



**DAWSON COUNTY GOVERNMENT  
REQUEST FOR PROPOSALS  
FOR  
DESIGN-BUILD SERVICES FOR THE VETERANS  
MEMORIAL PARK POOL HOUSE**

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

**JULY 19, 2017 AT 10:30AM, EST**

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

**RFP # 295-17**

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

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ISSUE DATE: JUNE 9, 2017

**DAWSON COUNTY, GEORGIA  
REQUEST FOR PROPOSALS  
FOR  
DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK  
POOL HOUSE**

**SECTION I – GENERAL OVERVIEW**

A. PURPOSE

Dawson County Purchasing Department is soliciting **sealed** proposals from qualified individuals/firms who specialize in architectural, engineering, construction and construction management and project management services to design and construct a pool house for the Veterans Memorial Park, located at 186 Recreation Road, Dawsonville, GA 30534. Individuals/firms must provide all equipment, materials and labor to complete the scope of work. Details are listed under Section II and include, but not limited to, demolition, design, permitting and construction of a premier pool house facility. The County does not guarantee a minimum value for this contract.

B. INFORMATION TO PROPOSERS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Released	June 9, 2017
Pre-Bid Conference Meeting – <b>Mandatory – On-site</b>	June 26, 2017, at 10:30 a.m. EST
Deadline for questions to Dawson County to <a href="mailto:mhawk@dawsoncounty.org">mhawk@dawsoncounty.org</a>	June 30, 2017, at 1:00PM, EST
Deadline for Addenda posted on <a href="http://www.dawsoncounty.org">www.dawsoncounty.org</a> under Bids & RFPs	July 10, 2017, at 5:00PM, EST
Submittal deadline	<b>July 19, 2017 at 10:30AM, EST</b>
<b>Tentative</b> Award Date	August 17, 2017 at 6:00PM, EST

**Chart 1**

There will be a **mandatory** pre-proposal meeting, June 26, 2017, at 10:30AM, EST on site, at the current Veterans Memorial Park Pool House, located at 186 Recreation Road, Dawsonville, GA 30534.

2. BID SUBMISSION

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

One (1) original and four (4) copies of the technical proposal and one (1) original price proposal must be received by, **JULY 19, 2017, AT 10:30AM, EASTERN STANDARD TIME**. Technical and price proposals must be submitted in a **separate** sealed envelope stating on the outside, the proposer's name, address, the solicitation number **#295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL POOL HOUSE PRICE PROPOSAL**. If the price is referenced in the technical proposal, the submission will be disqualified and will not be evaluated. The complete submittal (price and technical) must contain the proposer's name, address and the solicitation number **#295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL POOL HOUSE** be delivered to:

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

#### **Hand Delivery**

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

#### **GPS Location**

Some GPS systems cannot locate the above named address. 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.*

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

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

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

3. **CONTACT PERSON**

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

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

4. **ADDITIONAL INFORMATION/ADDENDA**

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

***Proposers must acknowledge any issued addenda by including Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to***

**acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements**

5. **LATE SUBMITTAL AND LATE MODIFICATIONS**

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

6. **REJECTION OF PROPOSALS/CANCELLATION**

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

7. **MINIMUM RFP ACCEPTANCE PERIOD**

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

8. **NON-COLLUSION AFFIDAVIT**

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

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

9. **COST INCURRED BY PROPOSERS**

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

10. **RFP OPENING**

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

11. OPEN RECORDS

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

12. TAXES

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

13. PROPOSER INFORMATION

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

14. INSURANCE

Selected proposer will be required to provide Dawson County with a Certificate of Insurance for liability and workman's compensation insurance before work can begin on this County project and be effective for the duration of the work as

described in the Contract Documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

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

The insurance certificate **must name** Dawson County Government as an **additional insured** for the contracted project.

15. BONDS

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

16. ANTI-DISCRIMINATION

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

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

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

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

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

17. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

- A. A statement that indicates the PC will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the proposer is attesting to the following:
  - a. The affiant has registered with and is authorized to use the federal work authorization program;
  - b. The user identification number and date of authorization for the affiant;



- c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
- d. Any employee, PC, or Sub-contractor of such PC or Sub-contractor shall also be required to satisfy the requirements set forth in this paragraph; and
- e. Upon contracting with a new Sub-contractor, a PC or Sub-contractor shall notify Dawson County and shall deliver a completed Sub-contractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the Sub-contractor before the new Sub-contractor begins any work.

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

## **SECTION II – GENERAL CONDITIONS**

### **A. PURPOSE**

Dawson County Purchasing Department is soliciting **sealed** proposals from qualified individuals/firms who specialize in architectural, engineering, construction and construction management, project management services to design and construct a pool house for the Veterans Memorial Park located at 186 Recreation Road, Dawsonville, GA 30534. Individuals/firms must provide all equipment, materials and labor to complete the scope of work. Details are listed under Section II and include, but not limited to, demolition, design, permitting and construction of a premier pool house facility. The County does not guarantee a minimum value for this contract.

### **B. CONTRACT PERIOD**

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

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

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

C. BACKGROUND

The Design-Build is a project delivery system used in the construction industry. It is a method to deliver a project in which the design and construction services are contracted by a single entity known as the PC or the Design-Build PC.

The Veterans Memorial Park Pool House was constructed in 1967 and has moderate updates. It is home to the lifeguard house, the men's and women's restrooms and a catering kitchen.

The pool receives approximately 13,000 visitors annually. It hosts approximately 50 private events annually.

D. SCOPE OF WORK

PCs must provide all equipment, materials and labor to complete the scope of work. The Prime PC will ensure that all Georgia Laws, Rules, Regulations and Codes, to include but not limited to, the General PCs Official Code of Georgia Sections 43-41-1 through 43-41-17, Public Works Official Code of Georgia Title 36, Dawson County Planning and Development, Codes and Regulations, Building and Development Codes and the Georgia Department of Community Affairs, Georgia's Construction Codes

<http://www.dca.state.ga.us/development/constructioncodes/programs/codes2.asp>) are strictly adhered to where appropriate to the scope of work within this RFP document. All design plans will be approved by the County staff prior to beginning any ground work.

1. The Design-Build proposer selected for award shall hold the Design-Build Agreement with Dawson County and shall act in the capacity of the Prime PC (PC). The PC must assign a dedicated representative through the duration of the project to be reasonably available to the County and communicate weekly with the County on the progress of the project. The PC shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The PC shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

The PC warrants to the County that the construction, including all materials and equipment furnished as part of the construction, shall be new and without default.

Time is of essence in the completion of this project. The demolition start date shall not be before September 4, 2017 and no later than September 6, 2017. The construction completion shall be no later than March 1, 2018.

