



DAWSON COUNTY GOVERNMENT

INVITATION FOR BID

FOR

DAWSON COUNTY GATEWAY LANDSCAPE PROJECT

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

SEPTEMBER 28, 2018, AT 10:30AM, EST

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

BID # 323-18

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.

ISSUE DATE: AUGUST 23, 2018

DAWSON COUNTY BOARD OF COMMISSIONERS

BLACKS MILL ROAD BRIDGE REPLACEMENT

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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

August 22, 2018

INVITATION TO BIDDERS

This is an invitation to submit a bid to Dawson County for materials and labor to complete the GATEway landscape project, indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids>. 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., September 28, 2018, tentative award date of the contract is October 18, 2018 at 6:00 pm.

There will be a non-mandatory pre-bid meeting to be held on, September 13, 2018, at 10:30 a.m., at 25 Justice Way, Administration Training Room, Dawsonville, GA 30534. Site visits will be on your own. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at mhawk@dawsoncounty.org no later than September 19, 2018, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than September 24, 2018, at 3:00 p.m. Answers to all questions received will be publicized on the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and broadcasted in an addendum.

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

Sincerely,
Melissa Hawk,
Purchasing Manager

**INVITATION FOR BID
FOR
DAWSON COUNTY GATEWAY LANDSCAPE PROJECT**

SECTION I – GENERAL OVERVIEW

A. INFORMATION TO PROPOSERS

1. BID SUBMISSION

The offerors shall package and seal its submittal so that they will not be damaged in mailing. One (1) original and one (1) soft copy* (Soft copy* is defined as various types of media that include but are not limited to: disc, flash drive or any other media to send a copy of the electronic proposal. Soft copies are to be included in the sealed submission) of the complete signed submittal must be received, **SEPTEMBER 30, 2018, AT 10:30AM, EASTERN STANDARD TIME**. Bids must be submitted in a sealed envelope stating on the outside, the vendor's name, address, **BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT** and delivered to:

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

Hand Delivery

Hand delivered copies may be brought to the above address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding Holidays. For a complete listing of Holidays, please visit www.dawsoncounty.org. If a sealed bid is delivered after 10:25 a.m., on the day of the opening, deliver the package to the Purchasing Manager, in the County Administration Training Room, Suite #2204. No submission will be accepted after 10:30 a.m., 2018, at which time all company names of offers received will be publically read aloud.

GPS Location

Some GPS systems cannot locate the above named address. Proposers may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Proposers should verify address is in Dawson County and not a surrounding community.

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

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

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

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** 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 Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

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. MINIMUM 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. BID OPENING

Bids will be opened and read immediately following bid deadline at the physical address stated in this document. A copy of the bid tabulation to the IFB will be posted on the County Website within three (3) days after the IFB has been opened.

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. All such materials shall remain the property of Dawson County and will not be returned to the respondent.

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 a Certificate of Insurance as proof of liability and workman's compensation insurance while under contract with Dawson County. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability at a minimum should cover \$1,000,000 per incident. Dawson County Board of Commissioners shall be named as additionally insured for the project herein.

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. 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.

SECTION II – GENERAL CONDITIONS

A. PURPOSE

Dawson County Purchasing Department is soliciting sealed bids from licensed, qualified providers with demonstrated competence and experience to provide all labor and materials required to perform the scope for the GATEway landscape project. Detailed specifications are detailed under this Section. The County does not guarantee a minimum or maximum value for this contract.

B. CONTRACT PERIOD

The initial term of a contract awarded as a result of this Invitation for Bid shall be from date of award through acceptance of the project from the County. Project shall be completed by November 30, 2018 in accordance with the GDOT approved planting season.

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.

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.

Dawson County will not incur any costs as a result of preparation of a response for this IFB.

C. BACKGROUND

Dawson County Board of Commissioners has been awarded a GDOT-funded grant to complete the specifications detailed on the enclosed drawings/plans.

