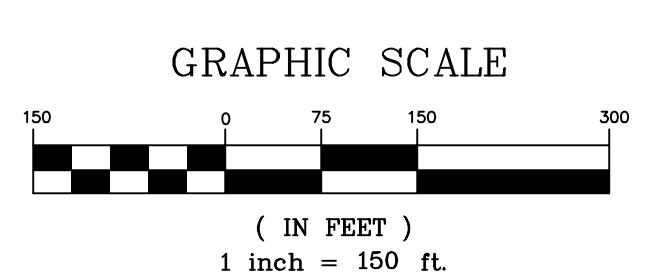
-Style Nature Park Concept Plan-



- MIXED USE TRAIL (4.5 MILES)
- - - ADA WALKING LOOP (0.5 MILES)
- CREEK/STREAM
- TREELINE
- CELL TOWER
- GRAVEL SURFACE
- ASPHALT SURFACE
- MILE 0.25 MILE MARKER
- PROPERTY BOUNDARY

PHASE ONE
 ADA WALKING LOOP (0.5 MILES)
 MIXED USE TRAIL (4.5 MILES)

PHASE TWO
 NATURE TRAIL PARKING & RESTROOMS
 SHADE PAVILIONS



DRAWN BY: **GRJ**

CHECKED BY: **JMD**

L.S. # **802804943945802801**

DISTRICT: **5TH**

SECTION: **1ST**

CITY: **DAWSONVILLE**

COUNTY: **DAWSON**

DATE: **10/27/2023**

PROJECT NO. **2023-501**

SHEET NO. **1 of 1**

STYLES PARK NATURE TRAILS

PRELIMINARY SITE PLAN

60 ROCK CELLAR ROAD
 DAWSONVILLE, GA 30534

REVISION	DATE	DESCRIPTION
-	-	-

IDES
 DAVIS
 ENGINEERING & SURVEYING
 133 PROMINENCE COURT
 SUITE 210
 DAWSONVILLE, GA 30534
 PHONE: 706.271.8888
 DAVIS@IDESGA.COM

1



Picture of Undeveloped Land on Rock Cellar Rd. Facing West

2



Picture of the end of Dawson County Property on Rock Cellar Rd. Facing Southeast

3



View of More Undeveloped Land on Rock Cellar Rd. Facing North

4



View of the Woods along Rock Cellar Rd. Facing East

5



View of Open Land Where Trails Will Be Located Beyond the Woods Facing South

6



View of Additional Woods Located Along Rock Cellar Rd. Facing Southwest

7



View of Rock Cellar Rd. Facing Northeast

8



View of More Woods Along Rock Cellar Rd. Facing Southeast

9



Additional View of Woods Along Rock Cellar Rd. Facing North

10



Another View of Woods Along Rock Cellar Road Facing Southeast

11



More Woods Along Rock Cellar Road Facing East

12



View of Rolling Hills From The Woods From Rock Cellar Rd. Facing East

13



More Woods Along Rock Cellar Rd. Facing North

14



View of Undeveloped Land at the Corner of Rock Cellar Road and EE Styles Road Facing West

15



View of Rolling Hills Where Trails Would Be Located from EE Styles Rd. Facing Northwest

16



Additional View of Rolling Hills Where Trails Will Be Developed Along EE Styles Rd. Facing Southwest

17



View of EE Styles Road Facing Southeast

18



View of Elliott Family Pkwy. From Rock Cellar Road Showing Undeveloped Area Facing North

