



**DAWSON COUNTY GOVERNMENT**

**INVITATION FOR BIDS**

**FOR**

**CONSTRUCTION SERVICES FOR  
SENIOR SERVICES CENTER - CDBG**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**MAY 23, 2019 AT 10:30AM, EST**

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

**IFB # 332-19**

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

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ISSUE DATE: APRIL 11, 2019

**DAWSON COUNTY BOARD OF COMMISSIONERS**

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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**

**April 11, 2019**

**INVITATION TO BIDDERS**

This is an invitation to submit a bid to Dawson County from qualified vendors who specialize in construction services, with previous experience in complying with Community Development Block Grant laws, rules and regulations, for a Senior Services Center expansion project. Details are listed under Section II. Firms/individuals must provide all equipment, materials and labor to complete the scope of work, indicated herein. 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., May 23, 2019, tentative award date of the contract is June 20, 2019 at 6:00 pm.

There will be a mandatory pre-bid meeting to be held on April 30, 2019, at 10:30 a.m., at the Dawson County Government Center, located at 25 Justice Way, Dawsonville, GA 30534. A site visit will immediately follow. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org) no later than May 7, 2019, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than May 16, 2019, 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.

The Construction Services phase will be funded in part by the Community Development Block Grant Program (CDBG). Certain Federal CDBG requirements applied to the A & E Services contract. All contractors and subcontractors are required to be registered in the Federal System for Award Management (SAM). Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964. The CDBG application, including the preliminary cost estimate, is available for review by contacting Melissa Hawk at 706-344-3500 ext. 42223. Bidders must also make positive efforts to use small and minority-owned businesses and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Section 3 Residents and Business Concerns are encouraged to apply. Bidders must comply with the Architectural Barriers Act of 1968, as amended, EEO clause and specifications, Affirmative Action Clause, Non-Segregated Facilities, Copeland Anti-Kickback, Davis-Bacon Clause, Wage Rate from DCA, Work Hours & Safety, Clean Air/Water Clause and the Georgia Energy Codes for Buildings O.C.G.A. Title 8, Chapter 2.

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

## SECTION I – GENERAL OVERVIEW

### A. INFORMATION TO VENDORS

The contract opportunity that will arise from the award of this IFB is covered under the requirements of Section 3 of the HUD Act of 1968 and Section 3 Business Concerns are encouraged to apply.

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All federal CDBG requirements will apply to the contract. All contractors and subcontractors are required to be registered in the Federal System for Award Management (SAM). Bidders on this work will be required to comply with the President's Executive Order No. 1124, Order No. 11375 & Order No. 11063 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240, Rights to Inventions Made Under a Contractor Agreement, Clean Air Act, Energy Policy and Conservation Act and the Byrd Anti-Lobbying Amendment. The CDBG application, including the cost estimate, is available for review by contacting Melissa Hawk at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)

Bidders must also make positive efforts to use small and minority-owned business and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

If a contractor has not complied on any HUD funded contract effective on or after January 1, 2014, they should be considered non-responsive.

All contractors claiming a preference in contracting by meeting any of the three qualifications including: a 51% Resident Owned Business, Hiring/Employing 30% of New Hires, and/or sub-contracting at least 30% of their total award to a Section 3 Concern, shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. If certifying as a 25% employer, the Resident Self-Certification and Skills Data Form must be returned for all employees who meet the low- or very low-income requirement as well as the appropriate Section 3 Business Certification.

***To be considered for a contract award exceeding \$100,000, the entire solicitation package must be satisfactorily completed and submitted prior to award. In order to claim a preference for a contract award exceeding \$100,000, the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification***

*portions of the solicitation package must be satisfactorily completed and submitted at the time of submission of a bid/proposal.*

*For Section 3 Covered Assistance of \$100,000 or less, the solicitation package must be made available to bidders/offerors in accordance with DCA's Section 3 Policy; however, bidders/offerors are not required to submit the solicitation package unless a preference is being claimed. In this case, only the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification must be completed at the time of submission of a bid/proposal*

*Any bid/proposal claiming a preference must include the completed and signed Section 3 Self- Certification and Action Plan and the Section 3 Business Concern Self Certification, and be submitted by the bid/proposal deadline.*

1. BID SUBMISSION

One (1) original and one (1) soft copy (disc, flash drive, thumb drive, etc.) of the complete signed submittal must be received, **ON MAY 23, 2019, AT 10:30 A.M., EASTERN STANDARD TIME.** Proposals, including soft copy, must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the **Bid #332-19 Construction Services for Senior Services Center - CDBG** to:

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

**Hand Delivery**

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8: 00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Dawson County Government. For a complete listing of holidays please visit [www.dawsoncounty.org](http://www.dawsoncounty.org).

**GPS Location**

Some GPS systems cannot locate the above named address. Vendors may search the following address if trying to visit the Dawson County Government Center: 25 Justice Way, 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. Vendors 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

Vendors 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.*

**Submission by US Mail must be sent to the below address:**

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

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

2. CONTACT PERSON

Vendors are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)** to clarify any part of the IFB 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 IFB and also may result in the disqualification of the vendor's submittal.

Vendors 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 vendor violating this provision.

3. 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. Vendors should not rely on any representations, statements or explanations other than those made in this IFB or in any addendum to this IFB. Where there appears to be a conflict between the IFB and any addenda issued, the last addendum issued will prevail. Vendors are advised to check the website for addenda before submitting their bids.

***Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum may result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements***

4. 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.

5. 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 IFB at any time.

6. MIMUM IFB 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.

7. NON-COLLUSION AFFIDAVIT

By submitting a response to this IFB, the vendor 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 vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor 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.

8. COST INCURRED BY VENDORS

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

9. IFB OPENING

Bids will be opened and read immediately following bid deadline at the physical address stated in this document. A bid tabulation may be obtained from the county's website at [www.dawsoncounty.org](http://www.dawsoncounty.org), after the IFB due date and time stated herein. An updated bid tabulation to the IFB may be obtained from the County's website after the IFB has been awarded.

10. OPEN RECORDS

All materials submitted in connection with this IFB will be public documents and subject to the O.C.G.A. § 50-18-71, Open Records Act and all other laws of the State of Georgia; and the open records policies of Dawson County Board of Commissioners. All such materials shall remain the property of Dawson County and will not be returned to the respondent. Should you believe that your bid contains any trade secrets you must submit an affidavit, along with the



bid/proposal, that states that specific portions of the bid/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 bid/proposal containing any trade secrets.

11. 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/vendor from applicable sales taxes that may be required of them in relations to this project. Selected vendor will be provided with Dawson County's Sales and Use Tax Certificate of Exemption number upon request.

12. VENDOR INFORMATION

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

13. INSURANCE

Selected vendor 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 as an **additional insured** for the contracted project.

14. 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.



15. 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 bidders 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 bids in response to this Invitation for Bid 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 bids, all bidders 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 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor 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 contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor 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 contractor will include the provisions of 1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Vendors may request this Invitation for Bid 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](mailto:mhawk@dawsoncounty.org). All bid submissions must be returned in English.

16. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a Qualification package in response to this IFB 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 contractor 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 vendor 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, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - e. Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Dawson County and shall deliver a completed Subcontractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- C. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

17. GRATUITIES

Dawson County acknowledges that it may be customary to provide gifts to employees or departments. However, it shall be unethical for any County employee involved in making procurement decisions to have personal investments in any business entity that creates a conflict between their private interests and their public duties.

It shall be unethical for any person to offer, give, or agree to give, any Dawson County employee, or for any Dawson County employee to solicit, demand, accept, or agree to accept, from any vendor or business, a gift or gratuity in any amount in exchange for any decision, approval, disapproval or recommendation concerning a solicitation.

18. SECTION 3 CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968 – Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD ACT of 1968; 24 CFR 135)

a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3

of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given low and very low income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; the anticipated date the work shall begin.

d) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in the 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

f) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

g) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

### **Section 3 Contract Non-Compliance Cure /Termination Processes**

This language is a component of contract compliance with the work to which you are responding in this solicitation. The full requirements are provided in the Section 3 Clause found elsewhere in this package and in DCA's Section 3 Policy for Covered HUD Funded Activities. Any recipient, sub-recipient or contractor claiming Preference must be in compliance prior to issuance of a notice to proceed by DCA, recipient, sub-recipient, or contractor based on the policies established for the applicable DCA funding program. This preference can be met by any of the three qualifications:

1. Resident Owned Businesses (ROBs) owned and operated at 51% by Section 3 Residents.
2. Businesses that employ Section 3 residents at no less than 30% of the contractors aggregate full time staff.
3. Contractors that at the time of bid show evidence (meaning the specific name and preference met) of their intent to award no less than 25% of their total award to Section 3 business concerns.

The recipient, sub-recipient or contractor must maintain compliance throughout the life of the contract. The contractor understands and agrees that a compliance management firm may be used to conduct routine and certified payroll reviews to ensure compliance. The Contractor agrees to provide the payroll data in an Excel or Word format each time the payroll is processed throughout the contract.

Failure to meet the Section 3 requirements will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 requirements by executing the efforts

on their Certification and Action Plan in accordance with DCA's Section 3 Policy.

DCA, the recipient, sub-recipient or contractor shall execute these remedies to achieve compliance in this order:

#### NON-COMPLIANCE CURE PROCESS

A. Based on the first observation or report of non-compliance with Section 3, the recipient, sub-recipient or contractor will be sent an e-mail by the compliance manager notifying them of their non-compliance issue. The recipient, sub-recipient or contractor will have until the next payroll or 10 business days, whichever is less, to bring the contract into compliance and/or justify in writing why they cannot meet compliance requirements.

B. DCA, the recipient, sub-recipient or contractor must render a response to the violating party within 10 business days of receipt of the violating party's letter of reason for noncompliance.

If DCA, the recipient, sub-recipient, or the contractor deems the reason to be unacceptable, at its option, DCA, the recipient, sub-recipient, or the contractor can extend the response period one time for up to 5 business days to allow the violating party to identify and secure other compliance options.

#### NON-COMPLIANCE TERMINATION PROCESS

If the violating party fails to take any corrective action to bring the contract into compliance within the allotted time, or DCA, the recipient, sub-recipient, or the contractor rejects any of the corrective plans and justifications for non-compliance, DCA, the recipient, sub-recipient, or the contractor will either terminate the contract immediately or impose liquidated damages equal to \$100 a day for every day out of compliance. At DCA's determination, any liquidated damages received must be paid to the recipient, sub-recipient or DCA, at DCA's determination, and be used to promote economic opportunities for Section 3 Residents and Business Concerns. DCA, the recipient, sub-recipient, or the contractor will hold all funds due to the violating party until such time that a financial workout is completed.

#### Section 3 Solicitation Overview and Instructions for Contractors

The DCA Section 3 Policy requires that, when the **Section 3 regulation is triggered**, every effort within the contractor's disposal must be made, to the greatest extent feasible, to offer all available employment and contracting opportunities to Section 3 residents and Section 3 businesses based on the compliance methods below

**All Contracts and All Contractors must meet Section 3 compliance by:**

- A. Giving notice of any and all opportunities for employment and contracting to residents of the local Public Housing Authority (PHA), and other low and very low income area residents and businesses, by posting the opportunity in community sources generally available to low income residents and the general public. Exercising a *minimum of three (3)* of the following listed sources must be completed prior to offering employment to anyone not covered by Section 3 requirements:
1. The local community newspaper
  2. The most widely distributed newspaper
  3. Company or agency website
  4. The management office of the local housing authority/homeless service agency/local low income housing community
  5. Local Workforce Board (i.e. Department of Labor)
  6. Local office of the Georgia Division of Family and Children Services
  7. Dodge Room <http://www.construction.com/dodge/dodge.asp>
  8. Other locations as approved by DCA
- B. The recipient, sub-recipient or contractor must check the HUD Section 3 Business Registry to determine if there are any Section 3 businesses in the County where the work will be performed. If there are Section 3 businesses in the County that may be able to perform the work, the recipient, sub-recipient or contractor must provide a copy of the contracting opportunity(ies) (e.g., bid notices) to the Section 3 businesses. See the HUD Section 3 Business Registry at:  
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.
- C. Clearly stating in notices that the position is a “Section 3 covered position under the HUD Act of 1968 and that Section 3 Residents and Business Concerns are encouraged to apply.”
- D. Placing the Section 3 Clause provided in Appendix A in ALL solicitations.
- E. When possible, other activities may be done to demonstrate effort to comply with the Safe Harbor Limits. These other efforts are listed in the appendix to part 135 of the Code of Federal Regulations—24 CFR Part 135 and include:
1. Distributing or posting flyers advertising positions to be filled;
  2. Contacting the local government or housing authority for a list of residents who have expressed interest in Section 3 employment;
  3. Holding job informational meetings for residents, contractors, etc;



4. Contacting agencies administering HUD YouthBuild programs and requesting their assistance in recruiting HUD YouthBuild program participants for training and employment positions.
- F. Linking residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.
- G. Working with DCA, the recipient, sub-recipient or contractor as applicable in developing a communication and follow up process to track and report all Section 3 applications and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub- contracting are accurate. Provide preference in hiring and contracting to Section 3 applicants and contractors when employment or contracting opportunities are offered and all requirements are met and remain equal.

Contractors must:

1. Provide this package to all sub-contractors when soliciting bids for all contracts or sub- contracts;
  2. Meet all the same processes in A-E; and;
  3. Provide Preference to all sub-contractors meeting the definitions as stated in Section VI of DCA's Section 3 Policy for Covered HUD Funded Activities.
- H. In order for Preference as a Section 3 Contractor to be factored into the award decision, all elements of the solicitation criteria must be equal between contracts. This means price and all other factors must be equal. Then the contractors that elect Preference on the Certification and Action Plan form that meet that Preference criterion will be provided Preference in the award of the contract as provided in Part VI., Preferences and Eligibility of DCA's Section 3 Policy for Covered HUD Funded Activities.

EXAMPLE:

Bill's electrical and Sue's Electrical bid a job where the housing authority has a budget of \$500,000. Bill bids \$480,000 and elects a Preference as a Section 3 business concern because he qualifies as a 51% Resident Owned Business. Sue bids \$450,000 but does not elect any Preference. Both companies met all the other requirements. Sue will be awarded the contract because Bill's bid was higher.

**Important items to remember about receiving preferences in contract award:**

**All contractors and/or subcontractors that elect a Preference and are awarded a contract must be in compliance prior to the issuance of a**



**Notice to Proceed by DCA, the recipient, sub- recipient, or the contractor based on the policies established for the applicable DCA funding program. The contractor and/or subcontractor must maintain the elected Preference standard during the entire contract or risk having the contract terminated for failure to comply. See Section 3 Contract Non-compliance Cure/Termination Processes section above for further details. When a contractor and/or subcontractor that elected a Preference is unable to identify a Section 3 resident or a Section 3 business for employment or contracting opportunities, the contractor then *must* offer employment related training to the Section 3 residents in the county. The training must be provided according to Part VII – Other Economic Opportunities in DCA’s Section 3 Policy.**

## **SECTION II – GENERAL CONDITIONS**

### **A. WORK SUMMARY**

The new senior center will be located to the west of the existing Marjorie Weaver Senior Center in Dawsonville, Ga. The building plan will expand on the program of the existing senior center. The new building will include a large multi-purpose space with an attached kitchen, game room, several offices for staff and an area specifically for those visitors needing memory care. The space will be approximately 8,260 square feet and include a large porch area wrapping around the exterior, which will extend as a breezeway to the existing building to provide visitors with covered access between the two (2) buildings plus other work as indicated herein.

The General Contractor must provide all equipment, materials and labor to complete the scope of work. The General Contractor will ensure that all Georgia Laws, Rules, Regulations and Codes, to include but not limited to, the General Contractor Official Code of Georgia Sections 43-41-1 through 43-41-17, Public Works Official Code of Georgia Title 36, Dawson County Planning and Development, Codes and Regulations, Building and Development Codes and the Georgia Department of Community Affairs, Georgia’s Construction Codes are strictly adhered to where appropriate to the scope of work within this IFB document. **The Scope of Work Index begins on page 206 of this IFB document. Project Specifications and Drawings for this IFB document are contained in Attachments A, B, C and D.**

### **B. CONTRACT PERIOD**

The term of a contract awarded as a result of this IFB shall be from award until final acceptance of project by the County.

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 County has opted to complete this project using the sealed Invitation for Bids Method of procurement for the construction phase. This method best suits the County due to the availability of detailed specifications and timelines, to ensure open competition, to secure the lowest cost in which to build and furnish the expansion of the Senior Services Center while meeting the needs of the public that utilize the facility.