D. VENDOR REQUIREMENTS

Contractors must be qualified to perform the scope of work listed below. Qualifications include at a minimum of five (5) years' experience in bridge rehabilitation as specified in the options listed.

Contractor shall provide a one (1) year warranty on all materials utilized in this project.

E. SCOPE OF WORK

Contractor is to provide watering as needed to ensure plant health during the full one-year warranty period. No irrigation is required in the scope of work for this project.

Drawings/plans for this project being on page 111 of this document.

Scheduling and Delivery

The Contractor must provide the crew manned by the number necessary to complete the task.

The Contractor shall ensure delivery, installation and clean-up of the site is made during the agreed upon days and times with the County Project Manager during the pre-construction meeting after award and will make efforts to reduce to a minimum any inconvenience to residents and visitors in the area.

Management Agent/Employees

The Vendor shall assign a main point of contact that will be responsible for the project.

Each employee working on the project must be clearly identifiable with a company uniform and badge/work identification card.

Warranty

The labor is to be warrantied for one (1) year.

The bid is to contain contact information of the individual/firm who will be responsible for the warranty work for this project.

Completing the Vendor's Price Proposal Form

1. Vendors must provide pricing on the **Vendor's Price Proposal Form** included in this document.
2. If a vendor does not wish to bid a certain item the response of "**No Bid**" is appropriate. This does not disqualify vendors. Dawson County will look at the totality of each proposal.
3. Where errors or omissions result in discrepancies in bid totals, prices per unit as submitted will be binding.
4. Due to the nature of this material it is *vital* that all material arrive on or before the proposed number of delivery days stated in the Price Proposal Sheet. Time is of the essence and is an essential element of this IFB.

Payment

1. Upon inspection and acceptance of all goods, amount due shall be eligible for payment.
2. Vendor must furnish delivery receipt with invoice identifying that order has been delivered in accordance with specifications, quantities, and price set forth on the original order. A Dawson County employee's signature must appear on the delivery receipt or invoice.
3. Dawson County is tax exempt. A Tax Exemption certificate will be provided upon award.
4. Dawson County cannot exempt others from taxes. Vendor must pay taxes as applicable by law.
5. Dawson County reserves the right to deduct from payment any monies owed to Dawson County by the vendor.
6. Itemized all invoices in full. Show payment terms, reference Purchase Orders (if applicable).
7. Inspection and Acceptance of Deliveries: The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications.

Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality subject to an adjustment in price be determined by the department.

8. Upon inspection and acceptance of all items, amount due shall be eligible for payment. Bids that require a down payment or mid-payment are not acceptable.
9. Final payment will be based upon actual in-place products and upon acceptance by the County.
10. Dawson County pays on a NET/30 term based on date correct invoice received by our Accounts Payable Department. All invoices should be sent to:

Dawson County Board of Commissioners

ATTN: Accounts Payable

25 Justice Way, Suite 2220

Dawsonville, GA 30534

cmcmillon@dawsoncounty.org

11. 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.

12. 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 a registration fee.*

C. ADMINISTRATION

The contract will be administered by the Purchasing Manager with the Dawson County Public Works Director or designee being the main point of contact for all questions during the term of the contract.

D. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected 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. 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.
 6. 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 Vendor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
 7. By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, 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.
 8. 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 Vendor shall comply with applicable federal, state, and local laws and regulations.
 9. 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.
 10. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent.

E. BONDS

Bid Bond – 5%

Payment Bond – 100%

Performance Bond – 100%

F. 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.

G. FINAL SELECTION

Following review of all qualified offers, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete the contract process.

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. It is the intent of the County to award all services to one (1) Contractor.

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.

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.

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.

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

Herein

Refers to information presented in the project manual.

Holidays

Legal holidays designated by the Owner.

Install

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

May

Refers to permissive actions.

Owner

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

Person

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

Project

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

Project Manual

Those contract documents prepared for bidding and as amended by addenda.