19

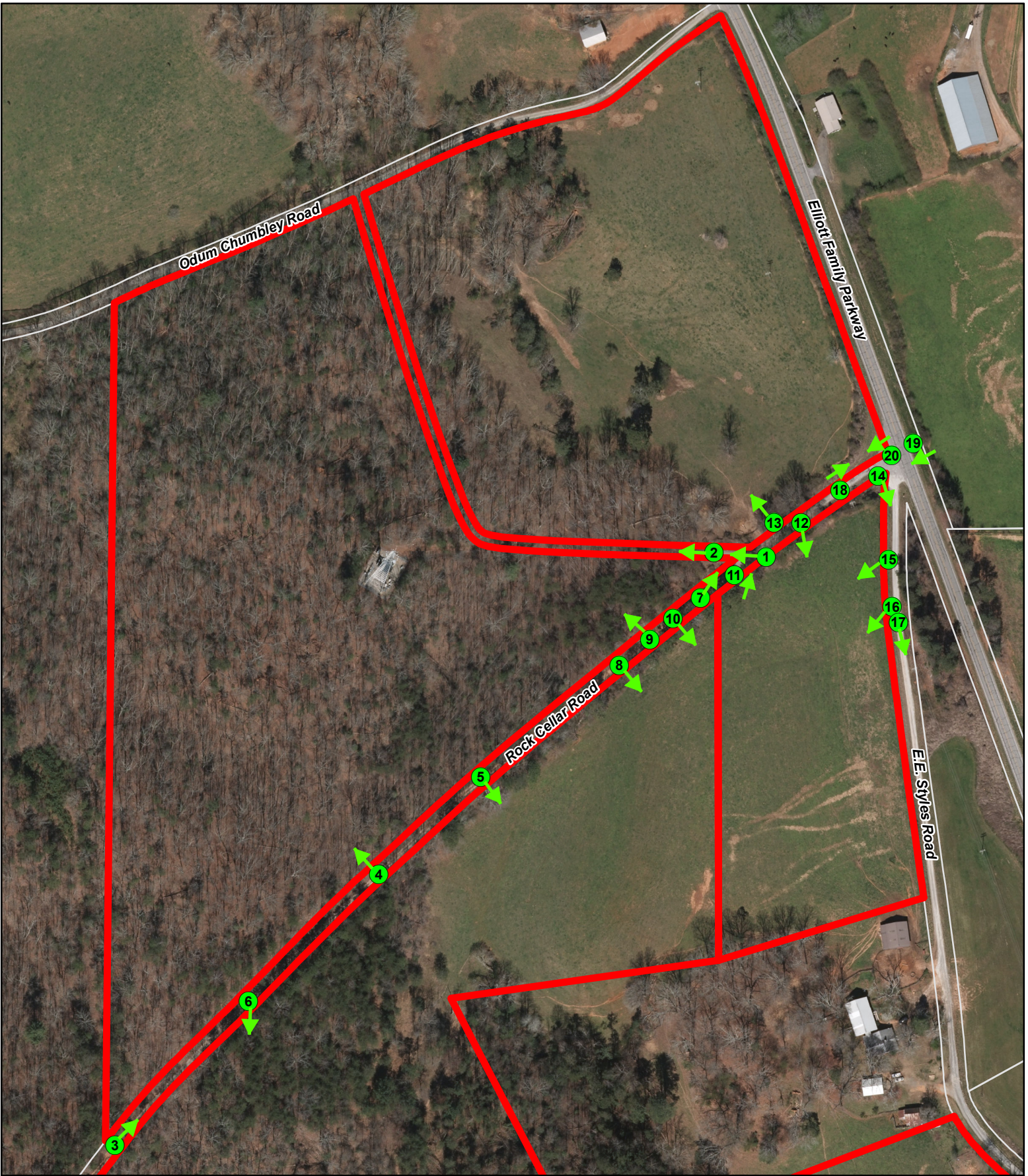


View of Beginning of Rock Cellar Rd. from Elliott Family Pkwy. Facing Southwest

20



Final View of Rock Cellar Rd. Facing Southwest