The current Senior Services Center was constructed in 1992, with moderate modifications. On average, there are 80 daily participants of the many programs offered by the staff. Some of these programs include music, art, exercise, painting, congregate meals, and other various events.

The County contracted with Pond & Company, who sub-contracted with Geo Hydro Engineers for portions thereof, for the subsurface exploration and geotechnical engineering evaluation.

The County awarded a contract to Wakefield Beasley & Associates Architects, Inc. (WBAA) for the specifications and drawings. WBAA sub-contracted with SL King & Associates, Inc. for the mechanical, electrical, plumbing and fire protection; Foresite Group, Inc, for the civil/landscape and Shear Structural for the structural.

D. VENDOR REQUIREMENTS

To be considered for a contract award exceeding \$100,000, the entire solicitation package must be satisfactorily completed and submitted prior to award. In order to claim a preference for a contract award exceeding \$100,000, the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification portions of the solicitation package must be satisfactorily completed and submitted at the time of submission of a bid/proposal.

For Section 3 Covered Assistance of \$100,000 or less, the solicitation package must be made available to bidders/offerors in accordance with DCA's Section 3 Policy; however, bidders/offerors are not required to submit the solicitation package unless a preference is being claimed. In this case, only the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification must be completed at the time of submission of a bid/proposal.

Any bid/proposal claiming a preference must include the completed and signed Section 3 Self Certification and Action Plan and the Section 3 Business Concern Self Certification, and be submitted by the bid/proposal deadline.

Contractors must be qualified to perform the scope of work listed below. Qualifications include at a minimum of five (5) years' experience in similar construction.

Contractor shall provide a warranty of twelve (12) months over and above the manufacturer's warranty on all work completed, to include labor, craftsmanship and materials. Contractor is responsible for the warranty of all work, to include but, not limited to sub-contractor performance and other warranty.

The Contractor and subcontractors must comply with all requirements as mandated in the CDBG laws, regulations and rules, to include, but may not be limited to, the following: Contractors and subcontractors are required to be registered in the Federal System for Award Management (SAM). Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240, Rights to Inventions Made Under a Contractor Agreement, Clean Air Act, Energy Policy and Conservation Act and the Byrd Anti-Lobbying Amendment.

**Where there is a contradiction in the General Terms and Conditions and the Specifications and Drawings related to the Scope of Work, the Contractor is to following the directions of the Specifications and Drawings related to the Scope of Work. EXCEPTION: ALL CONTACT PRIOR TO EXECUTED CONTRACT MUST BE LIMITED TO THE PURCHASING MANAGER.**

**E. 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 amendment and posted on the County's website under the bid information; all firms responding to this IFB should check the website before responding to this IFB.
2. All respondents to this IFB 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 IFB. The issuance of this IFB 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 IFB. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any vendor 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 IFB 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 IFB or otherwise.

3. The IFB is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this IFB in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this IFB 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 contractor 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 vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia or the Federal SAMS website, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the Federal SAMS website.
7. Any contract resulting from this IFB 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 contractor 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.
9. The Contractor agrees that in the case of failure on his part to execute the said contract and the bonds 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..
10. The Contractor 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. Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Sunday.

11. All weather and Holiday days are to be approved in writing by the Public Works Project Manager and/or the County Manager. No extensions will be made for days of bad weather occurring after the building is enclosed. The structure is “enclosed” when the building is or could be sealed, permanently or temporarily, to permit the structure to be heated and the roof is dried in to allow the drywall trades to work, as determined by the Public Works project manager, or their designee as mandated at the pre-construction meeting.
12. The Contractor shall be paid for work performed based upon satisfactory inspections and completion of the agreed upon draw schedule. Contractor’s fee will be paid on a Net 30 basis less 10% retainage.
13. The County and the Contractor recognize that time is of the essence with this project. The County and the Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding 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 Contractor will agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **Five Hundred and 00/100 (\$500.00) 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 Contractor an amount then believed by the County 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 County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

14. Invoicing

- a. 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.
- b. Vendors shall invoice quarterly, by location, including a detailed list of services provided and only after work has been performed (in arrears).
- c. All invoices will be paid in the year in which services are provided.
- d. Vendor to provide contact information for dedicated team member to provide billing inquires. More information is included in the Statement of Qualifications portion of this IFB.
- e. Invoices should be sent via mail or email to:

Accounts Payable  
25 Justice Way, 2220  
Dawsonville, GA 30534  
[cmcmillon@dawsoncounty.org](mailto:cmcmillon@dawsoncounty.org)

15. Pricing

- a. Vendors must use the Vendor's Price Proposal Form as provided within this IFB. Vendors are to submit their proposals on the Cost Proposal Form(s) provided.
- b. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

16. The project will be administered by the Dawson County Board of Commissioners with the Public Works Project Manager, unless otherwise agreed upon in writing, 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.

17. Permits and Licensing

- a. Proof of Licensing: Contractor 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.
- b. The successful vendor 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 vendor, that vendor 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 vendor needs to register with Dawson County Planning and Development Department. As of January 1, 2017, there is not an associated fee.*

F. BONDS

Bid Bond – **5%**  
Payment Bond – **100%**  
Performance Bond – **100%**

G. DETERMINATION OF SUCCESSFUL BIDDER

The contract will be awarded to the lowest responsive, responsible Bidder, if awarded.

a. Responsibility

The determination of the Bidder's responsibility will be made by the County based on whether the Bidder:

- maintains a permanent place of business.

- has the appropriate technical experience, where applicable.
- has adequate plant and equipment to do the work properly and expeditiously and has suitable financial means to meet obligations incidental to this work, where applicable.

The Bidder shall furnish, to the County, all such information and data for this purpose as the County may request.

b. Responsiveness

The determination of responsiveness will be made by the County based on a consideration of whether the Bidder has submitted a complete proposal form without irregularities, excisions, special conditions, or alternative bids for any time unless specifically requested on the proposal form.

H. FINAL SELECTION

Following review of all qualified offers, selection of a single, suitable vendor a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Prior to a recommendation being made to the Board of Commissioners, the apparent lowest, most responsible and responsive bidder will be verified through federal SAMS website as being eligible for federal funding projects. The next step will be to forward response to the Georgia Department of Community Affairs, CDBG for contract approval. Following Commission approval, the County will complete the contract documents to the awarded Contractor for execution along with a Notice of Award letter. Sample contract begins on page 188.

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 vendor 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 IFB package.

**-End of this section-**



### SECTION III – GENERAL TERMS

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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 Contractor's work has been completed in accordance with the contract and in notifying the Contractor 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.

#### Approved

When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

#### Approved Agency

An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved by the building official.

#### 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 Contractor 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), Contractor'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 Contractor and which have been prepared and reviewed by the Engineer/Architect/Architect and are referred to in the Contract Documents.

### Contract Price

Amount payable to the Contractor 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 bids multiplied by the estimated quantities set forth in the bid form.

### Contract Time

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

### Contractor

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 subcontractors, equipment and material suppliers, and their employees.

### Contractor's Plant and Equipment

Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work. The Owner will make available to the Contractor, for his plant, equipment and storage, only the area indicated on the Site Plan within the limits of the work. The Contractor shall confine his operations to his allotted areas to avoid interference with the Building's normal and continued operation. The Contractor's and subcontractor's personnel shall not be permitted to park their cars on Owner's property except in the area designated for construction. The General Contractor 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 Contractor is ordered to perform or refrain from performing work under the contract.

Directed

A command or instruction by Architect. Other terms including “requested,” “authorized,” “selected,” “required,” and “permitted” have the same meaning as “directed.”

Directive

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

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/Architect of the Owner, or such other Engineer/Architect/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 supply and deliver to the job/project site or other specified location ready for unloading, unpacking, assembly, installation and similar operations, any tem, equipment, or material.

Herein

Refers to information presented in the project manual.

Holidays

Legal holidays designated by the Owner.

Indicated

Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including “shown,” “noted,” “scheduled,” and “specified” have the same meaning as “indicated.”

Install

Place, erect, unload, temporarily store, unpack, assemble, anchor, apply, work to dimension, finish, cure, protect, clean, constructing complete in place any item, equipment, or material and similar operations at job/project site.

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.

Project Site

Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

Provide

Furnish and install, complete in place and ready for the intended use.

Punch List

List of incomplete items of work and of items of work which are not in conformance with the contract. The list will be prepared by the Engineer/Architect when the Contractor (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.

### Regulations

Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

### Schedule of Values

A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

### Shall

Refers to actions by either the Contractor or the Owner and means the Contractor 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.

### Special Inspector

A qualified person who demonstrating competence, to the satisfaction of the code enforcement official and registered design professional in responsible charge, for inspection of the particular type of construction or operation requiring special inspection.

### Special Inspection, Continuous

The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.

### Special Inspection, Periodic

The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.

### 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.

### Structural Observation

Visual observation of the structural system by a representative of the registered design professional's office for general conformance to the approved construction documents. Structural observations are not considered part of the structural tests and special inspections and do not replace inspections and testing by the testing agency or special



inspector.

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 Contractor to acceptance under the contract.

Substantial Completion Date

Date shown on the certificate of Substantial Completion.

Terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” mean “directed by the Architect and/or Owner”, “requested by the Architect and/or Owner” and similar phrases. However, no implied meaning shall be interpreted to extend the Architect’s responsibility into the Contractor’s area of construction supervision.

Testing Agency

A qualified materials testing laboratory under the responsible charge of a licensed professional engineer, approved by the code enforcement official and the registered design professional in responsible charge, to measure, examine, test, calibrate, or otherwise determine the characteristics or performance of construction materials and verify confirmation with construction documents.

Will

Refers to actions entered into by the Contractor 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 Contractor 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 Contractor pursuant to the manufacturer's specifications.

### 03 – Permits and Regulations

The Contractor shall obtain and pay for all construction permits, licenses, and easements of a temporary nature necessary for the prosecution of the work. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. The Contractor 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. (See the table of "Required Permits" located in the "Project Technical Specifications- Special Conditions")

The Contractor 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

The Owner shall provide, as indicated on the drawings and not later than the date when needed by the Contractor, the Lands upon which the work under this Contract is to be done, rights-of-way for access to same, and such other lands which are designated on the drawing for the use of the Contractor. Any delay in the furnishing of these Lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract Price and time of completion.

The Contractor shall provide at his own expense and without liability to the owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials.

### 06 – General Warranty and Guarantee against Defective Work

The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve months over and above manufacturer's warranty. This will become effective after the standard manufacturer's warranty where applicable, from the date of Final Acceptance. The Contractor 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 Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor shall provide notarized original documents, executed by appropriate parties, co-execute warranties where specified; execute and assemble warranty documents from

Subcontractors, suppliers and manufacturers; provide table of contents and assemble in three D size ring binder with durable plastic cover; submit prior to final application for payment.

The Contractor'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 Contractor 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 Contractor under this Paragraph shall not include normal wear and tear under normal usage. Replace Work or portions of the Work not conforming to specified requirements. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.

#### 07 – Bonds

The Contractor 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 100% 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 contractors 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 – Contractor's Insurance

##### A. Liability

The Contractor 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 bidder 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 bidder receives a nonrenewal. cancellation, or termination

notice from an insurance carrier affording coverage required herein, the successful bidder 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 contractor 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 Contractor shall indemnify and hold harmless the County, Engineer/Architect, Engineer/Architect's Consultants 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 Contractor, 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 One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as will protect potential bidder or offerer from Workers' Compensation Acts.

#### 09 – Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor 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 Contractor may, if any Subcontractor 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 Contractor 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 Contractor. Assigning or sub-letting the Contract shall not relieve the Contractor or his surety from any Contract obligations.

#### 11 – Joint Venture Contractor

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, proviso 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 Engineer/Architect to the Contractor under this contract, shall be well and sufficiently given to all persons being the Contractor 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 Engineer/Architect 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 Contractor. For a CDBG funded contract, a joint venture can combine their efforts, resources and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally and for which the Section 3 Business Concern: Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture and performs at least 25% of the work and is contractually entitled to compensation proportional to its work.

#### 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 Contractor and the Owner and their respective heir, executors, administrations, successors and assigns.

#### 13 – Business License

Contractors and subcontractors 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 Contractor

The Contractor 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 Contractor.

The Contractor shall coordinate his operations with those of any other contractors 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall so conduct his operations as not to damage existing structures or work installed either by him or by other contractors. 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 Contractor shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.



The Contractor 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 Contractor 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 Contractor, 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, Engineer/Architects employed by the Engineer/Architect, representatives of the Engineer/Architect or the Engineer/Architect either to discover or to bring to the attention of the Contractor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Contractor 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 Contractor 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 Contractor

##### A. Subcontractors, Manufacturers, and Suppliers

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of subcontractors, manufacturers, suppliers and their employees.

##### B. Contractor's Employees

The Contractor 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 Contractor shall pay and require his subcontractors 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 Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors 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 Contractor shall furnish proof of payment of such accounts to the Owner.

##### D. Attention to Work

The Contractor, 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 Contractor alone shall be responsible for the safety of his and his subcontractor's employees. The Contractor 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 Contractor 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 Contractor 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 Contractor, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The Contractor shall provide the Construction Inspector with information requested in connection with the inspection of the work. The Contractor shall submit schedules to the Owner, Architect/Engineer and testing/inspection agencies. Schedules will note milestones and durations of time for materials requiring structural tests/special inspections.

16 – Compliance with Laws

The Contractor 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 subcontractor.

17 – Plans, Specifications, and Design

The Owner shall furnish plans and specifications which represent the requirements of the work as far as practical to be performed under the Contract. 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, and in accordance with Paragraph 82, issue additional instructions, by means of drawings or otherwise, necessary to illustrate change in the work. The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are Imperative mood and streamlined language are generally used in the Specifications. The words “shall,” “shall be,” or “shall comply with,” depending on the context, are implied where a colon (© is used within a sentence or phrase. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

#### 18 – Drawings Furnished

Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor, free of charge, up to 1 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 by the Owner shall not be reused on other work, and with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the 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 bids, unless specifically stated otherwise. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code. Obtain copies of standards where required by product specification sections. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion. If specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding. The contractual relationships, duties, nor responsibilities of the parties in Contract nor those of the Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document. The Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2011 - ASTM C1077, shall be followed.

#### 21 – Division of Specifications and Drawings

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

## 22 – Order of Completion

Before starting work and within fifteen (15) days of issuance of the Notice of Award with the work, the Contractor shall submit to the Engineer/Architect a schedule which shall show the order in which the Contractor 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 Engineer/Architect showing the progress of the past months construction in relation to the approved work schedule.

No payments will be made to the Contractor until the construction schedule has been submitted by the Contractor and approved by the Engineer/Architect.

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

## 23 – Materials, Appliances & Employees

Unless otherwise stipulated, the Contractor 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 Contractor shall furnish satisfactory evidence as to the kind and quality of materials in accordance with section 49 below.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. If at any time before the commencement or during the progress of work, tools, equipment and supervision appear to the Engineer/Architect to be insufficient, inefficient or inappropriate to secure the quality of work required or the proper rate of progress, the Engineer/Architect may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment, as the case may be, and the Contractor shall conform to such order; but the failure of the Engineer/Architect to demand such increase of efficiency, number, or improvements shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner.

## 24 – Survey Information

The Owner will establish reference bench marks and base line identified on the drawings. From the information provided, the Contractor shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, 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. Contractor 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 Contractor shall give the Engineer/Architect 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 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 Contractor is responsible for completion of all work described in the contract documents.

### 26 – Inspection and Testing of Materials

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with the Architect/Owner in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify the Architect of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by the Architect/Owner.
  - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of the Architect.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.

4. Notify the Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by the Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by the Contractor.

### 27 – Substantial Completion

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor 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 Contractors, 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 Contractor shall afford other Contractor’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 – Subcontractors

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

A subcontractor 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 Owners or Engineer/Architects who are familiar with their competence.

### 31 – Access

The Contractor shall maintain access to the property owners adjacent to the Project covered by the Contract.

### 32 – Construction Schedule and Procedures

The Contractor 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 Engineer/Architect may request, the Contractor shall outline to the Engineer/Architect the methods he plans to use in doing the work, and the various steps he intends to take. Failure of the Engineer/Architect to reject the methods or steps proposed by the Contractor shall not relieve the Contractor of his responsibility for the correct and timely performance of the work.

Submit revised schedules with each Application for Payment, identifying changes since previous version. Submit a computer generated network analysis diagram using the critical path PERT method, as outlined in the Associated General Contractor of America (AGC) publication “The Use of CMP in Construction – A manual for General Contractors and the Construction Industry.”