Provide

Furnish and install, complete in place.

Punch List

List of incomplete items of work 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.

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.

Specifications

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

Specify

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

Submittals

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

Substantial Completion

Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

Substantial Completion Date

Date shown on the certificate of Substantial Completion.

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 and materials required under this Contract for a period of one (year) 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'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.

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 proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar day notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The 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, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request, or any communication required to be or that may be given by the 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.

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 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.

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.

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.

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 ten (10) 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

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

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

The Contractor shall be responsible for and pay for all testing in accordance with the project plans and specifications.

Tests for infiltration, line and grade of sewer, hydrostatic and leakage tests on force mains shall be made by the Contractor in the presence of the Engineer/Architect. No portion of the work will be accepted for partial or final payment until tests prove it has been satisfactorily completed. All such tests shall be documented, signed by the person conducting the tests and reviewed by the Engineer/Architect and approved by the Owner prior to payment.

27 - Substantial Completion

At such time as the 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.

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.

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.

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.

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.

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.

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.

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 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, 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.

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.

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 ten (10) days after Notice of Award of the Bid, the Contractor shall submit to the Engineer/Architect a Job Progress Chart in triplicate indicating graphically the estimated date of starting and the length of time required to complete the various items of work to be done under this contract, together with the amount of money involved in each item. The complete schedule shall include everything required in the execution of the contract and the total figure shall equal the contract price. The schedule shall show the anticipated payments for each month. Up-to-date schedules shall be submitted each month.

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

Schedule Revisions

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

The written application for approval of a proposed substitute must be accompanied by technical data which the party requesting approval desires to submit in support of his application. 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 application to the Purchasing Manager for approval of a proposed substitute 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 questions of equivalence.

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

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.

51 - Manufacturer's Directions

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

52 - Product Data

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

53 - Operation and Maintenance Information

Six (6) complete sets of operation and maintenance information shall be provided for all mechanical and electrical equipment. 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. In addition, the following items of information shall be provided where applicable:

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

Control Diagrams: Diagrams shall show internal and connection wiring.

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

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

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

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

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

Spare Parts List: This list consists of the manufacturer's recommendations of numbers of parts which should be stored by the Owner and any special storage precautions which may be required.

Original warranties as required by the contract documents and as supplied by the manufacturer.

54 - Record Drawings

Record drawings refer to those documents maintained and annotated by the 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.

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

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

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

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

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

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

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

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

At completion of work, the Contractor shall furnish a second set of black line prints, which he shall mark up with as-built features exactly duplicating the original marked set. The Contractor shall then deliver both sets of marked prints to the Architect. Prints shall be furnished by the Contractor.

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.

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.

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 Contractor 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.

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.

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. 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.

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.

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

The 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.

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.

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, 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.

74 - Progress Payments

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

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.

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 30th 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 ten (10) 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.

78 - Payments Withheld Prior to Final Acceptance

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

Defective work not remedied.

Claims filed or reasonable evidence indicating proposed public filling 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.

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.

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 **One Hundred Dollars (\$100)** 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.

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.

-End of This Section-



BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT VENDOR'S CHECKLIST

Company Name: _____

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

ITEM DESCRIPTION

<input type="checkbox"/>	Vendor's Checklist
<input type="checkbox"/>	Vendor's Information Form
<input type="checkbox"/>	Vendor's Price Proposal Forms
<input type="checkbox"/>	Vendor's Bid Bond. All other bonds upon contract execution
<input type="checkbox"/>	Vendor's Reference Form
<input type="checkbox"/>	Execution of Proposal Form
<input type="checkbox"/>	Addenda Acknowledgement Form and Any Addenda Issued
<input type="checkbox"/>	Proposer's Certification and Non-Collusion Affidavit
<input type="checkbox"/>	Drug-Free Workplace Affidavit
<input type="checkbox"/>	Georgia's Security and Immigration Compliance Act Affidavit
<input type="checkbox"/>	<ul style="list-style-type: none">• Contractor Affidavit
<input type="checkbox"/>	<ul style="list-style-type: none">• Subcontractor Affidavit (if applicable)
<input type="checkbox"/>	Local Small Business Initiative Affidavit (if applicable)
<input type="checkbox"/>	Proof of Insurance/Certificate of Insurance
<input type="checkbox"/>	EEO Form
<input type="checkbox"/>	Completed W9
<input type="checkbox"/>	Legal and Character Qualifications Form
<input type="checkbox"/>	Copy of Valid Business License