Specific areas of work for this project include, but not limited to the following:

- Complete detailed design in accordance to the below design criteria
- Pre-construction engineering, planning, coordination and permitting
- Site Inspection and Engineering
- Demolition, site preparation and existing utility relocation
- Procurement of all design, engineering and construction work and materials
- Design Management
- Project Management
- Employee/Sub-contractor staging, management and coordination
- Materials staging and management
- Site access management and scheduling
- Independent special testing and inspection(s) in accordance with ASTM E329-07ae1
- Procurement and management of all in-house employees/Sub-contractors, vendors and suppliers
- Cost estimation, scheduling and controls
- Detailed design phase
- Site and Building Plan, elevations
- Construction of the project
- Quality assurance and quality control, including inspection and testing
- Turnover of the facility and systems, including but not limited to, warranties, operation instruction and maintenance brochures, and any necessary training.
- Obtaining the certificate of occupancy
- Deliverables required for material completion will include but, is not limited to, the following:
  - Certificates confirming the completion status of work, system operations, various legal affidavits, final (asset) costs, and any other certifications confirming the completion status of work.
  - Receipts for delivery of other deliverables prior to material completion such as owner's manuals, training manuals, key schedules and other deliverables.
  - Documents such as required operational permits from the Fire Marshall and any other required operational permits, initial test and balance report, facility operation and maintenance instructions, and other documents as specified in the trade specifications including warranties, guarantees, bonds (roof, wall,

discharge claims), certificates of manufacturers of major components, and other documents as required.

The project design shall consist of three (3) phases:

A. Preliminary Design Phase which will consist of, but not limited to, the following:

- List of applicable permits and permitting processes
- Preliminary drawings including, but not limited to, demolition plans, site civil plans, architectural, structural, mechanical, plumbing, HVAC, sound system and electrical drawings
- Equipment specifications including, but not limited to, materials of construction tables showing locations and materials proposed for equipment, piping, pipe supplies, hardware, structural materials and any other services subject to corrosion
- All testing, surveying, etc. required

The PC will submit preliminary designs to the County within thirty (30) days of contract execution, keeping in mind the construction completion date of March 1, 2018.

B. Detailed Design Phase which will consist of, but is not limited to, the following:

- Architectural door, window, finish and hardware schedules and details
- Updated drawing and specifications lists
- Updated site, grading, drainage and electrical site plans
- Site sections and details
- Updated electrical single-line drawings
- Building and structure foundation plans, floor plans and sections, concrete mix design(s)
- Updated architectural plans and elevation
- Updated mechanical systems plans, sections and details
- Updated HVAC systems plans, sections and details
- Updated plumbing, sections and details
- This phase may consist of more than one meeting and result in additional drawings, etc.
- Preliminary construction cost and preliminary cost schedule. Preparation of the construction cost estimate may employ the application of commercially available cost modeling software tools and project cost information publications and resources (e.g., Sage Timberline, RS Means Building Construction Cost Data and other recognized industry tools).

The PC will submit changes during this phase to the County within 15 (fifteen) days of receipt of changes of each submittal of renderings, keeping in mind the construction completion date of March 1, 2018.

The PC will ensure that changes are within the contract pricing.

Concepts developed and reviewed during the Detailed Design Phase will be considered permanent at the end of this phase.

- C. Final Design Phase which will consist of, but is not limited to, the following:
- Final plans, sections and details for civil, architectural, structural, mechanical, plumbing, electrical and HVAC drawings
  - Final technical specifications for all work disciplines
  - Final Architectural door, window, finish and hardware schedules and details
  - Final electrical single-line drawings
  - Final electrical panel schedules
  - Final operation and maintenance plans
  - Final construction cost and detailed cost schedule

Following the appropriate review and incorporation of comments, all drawings shall be sealed and signed by a professional holding a State of Georgia certification of the appropriate discipline. The final renderings will be submitted to the County within forty-five (45) days of design development approval, keeping in mind the construction completion date of March 1, 2018.

Drawing formats and requirements will consist of, but not limited to, the following:

- Digital drawing files shall be submitted at the completion of design in Adobe Acrobat X Standard
- A unique file name shall be assigned to each drawing. A consistent file name format and a table of contents shall be utilized throughout the project.
- Signature blocks shall be included to show the name of the primary individual producing drawing, the primary designer, the primary reviewer, and the PC's Engineer approving the drawing. All names in the signature block shall be the first initial and the complete last name.
- Standard legends and abbreviations shall be used throughout the Project. Standard legend sheets shall be prepared containing all symbols and abbreviations used on the Drawings.

- Drawings shall include a sequential revision number to allow tracking of the drawings. Title block shall note drawings issued for procurement or construction and any subsequent changes including final.

All design submittals required under Applicable Laws to be sealed and signed shall be done so by the PC's Architect/Engineer currently licensed in Georgia under Applicable Laws.

Design submittals shall be delivered in bound sets, indexed and clearly marked to indicate the date of issuance and stage of development.

Three (3) hard copies and one .pdf copy of drawings, specifications and other design submittals shall be provided for the preliminary and detailed design phases.

Six (6) hard copies and one .pdf copy of drawings, specifications and other design submittals shall be provided for the final design phase.

As part of each design submittal, review comments from previous discussion shall be submitted with actions taken to address concerns.

Site Utilities are as follows:

- As this is a demolition, design, construction project; the site does have existing utilities.

All final record drawings of utilities and the facility shall be provided after construction has been completed.

Site Drawings shall be organized as followings:

- The site plan shall be organized where the drawings shall be parallel or perpendicular to the grid system.
- The drawing scale for the site plans shall be a maximum of 30"x42" dimension, weight of bound plans should not exceed a maximum of twenty (20) pounds per volume
- Site drawings shall consist of the following:
  - Existing conditions
  - Demolition plans
  - Finished grading/vertical control plans (grading and drainage plans)
  - Existing contours
  - Finished grade contours and spot elevation

- Storm drainage system, profiles and details
- Erosion and sediment control plans
- Concrete, masonry, metals, wood & plastics, thermal moisture, finishes, equipment, special construction (if any), conveying systems, mechanical and electrical

Typical construction details shall be developed for the site improvements.

Site utilization and construction staging plan shall be developed by the Design Builder to include but, not limited to, utilities such as power, sanitary and telephone hookups, transportation logistics and other common services required supporting the construction activity.

Demolition Plans to the facility and improvements shall include but, not limited to, the following:

- Verify existing facility information. Confirm that layout is correct, complete, and up to date.
- Determine allowable methods of demolition.
- Identify the limits of demolition requirements and delineate areas of demolition (building, pavement, utilities). A separate drawing is required for delineating buried structures and utilities located below surface structure or utilities.
- Identify the disposition of salvageable materials and equipment
- Determine environmental safety issues.

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

All sewers/lines/pipes and soil erosion and sediment control shall be designed in accordance with the Georgia Department of Natural Resources, EPD criteria. All soil erosion and sediment control measures used in the Project shall be detailed in a separate drawing.

The fire protection system shall meet the requirements established in the lasted edition of the NFPA code and County codes.