### 33 – Project Management

The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors 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 Contractor 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 for decision before any work affected thereby is begun.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

### 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 Contractor shall provide facilities for such access and inspection. The Contractor must make pertinent records available for review and permit on the job interviews of employees and subcontractor employees to monitor the wages are being honored per the wage determination rate regarding



Davis Bacon Act. The Prime Contractor shall be responsible for compliance of any subcontractor with all labor provisions.

### 35 – Preservation and Restoration

The Contractor shall use every precaution to prevent damage or destruction of buildings, poles and shrubbery. The Contractor 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 Contractor shall be accomplished as soon as construction in the disturbed area is complete.

Throughout the performance of the work, the Contractor 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 Contractors (if any) or to the Owner.

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

The Contractor 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 is on-going he shall remove all waste materials, rubbish and debris from and about 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 Contractor shall clean-up the work areas 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 Contractor 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, Contractor 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 Contractor.



### 36 – Completion of “Punch List” Items

Prior to completion of the project, the Contractor 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 Contractor

#### Contractor’s Representative

The Contractor shall notify the Engineer/Architect and Owner in writing of the name of the person who will act as the Contractor’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 Contractor 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. Should the manufacturer’s instruction conflict with the contract, clarification from the Architect/Engineer and approved by the Owner, shall be received prior to proceeding.

### 38 – Authority of Engineer/Architect

Engineer/Architect will be the initial interpreter of the requirements of the Contract Documents 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 Contractor, any Subcontractor, any Supplier any other person or organization, or to any surety for employee or agent of any of them.

### 39 – Owner-Contractor Coordination

#### Service of Notice

Notice, order, direction, request or other communication given by the Engineer/Architect or Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor 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 Contractor at the address given in the contract document or mailed to the Contractor’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 Contractor two days after the day of mailing. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the County Technical Representative.

### Suggestions to Contractor

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

The Engineer/Architect and 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 Contractor agrees to permit entry to the site of the work by the Owner or other contractors performing work on behalf of the Owner. The Contractor shall afford the Owner, other subcontractors 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 Contractor shall promptly make good any injury or damage that may be sustained by other contractors or employees of the Owner at his hands. The Contractor 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 Contractor, the Owner shall arrange meetings with other contractors performing work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other contractors.

Differences or conflicts arising between the Contractor and other contractors employed by the Owner or between the Contractor and the works of the Owner with regard to their work, shall be submitted to the Engineer/Architect for his review of the matter. If the work of the Contractor is affected or delayed because of any act or omission of other contractors or of the Owner, the Contractor may submit for the Engineer/Architect's consideration, a documented request for a change order, submitted on the current standard AIA forms.

## 40 – Interpretation of Specifications and Drawings

### General

The specifications and drawings are intended to be explanatory of each other. Work specified on the drawings and not in the specifications, or vice versa, shall be executed as if specified in both.

### Request for Clarification

In the event the work to be done or matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer/Architect for further explanations as may be necessary and shall conform thereto so far as may be consistent with the terms of the contract. In the event of doubt or question arising respecting the true meaning of the specifications or drawings, reference shall be made to the Engineer/Architect for his decision.

## 41 – Discrepancies in Specifications and Drawings

### Errors and Omissions

If the Contractor, 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 Engineer/Architect and Owner in writing. 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 Contractor accordingly.

If the corrective work associated with an error or omission increases or decreases the amount of work called for in the contract, the Engineer/Architect shall issue an appropriate change order. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at his risk unless authorized, in writing, by the Engineer/Architect through 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 Contractor shall request a clarification from the Engineer/Architect. For any event where the Contractor claims any ambiguities or discrepancies within the specifications, the Contractor may assume that the higher, greater and most stringent specification or standard applies. Adjust products to appropriate dimensions, position before securing products into place.

#### 42 – Material, Equipment and Workmanship

Unless otherwise specifically stated in the contract documents, the Contractor 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. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and other services as applicable, and to initiate instructions when necessary. The Contractor is to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to the manufacturers' written instruction. Submit such report within fifteen (15) days of observation to the Architect/Engineer and/or Owner for information.

#### 43 – Demonstration of Compliance with Contract Requirements Inspection

To demonstrate his compliance with the contract requirements, the Contractor shall assist the Engineer/Architect and Owner in the performance of inspection work.

The Contractor shall grant the Engineer/Architect/Local/State/Federal Officials 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 Contractor shall provide information requested by the Engineer/Architect in connection with inspection work.

If the contract documents, laws, ordinances, or any public regulatory authority require parts of the work to be specially inspected, tested or approved, the Contractor shall give the Engineer/Architect adequate prior written notice of the availability of the subject work for examination.

If parts of the work are covered in contravention of the Engineer/Architect's directive, the cost of exposing the work for inspection and closing shall be borne by the Contractor 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 Engineer/Architect's directive to the contrary, the Contractor shall, if directed by the Engineer/Architect/ Local/State/Federal Officials, uncover, expose or otherwise make available for inspection, portions of covered work.

If it is found that such work is defective, the Contractor shall bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the contract, the Contractor 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 Contractor as necessary to determine compliance with the Contract Documents.

Two copies of the testing reports are to be submitted to the Architect/Owner and to the Contractor after each test/inspection promptly and are to include at least the following:

- a. Date issued.
- b. Project title and number.
- c. Name of inspector.
- d. Date and time of sampling or inspection.
- e. Identification of product and specifications section.
- f. Location in the Project.
- g. Type of test/inspection.
- h. Date of test/inspection.
- i. Results of test/inspection.
- j. Conformance with Contract Documents.
- k. When requested by the Architect, provide interpretation of results.

#### Certification

In cases where compliance of materials or equipment to contract requirements is not readily determinable through inspection and tests, the Engineer/Architect shall request that the Contractor 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 Contractor 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 Contractor.

#### 44 – Project Meetings

Project meetings will be held on site as often as deemed necessary by the Engineer/Architect throughout the construction period. Meetings will normally be held monthly. Contractor'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 Invitation for Bid.

##### 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. Service meter readings and equipment on site/materials delivered must be included in report.

#### Description

The Contractor 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.

#### 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. All payment submittals shall be consistent with format of AIA document G703.

Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.



Indicate separate amounts for work being carried out under Owner-requested project acceleration.

Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.

Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.

Provide summary documentation for stored materials indicating the following:

Value of materials previously stored and remaining stored as of date of previous Applications for Payment.

Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.

Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

Transmittal: Submit one signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

When an application shows completion of an item, submit conditional final or full waivers. Owner reserves the right to designate which entities involved in the Work must submit waivers.

Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

List of subcontractors.

Schedule of values.

Contractor's construction schedule (preliminary if not final).

Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.

Products list (preliminary if not final).



Sustainable design action plans, including preliminary project materials cost data.  
Schedule of unit prices.  
Submittal schedule (preliminary if not final).  
List of Contractor's staff assignments.  
List of Contractor's principal consultants.  
Copies of building permits.  
Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.  
Initial progress report.  
Report of preconstruction conference.  
Certificates of insurance and insurance policies.  
Performance and payment bonds.  
Data needed to acquire Owner's insurance.

Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

#### Schedule Revisions

Revisions to the accepted construction schedule may be made only with the written approval of the Contractor 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 Contractor 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.

#### 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. 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 Contractor shall submit descriptive information which will enable the Engineer/Architect to determine whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications.

##### Contractor's Responsibilities

The Contractor 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 Contractor 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 Contractor shall insure that there is no conflict with other submittals and shall notify the Engineer/Architect in each case where his submittal may affect the work of another contractor or the Owner. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer/Architect with regard to a submittal. These dealings shall be limited to contract interpretations.

##### Transmittal Procedure

##### General

**Submittals not requested will not be recognized or processed.** Before each submittal, the Contractor 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 Contractor'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 Contractor's obligations under the Contract documents with respect to the Contractor's review and approval of that submittal.

#### Deviation from the Contract

If the Contractor proposes to provide material, equipment, or method of work which deviates from the project manual, the Contractor shall give the Engineer/Architect 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 Contractor shall cause a specific notation to be made on each shop drawing and sample submitted to the Engineer/Architect.

#### Submittal Completeness

Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

#### Review Procedure

Review shall not extend to means, methods, techniques, sequences, or procedures of construction, or to verifying quantities, dimensions, weights or gages, or fabrication processes, or to safety precautions, or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

The Contractor shall submit six copies of all specified information. Unless otherwise specified, within 30 calendar days after receipt of the submittal, the Engineer/Architect shall review the submittal and return one copy of the submittal with comments. The returned submittal shall indicate one of the following actions:

1. If the review indicates conformance with the drawings and specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event, the Contractor may begin to implement the work or incorporate the material or equipment covered by the submittal.
2. If the review indicates limited corrections are required, submittal copies will be marked "MAKE CORRECTIONS NOTED".

The Contractor may begin implementing the work or incorporate the materials or equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in Operations and Maintenance (O&M) data, a corrected copy shall be provided.

3. If the review indicates that the submittal is insufficient or contains incorrect data, submittal copies will be marked "AMEND AND RESUBMIT". Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and

returned marked either “NO EXCEPTION TAKEN” or “MAKE CORRECTIONS NOTED”.

4. If the review indicates that the submittal does not comply with the plans and specifications, submittal copies will be marked “REJECTED – SEE REMARKS”. Submittals with deviations which have not been clearly identified will be rejected. Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either “NO EXCEPTIONS TAKEN” or “MAKE CORRECTIONS NOTED”.

#### Effect of Review of Contractor’s Submittals

Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposed to provide, shall not relieve the Contractor of his responsibility for errors and omissions therein and shall not be regarded as an assumption of risks or liability by the Owner or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, or the method of work, material, or equipment so reviewed. A mark of “NO EXCEPTION TAKEN” or “MAKE CORRECTIONS NOTED” shall mean that the Engineer/Architect has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

#### 50 – Requests for Substitution

The Engineer/Architect and 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 Agent and shall include sufficient data to enable the Engineer/Architect to assess the acceptability of the material or equipment for the particular application and requirements.

The written application for approval of a proposed substitute (attached on page 225) must be accompanied by technical data which the party requesting approval desires to submit in support of his application. The application and accompanying documents must be received via email at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org) no later than the date specified for submitting questions. The Engineer/Architect will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, or any other written information that is reasonable in the circumstances. The materials to be submitted at time of request are listed on the written application.

The application must be sent to the **Purchasing Manager** for approval of a proposed substitute and must be accompanied by a schedule setting forth in what respects the material or equipment submitted for consideration differs from the materials or equipment designated in the Contract Documents. The degree of proof required for approval of a proposed substitute as equivalent to a named product is the amount of proof necessary to convince the

Engineer/Architect beyond all doubt. To be acceptable, a proposed substitute must, in addition, meet or exceed all express requirements of the Contract Documents.

If submittal is approved by the Engineer/Architect, an addendum will be issued to all prospective bidders by the date established as the questions and answers period for this IFB. Unless requests for changes are received and approvals are published by addendum in accordance with the above procedure, the successful bidder shall be held responsible for furnishing items and materials of the trade names or manufacturer's names called for in the specifications. The Engineer/Architect shall be the final judge on competence of equivalence.

#### 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. Tests will be performed under provisions identified in this section and identified in the respective product specifications sections. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary. Representative should report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals and finishes. Accepted mock-ups are representative of the quality required for the work. Where mock-ups have been accepted by the Architect/Engineer and is specified in product specifications sections to be removed, remove mock-up and clear area when directed to do so. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. Comply with manufacturers' instructions, including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from the Architect before proceeding. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate. Comply with Manufacturers' tolerances. If the manufacturers' tolerances conflict with Contract Documents, request clarification from the Architect before proceeding. Adjust products to appropriate dimensions; position before securing products in place. Have Work performed by persons qualified to produce required and specified quality. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

#### 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 Engineer/Architect or 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 five (5) 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, applicable products, models, options, 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

Three (3) 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 /Architect /Engineer 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 /Architect /Engineer 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.

**Seasonal Operation:** These instructions consist of the manufacturer's directions for other seasons within 6 months. The Contractor is to perform these instructions.

**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 shall be delivered to the Owner.



#### 54 – Record Drawings

Record drawings refer to those documents maintained and annotated by the Contractor 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; (2) additional documents such as schedules, lists, drawings, and electrical and instrumentation diagrams included in the specifications; (3) Contractor 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 Engineer/Architect. Record documents shall not be used for construction purposes and shall be available for review by the Engineer/Architect during normal working hours at the job site. Prior to final inspection, all record drawings shall be submitted to the Engineer/Architect.

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.

Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections. Abbreviations: Materials and products are identified by schedule on Drawings.

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”.

Shop drawings are documents prepared to scale that indicate in detail the fabrication, construction, dimensions, layout, pattern, installation, co-ordination drawing and other information prepared specifically for this project. Shop drawings shall be newly prepared drawings and not reproductions of contract documents. The Architect and/or Owner, at their discretion, will provide contract CAD files without the Architect’s title of the floor plan and reflected ceiling plan for use as backgrounds only. The Contractor shall be responsible to ensure these reflect the current scope of work including any revisions. Other CAD files will not be provided.

The Architect will submit the number of opaque reproductions which the Contractor requires, plus two copies; which will be retained by the Architect/Engineer (1 copy) and the Owner (1 copy).

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

#### 55 – Protection of the Public and Property

The Contractor 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 as required by law. Such facilities shall be maintained throughout the life of this contract. This includes protection non-owned vehicular traffic, stored materials, site and structures from damage.

#### 56 – Protection of the Owner’s Property

The Contractor 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 Contractor 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 contractor must request and receive permission from the Owner.

The Contractor shall provide barriers to prevent unauthorized entry to construction areas to allow for Owner’s use of surrounding site, and to protect existing facilities and adjacent properties from damage from construction operations. Barrier shall be equivalent of 6’ high chain link fence. The Contractor shall protect existing pool, pool deck, fencing and improvements from damage.

The Contractor shall provide protective coverings at walls, projections, jambs, sills, and soffits of openings; protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials; prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

#### 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.

No property owner shall be denied vehicular access to his property for any length of time, other than that, as determined, by the Engineer/Architect, is absolutely necessary.

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 plus 200 feet. Trenches shall be backfilled and compacted as soon as the pipe is laid. Where access to parking lots is to be denied, the Contractor 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, lane or street closings, and detours 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 cap, vest and flag for flagmen. 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.

Flagmen, equipped with fluorescent orange cap, vest and flag, will be provided by the Contractor and placed. Traffic cones shall delineate the full length of the lane closure, including transitions.

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

#### Safety

The Contractor 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 Contractor shall remove all equipment, tools, and any other hazards in the traveled portion of the roadway.

When construction necessitates suspension of an existing traffic signal operation, the Contractor shall furnish an off-duty police officer to regulate and maintain traffic control at the site.

#### Enforcement

In the event that compliance with these measures is not achieved, the Engineer/Architect or Owner may shut-down all operations being performed. The Engineer/Architect or Owner shall also withhold any payments due, until the above requirements have been met. At any time during the course of the work, the Engineer/Architect or 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 Engineer/Architect or Owner or by any entity enlisted by the Engineer/Architect or Owner, to correct situations of public hazard shall be deducted from monies due the Contractor.

#### Compensation

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

#### 58 – Lot Corners

In the course of the construction work, it may be necessary to disturb and remove the established lot or property corners of some of the properties. The Contractor shall be required to record all property corners and replace them after the construction is completed.

All lot or property corners removed as described above, or all lot or property corners destroyed by the Contractor's operations shall be replaced at the expense of the Contractor by a Land Surveyor registered in the State of Georgia. The Contractor shall provide certification from the Land Surveyor for all reset property corners.

#### 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 Contractor of his responsibility under this requirement. The Contractor shall be responsible for the cost of repairs to any damaged underground facilities; even when such facilities are not shown on the plans. The Contractor 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 Contractor 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 Contractors' operations shall be conducted as to interfere as little as possible with utility service. Any proposed interruption by the Contractor 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 Contractor 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 Contractor shall be protected and kept in service by the Contractor and the Contractor shall notify the respective utility's owner that the line has been or will be uncovered. The Contractor 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 Contractor'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 Contractor 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 Contractor as a result of being disturbed, exposed or unsupported, the Contractor 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 Contractor 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 Contractor 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 Contractor shall notify the Engineer/Architect and the local utility company in writing, with copy to the Owner, 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 Architect will coordinate the proposed interruption service with the Owner and notify the Contractor of approval or disapproval of the proposed interruption and the restrictive conditions connected therewith. The Contractor is solely responsible to coordinate with and notify the Local Utility Company. The Contractor 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.

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor\_ will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.



5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Affirmative Action for Handicapped Workers

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the contractor's noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.