Authorized Signature

Title

Print Name

Date

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



**BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT
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 WITH PROPOSAL



**BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT
VENDOR'S PRICE PROPOSAL FORM**

Company Name: _____

Item No.	Description	Quantity	UOM	Total Cost
1	Dawson County GATEway Landscape Project	1	Lump Sum	
2	Estimated Start Date:			
3	Warranty for Labor:			
4	Warranty for Materials:			

All pricing must be on the forms provided. Additional information may be attached to this form.

Point of Contact Information: Name: _____

Email: _____ Number: _____

Authorized Representative (Signature)

Date

Printed Name

Title

All costs to Dawson County are to be included in line item quoted above.

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



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 Glynn 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 #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT

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



BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT 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)

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

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

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

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



BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT

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

Date

Typed Name & Title

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



**BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT
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 Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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

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



**BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT
DRUG FREE WORKPLACE**

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

Whose address is:

And it is also that:

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

2. A drug free workplace will be provided for the 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 (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

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

Date

Signature

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



**BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

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

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

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT** was issued except: 1) through the Purchasing Department 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

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

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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



Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the 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 RETURN IT TO:

Melissa Hawk
Dawson County Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534
Phone: 706-344-3500 x 42223
Fax: (706) 531-2728
Email: mhawk@dawsoncounty.org



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

Contractor's Name:	
County Solicitation/ Contract No.:	

CONTRACTOR AFFIDAVIT

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

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

EEV / E-Verify™ Company Identification 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 Public

[NOTARY SEAL]

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)**

Contractor's Name:	
County Solicitation/ Contract No.:	

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.

Contractor's Name:	
Subcontractors:	



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

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

SUBCONTRACTOR AFFIDAVIT

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

EEV / E-VerifyTM Company Identification 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



Dawson County Board of Commissioners

Local Small Business Initiative

Purpose & Scope:

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

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

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

Definition of Local Small Business:

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

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

- Goods or services provided under a cooperative purchasing agreement or inter-local agreement;

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

Affidavit:

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

How Incentive Works:

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

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

Waiver:

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



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

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

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

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

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

Attest: _____

Sworn to and subscribed before me this

_____ day of _____, 20____

Notary Public

Commission Expires: _____
(SEAL)

Authorized Signature

Print Name

Title



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 #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT

Please place an “X” on the line that apply

Owner Gender: ☐ Male ☐ Female

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

Disability: Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of such impairment; or (3) is regarded as having such impairment.
 ☐ Yes ☐ No

Minority Owned Business: ☐ Yes ☐ No

Disadvantaged Business Enterprise (DBE) Company? ☐ Yes ☐ No

Number of Employees: _____

Staff Race/Ethnicity make-up: ☐ White/Caucasian ☐ Hispanic or Latino ☐ Asian
(Provide % on line) ☐ Black or African American ☐ American Indian or Alaska Native
 ☐ Native Hawaiian or Other Pacific Islander ☐ Two or More Races

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



IFB #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT

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.

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

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

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.

Firm's Name

Authorized Signature

Date

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



IFB #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT

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?

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

Civil Proceedings: Has the 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?

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

License Revocation:

	Y	N
Has the 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.