The following is a brief description of the requirements of the pool house structure:

- The structure must be 60'L x 25'D to include an awning that continues from the front of the building for 10'D and an awning that continues from the right side of the building 15'L. The total footprint of the structure will be 2625 square feet.
- The building is to be ADA compliant in any area marked for pedestrian activity.
- The entire structure will have a concrete foundation, electricity, aluminum frame, metal roof/awning, central heat/air. The entire structure will have face block and real rock, stacked stone at a minimum of 3' from ground up. There shall not be any grade in any area marked for pedestrian activity. All lighting shall be LED to include but, not limited to, all inside, outside and security lighting.
- The structure will contain the following rooms each to be a total of 15'L x 25'D:
  - Lifeguard/security office
  - Women's Bathroom
  - Men's Bathroom
  - Caterer's Kitchen
- The awning attached to the front of the building will cover the entire length of the building and extend forward for 10' in depth.
- The awning attached to the right side of the building will extend 15' in length.
- The Men's and Women's restroom will have cold water at the sinks and hot and cold water at the showers.
- The Caterer's Kitchen will have both cold and hot water.
- There shall be a low drain system.
- All floors shall be constructed of materials conducive to continued exposure to water.
- There shall be a handicapped-accessible water fountain.
- There shall be an outdoor grill constructed of a minimum of 18 gauge, grade-304 stainless steel; grill grates to be constructed of cast iron; minimum size of 32"L x 18"D.
- The Lifeguard/security office will be divided into two, equal-sized rooms with an entrance from the office to the storage and from the storage to the outside. The two outer doors will be fabricated from 18" gauge steel with a door handle lock and a deadbolt lock. The interior door may be either metal or wood with a door handle lock. All doors are to be standard in size. The front portion will be used as an office and fee collection area. This portion of the room will have an integral frame/package counter roll-up door (constructed with aluminum curtain, stainless steel frame and sill) on the left



side capable of locking from the interior. The outer door will exit to the covered awning. This portion will contain the mechanical for an outdoor sound system capable of playing AM/FM Radio, CDs and I-pod at a minimum. This system will have four outside speakers positioned accordingly to allow for maximum coverage of the outdoor areas. This portion must have a telephone line. The back portion will be used for storage. One side of this portion will have floor to ceiling industrial shelving. The electrical panel will be installed on the opposite wall. The outer door will exit to the rear of the room.

- The Men's Restroom shall contain 2 shower stalls, 2 lavatory stalls and 2 urinals and 3 sinks. 1 sink, 1 shower and 1 stall must be ADA compliant. The walls are to be constructed of materials conducive to continued exposure to water. The stalls are to be constructed of either solid plastic (High Density Polyethylene) or stainless steel. The shower stalls are to be constructed of solid plastic (High Density Polyethylene) and bench and stainless curtain rod. There shall be a horizontal baby changing station constructed of solid plastic (High Density Polyethylene), built-in hook for diaper bag/handbag, minimum dimensions – 35”L x 22”H x 23”W. The commodes shall be manual, eco-flow, capable of winterizing. The sinks shall be manual. There shall be one exterior door constructed of 18” gauge steel with a door handle lock and deadbolt lock, ADA compliant.
- The Women's Restroom shall contain 2 shower stalls and 3 lavatory stalls and 3 sinks. 1 sink, 1 shower and 1 stall must be ADA compliant. The walls are to be constructed of materials conducive to continued exposure to water. The stalls are to be constructed of either solid plastic (High Density Polyethylene) or stainless steel. The shower stalls are to be constructed of solid plastic (High Density Polyethylene) and bench and stainless curtain rod. There shall be a horizontal baby changing station constructed of solid plastic (High Density Polyethylene), built-in hook for diaper bag/handbag, minimum dimensions – 35”L x 22”H x 23”W. The commodes shall be manual, eco-flow, capable of winterizing. The sinks shall be manual. There shall be one exterior door constructed of 18” gauge steel with a door handle lock and deadbolt lock, ADA compliant.
- The Caterer's Kitchen will be divided into two rooms (1/3 to be storage and 2/3 to be work space) with an entrance from the office to the storage and from the storage to the outside. The two outer doors will be fabricated from 18” gauge steel with a door handle lock and a deadbolt lock. One outer door shall exit to the rear; the second outer door shall exit to the front. The interior door may be either metal or wood with a door handle lock. All doors are to be standard in size. There shall be 2 stainless steel sinks, one stainless steel

preparation table, an integral frame/packaged counter roll-up door (constructed with aluminum curtain, stainless steel frame and sill) on the front side capable of locking from the interior. There shall be storage shelving on one side of the storage room area.

- Awning legs to be wrapped at same height of the structure with real rock, stacked stone. There shall be open, weather-resistant cubbies built underneath the awning.

2. The PC's design consultant shall perform in the contractual capacity of a sub-contractor to the PC, if not an in-house personnel, and as the Architect/Engineer of record for the project.

3. The PC must have in-house capability or have sub-contractors for the following required disciplines:

- Electrical/HVAC Engineering
- Plumbing Engineering
- Structural Engineering
- Plumbing: Plumbing and/or gas fitting, any and all other work
- HVAC: Steam and/or hot water heating and ventilating apparatus, any and all other work
- Electrical: Wiring, junction box, sound system, any and all other electrical work
- Aluminum: Framing, roof, any and all other work
- Concrete/Foundation/Masonry Work
- Demolition

The architect and the engineer can be the same individual.

4. The PC shall comprise a Design-Build Team from either in-house personnel or establishing sub-contractor agreements for the following:

- PC Architect/Engineer
- PC Project Manager/Superintendent
- PC Safety Coordinator/Inspector
- PC Quality Assurance/Quality Control Coordinator/Inspector

5. The function of each Design-Build Team is to include, but not limited to:

The PC's Project Architect and Engineer can be the same person. The PC's Project Manager and Superintendent can be the same person or two individuals. The PC's Safety Coordinator/Inspector and the Quality Assurance/Quality Control Coordinator/Inspector can be the same person or two individuals.