The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The contractor will include the provisions of this clause in every subcontractor purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### 61 – Material Delivery, Handling, and Storage

The Contractor shall schedule and sequence the delivery of material and equipment such that installation can be accomplished in a timely manner. The Contractor 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 Contractor 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 Contractor shall submit, for the Engineer/Architect's review, a plan showing all designated storage and assembly areas. Should the Contractor choose to store material or equipment or use for assembly property which is not owned by the Owner or the Contractor, a letter of permission signed by the legal owner of the property shall be obtained by the Contractor and submitted to the Engineer/Architect 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. Payment shall not be made for "Stored Materials" for any material stored at locations or in any manner not suitable to the Owner.

#### 62 – Maintenance During Construction

The Contractor 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.

Upon completion of the work, the Contractor 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 Contractor 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 Contractor 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 Contractor via the emergency phone numbers, the Contractor 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 Contractor.

#### 64 – Compensation

Any compensation claimed by the Contractor due to emergency work shall be subject to review by the Engineer/Architect and approval of the Owner.

#### 65 – Safety and Health Regulations

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor or any sub-contractor an account of any accident, the Contractor shall promptly report the facts to the Owner, giving full details in writing of the claim.

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

#### 68 – Sanitary Provisions

The Contractor 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 Contractor 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 Contractor. Structures will not be permitted for the housing of men.

Installation, removal of, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner, Architect, testing agencies, and authorities having jurisdiction. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits. Provisions and procedures shall comply with OSHA and other governmental requirements.

#### 70 – Cleaning Up

The Contractor 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, no less than weekly and disposed legally off-site. Where complete restoration is not reasonable until testing or inspection is complete, the Contractor 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. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust. Open free-fall chutes are not permitted; however, closed chutes into appropriate containers with leads are permitted.

#### 71 – Electrical Energy

The Contractor 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 Contractor shall provide all temporary wiring,

switches, connections and meters to provide single phase branch circuits for power and lighting.

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. This artificial light must be installed to achieve a minimum lighting level of 5 footcandles for general construction and 25 footcandles for painting, finishing and inspections.

There shall be sufficient heating as needed to maintain specified conditions for construction operations such as general enclosed spaces to be a minimum of 40°F and finishing operation to be a minimum of 55°F. The Contractor must provide higher temperatures as required for specific products or installation.

Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

The Contractor shall ventilate enclosed areas to assist cure of materials, to dissipate humidity and to prevent accumulation of dust, fumes, vapors or gases.

The Contractor shall remove all temporary electrical service and appurtenances prior to final acceptance by the Owner. Where permanent electrical service is required, the Contractor 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 Contractor 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. Remove underground installations to a minimum depth of 2 feet (600 mm), grade site as indicated.

#### 72 – Water Supply

The Contractor shall provide all water required to successfully perform the work. All water provided by the Contractor 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 Contractor shall remove all temporary water service and appurtenances prior to final acceptance by the Owner. Remove underground installations to a minimum depth of 2 feet (600 mm), grade site as indicated.

The Contractor is to provide potable water adequate for personnel at the project site; and furnish paper cups and waste receptacles for such.

#### 73 – Environmental Impact

The Contractor 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, alcohol, tobacco and/or vape products 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 Contractor 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 Contractor 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.

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.

Not later than the fifth day of every month the Contractor shall prepare and submit a Request for Periodic Payment, along with an Affidavit of payment of claims, covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of values for such items together with such supporting evidence as may be required by the Engineer/Architect; however, the Owner reserves the right to request additional information from the Contractor.

Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.

Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.

Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

Identification: Include the following Project identification on the schedule of values:

Project name and location.  
Name of Architect.  
Architect's Project number.  
Contractor's name and address.  
Date of submittal.

Arrange schedule of values consistent with format of AIA Document G703.

Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:

Related Specification Section or Division.  
Description of the Work.  
Name of subcontractor.  
Name of manufacturer or fabricator.  
Name of supplier.  
Change Orders (numbers) that affect value.  
Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.  
Labor.  
Materials.  
Equipment.



- Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent (5%) of the Contract Sum.
- Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
- Differentiate between items stored on-site and items stored off-site.
- Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
- Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
- Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
- Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent (5%) of the Contract Sum and subcontract amount.
- Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

This estimate may also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site or stored in an approved location and suitably protected but not as yet incorporated in the work. Under no circumstances shall any material or equipment, for which payment has been made by the owner to the Contractor, be sold, returned to the supplier or otherwise moved from storage except for incorporation into the work as covered in this contract without written authorization from the Owner. Payments shall be made for materials stored off- site only if said materials are stored in an independent bonded warehouse and if all costs of storage, insurance, loading and transfer for such materials is paid for by the Contractor. The Contractor shall submit to the Owner bills of lading and bonds with any request for such payment.

Not later than the 30<sup>th</sup> day after submitting an accepted, approved and correct estimate along with all required documentation (as per these contract documents) as detailed in the above paragraph, the Owner shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the Owner, as long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Owner, the Owner shall retain 10% of the gross value of the completed work as indicated by the current approved estimate.

After the gross value of completed work becomes equal to 50% of the total Contract amount within a time period satisfactory to the Owner, then the Owner will continue to retain the 10% of the first 50% of the work but will not require any additional retainage; provided, however, that if work is unsatisfactory or falls behind schedule, retention may be resumed at the



previous level after notification to the Contractor. Amounts unpaid at the end of the 30 days after the billing date shown on each invoice shall bear interest at the rate of one percent (1%) per month not to exceed three months (3%).

The Contractor shall also submit with each Request for Periodic Payment a progress report on a form approved by the Engineer/Architect 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 Contractor 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 contractor 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 Contractor shall submit evidence satisfactory to the Engineer/Architect and Owner 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 Contractor 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.

Special Payment Provision: For contractor where payment bonds have been waived, all Requests for Periodic payment forms submitted by the Contractor shall be accompanied by payment affidavits from each subcontractor/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)contractor/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 fifteen (15) days of issuance of the Notice of Award, on lump sum contracts, the Contractor 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 Contractor, 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 Contractor as a means to force acceptance or completion. It shall be the responsibility of the Contractor 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 Contractor to consider the amount of time any particular portion of this job may be used prior to Final Acceptance and bid the job accordingly.

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 Contractor.

Failure of the Contractor to make payments properly to Sub-contractors or for material or labor.

Damage to another Contactor.

When the above grounds are removed or the Contractor 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 Contractor as stated in the contract.

#### 78 – Final Payment Application

After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

Evidence of completion of Project closeout requirements.

Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

Updated final statement, accounting for final changes to the Contract Sum.

AIA Document G706.

AIA Document G706A.

AIA Document G707.

Evidence that claims have been settled.

Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

#### 79 – Contract Time

##### General

Time shall be of the essence of the contract. The Contractor 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 Paragraph 46. During periods when weather or other conditions are unfavorable for construction, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Engineer/Architect, the Contractor 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. The proposed revision shall be submitted to the Engineer/Architect in accordance with Paragraph 46. 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 Contractor's expense.

The Contractor shall pay all costs incurred by the Owner which result from the Contractor's action to return the project to its accepted schedule. The Contractor agrees that the Owner shall deduct such charges from payments due the Contractor. 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 Contractor of responsibility for planning and managing construction work in conformance with the construction schedule.

#### Delays

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

If this cannot be done, the Engineer/Architect 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 Contractor of his determination. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Engineer/Architect 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 Contractor 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 other parts of the work nor the completion of the whole work within the contract time.

Time associated with the reasonable interference of other contractors 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 Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees to pay the liquidated damages.

Unavoidable Delays: For delays which the Contractor 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 Engineer/Architect shall review the Contractor's submission and determine the number of days of unavoidable delay and the effect of such unavoidable delay on controlling operations of the work.

Upon concurrence with the Engineer/Architect, the Owner agrees to grant an extension of time to the extent that unavoidable delay 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 Contractor to the Owner.

It is understood and agreed by the Contractor 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 Contractor and Owner that during such extension of time, no extra compensation shall be paid to the Contractor.

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 Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages, specified in Section 86 below.

#### 80 – Omissions

The drawings and specifications shall both be considered as a part of the contract. Any work and material shown in the one and omitted in the other, or described in the one and not in the other, or which may fairly be implied by both or either, shall be furnished and performed as through shown in both, in order to give a complete and first class job.

The Contractor shall be fully responsible to the Owner and to the Engineer/Architect for all acts and omissions of the Subcontractors, Suppliers and other persons and organization performing or furnishing any of the work under a direct or indirect contract

#### 81 – Differing Site Conditions

The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer/Architect 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 Contractor 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. In giving instructions, the Engineer/Architect shall have authority to make minor changes in the work which does not involve extra cost and is consistent with the purpose of the work. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

Modification of Quantities: The itemized quantities shall be considered by the Contractor as the quantities required to complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or lesser than the quantities shown on the items, an amount equal to the difference in quantities at the unit price bid for the items will be added to or deducted from the Contract Sum.

When itemized quantities are not given in the Proposal, the work shown on the plans or specifications shall be considered by the Contractor to be included in his contract for the lump sum prices bid.

If the prices submitted by the Contractor pursuant to a Change Order cannot be agreed to mutually by the Owner, then the Contractor shall perform the Work, maintain accurate records reviewable by the Engineer/Architect and Owner, and the Engineer/Architect shall recommend to the Owner a reasonable cost plus overhead and profit pursuant to the Contract Documents. The combined reasonable overhead and profit shall not exceed fifteen percent (15%) in any case. Contractor shall maintain all records of the job for three (3) years after final payment and all other pending matters are closed.

### 83 – Force Account and Extra Work

If the Engineer/Architect orders, in writing, the performance of any work not covered by the plans or included in the specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

Reasonable allowance for overhead and profit combined to be included in the total cost to the Owner shall be based on the following schedule:

For the Contractor, for any work performed by the Contractor's own forces, an amount not to exceed fifteen percent (15%) of the cost.

For the Contractor, for any work performed by the Contractor's Subcontractor, seven and one-half percent (7-1/2%) of the amount due the Subcontractor. The Owner will not recognize subcontractors of subcontractors. To facilitate checking of quotations for extras or credits, however, all proposals shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. The burden of proof of cost rests upon the Contractor. Where major cost items are subcontracts, they shall be itemized also. All changes require written approval prior to commencing work.

The term "Cost" shall cover all payroll charges for persons employed and supervision required under the specific Order, together with all workmen's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-



driven equipment at the current Associated Equipment Distributors (AED) rate; and any other costs incurred by the Contractor as a direct result of executing the Order, if approved by the Engineer/Architect and the Owner.

Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered. The cost of the work shall be submitted to the Engineer/Architect along with the monthly pay request.

#### 84 – Claims for Extra Cost

If the Contractor claims that any instructions by drawings or otherwise issued after the date of the Contract involved extra cost under the Contract, he shall give the Engineer/Architect written notice thereof within twenty (20) calendar days after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made. Otherwise, it will be assumed that the instructions or changes incur no additional cost.

Extra work not included the Scope of Work but, authorized after the date of the contract cannot be classified as coming under any of the contract units may be done at mutually agreed upon unit price or on a lump sum basis, or under the provision of Section 83 above.

Extra costs that result from delays, which cause an interruption in the orderly progress of work, as described in Section 79 above, will be considered under the following conditions:

No claim will be considered for delays less than five (5) hours in duration.

No claim will be considered in cases where the Contractor is able, without undue hardship, to shift his work crew to other productive work on the same project in the same general work area.

The claim for extra cost due to delay shall be computed on a cost plus percentage basis as specified in Section 83 above.

Unavoidable delays caused by weather as defined in Section 79 above, shall be cause for extensions of time. However, damage to the Contractor caused by weather or an Act of God shall not be cause for additional compensation or monetary adjustment.

#### 85 – Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all material condemned by the Engineer/Architect, or as determined by the Engineer/Architect as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor 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 Contractors destroyed or damaged by such removal or replacement.

If the Contractor 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 Contractor.

#### 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 Contractor, or for the Owner to be paid directly by the Contractor the sum of **Five Hundred Dollars (\$500.00)** as fixed and agreed to as liquidated damages for each calendar day of delay until the work is complete. The Contractor, 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 Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor.

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

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

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

##### Abandonment of Work

This Contract may be terminated by the Owner upon seven (7) days written notice to the Contractor in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the Contractor 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 Contractor, 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 Contractor 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; subcontractors 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 Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to the Contractor by the Owner will not release the Contractor from liability.

### Default Termination

The Owner may, if in the Owner's sole judgment and upon written notice to the Contractor, 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 Contractor 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 Contractor is in material default in carrying out any provisions of this Contract for a cause within its control;

If the Contractor 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 Contractor or for all or any substantial part of the property of the Contractor; or if the Contractor 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 Contractor 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 Contractor is adjudged a bankrupt;

If the Contractor 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 Contractor fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment;

If the Contractor fails to make prompt payment to Subcontractors for materials or labor, unless Contractor otherwise provides Owner satisfactory evidence that payment is not legally due;

If the Contractor persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction;

If the Contractor substantially violates any provision of the contract documents;

or

If, after the Contractor 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 Contractor and may finish the work by whatever method the Owner may deem expedient. In such case, the Contractor 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 Contractor for those costs reimbursable to Contractor 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 subcontractors or vendors 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Engineer/Architect, and to the extent specifically produced or specifically acquired by the Contractor 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 Engineer/Architect, 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 Engineer/Architect;

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 Contractor 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 Engineer/Architect 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 Engineer/Architect or Owner may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor, and in which the Owner has or may acquire an interest.

The Contractor 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 Contractor, but without direct charge to the Owner, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor 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 Contractor pursuant to paragraph three (3) there shall be deducted:

All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this Contract;

Any claim which the Owner may have against the Contractor;

Such claim as the Engineer/Architect 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 Contractor or sold, pursuant to the provisions of paragraph four (4); and not otherwise recovered by or credited to the Owner.

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

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

#### 89 – Contractor'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 Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the Owner and the Engineer/Architect, 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.

### **Federal Funding Termination**

In the event that federal funding is terminated or otherwise unavailable for the purpose of compensating the contractor, this Contract is null and void, releasing the Contractor and the Owner from further obligations contained herein.

### 90 – Disputes Resolution

All claims, disputes and other matters in question between the Contractor 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, joinder or joint filing, any additional person or entity to the final resolution of the matter in controversy.

The Contractor hereby further agrees that, should any subcontractor or supplier to the Contractor file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Contractor, then the Contractor shall indemnify and hold harmless the Owner, its employees, agents, and representatives, the Engineer/Architect, 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 Contractor 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 Contractor 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. Contractor 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. Contractor, 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 Contractor, 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 Contractor.

### 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 Contractor'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 contractor shall notify the owner prior to the disposal of any salvageable material.

#### 96 - Samples

The Contractor shall submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices and coordinate sample submittals for interfacing work.

The Contractor shall submit samples of finishes from the full range of manufacturers' standard colors, unless custom colors are listed in individual specification sections, textures, and patterns for Architect/Engineer selection.

The Contractor shall include identification on each sample, with full Project information.

Submit one set of samples unless additional samples are specified in individual specification sections; which will be retained by Architect/Engineer and/or Owner.

Reviewed samples which may be used in the Work are indicated in individual specification sections.

#### 97 – Specification Format & Content Explanation

This Section is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions. None of the explanations shall be

interpreted to modify the substance of Contract requirements.

**Specification Format:** These Specifications are organized into Divisions, Sections, or Trade Headings based on the Construction Specifications Institute's 2004 Edition format and the MASTERFORMAT numbering system. This organization conforms generally to recognized construction industry practice.

**Specification Content:** This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.

Imperative Language is used generally in the Specifications. Requirements expressed imperatively are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.

**Assignment of Specialists:** The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

**Trades:** Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

#### 98 – Drawing Symbols

Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards," published by John Wiley & Sons, Inc., eleventh edition.

**Mechanical/Electrical Drawings:** Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.

#### 99 – Industry Standards

**Applicability of Standards:** Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

bound or copied directly into Contract Documents. Such standards are made a part of the Contract Documents by reference. The Contractor shall keep such standards available at the Project Site for reference.

Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as applicable.

Unreferenced standards are not directly applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards. Standards listed in “References” or “Quality Assurance” portions of the specifications are intended to apply as if referenced in greater detail.

Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents unless a specific date is indicated.

Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.

Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

100 – Standard Federal Equal Employment Opportunity Construction Contract Specifications – Executive Order 11246

1. As used in these specifications:

a. “Covered Area” means the geographical area described in the solicitation from which this contract resulted.

b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

c. “Employer Identification Number” means the Federal Social Security Number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

A Minority Group Member is:

... American Indian or Alaskan Native

consisting of all persons having origins in any of the original people of North American and who maintain cultural identification through tribal affiliations or community recognition.