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



IFB #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT

LEGAL AND CHARACTER QUALIFICATIONS

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

NAME

ADDRESS

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

**CONTACT
PERSON**

TITLE

**PHONE
NUMBER/EMAIL**

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

SAMPLE CONTRACT NUMBER: 323-18

AGREEMENT BETWEEN OWNER AND CONTRACTOR

BID #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT

This Agreement is made and entered into this day of , 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 #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT** 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 #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT 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, if required, 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 Work

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 #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT.

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 delivery goods/materials as submitted in the IFB bid response upon receipt of the notice to proceed or Purchase Order.

4.1.2 The Owner reserves the right to insert a liquidated damages provision in any change work order.

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 the Contractor the fee calculated in accord with "Exhibit B" and set forth in the project specified within as the Fee Proposal for IFB. The Contractor and Owner shall periodically review project progress and schedules to insure timely completion of work and to determine the status of the estimated project budget.

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. Payment

6.1.1 The Owner shall pay to the Contractor on the basis of an executed invoice submitted by the Consultant shall be detailed to reflect the prices referenced in "Exhibit B" and incorporated herein by reference. Invoices shall be paid per Owner policies and procedures, which is typically 30 calendar days from receipt. If any dispute arises regarding an invoice, then the Contractor may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to

Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After delivery of the goods/materials by the Contractor, the Owner shall pay the Contractor all outstanding invoices. The Contractor agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Consultant resulting from such change work order and project.

6.1.2 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.

6.1.3 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 goods/materials are finally delivered, the Owner will make final inspection of the goods/materials and, if the goods/materials are 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 Attachment "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

6.3.2 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 inspection of goods/materials.

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 Attachment "C".

ARTICLE VII

THE OWNER

7.1 Information, Services and Things Required From Owner

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

ARTICLE VIII

THE CONTRACTOR

8.1 The Contractor shall deliver the goods/materials strictly in accordance with this Contract.

8.2 The Contractor shall supervise and direct the delivery of the goods/materials 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 goods/materials on behalf of the Contractor.

8.3 Warranty

8.3.1 The Contractor warrants to the Owner that all labor furnished to progress the delivery 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 goods/materials 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.

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 to ensure shipment of said goods/materials are handled properly. Absent written instruction

from the Contractor to the contrary, the undersigned shall be deemed the Contractor's authorized representative at the shipment 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 delivery of the goods/materials 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 Indemnity

8.7.1 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.

8.7.2 In claims against any person or entity indemnified under this Paragraph 8.7 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 8.7 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 delivery of goods/materials. 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 deliveries.

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 invoice(s) 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, perform steps necessary to determine the date of delivery, will receive records, written warranties and related documents required by this contract and will issue a final invoice 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.

ARTICLE X

CONTRACT TERMINATION

10.1 Termination by the Contractor

10.1.1 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.

10.1.2 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 10.2.1.

10.2 Termination by the Owner

10.2.1 *for Convenience*

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

10.2.1.2 The Contractor shall incur no further obligations in connection with the delivery and the Contractor shall stop delivery 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.

10.2.1.3 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.

10.2.1.4 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.

10.2.2 *for Cause*

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the delivery in a timely manner of proper equipment and/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.

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 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 XI

INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 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.

11.1.2 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 11.1.1 and 11.1.4.

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

11.1.4 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.

11.1.5 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 XII

MISCELLANEOUS

12.1 Governing Law

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

12.2 Successors and Assigns

12.2.1 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.

12.3 Severability

12.3.1 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.

12.4 Merger

12.4.1 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.

12.5 Confidential Information

12.5.1 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.

12.5.2 All documents and materials prepared pursuant to the RFP 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.

12.6 Litigation and Arbitration

12.6.1 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.

12.7 Condition Precedent – Litigation

12.7.1 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.

12.8 Term of Agreement

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

12.9 Multi-year Contract

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

12.9.2 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.