- The PC's Architect/Engineer:  
Shall serve as the designer for the project from start to finish ensuring quality, innovative and functional design; produce detailed blueprints and make necessary corrections; keep within budgets and timelines; ensure that all works are carried out to specific standards, building codes, guidelines and regulations; make on site visits to check on project status and report on project; develop the construction punch list in partnership with the County.
- The PC's Project Manager:  
Shall serve as the PC's point of contact for the Project, and is defined by the Design-Build Agreement as the person designated by the PC to serve as its representative and "be available for general consultation throughout the Project. The PC's Project Manager shall have authority to receive and transmit instructions and information and render decisions related to the Project on behalf of the PC, and shall have the non-exclusive authority to bind the PC in all decisions, changes or other matters relating to the Project." The PC's Project Manager shall serve as the PC's point of contact on all matters relating to Work including, but not limited to, contract compliance, progress of work, overall project scheduling, financial matters and contract changes.
- The PC's Superintendent:  
Shall serve as the PC's on-site point of contact in all matters relating to the Work including, but not limited to, scheduling of work, supervision of Sub-contractors, testing and utility interruptions and connections. The Superintendent is responsible for supervision of the PC's Work through Final Completion of the Project, including the supervision of employee/Sub-contractors. The Superintendent shall be present on the Project Site whenever Work is being performed, and shall attend all weekly Project meetings. The Superintendent shall be capable of identifying existing and predictable hazards on the Site and working conditions that are unsanitary, hazardous, or dangerous to employees and shall have the authority to take prompt corrective measures to eliminate such hazards and conditions. The Superintendent shall not perform construction work. All directions given to the Superintendent from the County and from the Superintendent to the construction crew shall be binding.
- The PC's Safety Coordinator/Inspector:  
Shall serve as the PC's point of contact for all matters relating to project safety. The PC's Safety Coordinator/Inspector enforces and implements the safety requirements of the Contract, including the PC's Safety Plan. The Safety Coordinator/Inspector is on site at all times during building activities, foundations work, trench work and structural steel/aluminum erection.

- The PC's Quality Assurance/Quality Control Coordinator/Inspector:  
Shall serve as the Authority's point of contact for for all construction quality issues, and shall perform coordination between the PC, Sub-contractors, and any independent testing labs, and shall have the authority to act for the PC in all construction quality control matters. The QA/QC Coordinator shall be onsite at all times during construction to perform construction quality control duties.

#### **Notice of Award**

The PC agrees that in the case of failure on his part to execute the said contract and the bonds within fifteen (15) consecutive calendar days of receipt of a written Notice of Award from the County, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds off the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

#### **Notice to Proceed**

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

#### **Weather days**

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

#### **Retainage**

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

#### **Liquidated Damages**

The County and the PC recognize that time is of the essence with this project. The County and the PC also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the County if the work is not completed within the agreed upon time. Accordingly, instead of requiring any such proof, the County and the PC will agree that as liquidated damages for delay (but not as a penalty), the PC shall pay to the County **Five Hundred and 00/100 (\$500.00) Dollars** for each and every calendar day that expires after agreed upon date of completion.

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

### **Invoicing**

1. Dawson County is Net 30. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
2. Proposers shall invoice quarterly, by location, including a detailed list of services provided and only after work has been performed (in arrears).
3. All invoices will be paid in the year in which services are provided.
4. Proposer to provide contact information for dedicated team member to provide billing inquiries. More information is included in the Statement of Qualifications portion of this RFP.
5. Invoices should be sent via mail or email to:

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

### **Pricing**

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

### **Administration**

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

### **Permits and Licensing**

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

E. QUALIFICATIONS

This section identifies all information which must be submitted in each proposal.

Tab A - Company Background and Structure

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

The proposal must provide the following:

- Length of time the Proposer has been providing design-build services to local governments.
- Length of time the Proposer has been providing design-build services to private entities.
- Demonstrate the Proposer's experience working with projects equal to this scope of work of this RFP.
- Description of the Proposer's organization, financial resources, staffing levels, and any other evidence of its ability to successfully complete the project.
- Individuals/firms submitting a proposal shall submit with their proposal the latest comprehensive annual financial statement including the Auditor's Opinion letter.

- References applicable to this RFP. Including a list of completed governmental contracts during the last five (5) years with clients' address, telephone number, and contact person.
- References applicable to this RFP. Including a list of completed private entity contracts during the last five (5) years with clients' address, telephone number, and contact person.
- The proposer must certify that there are no circumstances, which will cause a conflict of interest in performing the services required.
- Statement listing any and all differences between your proposal and the work specified in the RFP.
- The proposer must demonstrate it is duly authorized to conduct business in the State of Georgia.

#### Tab B - Company Experience

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

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

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

The examples must concisely set forth the basic background information for the projects offered as comparable (dates and location and the cost and scope of the work). The examples must describe the effectiveness of the cited projects, and the methodology used to measure such effectiveness (on-time delivery, successful completion of project, effective management of costs). The examples shall demonstrate why the cited projects are comparable to the Project in cost, size, complexity or delivery method. Where applicable, the examples shall demonstrate the PC's experience working with the Sub-contractors and/or Consultants required to be



named, as described in the scope of work. (Identification and Prequalification of Members of Design Build Team) of this RFP. Each example must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the PC's performance on each project.

Tab C - Identification of all Contracted Personnel

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

Tab D - Qualifications of Key Team Members

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

The information shall be brief and include the following:

- Identification, qualifications and experience of all persons to be assigned to the County project site and team organization; and the assignments of responsibilities and level of experience by site position
- Identification and qualifications of any key team members and any subcontract consultants, including resumes of individual or the firm, as applicable. Resumes shall include the name and address of the contracting entity that is familiar with the work of each team member.
- The County requires that the assigned architect/engineer has at least five (5) years of practical experience fulfilling the scope of work of the same size project. The project architect/engineer will be assigned to Dawson County for the duration of the project.
- The County requires that the assigned project manager has at least five (5) years of practical experience involving project management of the same size



project. The project manager will be assigned to Dawson County for the duration of the project.

- The County requires that the assigned project superintendent has at least five (5) years of practical experience in a construction superintendent role of the same size project. The project superintendent will be assigned to Dawson County for the duration of the project.
- The County requires that the assigned project safety coordinator has at least four (4) years of practical construction experience. The safety coordinator must have completed a 30-hour OSHA Construction Industry Outreach Training Program and OSHA scaffold training.
- The County requires that the assigned project quality assurance/quality control coordinator/inspector has at least four (4) years of experience in a similar role.
- All personnel assigned to the project will be subject to the approval of the County and will be removed from this project by the PC upon written recommendation of the County's contract contact. Additionally, the PC shall notify the County's contract contact in writing of all changes in supervision or key personnel. The notice shall include the reason for the change and provide a plan for immediate replacement.
- Attach the following Georgia Licenses within this tab:
  - Georgia Utility Contractor's License
  - Georgia Registered Architect License
  - Georgia General Contractor's License
  - Georgia Conditioned Air Contractor's License
  - Georgia Electrical Contractor's License
  - Georgia Engineers and Land Surveyors License
  - Georgia Plumbers License

Tab E - Approach to Scope of Work

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

- A description of the individual/firm's organizational approach to the project.
- This portion of the Proposal shall state how the PC/firm proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final projects will be organized, formatted and presented.
- A description of the individual/firm's understanding of the scope and challenges of the project; The PC's approach to selection of materials and systems, including how such selections impact project cost, project delivery dates, and other matters.