... Black

consisting of all persons having origins in any of the Black racial groups of Africa.

- ... Asian or Pacific Islander  
consisting of all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Sub-Continent or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippines and Samoa.
- ... Hispanic  
consisting of all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin.
- ... Cape Verde an  
consisting of all persons having origins in the Cape Verde Islands.
- ... Portuguese  
consisting of all persons of Portuguese, Brazilian or other Portuguese culture or origin.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan.

Each Contractor or subcontract participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these specifications. The goals set for the Contractor in the solicitation from which this contract resulted are expressed as percentages in the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minority or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the

completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its *effort* to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notifications to the Regional Director when the union or unions, with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Supervisors etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to, and discussing the Contractor's EEO policy with, other Contractors and subcontractors with whom the Contractor anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notifications to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraph 7a through p). The efforts of a contractor



association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph 7a through p of these Specifications provided that the Contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any subcontract with any person for firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, terminations and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of



local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Executive Order 11375

Amending Executive Order No. 11246, Relating to Equal Employment Opportunity

It is the policy of the United States Government to provide equal opportunity in Federal employment and in employment by Federal contractors on the basis of merit and without discrimination because of race, color, religion, sex or national origin.

The Congress, by enacting Title VII of the Civil Rights Act of 1964, enunciated a national policy of equal employment opportunity in private employment, without discrimination because of race, color, religion, sex or national origin.

EXECUTIVE ORDER No. 11246 1 of September 24, 1965, carried forward a program of equal employment opportunity in Government employment, employment by Federal contractors and subcontractors and employment under Federally assisted construction contracts regardless of race, creed, color or national origin.

It is desirable that the equal employment opportunity programs provided for in EXECUTIVE ORDER No. 11246 expressly embrace discrimination on account of sex.

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered that EXECUTIVE ORDER No. 11246 of September 24, 1965, be amended as follows:

(1) Section 101 of Part I, concerning nondiscrimination in Government employment, is revised to read as follows:

“Section 101. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive, continuing program in each EXECUTIVE department and agency. The policy of equal opportunity applies to every aspect of Federal employment policy and practice.”

(2) Section 104 of Part I is revised to read as follows:

“Section 104. The Civil Service Commission shall provide for the prompt, fair, and impartial consideration of all complaints of discrimination in Federal employment on the basis of race, color, religion, sex or national origin. Procedures for the consideration of complaints shall include at least one impartial review within the EXECUTIVE department or agency and shall provide for appeal to the Civil Service Commission.”

(3) Paragraph (1) and (2) of the quoted required contract provisions in section 202 of Part II, concerning nondiscrimination in employment by Government contractors and subcontractors, are revised to read as follows:

“(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

“(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.” (4) Section 203(d) of Part II is revised to read as follows:

“(d) The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer’s practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this ORDER or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the ORDER. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.”

101. Notice of Requirement for Affirmative Action to Equal Employment Opportunity (Executive Order 11246)

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment . Opportunity Construction Contract Specifications” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, area as follows:

<u>Timetable:</u>	<u>Goals for minority participation</u>	<u>Goals for female participation</u>
Until Further Notice	19.5%	6.9%

These goals are applicable to each non-exempt contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally assisted or non-Federally related project, contract or sub-contract.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is an area containing mountain tourism, mountain settlement heritage, and racecar/moonshine history; with a strong base of retail and service businesses; the area promotes senior-friendly communities and recreation; it has family farms and active agricultural operations will continue, including poultry, cattle, equestrian estates, crops, specialty crops, and forestry, among others. Dawson County lies within the City of Dawsonville, GA. Dawson County's wages lag far behind the state and national wages in almost every category recorded by the Bureau of Labor Statistics. Dawson County's average annual wage in 2012 was only 54 percent of the state average annual wage, and 50 percent of the national annual wage. While the number of jobs in the county is increasing, they are not increasing as fast as the population and are increasing fastest in sectors with lower wages (retail trade, accommodation and food service, etc.). Since higher paying jobs reside in other counties, a majority of the county's growing labor force leaves the county each day for work. Meanwhile, just over half of the county's jobs are filled by Dawson County residents. Workers enter the county from neighboring counties to work. The median household income of Dawson County in 2007 was \$56,201, which was significantly higher than the state of Georgia (\$48,540) and the United States (\$50,007) median income. Meanwhile, average annual pay for those who work in Dawson County (and may live in other counties) is only \$26,104, which trails the state of Georgia (\$48,204) and the United States (\$52,000). Employment has increased by more than 368 percent between 1990 and 2012, rising from 1,151 to 8,029, according to the Bureau of Labor Statistics. With projected population growth between 2005 and 2030, the employment is expected to increase to 19,982, an increase of 151 percent, according to the Dawson County's Policy Directions Report. Dawson County's labor force consisted of approximately 11,332 workers for 2016. Some of the County's largest employers (excluding all government agencies) are: • BTD Manufacturing • Caretenders Visiting Services • Gold Creek Foods • Home Depot • Ingles • Kroger • North Georgia Premium Outlets • SleeveCo • Walmart. The County's unemployment rate was 4.9% at the beginning of 2016 and ended the year with a rate of 4.5 %. Each year, the Georgia Department of Community Affairs (DCA) ranks counties based on economic factors such as employment, income level and business. This report ranks Georgia into four (4) tiers, as required by the Georgia Job Tax Credit Law. Counties receiving Tier 1 ranking are the poorest while those receiving a Tier 4 ranking are the most

prosperous. Dawson County was ranked in Tier 4 for 2017. Dawsonville, GA, a Non-SMSA County, 036 – Atlanta – including Banks, Barrow, Bartow, Carroll, Clarke, Coweta, Dawson, Elbert, Fannin, Floyd, Franklin, Gilmer, Gordon, Greene, Habersham, Hall, Haralson, Hart, Heard, Jackson, Jasper, Lamar, Lumpkin, Madison, Morgan, Oconee, Oglethorpe, Pickens, Pike, Polk, Rabun, Spalding, Stephens, Towns, Union, Upson and White. Dawson County is included in the Georgia Mountains Regional Commission which also include the following Counties: Banks, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union, and White.

102 - Federal Labor Standards Provision Georgia Community Development Block Grant

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1 .(i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (23 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. This act provides that each contractor and subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers providing by the county.

(ii)(a) The contracting officer shall require that any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, US. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor,



or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer (or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 for under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project.) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual” wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable program (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed the original copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), US. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the

submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.) The Optional Form WH-347 must be the current version for each period submitted. The date of the form is located to the right of the Contractor's address box. The current form may be found on the United States Department of Labor, Wage and Hour Division at <https://www.dol.gov/whd/forms/wh347instr.htm>

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3. These can be found at <https://www.ecfr.gov> ;

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1 001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(i) **Apprentices and Trainees.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide **apprenticeship program registered with the US. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training**, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an



apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5 .16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in. a program which has received prior approval, evidenced by formal certification by the US. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performs. in addition, any trainee performing work on the job site in excess of the ration permitted under the -registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 23 and 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounded for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of a labor standards provision of this contract shall be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, the employees, or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the US. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... influencing in

any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) **Overtime requirements:** No contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation:** liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages:** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the contractor Or subcontractor under any such contract or any other Federal contract with the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(5) Contractors and subcontractors have the right to appeal within 50 days if aggrieved by the withholding of a sum of liquidated damages. Written appeal must state the reason for liquidated damages and should be addressed to Georgia Department of Community Affairs, Office of Community Development, 560 Executive Park South, NE, Atlanta, GA 30329-2231 or call 404-679-0604. Ensure to include the County in which contracted with, the contract name and number.

### **C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complain~ or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

#### 103 – Compliance with Clean Air/Water Act

The contract is subject to the requirements of the Clean Air Act under Section 306 of the, as amended, 42 USC 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations:

1.) The Contractor shall require of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2.) The Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8 and h) and section 308 of the Federal Water Pollution Control Act as amended, (330 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

3.) The Contractor will provide prompt notice of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4.) The Contract will include or cause to be included the criteria and requirements to paragraph (1) through (4) of this section in every nonexempt subcontract and take such action as the Government will direct as a means of enforcing such provisions.

#### 104 – Wage Rate Determination

##### Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regards to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: Employment upgrading; demotion or transfer; recruitment; advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a state, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of



individuals hired during the reporting period. (2) the number nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location.

The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related document shall be made available, upon request, for examination by an authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement, records respecting job openings, recruitment and placement.

Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the state system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

This clause does not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands. The provisions of paragraphs (b), (c), (d), and € of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

"Appropriate office of the State employment service system" means the local office of the Federal- State national system of public employment offices with assigned responsibility for

serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

“Openings which the contractor proposes to fill from within his own organization” means employment openings for which no consideration will be given to persons outside the contractor’s organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established “recall” lists.

Openings which the contractor proposes to fill pursuant to a customary and traditional employer union hiring arrangement,” means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

In the event of the contractor’s noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

The contractor will work with the County Purchasing Office to ensure all job classifications have received a wage determination rate prior to beginning work.

#### 105 – Lead-Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and 24 CFR Part 35, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) (also found in the HUD Title X Sections 1012 and 1013), and implementing regulations at part 35, subparts A, B, J, K, and R of this part shall be adhered to during the design and construction phases of this project.

#### 106 – Georgia Energy Codes for Buildings



The O.C.G.A., Title 8, Chapter 2, including mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201) (PL 94-163), shall be adhered to during the design and construction phases of this project.

#### 107 – Architectural Barriers

The Contractor agrees to comply with the Architectural Barriers Act of 1968, as amended which prescribes standards to be met for the design, construction and alteration of buildings that are built or supported by Federal funds in order to ensure that whenever possible, such buildings will be accessible to and usable by the handicapped. This Act applies to buildings and facilities designed, constructed, altered, or leased by the Federal government and to those buildings financed wholly or in part with Federal grants or loans are subject to design, construction, or alteration standards issued under the law that authorizes the grant or loan.

#### Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides “No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance ...”. HUD’s regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define “recipient” as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance (24 CFR 8.3).

For the purposes of Part 8, recipients include States and localities that are grantees and sub-grantees under the CDBG program, their sub-recipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their sub-recipients, contractors, subcontractors, management agents, etc.

#### Non-housing Programs

**New construction-** 24 CFR Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities (24 CFR 8.21 (a)).

**Alterations to facilities-** Part 8 requires to the maximum extent feasible that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible

to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible if doing so would impose undue financial and administrative burdens on the operation of the recipients program or activity (24 CFR 8.21 (b)).

**Existing non-housing facilities-** A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities (24 CFR 8.21 (e)).

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities 24 CFR 8.21(e)(1)).

Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program (24 CFR 8.21 (e)(iii)).

**Historic Preservation-** Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property. However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of a historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program (24 CFR 8.21(e)(2)(ii)).

### **Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for non-housing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided (24 CFR 8.32). For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; hearing-impaired, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement; however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

The Americans with Disabilities Act of 1990

The Americans with Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and

local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA. HUD shares enforcement responsibility with the Department of Justice for Title II, and is designated the lead Federal agency for all programs, service and regulatory activities relating to state and local public housing and housing assistance and referral. The Equal Employment Opportunity Commission investigates administrative complaints involving Title I. For further information regarding The U.S. Department of Justice enforcement of Title II of the ADA, please visit <http://www.ADA.gov>

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment. These can be obtained at the EEOC web site [www.eeoc.gov](http://www.eeoc.gov) or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR 35.151 (a) & (b)) Facilities constructed or altered in conformance with either UF AS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(0) of ADAAG shall not apply. (28CFR 35.151(c)).

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR 35.151 (e)).

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation

under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR 35.105)

The Department of Justice offers technical assistance on Title II through its web page at [www.usdoj.gov/crt/ada/taprogram.htm](http://www.usdoj.gov/crt/ada/taprogram.htm), and through its ADA Information Line, at 202 514-0301 (voice and 202-514-0383 (TTY)). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

#### Self-Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self-evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. Nonetheless, recipients who have not completed a self-evaluation are encouraged to conduct a self-evaluation to be in compliance with this requirement under these regulatory provisions.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with the regulations at Section 504 or Title II and Title III of the ADA.
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

#### 108 – Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### 109 – Debarment and Suspension

(Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 110 – Byrd Anti-Lobbying Amendment

(31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### 111 – Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 15 and Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### 112 – Abbreviations and Acronyms

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).

AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).

AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).

AASHTO - American Association of State Highway and Transportation Officials;  
[www.transportation.org](http://www.transportation.org).

AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).

ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).

ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).

ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).

ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).

AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).

AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).

AGA - American Gas Association; [www.aga.org](http://www.aga.org).

AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).

AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).

AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).

AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).

AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).

AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).

AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).

AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).

ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).



AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).  
APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).  
APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).  
API - American Petroleum Institute; [www.api.org](http://www.api.org).  
ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).  
ARI - American Refrigeration Institute; (See AHRI).  
ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).  
ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).  
ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).  
ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).  
ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).  
ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).  
ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).  
ASTM - ASTM International; [www.astm.org](http://www.astm.org).  
ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).  
AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).  
AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).  
AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).  
AWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).  
AWS - American Welding Society; [www.aws.org](http://www.aws.org).  
AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).  
BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).  
BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).  
BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).  
BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).  
BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).  
BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).  
CDA - Copper Development Association; [www.copper.org](http://www.copper.org).  
CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>.  
CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).  
CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).  
CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).  
CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).  
CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).  
CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).  
CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).  
CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).  
CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).  
CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).  
CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).  
CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).  
CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).  
CSA - CSA Group; [www.csagroup.com](http://www.csagroup.com).  
CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).

CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).  
CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).  
CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).  
CWC - Composite Wood Council; (See CPA).  
DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).  
DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).  
ECA - Electronic Components Association; (See ECIA).  
ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).  
ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).  
EIA - Electronic Industries Alliance; (See TIA).  
EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).  
EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).  
ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).  
ESTA - Entertainment Services and Technology Association; (See PLASA).  
ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).  
EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).  
FCI - Fluid Controls Institute; [www.fluidcontrolsintstitute.org](http://www.fluidcontrolsintstitute.org).  
FIBA - Federation Internationale de Basketball; (The International Basketball Federation);  
[www.fiba.com](http://www.fiba.com).  
FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation);  
[www.fivb.org](http://www.fivb.org).  
FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).  
FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).  
FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.;  
[www.floridarroof.com](http://www.floridarroof.com).  
FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).  
FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).  
GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).  
GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).  
GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).  
HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).  
HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).  
HMMA - Hollow Metal Manufacturers Association; (See NAAMM).  
HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).  
HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).  
IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).  
IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).  
IAS - International Approval Services; (See CSA).  
ICBO - International Conference of Building Officials; (See ICC).  
ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).  
ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).  
ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).  
ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).  
IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).  
IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).  
IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North  
America); [www.ies.org](http://www.ies.org).  
IESNA - Illuminating Engineering Society of North America; (See IES).  
IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).  
IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).

IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).  
ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).  
Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).  
ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).  
ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).  
ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).  
ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).  
ISSFA - International Solid Surface Fabricators Association; (See ISFA).  
ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).  
KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).  
LMA - Laminating Materials Association; (See CPA).  
LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).  
MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).  
MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).  
MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).  
MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).  
MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).  
MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).  
MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).  
MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).  
MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).  
NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).  
NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).  
NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).  
NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).  
NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).  
NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).  
NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).  
NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).  
NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).  
NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).  
NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).  
NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).  
NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).  
NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).  
NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).  
NFPA - NFPA International; (See NFPA).  
NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).  
NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).  
NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).  
NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).  
NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).  
NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).  
NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).  
NSF - NSF International; [www.nsf.org](http://www.nsf.org).

NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).  
NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).  
NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).  
NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).  
PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).  
PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).  
PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association);  
[www.plasa.org](http://www.plasa.org).  
RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).  
RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).  
RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).  
SAE - SAE International; [www.sae.org](http://www.sae.org).  
SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).  
SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).  
SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).  
SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).  
SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).  
SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).  
SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).  
SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).  
SMACNA - Sheet Metal and Air Conditioning Contractors' National Association;  
[www.smacna.org](http://www.smacna.org).  
SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).  
SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).  
SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).  
SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).  
SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).  
SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).  
SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).  
STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).  
SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).  
SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).  
TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).  
TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).  
TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).  
TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance);  
[www.tiaonline.org](http://www.tiaonline.org).  
TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).  
TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).  
TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).  
TPI - Turfgrass Producers International; [www.turfgrassod.org](http://www.turfgrassod.org).  
TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).  
UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).  
UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).  
USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).  
USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).  
USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).