12.10 Notices

12.10.1 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

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Email: mhawk@dawsoncounty.org

Phone: 706-344-3500 x42223

-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

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: County Clerk

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: _____

EXHIBIT “A”

-End of Exhibit “A”

EXHIBIT “B”

-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 IFB #315-18 the BLACKS MILL ROAD BRIDGE
REPLACEMENT.

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 # IFB #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT**, 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

Title: _____

(Seal)

Signed, sealed and delivered
in the presence of:

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 #323-18 DAWSON COUNTY GATEWAY LANDSCAPE PROJECT**, 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.

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

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. _____

-PERFORMANCE BOND TO FOLLOW-

-CERTIFICATE OF INSURANCE TO FOLLOW-

-GATEWAY LANDSCAPE PROJECT DRAWINGS/PLANS TO FOLLOW-



GATEWAY LANDSCAPE PLAN

DAWSON COUNTY, CDOT DISTRICT ONE

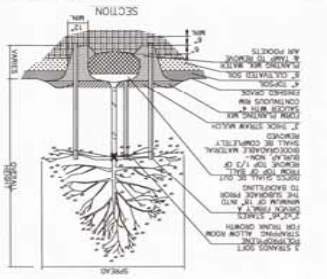
APPROVED
DEPARTMENT OF TRANSPORTATION
Brent E. Cook
Brent E. Cook
Engineering & Safety Requirements
Per MUTCD
DISTRICT ENGINEER

NOTES

1. NO BILLBOARDS ARE WITHIN 500 FEET OF THE SITE.
2. CDOT MILEPOST 43.5 IS LOCATED AT THE CENTER OF THE PROPOSED SITE.
3. NO IRRIGATION IS PROPOSED FOR THIS SITE.
4. ALL PLANT MATERIALS SHALL MEET MINIMUM REQUIREMENTS AS SET FORTH IN THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK.
5. ALL PLANTS SHALL BE HEALTHY, VIGOROUS SPECIMENS FREE OF ALL PESTS AND DISEASE.
6. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE OWNER BEFORE, DURING AND AFTER INSTALLATION.
7. IMMEDIATELY SOAK NEW PLANTINGS WITH WATER.
8. ALL UTILITIES SHALL BE FIELD VERIFIED PRIOR TO DIGGING OPERATIONS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFF QUANTITIES AND REPORT ANY DISCREPANCIES TO THE DESIGNER.
10. ALL PLANT DEES SHALL BE MULCHED WITH A MINIMUM OF 3" OF CLEAN FRESH PINESTRAW OR MULCH ON OWNERS' CHOICE.
11. PLANTING MIX: 3 PARTS TOPSOIL, 1 PART COARSE SAND, 1 PART PEAT MOSS OR APPROVED SUBSTITUE.