- The approach shall also illustrate (through examples of relevant experiences in similar projects) how the PC/firm will successfully maintain an effective line of communication throughout the process.
- Address all tasks in the scope of work, providing detailed information on all work tasks required to complete the project within the performance period. Include a statement of understanding of work involved, particularly regarding the level of effort required for any portion of the Plan and its update.
- Purchasing Plan for project materials, including identification of long-lead items.
- Workforce plan for the project by phases, identifying the trades, types or percentages of work to be performed by the PC/firm's own forces as compared to the trades, types or percentages work to be subcontracted to others.
- Identification of Site logistics concerns and discussion of plan for site organization and maintenance of site;
- Approach to management of Design Team to include Sub-contractors and sub-consultants.
- Summary description of quality control and assurance program.
- Identification of code compliance concerns, special inspection issues, and plan for interaction with code officials.
- Summary description of start-up and testing program for systems and equipment.
- Identification of safety concerns and summary description of plan for site safety and efforts to reduce workplace injuries.
- Identification of security concerns and summary description of plan for site security.
- Plan for achieving timely project close out.
- The individual/firm shall submit a detailed bar-chart schedule for completion of the project, showing all design phases, the securing of the Dawson County staff's approvals of plans, as well as tracking major construction activities and milestones including substantial completion, final completion and project closeout. The bar chart schedule shall be accompanied by a written narrative indicating the individual/firm's approach and methodology for executing the Project within the milestone dates provided. The narrative shall address topics relevant to the performance and completion of the project that may include, without limitation, the following: identification of schedule concerns and constraints (e.g., completion of preliminary and final design, permitting issues, labor and material availability, winter weather conditions) and plan for completion of the project in accordance with the County's proposed date for

contract completion. Include discussion of plan for maintaining schedule and providing regular schedule updates.

- The Proposer will identify any design or construction feature that will set the facility as an iconic Pool House.
- The Proposer will provide the general color scheme, fixtures, casework, décor and the image sign and graphic elements.
- The Proposer will submit a minimum of two (2), with a maximum of five (5), different color sketches depicting the proposed facility. Sketches may be 11"x17" but, must be folded to 8 ½ " x11" when submitted and must include, but not limited to, the following:
  - The overall design of the facility
  - The lifeguard/security office
  - The men's and women's bathrooms
  - The caterer's kitchen
  - The awning coming off of the above areas
  - The awning to the right of the caterer's kitchen
  - Site Plan
  - Floor Plan
  - Electrical Plan
  - Plumbing Plan
  - HVAC system Plan
  - Manufacturer's information for the sound system

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

#### Tab F - References

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

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

Tab G - Financial Stability

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

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

Tab H - Business Litigation

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

Tab I - Financial Proposal

Proposers are to use the Proposer's Price Proposal Form provided within this RFP. All costs to the Dawson County Government must be included on the Price Proposal Form that the individual/firm will incur to complete all tasks associated with the Design-Build for the Veteran's Memorial Pool House. **Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered a non-responsive bid.**

Tab J – Required Solicitation Forms

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

F. EVALUATION PROCESS

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

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

Company Background and Structure	15
Experience and Qualifications of Dedicated Staff	15
Project Understanding/Approach to Scope of Work	15
References	10
Management Plan	15
Price Proposal	30
<b>TOTAL POINTS</b>	<b>100</b>

**Chart 2**

Presentations

The top ranking individual/firms *may* be invited to conduct oral interviews. If required, these presentations will be scheduled in advance and limited in time. Presentations will be conducted in Dawson County at a location to be determined. Independent scores compiled, during this phase of the evaluation by the RFP evaluators, will supersede the technical scores previously published for the Proposers selected to make an oral presentation.

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

**G. PROCEDURES AND MISCELLANEOUS ITEMS**

1. All questions shall be submitted in writing via email and directed to the Dawson County Purchasing Manager. All answers shall be communicated in the form of an addendum and posted on the County's website under the bid information; all individuals/firms responding to this RFP should check the website before responding to this RFP.
2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any proposer submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent

for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver goods in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the PC responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
6. By submitting a proposal, the proposer is certifying that they are not currently debarred from bidding on contracts by any entity of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any entity of the State of Georgia.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then PC shall comply with applicable federal, state, and local laws and regulations.
8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### H. BONDS

Bid Bond – **5%**

Payment Bond – **100%**

Performance Bond – **100%**

#### I. FINAL SELECTION

Following review of all qualified proposals, selection of a suitable proposer, and preliminary contract negotiations, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following

Commission approval, the County will complete the Contract Documents to the awarded PC for execution.

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

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

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

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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 PC/construction crew's work has been completed in accordance with the contract and in notifying the PC 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 PC 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), PC'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 PC and which have been prepared and reviewed by the Engineer/Architect/Owner and are referred to in the Contract Documents.

### Contract Price

Amount payable to the PC under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price proposals multiplied by the estimated quantities set forth in the proposal form.

### Contract Time

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

### Contractor/PC

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

### Contractor/Construction Crew/PC's Plant and Equipment

Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor/Construction Crew/PC to carry out the work, but not to be incorporated in the work. The Owner will make available to the Contractor/Construction Crew/PC, for his plant, equipment and storage, only the area

indicated on the Site Plan within the limits of the work. The Contractor/Construction Crew/PC shall confine his operations to his allotted areas to avoid interference with the Building's normal and continued operation. The PC's and Sub-contractor's personnel shall not be permitted to park their cars on Owner's property except in the area designated for construction. The General PC 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 PC, to include Design Team and construction crew, is ordered to perform or refrain from performing work under the contract.

Directive

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

Engineer/Architect

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

Equipment

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

Furnish

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

Herein

Refers to information presented in the project manual.

Holidays

Legal holidays designated by the Owner.

Install

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

May

Refers to permissive actions.

Owner

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

Person

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

Project

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

Project Manual

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

Provide

Furnish and install, complete in place.

Punch List

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

completed in accordance with the contract and (2) requests in writing that the Owner accept the work.

Shall

Refers to actions by either the PC or the Owner and means the PC 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 PC to acceptance under the contract.

Substantial Completion Date

Date shown on the certificate of Substantial Completion.

Will

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

03 - Permits and Regulations

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

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

04 - Verbal Agreements

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

05 – Lands of Work

Not Applicable to this RFP.

06 - General Warranty and Guarantee Against Defective Work

The PC/construction crew shall warrant and guarantee the work required under this Contract for a period of twelve months from the date of Final Acceptance. The PC/construction crew warrants and guarantees to Owner, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract

Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Engineer/Architect, the construction crew shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The PC/construction crew'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 PC 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 PC under this Paragraph shall not include normal wear and tear under normal usage.

#### 07 - Bonds

The PC 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 PCs 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 - PC's Insurance

##### A. Liability

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

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

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

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

- a) General Liability Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;



b) Automobile Insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and

c) Workers' Compensation Insurance as will protect potential bidder or offerer from Workers' Compensation Acts.

#### 09 – Liens

Neither the final payment nor any part of the retained percentage shall become due until the PC 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 PC may, if any Sub-contractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond). If any claim or lien remains unsatisfied after all payments are made, the PC 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 PC. Assigning or sub-letting the Contract shall not relieve the PC or his surety from any Contract obligations.