WA - Wallcoverings Association; [www.wallcoverings.org](http://www.wallcoverings.org).  
WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).  
WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).  
WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).  
WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).  
WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).  
WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).  
WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).  
ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).  
ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).  
CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).  
DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).  
DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).  
DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).  
EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).  
FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).  
FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).  
GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).  
HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).  
LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).  
OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).  
SD - Department of State; [www.state.gov](http://www.state.gov).  
TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).  
USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).  
USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).  
USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).  
USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).  
USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).

DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).

DSCC - Defense Supply Center Columbus; (See FS).

FED-STD - Federal Standard; (See FS).

FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).

Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).

Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).

Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org](http://www.wbdg.org).

MILSPEC - Military Specification and Standards; (See DOD).

USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).

USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).

CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).

CDHS; California Department of Health Services; (See CDPH).

CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).

CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).

SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).

TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; [www.txforestservation.tamu.edu](http://www.txforestservation.tamu.edu).

### 113 – Conflicts of Interest

Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements.



Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 114 – Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

**-End of this Section-**



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
VENDOR'S CHECKLIST**

**Company Name:** \_\_\_\_\_

Please indicate you have completed the following documentation; and submit them in the following order.

YES	ITEM DESCRIPTION
<input type="checkbox"/>	Vendor's Information Form
<input type="checkbox"/>	Vendor's Price Proposal Form
<input type="checkbox"/>	Vendor's Reference Form
<input type="checkbox"/>	Execution of Proposal Form
<input type="checkbox"/>	Drug-Free Workplace Affidavit
<input type="checkbox"/>	Addenda Acknowledgement Form and Any Addenda Issued
<input type="checkbox"/>	Bidder's Certification and Non-Collusion Affidavit
<input type="checkbox"/>	Georgia's Security and Immigration Compliance Act Affidavit
<input type="checkbox"/>	Contractor Affidavit and SAVE Affidavit with required documents
<input type="checkbox"/>	Subcontractor Affidavit (if applicable)
<input type="checkbox"/>	Bid Bond Form and Surety Bid Bond
<input type="checkbox"/>	Equal Employment Opportunity (EEO) Practice Form
<input type="checkbox"/>	Legal and Character Qualifications Form
<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	Completed W-9
<input type="checkbox"/>	Copy of Valid Business License
<input type="checkbox"/>	Copy of Any Certificates/Licenses Required within Solicitation
<input type="checkbox"/>	All Federal Forms Attached

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
VENDOR'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 AS PART OF YOUR PROPOSAL**



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
VENDOR'S PRICE PROPOSAL FORM**

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

Vendor to provide all materials, labor and equipment needed to complete the Scope of Work.

ITEM DESCRIPTION	UNIT OF MEASURE	TOTAL COST
Construction Services for SENIOR SERVICES CENTER - CDBG –Base Bid	Lump Sum	\$ _____

\_\_\_\_\_ (Dollars/Cents)

The following prices shall be incorporated by a change order if the scope of work is increased.

ITEM DESCRIPTION	UNIT PRICE DESCRIPTION	UNIT OF MEASURE	UNIT COST
Unsuitable Soil	Per cubic yard unforeseen, removal and hauloff (based on minimum of 25 CY)	CY	\$ _____
Structural Soil	Per cubic yard additional structure soils (based on minimum of 25 CY)	CY	\$ _____
Sidewalks	Typical 4" thick	SF	\$ _____

- Vendors must attach applicable licenses and certifications.
- All costs to the County must be listed above, outside of possible Change Orders, in order to deliver the entire scope of work. No other fees or costs will be permitted to be added to individual invoices.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
VENDOR'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)

<p>1. Company _____ Street Address _____ City, State &amp; Zip _____ Contact Person Name _____ Title _____ Phone _____ FAX _____ Email _____ Describe Scope of Work and dates of project/service: _____ _____ _____</p> <p>2. Company _____ Street Address _____ City, State &amp; Zip _____ Contact Person Name _____ Title _____ Phone _____ FAX _____ Email _____ Describe Scope of Work and dates of project/service: _____ _____ _____</p> <p>3. Company _____ Street Address _____ City, State &amp; Zip _____ Contact Person Name _____ Title _____ Phone _____ FAX _____ Email _____ Describe Scope of Work and dates of project/service: _____ _____ _____</p>
---

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
EXECUTION OF PROPOSAL**

---

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

The potential Contractor 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 Contractor 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 Contractor agrees to the conditions as set forth in this Invitation for Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, 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**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

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





**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
CERTIFICATION OF DRUG FREE WORKPLACE FORM**

---

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 CONTRACTOR'S employees during the performance of the contract; and,

3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph seven (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. It is further certified that the same as above will be published to notify employees of same, and;

5. It is certified that an on-going drug-free awareness program will be established, or is established, to inform employees about the dangers of drug abuse in the workplace, the Contractor/Sub-contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and;

6. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph four (4) above;

7. Notifying the employee in the statement required by paragraph four (4) that, as a condition of employment under the contract the employee will :

a) Abide by the terms of the statement; and



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
CERTIFICATION OF DRUG FREE WORKPLACE FORM (CONT)**

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- b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  
- 8. Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph seven (7) (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected contract;
  
- 9. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph seven (7) (b), with respect to any employee who is so convicted –
  - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act 1973, as amended; or
  
  - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  
- 10. Making a good faith effort to continue to maintain a drug-free workplace though the implementation of paragraphs 1, 2, 3, 4 5 and 6.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
ADDENDA ACKNOWLEDGEMENT**

---

The vendor has examined and carefully studied the Invitation for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum may result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements. All costs submitted on the Vendor's Proposal Price Form include all costs resulting from these Addenda and have been included in the preparation of the response to this bid.**

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
BIDDER'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 bidder's associates with any County staff, or elected officials since the date this **Bid # 332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG** was issued except: 1) through the Purchasing Department, 2) at the Pre-Bid Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any bidder 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 Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

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



## DAWSON COUNTY BOARD OF COMMISSIONERS

### **SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2**

[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

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

### **INDICATE AND ATTACH A COPY OF THE DOCUMENT (front and back).**

- United States passport or passport card
- United States military identification card
- Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Passport issued by a foreign government

- Free and Secure Trade (FAST) card
- NEXUS card
- United States Permanent Resident Card or Alien Registration Receipt Card
- Employment Authorization Document that contains a photograph of the bearer.
- Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

**-Affidavit to Follow-**





**DAWSON COUNTY BOARD OF COMMISSIONERS  
SAVE Affidavit**

**(Systematic Alien Verification for Entitlements)**

*Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011*

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following:

- \_\_\_\_\_ I am a United States citizen; or
- \_\_\_\_\_ I am a legal permanent resident of the United States\*; or
- \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

\*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e)(1). See list on page 2 of this document.

\*\*\*\*\*

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

\_\_\_\_\_  
Applying on behalf/Name of associated business

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\*NOTE: O.C.G.A. 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number.

**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 Contractor 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 Contractor Affidavit, Contractor 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.

Contractor 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, Contractor 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 SUBMIT WITH BID.**



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

<b>Contractor's Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

**CONTRACTOR AFFIDAVIT**

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

\_\_\_\_\_  
EEV / E-Verify Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
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)**

<b>Contractor's Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

**ADDITIONAL INSTRUCTIONS TO CONTRACTOR:** Identify all subcontractors 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 subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new subcontractor used to perform under the identified County contract.

<b>Contractor's Name:</b>	
<b>Subcontractors:</b>	



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

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in physical performance of services under a contract with the Contractor listed above on behalf of Dawson County Board of Commissioners 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. Contractor hereby attests that the information below is accurate and true:

\_\_\_\_\_  
EEV / Basic Pilot Program E-Verify™ Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
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.



**BID BOND**  
**(Turn this form in with the bond)**

**STATE OF GEORGIA**

**COUNTY OF DAWSON**

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety, are held and firmly bound unto Dawson County, Georgia in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United states, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the County a Proposal for:

**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within fifteen days (15) days after receipt of conformed Contract Documents, execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the County and executed a sufficient and satisfactory Performance Bond and Payment bond payable to the County, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the County, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all to the foregoing requirements within the time specified above, immediately pay to the aforesaid County, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of Section 23-1705 et seq of the Code of Georgia, as amended by the Act approved February 27, 1956, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

Signed and sealed in the presence of:

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

Title: \_\_\_\_\_

(Seal)

1. \_\_\_\_\_

2. \_\_\_\_\_

---

SURETY: \_\_\_\_\_

Signed and sealed in the presence of:

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

Title: \_\_\_\_\_

(Seal)

1. \_\_\_\_\_

2. \_\_\_\_\_

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

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**BID #299-17 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

**EEO Plan:** The successful Bidder 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 Bidder will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

**EEO For Successful Bidder Programs:** The successful Bidder, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Bidder-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 Bidder 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.

<b>Does the Bidder have the above EEO policy in place?</b>	<b>Y</b>	<b>N</b>

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

**Statement of Assurance:** The Bidder 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.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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



**BID #299-17 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
LEGAL AND CHARACTER QUALIFICATIONS**

**Convictions:** Has the Bidder (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?

		<b>Y</b>	<b>N</b>
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 Bidder 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?

		<b>Y</b>	<b>N</b>
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:**

		<b>Y</b>	<b>N</b>
	Has the Bidder 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.

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**BID #299-17 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
LEGAL AND CHARACTER QUALIFICATIONS (CONT)**

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

<b>NAME</b>	<b>ADDRESS</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**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.

<b>CONTACT PERSON</b>	<b>TITLE</b>	<b>PHONE NUMBER/EMAIL</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
Federal Lobbying Certification**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS 31 U.S.C. § 1352**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
**Signature of Contractor or Authorized Designee**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date (month/day/year)**

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



**Option 2**

A business claiming Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractor's employees:

**Check all methods you will employ to secure Section 3 Residents/Persons**

Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement for no less than one calendar week. **Check at least three (3) methods you will employ:**

- The local community newspaper
  - The most widely distributed newspaper
  - Company or agency website
  - The management office of the local housing authority, or homeless service agency, or local low income housing community
  - Local Workforce Board (i.e., Department of Labor)
  - Local office of the Georgia Division of Family and Children Services
  - Local office of the Georgia Department of Public Health
  - Dodge Room <http://www.construction.com/dodge/dodge.asp>
  - Other locations identified below and subject to DCA approval:
- 
- 

\_\_\_\_\_ Initial here to confirm section of this option.

I anticipate my total number of employees for this contract to be \_\_\_\_\_ and \_\_\_\_\_ will be qualified Section 3 Residents/Persons.

**Option 3**

- A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:  
Attach a list of intended subcontract Section 3 business(es) with subcontract amount.  
Attach certification & all supporting documentation for each planned subcontract Section 3 Business.

\_\_\_\_\_ Initial here to confirm selection of this option.

**I am NOT requesting preference under Section 3:**

- I am NOT certifying as a qualified Section 3 Business Concern and I am not requesting a preference. However, if I do trigger the regulation by doing any sub-contracting or hiring, I will comply by meeting all requirements of DCA's Section 3 policy and I am committing to do the outreach as specified below:

**Check all methods you will employ to secure Section 3 Residents/Persons**

Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement for at least one week. **Check at least three (3) methods you will employ:**

- The local community newspaper
  - The most widely distributed newspaper
  - Company or agency website
  - The management office of the local housing authority, or homeless service agency, or local low income housing community
  - Local Workforce Board (i.e., Department of Labor)
  - Local office of the Georgia Division of Family and Children Services
  - Local office of the Georgia Department of Public Health
  - Dodge Room <http://www.construction.com/dodge/dodge.asp>
  - Other locations identified below and subject to DCA approval:
- 
- 

\_\_\_\_\_ Initial here to confirm section of this option.

**-Signature Page to Follow-**



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
BIDDER'S GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS – REQUIRED SUBMITTAL  
SECTION 3 SELF- CERTIFICATION AND ACTION PLAN (CONT)**

Signature: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarial Affidavit**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Notarial Seal)

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







**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
 BIDDER'S GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS – REQUIRED SUBMITTAL  
 ASSURANCE OF COMPLIANCE CERTIFICATION – SECTION 3 ACTION PLAN  
 HOUSING AND URBAN DEVELOPMENT ACT OF 1968 – (12 U.S.C. 1701 U)**

Contract/Solicitation Name or Number: \_\_\_\_\_

DCA Funding Program: \_\_\_\_\_

Entity Receiving DCA Funding Award: \_\_\_\_\_

**Purpose:** To ensure that regulations promulgated under 24 CFR Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Policy of DCA, its recipients, sub-recipients and contractors to the greatest extent feasible is adhered to, and to serve as the "assurance of compliance" certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by DCA.

**Description of the project's work detail:** The project work will be as listed in the final scope of work in the contract with DCA, its recipients, sub-recipients and contractors including any change orders.

List all known subcontractors below:

Subcontractor(s): \_\_\_\_\_

Subcontractor(s): \_\_\_\_\_

Subcontractor(s): \_\_\_\_\_

Subcontractor(s): \_\_\_\_\_

Subcontractor(s): \_\_\_\_\_

Subcontractor(s): \_\_\_\_\_

Subcontractor(s): \_\_\_\_\_

Subcontractor(s): \_\_\_\_\_

*Use an additional sheet if required.*

*Note: If subcontractors are unknown at this time, print UNKNOWN on the line above. Also, the contractor must notify DCA or recipient or sub-recipient if subcontractors are added or changed during the contract. Any changes to this certification requires a resubmission of this form to DCA or recipient or sub-recipient.*

**Preliminary Statement for Work Force Needs:**

DCA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and Business Concerns during the course of the contract funded by DCA via its recipients or sub-recipients and contractors. Please list the status of all planned employment positions and opportunities for this contract. Preference for all opportunities must be given to low and very low income residents if they qualify. If awarded a contract, regardless of whether your firm has elected a preference, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute NEW hires. You must notify DCA, its recipient, sub-recipient or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. The anticipated workforce list may be provided on a separate sheet or in a different format.

<u>List All Employees</u>	<u>Date Hired</u>	<u>Section 3 Resident (Yes/No)</u>	<u>Job Title/Trade</u>	<u>Salary Range</u>
_____ Name: _____ Address: _____ City, Zip:				
_____ Name: _____ Address: _____ City, Zip:				
_____ Name: _____ Address: _____ City, Zip:				
_____ Name: _____ Address: _____ City, Zip:				

**Use additional pages as needed.**

**"To the Greatest Extent Feasible":**

The Contractor has identified \_\_\_ # of **OPEN** positions with respect to this contract. The positions are filled by the (Position title) of the Contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a reasonable effort to fill vacant positions with eligible Section 3 residents.

**Documentation of "To the Greatest Extent Feasible":**

The contractor will work with DCA, its recipients, sub-recipients, and contractors' staff to notify residents of any opportunities afforded under the contract. The contractor will partner with DCA, its recipients, sub-recipients, and contractors by giving preference of any employment opportunities to the Section 3 persons or businesses.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low income and very low-income residents and Section 3 businesses, as applicable. The contractor must also document their recruiting efforts and any impediments to compliance with DCA's Section 3 policy and the requirements of this solicitation package. This documentation must be submitted to the recipient or sub-recipient.

1. DCA, its sub-recipients and contractors shall: Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
2. Conduct solicitation in accordance with DCA's Section 3 policy and the requirements outlined in the solicitation package.

The contractor shall review all employment applications and determine if low-income and very low income residents or Section 3 businesses meet minimum hiring or contracting qualifications. If these applicants meet such minimum qualifications, but are not hired due to lack of employment opportunities or for other reasons, they will be placed on a priority list and offered positions/contracts upon the occurrence of the first available appropriate opening.

**Utilization of Section 3 Businesses Located Within the County:**

The recipient, sub-recipient or contractor does\_\_\_ / does not\_\_\_ intend to subcontract any of the work identified in the scope of work cited in the bid specifications, scope of work or General Conditions.

Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.

**Record Keeping:**

The recipient, sub-recipient, contractor or subcontractor, as applicable, shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from sub-contractors, etc., in connection with this contract. If a report is needed in the future, the recipient, sub-recipient, contractor or subcontractor, as applicable, agrees to provide all records upon request.

The contractor shall, upon request, provide such records or copies of records to HUD, DCA, their recipients, sub-recipients, contractors, staff, or agents. Records shall be maintained for at least three (3) years after the close of the contract.

**Reports:**

The recipient, sub-recipient or contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

**Certification:**

The recipient, sub-recipient or contractor will certify that any vacant employment positions, including training positions that filled:

- 1) After the recipient, sub-recipient or contractor is selected but before the contract is executed, and
- 2) With persons other than those to who the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

**Grievance and Compliance:**

The recipient, sub-recipient, contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the information on the preceding pages is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
 GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
 RESIDENT SECTION 3 SELF-CERTIFICATION AND SKILLS DATA FORM**

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

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

**Certification for Section 3 Residents or other Low-Income Persons Seeking Employment, Training or Contracting**

I, \_\_\_\_\_, am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident as defined within this Certification.