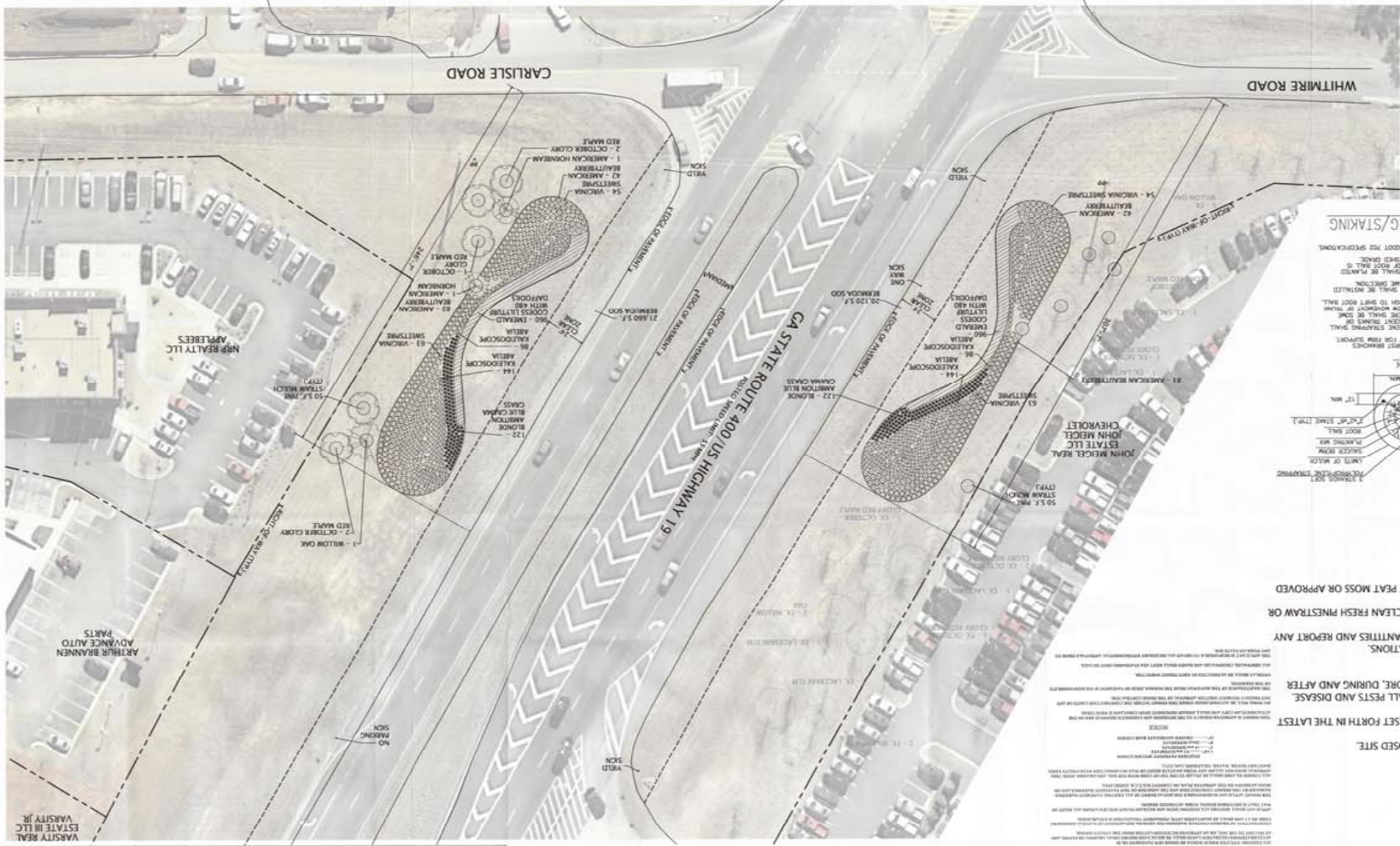
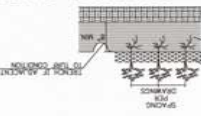
Know what's below.
Call before you dig.



DECIDUOUS TREE PLANTING/STAKING



GROUNDCOVER PLANTING



PLANT LIST

COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	REMARKS
AMERICAN HORSEMAN	CARPINUS CAROLINIANA	2	3" CAL.	FULL, SINGLE TRUNK
ACER RUBRUM	OCTOBER CLOVER	5	3" CAL.	FULL
WILLOW OAK	QUERCUS PHellos	1	3" CAL.	FULL
SHRUB				
CALIFORNIA AMERICAN		250	1" CAL.	FULL
BELORE AMBITON BLUE GRAMA GRASS		244	1" CAL.	FULL
ARIZONA X CANADIAN	KALIDOSCOM	460	1" CAL.	FULL
VIRGINIA SWEETSHRUB	ITIA VIRGINICA	234	1" CAL.	FULL
PERNNIALS				
LIBROE MUSCARI	TORE POTION NO. 1	1920	1" CAL.	FULL
DAFFODIL	MACTISSUS PSEUDOMARICUS	960	1" CAL.	FULL
GROUNDCOVER				
TRIMWAY 419 HYBRID BEAMUA		41,780 S.F.		