#### 11 - Joint Venture Contractor

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

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

### 13 - Business License

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

### 14 - Obligations and Liability of the PC

The PC 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 PC.

The PC shall coordinate his operations with those of any other PCs 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 PC 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 PC 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 PC 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 PC 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 PC shall so conduct his operations as not to damage existing structures or work installed either by him or by other PCs. 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 PC 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 PC 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 PC, himself is responsible for seeing that the work is installed in accordance with the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, employed by the Owner either to discover or to bring to the attention of the PC any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the PC 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 PC 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 PC

### A. Sub-contractors, Manufacturers, and Suppliers

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

### B. PC's Employees

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

D. Attention to Work

The PC, 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 PC alone shall be responsible for the safety of his and his Sub-contractor's employees. The PC 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 PC 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 PC 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 PC, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The PC shall provide the Construction Inspector with information requested in connection with the inspection of the work.

#### 16 - Compliance with Laws

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

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

#### 17 - Plans, Specifications, and Design

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

#### 18 - Drawings Furnished

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

#### 19 - Ownership of Drawings

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

#### 20 - Reference Standards

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

### 21 – Division of Specifications and Drawings

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

### 22 - Order of Completion

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

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

No payments will be made to the PC until the construction schedule has been submitted by the PC and approved by the Owner.

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

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

### 23 - Materials, Appliances & Employees

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

The construction crew/PC 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 and/or Owner to be insufficient, inefficient or inappropriate to secure the quality of work required or the proper rate of progress, the Engineer/Architect and/or Owner may order the construction crew 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 PC 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 construction crew/PC 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 PC shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, and stakes for pipe locations and other working points, lines, and elevations. Survey work shall be performed under the supervision of a licensed land surveyor or registered civil Engineer/Architect. PC shall reestablish reference bench marks and survey control monuments destroyed by his operations at no cost to the Owner.

#### 25 - Project Completion

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

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

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

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

#### 26 - Inspection and Testing of Materials

Before acceptance of the whole or any part of the work, it shall be subject to tests to determine that the accomplished work is in accordance with the plans and/or specifications. The PC 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 PC 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 PC 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 PC 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 PC 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 PC has completed the work and prior to requesting a final inspection, the PC 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 PCs, 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 PC shall afford other PC's reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.



### 30 - Sub-contractors

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

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

### 31 - Access

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

### 32 - Construction Schedule and Procedures

The PC shall submit and continually update a time schedule for the work and a sequence of operations.

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

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

### 33 - Project Management

The PC shall schedule and coordinate the work of the PC and all Sub-contractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this contract. Before ordering materials or doing work which is dependent upon coordination with site conditions, the PC shall verify all dimensions, elevations, grades, and utilities at the site and shall be responsible for the correctness of same. No consideration will be given any claim based on difference between the actual dimensions

and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Architect/Owner for decision before any work affected thereby is begun.

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

#### 34 - Entry

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

#### 35 - Preservation and Restoration

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

Throughout the performance of the work, the PC 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 PCs (if any) or to the Owner.

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

The PC shall keep the premises, rights-of-way and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the work; and every day as the work

areas as well as all tools, construction equipment and machinery and surplus materials; and shall leave the site clean. Any variations from this must be obtained in writing by the Owner. Trash burning on site will not be permitted. Prior to approval of a request for partial payment, the PC shall ensure that the work areas are cleaned up where construction has been performed during the period for which payment is requested.

When the work involves the laying of utility lines across grassed areas, streets, sidewalks and other paved areas; it shall be the responsibility of the PC 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, PC 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 PC.

#### 36 - Completion of "Punch List" Items

Prior to completion of the project, the PC 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 PC

##### PC's Representative

The PC shall notify the Owner in writing of the name of the person who will act as the PC'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 PC shall supervise and direct the work. He has the authority to determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the contract, a means, method, technique, sequence or procedure for the construction of that item of work.

#### 38 - Authority of Engineer/Architect

Engineer/Architect will be the initial interpreter of the requirements of the Contract Documents in conjunction with the Owner to the construction crew and shall review the work for acceptability of the work thereunder. Neither the Engineer/Architect's authority or responsibility under the Contract Documents nor any decision made by Engineer/Architect in

good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility of Engineer/Architect shall give rise to any duty owed by Engineer/Architect to PC, any Sub-contractor, any Supplier any other person or organization, or to any surety for employee or agent of any of them.

### 39 - Owner-PC Coordination

#### Service of Notice

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

#### Suggestions to PC

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

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

#### Cooperation

The PC agrees to permit entry to the site of the work by the Owner or other PCs performing work on behalf of the Owner. The PC shall afford the Owner, other Sub-contractors and their employees, reasonable facilities and cooperation and shall arrange his work and dispose of his materials in such a manner as to not interfere with the activities of the Owner or of others upon the site of the work. The PC shall promptly make good any injury or damage that may be sustained by other PCs or employees of the Owner at his hands. The PC 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 PC, the Owner shall arrange meetings with other PCs performing work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the PC informed of the planned activities of other PCs.

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

40 – Interpretation of Specifications and Drawings

Not applicable to this RFP Contract.

41 - Discrepancies in Specifications and Drawings

Errors and Omissions

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

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

Conflicting Provisions

In cases of conflict between the specifications and drawings, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the PC shall request a clarification from the Engineer/Architect. For any event where the PC claims any ambiguities or discrepancies within the specifications, the PC 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 PC shall provide and pay for material, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. Material and equipment shall be new, free of defects and of the quality specified. Equipment offered shall be current modifications which have been in successful regular operation under comparable conditions. Construction work shall be executed in conformity with the standard

practice of the trade. The PC is ultimately responsible for all work of all employees and sub-contractors and will warrant all work for this project.

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

To demonstrate his compliance with the contract requirements, the PC shall assist the Owner in the performance of inspection work.

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

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

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

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

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

#### Certification

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

#### 44 - Project Meetings

Project meetings will be held on site as often as deemed necessary by the Owner throughout the construction period. Meetings will normally be held monthly. PC'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

Not Application to this RFP Contract

#### 46 - Construction Schedule

##### Scope

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

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

##### Description

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

##### Submittal Procedures

Not Applicable for this RFP Contract.

##### Schedule Revisions

Revisions to the accepted construction schedule may be made only with the written approval of the PC 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 PC shall perform the work using materials and equipment of the best grade in quality and workmanship obtainable in the market from firms of established good reputations, and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment of work as a whole and in part. The PC is ultimately responsible for all work of all employees and sub-contractors and will warrant all work for this project.

#### 48 - Material and Equipment Specified By Name

Not applicable for this RFP Contract.

#### 49 – Submittal Procedure

##### General

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

##### PC's Responsibilities

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

##### Transmittal Procedure

##### General

Before each submittal, the PC 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 PC'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 PC's obligations under the Contract Documents with respect to the PC's review and approval of that submittal.