My home address is: \_\_\_\_\_

Must be a **Street** address not a P O Box#

Apt Number

\_\_\_\_\_  
 City State Zip Home# Cell#

\_\_\_\_\_  
 County of Residence Graduated High School or GED (month/year): \_\_\_\_\_

I Read and Speak English Fluently: Yes or No (Circle One)  
 Attended College, Trade, or Technical School: Yes or No (Circle One)  
 Graduated? Yes or No (Circle One) Year Graduated: \_\_\_\_\_

- Check the skills, trades and/or professions in which you have been employed or contracted to do for others:
- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Drywall Hanging            | <input type="checkbox"/> Drywall Finishing       | <input type="checkbox"/> Framing            | <input type="checkbox"/> Interior Painting     |
| <input type="checkbox"/> HVAC                       | <input type="checkbox"/> Electrical              | <input type="checkbox"/> Interior Plumbing  | <input type="checkbox"/> Exterior Plumbing     |
| <input type="checkbox"/> Siding                     | <input type="checkbox"/> Cabinet Hanging         | <input type="checkbox"/> Door Replacement   | <input type="checkbox"/> Trim/Carpentry        |
| <input type="checkbox"/> Stucco                     | <input type="checkbox"/> Window/Door Replacement | <input type="checkbox"/> Exterior Framing   | <input type="checkbox"/> Construction Cleaning |
| <input type="checkbox"/> Data Entry                 | <input type="checkbox"/> Receptionist            | <input type="checkbox"/> Sales              | <input type="checkbox"/> Administrative        |
| <input type="checkbox"/> Telephone Customer Service | <input type="checkbox"/> Teaching/Training       | <input type="checkbox"/> Personal Care Aide | <input type="checkbox"/> Landscaping           |
| <input type="checkbox"/> CDL License                | <input type="checkbox"/> Concrete/Asphalt Work   | <input type="checkbox"/> Roofing            | <input type="checkbox"/> Fencing               |
| <input type="checkbox"/> Heavy Equipment Operator   | <input type="checkbox"/> Metal/Steel Work        | <input type="checkbox"/> Welding            |  |
| <input type="checkbox"/> Other: _____               |  | <input type="checkbox"/> Other: _____       |  |

I am certifying as a Section 3 Resident:  **Person seeking training or**  **Person seeking employment**

(Check all that apply):  I am a public housing or Section 8 leaseholder  I live in the service area

My total annual household income is \$\_\_\_\_\_. There are a total of \_\_\_\_\_ people living in my household.

I certify that all of the information given on this Certification is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed and notarized. I understand that proof of this statement may be requested in the future.

\_\_\_\_\_  
 Signature

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

\_\_\_\_\_  
 Date

Purpose: The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to the Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Residents and other low- and very low-income persons.

Section 3 resident means:

(1) A public housing resident; or

(2) An individual who resides in the metropolitan area or Non-metropolitan County in which the section 3 covered assistance is expended, and who is:

I. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

II. A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference. Service area means the geographical area in which the persons benefiting from the Section 3-covered project reside.

The figures below represent very low-income families; bottom figures represent low-income families. The most recent income limits established for each county may be found at:

<https://www.huduser.gov/portal/datasets/il/il2018/2018summary.odn>

FY2018 Income Limit Area	Median Income	FY 2018 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
GA HUD Metro FMR Area – Includes Dawson	\$74,800	Very Low (50%) Income Limits	\$26,200	\$29,950	\$33,700	\$37,400	\$40,400	\$43,400	\$46,400	\$49,400
GA HUD Metro FMR Area – Includes Dawson	\$74,800	Low (80%) Income Limits	\$41,900	\$47,900	\$53,900	\$59,850	\$64,650	\$69,450	\$74,250	\$79,050





**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
RESIDENT SECTION 3 SELF-CERTIFICATION AND SKILLS DATA FORM AFFADAVIT**

---

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the City/County of \_\_\_\_\_,

State of \_\_\_\_\_, do hereby certify that, \_\_\_\_\_,

whose name is signed to the writing above bearing date on the \_\_\_\_\_ day of

\_\_\_\_\_, 2019, has acknowledged the same before me in my State aforesaid.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_,

2019.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commissioner Expiration Date: \_\_\_\_\_

(Notarial Seal)

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
SECTION 3 BUSINESS CONCERN SELF CERTIFICATION**

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The Georgia Department of Community Affairs (DCA) is seeking to extend the benefits of and to promote compliance with Section 3 by identifying Section 3 Business Concerns and targeting Section 3 Business Concerns for business opportunities, events and educational programs.

In an effort to comply with Federal Section 3 Regulations which promote contract, employment and training opportunities for State of Georgia residents, DCA has instituted a Section 3 Self Certification process.

Businesses seeking certification must complete and submit the attached Section 3 Business Concern Self Certification forms as follow:

1. If your company is qualified because it is owned (51% or more) by one or more Section 3 residents, then complete **Form A, "Section 3 Business Concern- Resident Business Owner{s) Verification"**;

**OR**

2. If your company is qualified because 30% or more of its full time permanent workforce are Section 3 Residents\*, then complete **Form 8, "Section 3 Business Concern-30% +Workforce"**.

**OR**

3. If more than 25% of all subcontract work to be awarded shall be performed by Section 3 business concerns as described above, then complete **Form C, "Section 3 Business Concern Subcontractor"**.

Please answer all questions, sign the completed forms, and notarize the affidavit.

Completed packets must be returned to the-sub-recipient or contractor as follows:

Name of sub-recipient/contractor: \_\_\_\_\_

Attn: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

If you have any questions or require assistance, please contact:

Name: Melissa Hawk

Phone Number: 706/344-3500, extension 42223

Email Address: [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)

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

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**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
 GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
 SECTION 3 BUSINESS CONCERN**

**RESIDENT BUSINESS OWNER(S) VERIFICATION – FORM A**

A business can be certified as a Section 3 Business Concern if the business is owned (51% or more) by Georgia Section 3 Resident(s).

Name of Owner: \_\_\_\_\_

Home Street Address: \_\_\_\_\_

Home City, County, & Zip Code: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_ %

Low- to- Moderate Income (80% of Median)

Check the appropriate box for your family size and income *if your total household income is equal to or less than the Gross Household Income Maximum amount listed for your appropriate household size:* (Effective \_\_\_\_\_, 20 )

Check Box	# of Persons in Household	Gross Household Income Maximum
<input type="checkbox"/>	1 Individual	
<input type="checkbox"/>	2 Individuals	
<input type="checkbox"/>	3 Individuals	
<input type="checkbox"/>	4 Individuals	
<input type="checkbox"/>	5 Individuals	
<input type="checkbox"/>	6 Individuals	
<input type="checkbox"/>	7 Individuals	
<input type="checkbox"/>	8 Individuals	

If the business is owned by more than one Section 3 resident, list each owner below and each should submit a separate Resident Business Owner Verification Form (Form A).

Please list additional Section 3 Resident owners of the business below:

Name	Position	Percentage of Ownership

I certify that I am a resident of the State of Georgia and my total household income last year was not more than the amount shown above for my family size. I further certify the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**  
**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**  
**SECTION 3 BUSINESS CONCERN**  
**30% + WORKFORCE – FORM B**

A business can be certified as a Section 3 Business Concern if at least 30% of its permanent, full-time employees are Section 3 residents, or were Section 3 residents within three years of the date of the first employment with the business. You may also certify as a Section 3 Business Concern if, for this award, you will hire Section 3 residents for at least 30% of your permanent, full-time employees for this specific project. For your firm to be eligible UNDER THIS CRITERIA, you must provide the following information for all permanent, full-time employees.

You may attach additional copies of this chart, if necessary.

List All Employees	Date Hired	Section 3 Resident	JobTitle/Trade	Salary Range
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
<b>Total Number of Employees:</b>	<b>Full-Time:</b>	<b>Part-Time:</b>	<b>Contract:</b>	
<b>Number of Section 3 Residents:</b>				
<b>Section 3 Percentage Total Workforce:</b>				

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 Business Concern.

\_\_\_\_\_  
Company Name Title

\_\_\_\_\_  
Signature Print Name

\_\_\_\_\_ **THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
 GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
 SECTION 3 BUSINESS CONCERN  
 SUBCONTRACTOR AWARD – FORM C**

A business can be certified as a Section 3 Business Concern if the firm makes a commitment to subcontract in excess of twenty-five (25%) of the total amount of subcontracts to be awarded to : A) Section 3 Resident Owned Business or B) Businesses for which 30% or more of their permanent full-time workforce is comprised of Section 3 Residents.

List all work performed by Section 3 Business Concerns Identified (This form is to be updated as Section 3 Business Concerns are awarded through the completion of the project):

You may attach additional copies of this chart, if necessary.

Name of Business	Qualifying Conditions	Total Contract Award

All identified Section 3 Business Concerns listed above are required to complete a Section 3 Self Certification Application (Forms A- C as appropriate) or provide proof of Section 3 Certification status. Attach all required documents to this form.

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 business concern.

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
LABOR STANDARDS PAYROLL AUTHORIZATION CERTIFICATE**

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Contract Execution: \_\_\_\_\_

(I)(We) hereby certify that (I am)(We are) the prime contractor or subcontractor for: \_\_\_\_\_

\_\_\_\_\_ in connection with (Specify "General construction", "Rehabilitation", "Plumbing", "Roofing" etc. construction of the above mentioned project, and the (I)(We) have appointed : \_\_\_\_\_ whose signature appears below, to (Owner/Officer/Other employee) supervise the payment of (my)(our) employees beginning the first day of the contract implementation. That he/she functions in a payroll documents capacity and in the statement of compliance requirements called federal Anti-Kickback Statute which he/she is to execute with (my)(our) full authority and approval until such time as (I)(We) submit a new Certificate appointing some other person for the purposes stated herein.

\_\_\_\_\_  
Signature of Appointee Name of Firm or Corporation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Appointee Title of Appointee

\_\_\_\_\_  
Date

List with signatures all owners, partners and/or officers of the firm or corporation below:

Signature Title: \_\_\_\_\_

Signature Title: \_\_\_\_\_

Signature Title: \_\_\_\_\_

Note: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership and shall be executed prior to and submitted with the first payroll for this project. Should the appointee be changed during the term of this contract, a new certificate must accompany the first payroll for which the new appointee executes the statement of compliance required by the Anti-Kickback statute. A new designation is not necessary as long as the person signing the statement of compliance is an owner, partner or officer of the corporation whose signature appears above.

**THIS PAGE TO BE COMPLETED AND SUBMITTED WITH AWARDED CONTRACT**



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
 CONTRACT CERTIFICATION LABOR STANDARDS & PREVAILING WAGES  
 REQUIREMENTS – PRIME CONTRACTOR**

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Project Name: \_\_\_\_\_ CDBG Recipient: \_\_\_\_\_

The undersigned, having executed a contract with \_\_\_\_\_ the for the construction of the above identified project, acknowledges that: (Dawson County)

1. The Labor Standards provisions are included in the aforesaid contract; and
2. Corrections of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, are the responsibility of the contractor.

The Contractor certifies that:

1. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the regulations of the Davis-Bacon Act, as amended (40 U.S.C. 76a-2(a);
2. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions; and
3. He agrees to obtain and forward to the aforementioned recipient within ten (10) days after the execution of any subcontract, including those executed by his subcontractor and any lower tier subcontractors, a *Subcontractor's Certification Concerning labor Standards and Prevailing Wage Requirements* executed by the subcontractors.

The Contractor further certifies that:

- The legal name of the business and its address is:

\_\_\_\_\_

Name of Business

Business Address

- The undersigned is:

- A single proprietorship
- A partnership
- A corporation organized in the State of \_\_\_\_\_
- Other Organization Describe: \_\_\_\_\_

The names, titles and addresses of owners, partners or officers:

Name	Title	Address

The names, titles and addresses of all persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interests are: (if none, so state)

Name	Title	Address	Interset



The names, addresses and trade classification s or all other building construction contractors in which the undersigned has a substantial interest are: (if none, so state)

Name	Trade Classification/or All Other Building Construction Contractors	Address

\_\_\_\_\_  
Prime Contractor's Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Prime Contractor's Signature

\_\_\_\_\_  
Date

U.S. Criminal Code, section 1010, Title 18, U.S.C., provides in part that: "Whoever.....makes, passes, utters or publishes any statement, knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two (2) years or both.

**THIS PAGE TO BE COMPLETED AND SUBMITTED WITH AWARDED CONTRACT**



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
 CONTRACT CERTIFICATION LABOR STANDARDS & PREVAILING WAGES  
 REQUIREMENTS – SUB-CONTRACTOR**

Sub-Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Project Name: \_\_\_\_\_ CDBG Recipient: \_\_\_\_\_

The undersigned, having executed a contract with \_\_\_\_\_ for the construction of the above identified project, acknowledges that: (Prime Contractor)

1. The Labor Standards provisions are included in the aforesaid contract; and
2. Corrections of any infractions of the aforesaid conditions, including infractions by any of the prime contractor's sub-contractors and any lower tier subcontractors, are the responsibility of the prime contractor.

The Sub-contractor certifies that:

1. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the regulations of the Davis-Bacon Act, as amended (40 U.S.C. 76a-2(a);
2. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions; and
3. He agrees to obtain and forward to the aforementioned recipient within ten (10) days after the execution of any subcontract, including those executed by his subcontractor and any lower tier subcontractors, a *Subcontractor's Certification Concerning labor Standards and Prevailing Wage Requirements* executed by the subcontractors.

The Sub-contractor further certifies that:

- The legal name of the business and its address is:

\_\_\_\_\_

Name of Business

Business Address

- The undersigned is:

- A single proprietorship
- A partnership
- A corporation organized in the State of \_\_\_\_\_
- Other Organization Describe: \_\_\_\_\_

The names, titles and addresses of owners, partners or officers:

Name	Title	Address

The names, titles and addresses of all persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interests are: (if none, so state)

Name	Title	Address	Interset

The names, addresses and trade classification s or all other building construction contractors in which the undersigned has a substantial interest are: (if none, so state)

Name	Trade Classification/or All Other Building Construction Contractors	Address

\_\_\_\_\_

Sub-contractor's Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Sub-contractor's Signature

\_\_\_\_\_

Date

U.S. Criminal Code, section 1010, Title 18, U.S.C., provides in part that: "Whoever.....makes, passes, utters or publishes any statement, knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two (2) years or both.

**THIS PAGE TO BE COMPLETED AND SUBMITTED WITH AWARDED CONTRACT**



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
PRIME CONTRACTOR CERTIFICATE OF NON-SEGREGATED FACILITIES**

We, \_\_\_\_\_(Company) Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES.** A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

\_\_\_\_\_  
(Name of Company)

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
SUB-CONTRACTOR CERTIFICATE OF NON-SEGREGATED FACILITIES**

We, \_\_\_\_\_(Company) Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Orders 11246, 11063 amended and Section 109 of Title I – Housing and Community Development Act of 1974.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES.** A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

\_\_\_\_\_  
(Name of Company)

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**  
***CERTIFICATION OF ELIGIBILITY***

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By entering into this contract, the contractor certifies that neither he, she nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001, and additionally, U.S. Criminal Code, Section 1010 Title 18, U.S.C. "Federal Housing Administration transactions," provides in part "Whoever, for the purposes of ...influencing in any way the action of such administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two (2) years, or both."

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

\_\_\_\_\_  
Project Location

\_\_\_\_\_  
Company Name of Prime Contractor

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Printed Name/Title of Prime Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name of Sub-contractor

\_\_\_\_\_  
Signature of Sub-contractor

\_\_\_\_\_  
Printed Name/Title of Sub-Contractor

\_\_\_\_\_  
Date

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

**CERTIFICATION DOCUMENTATION REGARDING DEBARMENT SUSPENSION, OTHER REPOSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS & CERTIFICTION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

**Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals; a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency; b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (A)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.





**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

**CERTIFICATION DOCUMENTATION REGARDING DEBARMENT SUSPENSION, OTHER REPOSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS & CERTIFICTION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (CONT)**

**Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (cont)**

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

**CERTIFICATION DOCUMENTATION REGARDING DEBARMENT SUSPENSION, OTHER REPOSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS & CERTIFICTION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (CONT)**

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

**CERTIFICATION DOCUMENTATION REGARDING DEBARMENT SUSPENSION, OTHER REPOSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS & CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (CONT)**

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (cont)**

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

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

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

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

*The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S. C. 1001.*

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER-TIER PARTICIPANT) FOR HUD PROGRAMS (Cont)**

**NON-CERTIFICATION:**

As the perspective lower-tier participant, I am unable to certify to statements in this Certification as explained in the attachment to this proposal.