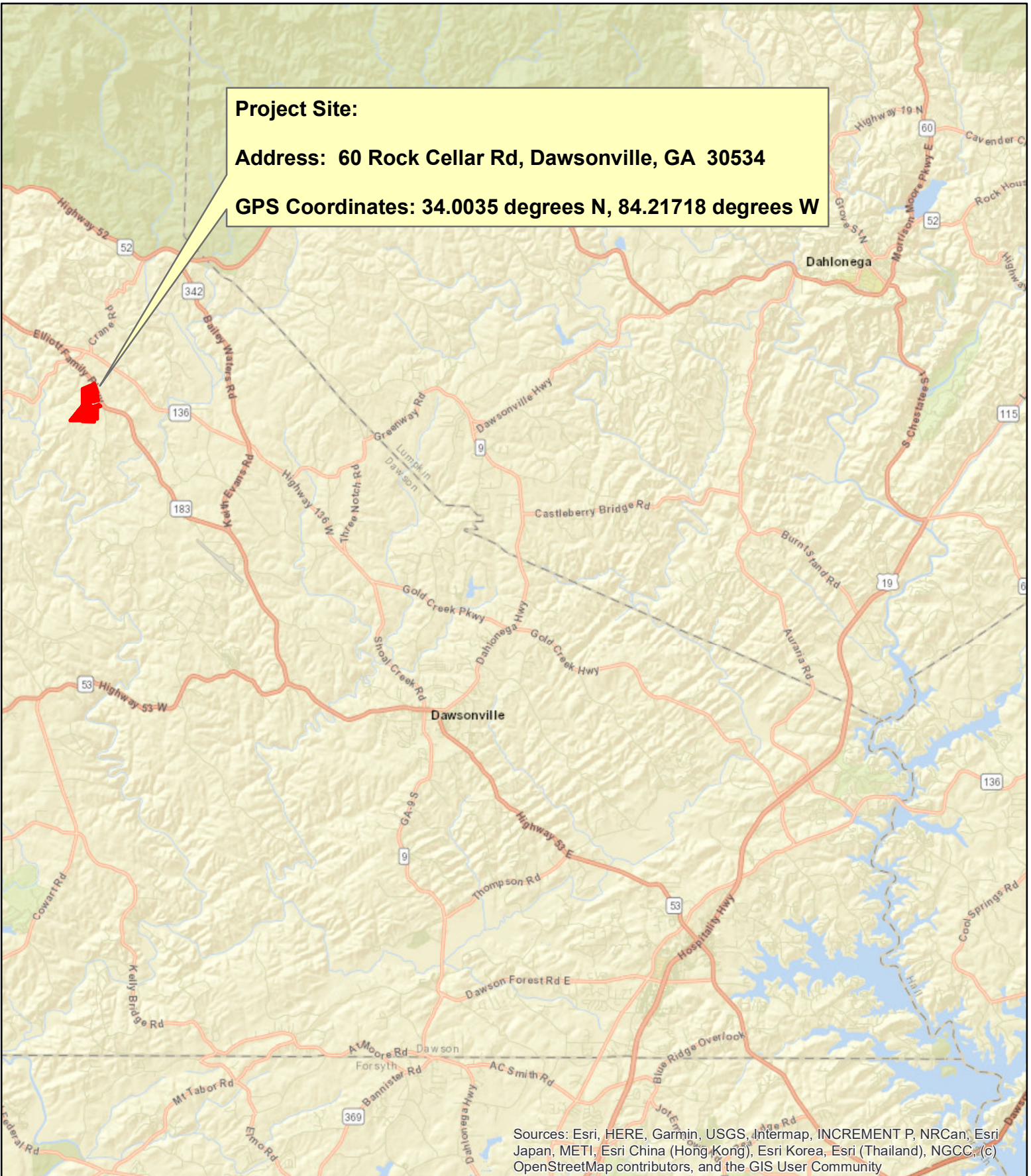
**Dawson County - Styles Park Nature Trails
Recreational Trails Program Grant Application
Project Site - Photo Key**



Project Site:

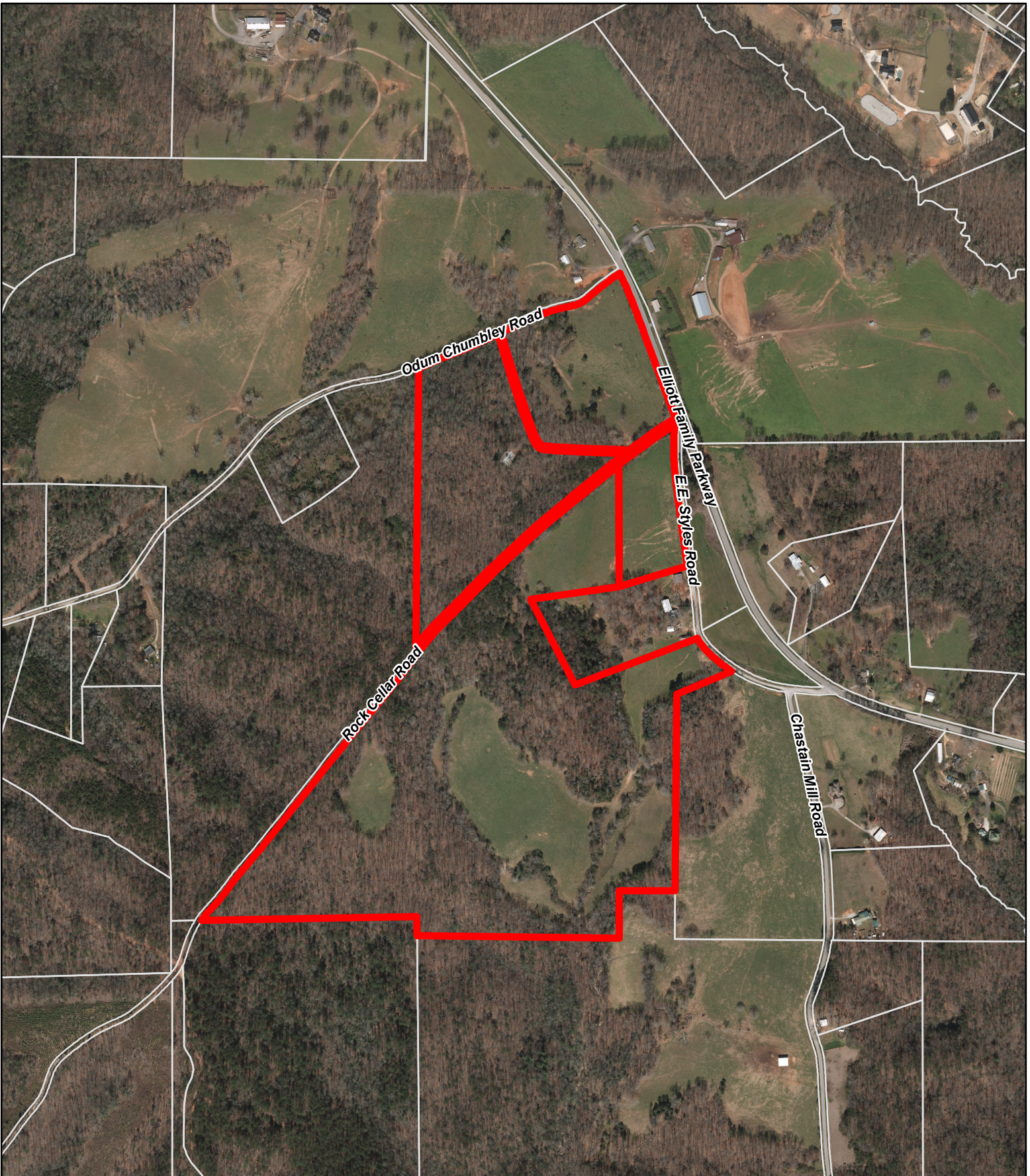
Address: 60 Rock Cellar Rd, Dawsonville, GA 30534

GPS Coordinates: 34.0035 degrees N, 84.21718 degrees W



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Dawson County - Styles Park Nature Trails Recreational Trails Program Grant Application Project Location Map



**Dawson County - Styles Park Nature Trails
Recreational Trails Program Grant Application
Project Site**