#### Deviation from the Contract

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

#### 50 - Requests for Substitution

Not applicable for this RFP Contract.

#### 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 Owner for inspecting, testing, operating or maintaining parts of the work shall be provided by the PC.

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 PC 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) PC layout and installation drawings; and (4) general and specific notes and detailed, dimensioned sketches regarding interferences, high water tables, poor soil conditions, relocation of existing utilities or other information pertaining to unusual or unexpected construction techniques, installations or conditions.

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

All utilities installed under this contract shall be shown on the drawings and located by sequential stations. Record drawings shall commence with the same station as the construction drawings. The following items shall be stationed on all utility record drawings: piping, valves, fittings, service lateral connection to the main, manholes, points of tie-in, fire hydrants and post hydrants. Also, the centerline of each paved street of which the utility crosses shall be given a station.

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

The drawings shall be marked to show the relative location of utilities to surface improvements. (i.e. show utilities on correct side of curb, trees, other utilities, etc.) Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Failure to maintain current record drawings shall be cause for delay of request for payment. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

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

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

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

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

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

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

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

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

The PC 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 PC 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 PC 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 PC must request and receive permission from the Owner.

#### 57 - Maintenance of Traffic and Sequence of Operation

General - The following requirements will apply:

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

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

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

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

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

#### Materials Required

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

Fluorescent orange traffic cones, 24" high.

#### Placement and Erection

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

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

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

#### Safety

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

#### Enforcement

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

#### Compensation

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

#### 58 - Lot Corners

Not applicable for this RFP Contract.

#### 59 – Existing Utilities

All known utility facilities are shown schematically on the plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the PC of his responsibility under this requirement. The PC shall be responsible for the cost of repairs to any damaged underground facilities; even when such facilities are not shown on the plans. The PC 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 PC 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 PCs' operations shall be conducted as to interfere as little as possible with utility service. Any proposed interruption by the PC 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 PC 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 PC shall be protected and kept in service by the PC and the PC shall notify the respective utility's owner that the line has been or will be uncovered. The PC 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 PC'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 PC 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 PC as a result of being disturbed, exposed or unsupported, the PC 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 PC is responsible for coordinating with the respective utility's owner any relocation, adjustment, holding or replacement of utility facilities.

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

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

The PC will notify the Owner of approval or disapproval of the proposed interruption and the restrictive conditions connected therewith. The PC is solely responsible to coordinate with and notify the Local Utility Company. The PC 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 PC shall schedule and sequence the delivery of material and equipment such that installation can be accomplished in a timely manner. The PC 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 PC 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 PC shall submit, for the Owner's review, a plan showing all designated storage and assembly areas. Should the PC choose to store material or equipment or use for assembly property which is not owned by the Owner or the PC, a letter of permission signed by the legal owner of the property shall be obtained by the PC and submitted to the Owner a minimum of 24 hours prior to delivery. All material and equipment stored at any facility other than the site shall be tagged with the Owners name and the project number.

#### 62 - Maintenance During Construction



The PC shall maintain the work from the beginning of construction operations until final acceptance of the Project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the roadway or structures are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State of Georgia, where applicable.

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

#### 64 - Compensation

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

#### 65 - Safety and Health Regulations

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

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

#### 68 – Sanitary Provisions

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

#### 70 - Cleaning Up

The PC 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 PC 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 PC 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 PC 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 PC shall remove all temporary electrical service and appurtenances prior to final acceptance by the Owner. Where permanent electrical service is required, the PC 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 PC 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 PC shall provide all water required to successfully perform the work. All water provided by the PC 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 PC shall remove all temporary water service and appurtenances prior to final acceptance by the Owner.

#### 73 - Environmental Impact

The PC 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 PC 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 PC shall conduct operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

#### Use of Chemicals

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

#### 74 - Progress Payments

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

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

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

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

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

Draw 4 – Dry In – Metal roofing, wood siding, windows, roll-up windows and exterior doors – 10%

Draw 5 – Rough In – Rough HVAC, electrical, plumbing, set showers, insulation, flatwork – 15%

Draw 6 – Trim Out – Drywall, interior doors, cabinets, countertops, interior trim, finish flooring – 12%

Draw 7 – Substantial Completion – Exterior trim, gutters, water and sewer hookups, finish plumbing and electric, outer doors, outdoor speakers, awning, cubbies, and all other required work to complete the Scope of Work – 18% - the Owner shall retain 10% of the gross value of the completed work until such time as the Owner has completed the Punch List and accepts the completed project.

Draw 8 - Final Payment – Retention - 10%

The PC shall also submit with each Request for Periodic Payment a progress report on a form approved by the Owner at or before the pre-construction conference. Failure to submit a progress report shall be grounds for the Owner to withhold payment. To expedite the approval of requests for partial payment, the PC 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 PC 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 PC shall submit evidence satisfactory to the that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in

case of disputed indebtedness or liens, the PC may submit in lieu of evidence of payment an additional Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated. This evidence will be the Affidavit of Payment, attached to this RFP.

Special Payment Provision: For PC where payment bonds have been waived, all Requests for Periodic payment forms submitted by the PC shall be accompanied by payment affidavits from each Sub-contractor/supplier for the services/materials claimed before payment will be released by the owner. Application for final payment shall also be accompanied by a lien waiver from each (sub) PC/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 PC 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 PC, 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 PC as a means to

force acceptance or completion. It shall be the responsibility of the PC 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 PC 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 PC.

Failure of the PC to make payments properly to Sub-PCs or for material or labor.

Damage to another Contactor.

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

#### 79 - Contract Time

##### General

Time shall be of the essence of the contract. The PC shall promptly start the work after the date of the notice to proceed and shall prosecute the work so that portions of the project shall be complete within the times specified in Section 46. During periods when weather or other conditions are unfavorable for construction, the PC 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 PC 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 PC 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 PC 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 PC 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 PC agrees that he will take some or all of the following actions to return the project to the accepted schedule. These actions may include the following:

Increase manpower in quantities and crafts.

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

Reschedule activities.

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

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

### Delays

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



If this cannot be done, the Owner shall determine how long the delay shall continue and to what extent the prosecution and complete of the work are being delayed thereby. He shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the PC of his determination. The PC agrees that no claim shall be made for delays which are not called to the attention of the Owner at the time of their occurrence.

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

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

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

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

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

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

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

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

#### 81 - Differing Site Conditions

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

#### 82 - Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the work. The PC shall proceed with the work, as changed and the value of any such extra work or change shall be determined as provided in the Agreement, and the contract sum adjusted accordingly. Any claim for extension of time caused thereby shall be adjusted at the time of

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

83 - Force Account and Extra Work

Not Applicable for this RFP Contract

84 - Claims for Extra Cost

Not Applicable for this RFP Contract

85 - Correction of Work Before Final Payment

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

If the PC 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 PC.