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

*The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S. C. 1001.*

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**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

***CONTRACTING AND SUBCONTRACTING ACTIVITY (MBE/FBE Report)***

Executive Orders 12432 and 11625 require federal agencies to promote Minority Business Enterprise (MBE) participation in their programs and prescribes additional arrangements for developing and coordinating a National Program for MBE. Pursuant to Executive Order 12432, the Department of Commerce requires an annual report on MBE activities.

Agencies receiving CDBG funds for projects must ensure that contractors and subcontractors provide this information when executing a contract for construction, rehabilitation and other activities. The Fulton County CDBG program compiles this MBE information in March and October of each year for submission to HUD.

Please provide the following information. If there are multiple subcontractors, please duplicate this page, complete and submit information for each.

---

This information pertains to (choose one and duplicate page 12 & 13 as necessary):

**A Prime Contractor**  
Contract Amount: \$ \_\_\_\_\_

**A Subcontractor**  
Subcontract Amount: \$ \_\_\_\_\_

**Type of Trade:**

- New construction
- Substantial rehabilitation
- Repair
- Service
- Project management
- Professional
- Tenant services
- Education/Training
- Architectural/Engineering appraisal
- Other

**Prime Contractor Racial/Ethnic Code**

- White American
- Black American
- Native American
- Hispanic American
- Asian/Pacific American
- Hasidic Jews

**Subcontractor Racial/Ethnic Code**

- White American
- Black American
- Native American
- Hispanic American
- Asian/Pacific American
- Hasidic Jews

**Is this a Female-owned Business Enterprise (FBE)?**

- Yes
- No

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

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**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

***CONTRACTING AND SUBCONTRACTING ACTIVITY (MBE/FBE Report)(cont)***

**Prime Contractor's Federal ID Number** \_\_\_\_\_

**Subcontractor's Federal ID Number** \_\_\_\_\_

**Is this a Section 3 business?**

Section 3 is a HUD requirement that states that to the greatest extent feasible, opportunities for training and employment should be given to low income residents of the project area, and contracts for work in connection with the project should be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. A Section 3 business would be one located in or owned by a low income person who resides in the area of the project.

This person could be either the prime or a subcontractor.

Yes, this is a Section 3 business       No, this is not a Section 3 business.

\_\_\_\_\_  
Prime Contractor Name

\_\_\_\_\_  
Subcontractor Name

\_\_\_\_\_  
Street Address City/State

\_\_\_\_\_  
Street Address City/State

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



**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

**Wage Rate – U.S. DOL & Georgia Department of Community Affairs -**  
**Please see General Term #104**

General Decision Number: GA190162 03/22/2019 GA162

Superseded General Decision Number: GA20180174

State: Georgia

Construction Type: Building

Counties: Dawson, Haralson, Jasper, Meriwether and Pike  
Counties in Georgia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).



Modification Number	Publication Date
0	01/04/2019
1	02/15/2019
2	03/22/2019

ASBE0048-001 04/02/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 27.62	15.76

ASBE0048-002 04/02/2018

	Rates	Fringes
FIRESTOPPER.....	\$ 27.62	15.76

BOIL0026-001 03/01/2018

Rates Fringes

<https://wdol.gov/wdol/scafiles/davisbacon/GA162.dvb?v=2>

3/27/2019

BOILERMAKER.....	\$ 28.97	22.39
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ELEV0032-001 01/01/2019

Rates Fringes

ELEVATOR MECHANIC.....	\$ 41.36	33.705
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PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

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ENGI0474-004 07/01/2017

**-Continued on Next Page-**

JASPER COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator, Bobcat/Skid Steer/Skid Loader, Bulldozer, Forklift (under 15 tons), and Loader.....	\$ 25.02	13.83
Crane (over 10 tons) and Forklift (15 tons and over).....	\$ 26.85	13.83
Crane (over 120 tons).....	\$ 27.85	13.83
Crane (over 250 tons).....	\$ 28.85	13.83
Oiler.....	\$ 22.68	13.83

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ENGI0926-003 07/01/2018

DAWSON, HARALSON, MERIWETHER, & PIKE COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator, Bobcat/Skid Loader/Skid Steer, Bulldozer, Forklift, and Loader.....	\$ 23.24	10.43
Crane.....	\$ 30.63	10.88
Oiler.....	\$ 22.35	11.08

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\* PLUM0072-023 08/01/2018

	Rates	Fringes
PLUMBER.....	\$ 28.48	15.91

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\* PLUM0072-024 08/01/2018

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	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Pipe, HVAC Unit, & HVAC Electrical /Temperature Controls).....	\$ 28.48	15.91
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SFGA0669-001 04/01/2017		

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 28.54	15.84
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SHEE0085-020 07/01/2017		

DAWSON, HARALSON, & JASPER COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding Metal Roof Installation).....	\$ 31.04	13.58
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SHEE0085-021 07/01/2017		

MERIWETHER & PIKE COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding Metal Roof Installation).....	\$ 31.04	14.10
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SUGA2012-081 08/11/2012		

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 15.00	0.00
ALARM INSTALLER.....	\$ 19.36	3.78
BRICKLAYER.....	\$ 16.00	0.00

**-Continued on Next Page-**

CARPENTER (Drywall Finishing, Drywall Hanging, and Metal Stud Installation).....	\$ 18.22	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 17.28	2.54
CEMENT MASON/CONCRETE FINISHER....	\$ 15.59	2.45
ELECTRICIAN (Low Voltage  Wiring and Installation of Sound and Communication Systems).....	\$ 21.76	5.70
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems.....	\$ 23.07	5.47
FLOOR LAYER (Carpet, Vinyl and Resilient Flooring).....	\$ 20.00	0.00
FORM WORKER.....	\$ 13.37	0.50
GLAZIER.....	\$ 17.55	3.50
INSULATOR (Batt, Blown and Foam).....	\$ 17.67	0.14
IRONWORKER, REINFORCING.....	\$ 20.48	8.41
IRONWORKER, STRUCTURAL.....	\$ 20.00	0.35
LABORER: Common or General.....	\$ 12.23	1.36
LABORER: Flagger.....	\$ 13.44	0.00
LABORER: Landscape.....	\$ 12.19	0.00

**-Continued on Next Page-**

LABORER: Mason Tender - Brick...	\$ 9.00	0.00
LABORER: Pipelayer.....	\$ 12.00	0.23
OPERATOR: Asphalt Spreader.....	\$ 16.53	0.00
OPERATOR: Grader/Blade.....	\$ 17.52	0.00
OPERATOR: Roller.....	\$ 14.49	0.00
OPERATOR: Screed.....	\$ 14.17	0.00
Painter: Brush, Roller and Spray.....	\$ 16.74	2.44
ROOFER, Excludes Installation of Metal Roofs.....	\$ 10.49	0.64
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 21.75	0.00
TILE FINISHER.....	\$ 10.36	0.00
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.77	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.41	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

**-Continued on Next Page-**



Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

**-Continued on Next Page-**

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**-Continued on Next Page-**



WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

**-Continued on Next Page-**

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

<https://wdol.gov/wdol/scafiles/davisbacon/GA162.dvb?v=2>

3/27/2019

**-End of DCA Wage Determination-**







**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG  
CONTRACTING ACTION PLAN FOR SECTION 3/DBE/WBE  
(FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)**

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to contracting with Section 3 businesses, Minority and Women Business Enterprises will be met. Include in the description what specific actions will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. Provide an outline of the specific contracts that will be awarded to Section 3/DBE/WBE businesses, if known. Use additional sheets of paper, if necessary.

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NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

\_\_\_\_\_  
Company Name Title

\_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS 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 bids. 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 & BID #275-16 IFB DAWSON FOREST ROAD REHABILITATION**

**Please place an “X” on the line that apply**

Owner Gender:	<input type="checkbox"/> Male	<input type="checkbox"/> Female
Owner Race/Ethnicity:	<input type="checkbox"/> White/Caucasian	<input type="checkbox"/> Hispanic or Latino
	<input type="checkbox"/> Black or African American	<input type="checkbox"/> American Indian or Alaska Native
	<input type="checkbox"/> Native Hawaiian or	<input type="checkbox"/> Asian
	<input type="checkbox"/> Other Pacific Islander	<input type="checkbox"/> 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.	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Minority Owned Business:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Disadvantaged Business Enterprise (DBE) Company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Number of Employees:	_____	
Staff Race/Ethnicity make-up: (Provide % on line)	<input type="checkbox"/> White/Caucasian	<input type="checkbox"/> Hispanic or Latino
	<input type="checkbox"/> Black or African American	<input type="checkbox"/> American Indian or Alaska Native
	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> Two or More Races
	<input type="checkbox"/> Asian	

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



**SAMPLE AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**BID #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG**

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and \_\_\_\_\_, (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Invitation for Bid #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG** 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 Invitation for Bid **#332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG** 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 Invitation for Bid #332-19 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG.

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 the project within the specified time frame after notice to proceed.

4.1.2 The Contractor shall pay the Owner the sum of five hundred dollars (\$500.00) 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 #332-19. 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 one (1) year warranty over and above the standard manufacturer's warranty on all work, equipment and materials.



**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.

#### 9.2.7 *Excusable Delays*

9.2.7.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due: (a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (b) To any acts of the Owner; (c) To causes not reasonable foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and (d). To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## 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 no less than thirty (30) days of 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 In such event, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the Owner for any additional cost incurred by the Owner in its completion of the work and they shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. Furthermore, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that if less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract. 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 The Contractor shall furnish separate payment and performance bonds, Exhibits "D" and "E", to the Owner. Each bond shall set forth a penal sum in an amount not less than the contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully



as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the payment bond and the performance bond shall be deemed increased by like amount. The payment and performance bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

#### **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 Section 3 Clause**

13.11.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance funded housing.

13.11.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

13.11.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; the anticipated date the work shall begin.

13.11.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 2 part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 or upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations of 24 CFR part 135.

13.11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2)

with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

13.11.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

13.11.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S. C. 450e) also applies to the work to be performed under this contract Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### **13.12 Contract Remedies**

The sub-recipient or contractor must maintain compliance. If at any time a recipient, sub-recipient or contractor fails to bring the contract into compliance, DCA, recipient, the sub-recipient, or contractor must withhold all future payments until the contract is in compliance or until other penalties have been levied as stated below.

DCA, the recipient, sub-recipient, or the contractor shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the recipient, sub-recipient or contractor will be sent an e-mail by the compliance manager notifying them of their non-compliance issue. The recipient, sub-recipient or contractor will have until the next payroll or 10 business days, whichever is less, to bring the contract into compliance and/or justify in writing why they cannot meet compliance requirements.

B. DCA, the recipient, sub-recipient or contractor must render a response to the violating party within 10 business days of receipt of the violating party's letter of reason for noncompliance.

If DCA, the recipient, sub-recipient, or the contractor deems the reason to be unacceptable, at its option, DCA, the recipient, sub-recipient, or the contractor can extend the response period one time for up to 5 business days to allow the violating party to identify and secure other compliance options.

C. If the violating party fails to take any corrective action to bring the contract into compliance within the allotted time, or DCA, the recipient, sub-recipient, or the contractor rejects any of the corrective plans and justifications for non-compliance, DCA, the recipient, sub-recipient, or the contractor will either terminate the contract immediately or impose liquidated damages equal to \$100 a day for every day out of compliance. At DCA's determination, any liquidated damages received must be paid to the recipient, sub-recipient or DCA, at DCA's determination,

and be used to promote economic opportunities for Section 3 Residents and Business Concerns.

D. DCA, the recipient, sub-recipient, or the contractor will hold all funds due to the violating party until such time that a financial workout is completed. *Additionally the violating party may be banned by DCA, the recipient, the sub-recipient and the contractor on future HUD funded projects.*

**13.13 Notices**

13.12.1 Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. 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

-Signature Page to Follow-

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

Contractor to provide all work as depicted in each section listed in the below table of content, including any and all amendments released during the solicitation period. This document will be known as Attachment "A" entitled Dawson County Senior Center. Contractor to follow all directions listed on the Senior Center Drawings entitled Attachment "B".

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Contractor to provide all work as depicted in each section listed in the below table of content, including any and all amendments released during the solicitation period. This document will be known as Attachment “C” entitled Senior Center Site Package Specifications related to the Senior Center Expansion Project. Contractor to follow all directions listed on the Senior Center Site Package Drawings entitled Attachment “D” related to the Senior Center Expansion Project.

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Contractor to follow all directions listed on the Senior Center Civil Drawings entitled Attachment "E" as it relates to the Senior Center Expansion.

**-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 Construction Services for Senior Center - CDBG.

BY: \_\_\_\_\_

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

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

*(Seal)*

Subscribed and sworn to before the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

My commission expires on the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

*(Notary Seal)*

**EXHIBIT "D"**  
**PAYMENT BOND**

STATE OF GEORGIA  
COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, (herein after known as "Contractor"), and we \_\_\_\_\_, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of **and \_\_\_\_\_/100 Dollars** (\_\_\_\_\_) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:

WHEREAS, the County has engaged the said Contractor for the sum of \_\_\_\_\_ **and \_\_\_\_\_/100 Dollars** (\_\_\_\_\_) for the **IFB #332-19 Construction Services for Senior Services Center - CDBG**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint \_\_\_\_\_ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond or

subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOFF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, but its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Executed in two (2) counterparts.

---

**CONTRACTOR:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Print Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*(Seal)*

Signed, sealed and delivered  
in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

---

**SURETY:**

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Print Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Signed, sealed and delivered  
in the presence of:

*(Seal)*

1. \_\_\_\_\_

2. \_\_\_\_\_

**-Payment Bond to Follow-**

**EXHIBIT "E"**  
**PERFORMANCE BOND**

**STATE OF GEORGIA**  
**COUNTY OF DAWSON**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, (herein after known as "Contractor"), and we \_\_\_\_\_, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of **and \_\_\_\_\_/100 Dollars** (\_\_\_\_\_) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

**BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:**

WHEREAS, the County has engaged the said Contractor for the sum of \_\_\_\_\_ **and \_\_\_\_\_/100 Dollars** (\_\_\_\_\_) for the **IFB #332-19 Construction Services for Senior Services Center - CDBG**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such change extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.





**-Performance Bond to Follow-**

**-Certificate of Insurance to Follow-**

**-There are separate Attachments for the Senior Center Specifications – “A” and Drawings –“B”  
and separate Attachments for Site Work Specifications – “C” and Drawings – “D”**



**BID #307-18 CONSTRUCTION SERVICES FOR SENIOR CENTER - CDBG  
REQUEST FOR SUBSTITUTIONS**

To: Wakefield Beasley & Associates  
**THROUGH Melissa Hawk**  
Purchasing Manager, Dawson County  
via [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)

From: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Specification Section No. \_\_\_\_\_ Page No. \_\_\_\_\_ Article and/or Paragraph No. \_\_\_\_\_

Proposed Substitute: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Deviation from specified item (attach complete supporting documents):  
\_\_\_\_\_  
\_\_\_\_\_

Changes in work necessary to permit use of this proposed substitution:  
\_\_\_\_\_  
\_\_\_\_\_

Effect in Construction Schedule (attach explanation):  
\_\_\_\_\_

Change in Cost (attach breakdown): \_\_\_\_\_

Local Representative and Phone No.: \_\_\_\_\_  
\_\_\_\_\_

The undersigned, after thorough and careful review of the Project Requirements, does hereby certify that this proposed substitution is equal or better in every significant respect to that required and that it will perform adequately. I further waive recovery of additional payment or time that I may subsequently consider necessary because of the failure of the substitute to perform adequately, or for coordination with project requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

The following information should accompany this form:

- a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
- b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC, IBC, and NFPA.
- j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

**REMINDER: NO CORESPONDENCE IS TO BE DELIVERED DIRECTLY TO THE ARCHITECT/ENGINEER OR ANY DAWSON COUNTY STAFF OUTSIDE OF THE DAWSON COUNTY PURCHASING OFFICE. DOING SO WILL RESULT IN YOUR BID SUBMISSION BEING DISQUALIFIED FROM EVALUATION.**

**THIS DOCUMENT AND ALL QUESTIONS ARE TO BE SENT TO MELISSA HAWK, DAWSON COUNTY PURCHASING MANAGER VIA EMAIL TO [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org) SAME SHALL BE RECEIVED NO LATER THAN THE DATE AND TIME LISTED ON PAGE 3 OF THE INVITATION FOR BID DOCUMENT.**