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 PC, or for the Owner to be paid directly by the PC the sum of **Five Hundred Dollars (\$500)** as fixed and agreed to as liquidated damages for each calendar day of delay until the work is complete. The PC, 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 PC. The work shall be resumed by the PC within ten (10) days after the date fixed in the written notice from the Owner to the PC.

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

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

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

#### Abandonment of Work

This Contract may be terminated by the Owner upon seven (7) days written notice to the PC in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the PC 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 PC, 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 PC in calculating his termination application for payment, shall develop his outstanding costs in accordance with Section 83, including those materials in transit and non-cancellable with the appropriate percentage markups; Sub-contractors shall follow same procedures. All costs must be substantiated by adequate back-up documentation. The termination will not affect any rights or remedies of the Owner against the PC then existing or which may thereafter accrue. Any retention or payment of moneys due to the PC by the Owner will not release the PC from liability.

##### Default Termination

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

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

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

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

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

If the PC substantially violates any provision of the Contract Documents;

or

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

Provided, however, that if there is evidence that the PC 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 PC 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 PC, 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 PC 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 PC under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

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

Transfer title and deliver to the entity or entities designed by the Owner, in the manner, at the times and to the extent, if any, directed by the Owner, and to the extent specifically produced or specifically acquired by the PC 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 other material produced as part of, or acquired connection with, the performance of the work terminated by the Notice of Termination, and the completed or partially completed plans, drawings, information and other property related to the work;

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

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

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

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

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

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

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

Any claim which the Owner may have against the PC;

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

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

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

#### 89 - PC'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 PC or of anyone employed by him, then the PC may, upon seven (7) days written notice to the Owner, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials excluding overhead, profit and damages.

#### 90 – Disputes Resolution

All claims, disputes and other matters in question between the PC and the Owner arising out of, or relating to, this contract or the breach therefore, shall be tried before a jury trial, unless otherwise stipulated between the parties. Any legal proceeding arising out of, or relating to, this agreement shall include, by consolidation, joiner or joint filing, any additional person or entity to the final resolution of the matter in controversy.

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

Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the PC 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 PC 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. PC 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. PC, 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 PC, 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 PC.

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 PC'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 PC shall notify the owner prior to the disposal of any salvageable material.

-End of This Section-



**BID #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
PROPOSER'S INFORMATION FORM**

1. Legal Business Name \_\_\_\_\_

2. Street Address \_\_\_\_\_

3. City, State & Zip \_\_\_\_\_

4. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_  
(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: \_\_\_\_\_

6. Primary Contact \_\_\_\_\_

7. Phone \_\_\_\_\_ Fax \_\_\_\_\_

8. E-mail \_\_\_\_\_

9. Company Website \_\_\_\_\_

10. Has your company ever been debarred from doing business with any federal, state or local agency?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please state the agency name, dates and reason for debarment.

\_\_\_\_\_  
\_\_\_\_\_

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



**BID #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
PROPOSER'S PRICE PROPOSAL FORM**

---

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

<b>Description</b>	<b>Unit of Measure</b>	<b>Cost</b>
Planning and Design of the Pool House at Veterans Memorial Park	Lump Sum	
Construction of the Pool House at Veterans Memorial Park	Guaranteed Maximum Price – Lump Sum	
<b>Total Cost to the County for the project</b>		

- Proposers must attached applicable licenses and certifications
- All costs incurred by the Proposer must be included in the Price of Project for the total scope of work as listed in this RFP.

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

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

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

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

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



**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 #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE**

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 #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
PROPOSER'S REFERENCE FORM**

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

References for: \_\_\_\_\_  
(Company Name)

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

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



**BID #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
EXECUTION OF PROPOSAL**

---

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

The potential PC 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 PC 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 PC agrees to the conditions as set forth in this Request for Proposal with no exceptions.

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

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Typed Name & Title

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





**BID #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
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 PC'S employees during the performance of the contract; and,
3. Each Sub-contractor hired by the PC shall be required to ensure that the Sub-contractor's employees are provided a drug free workplace. The PC shall secure from that Sub-contractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to the PC that a drug free workplace will be provided for the Sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

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



**BID #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
ADDENDA ACKNOWLEDGEMENT**

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

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

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

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

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

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

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

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



**BID #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

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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 solicitation #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE 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 PC 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 PC Affidavit, PC 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.

PC 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, PC will secure from the Sub-contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-contractor Affidavit and shall provide a copy of each such verification to the Dawson County Board of Commissioners at the time the Sub-contractor(s) is retained to perform such services.

### **PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:**

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

Fax: (706) 531-2728  
Email: [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)

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

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

**PC AFFIDAVIT**

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

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

\_\_\_\_\_  
EEV / E-Verify™ Number

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

\_\_\_\_\_  
Date

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

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

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

[NOTARY SEAL]

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

**My Commission Expires:**

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

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

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

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

<b>PC's Name:</b>	
<b>Sub-contractors:</b>	



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

<b>PC's Name:</b>	
<b>Sub-contractor's (Your) Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

**SUB-CONTRACTOR AFFIDAVIT**

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

\_\_\_\_\_  
EEV / E-Verify™ Number

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

\_\_\_\_\_  
Date

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

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

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

[NOTARY SEAL]

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

My Commission Expires:

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

**BID #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

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

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

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

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

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

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

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

\_\_\_\_\_  
Firm's Name

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

\_\_\_\_\_  
Date

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





**BID #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
LEGAL AND CHARACTER QUALIFICATIONS**

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

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

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

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

**License Revocation:**

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

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

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

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**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**



**BID #295-17 DESIGN-BUILD SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE  
VENDOR'S CHECKLIST**

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

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

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Vendor's Checklist  |
| <input type="checkbox"/> | Vendor's Information Form   |
| <input type="checkbox"/> | Vendor's Price Proposal Form  |
| <input type="checkbox"/> | Vendor's Qualifications as detailed in Section II, D                                      |
| <input type="checkbox"/> | References as listed under Section II, D  |
| <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"><li>• Contractor Affidavit</li></ul>                    |
| <input type="checkbox"/> | <ul style="list-style-type: none"><li>• Subcontractor Affidavit (if applicable)</li></ul> |
| <input type="checkbox"/> | Local Small Business Initiative Affidavit (if applicable)                                 |
| <input type="checkbox"/> | Proof of Insurance/Certificate of Insurance – Requirements listed on Page 7               |
| <input type="checkbox"/> | Completed W9  |
| <input type="checkbox"/> | Copy of Valid Business License  |
| <input type="checkbox"/> | Copy of Professional licenses (if applicable)   |

**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 subConsultants and suppliers of labor and materials have been paid all sums

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

between:

Dawson County Board of Commissioners and \_\_\_\_\_(Contractor),

last signed \_\_\_\_\_, 20\_\_\_ for the Design-Build for the Veterans Memorial Park Pool

House.

BY: \_\_\_\_\_

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

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

*(Seal)*

Subscribed and sworn to before the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

My commission expires on the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

*(Notary Seal)*

