

CHATHAM COUNTY GEORGIA

AUGUST 11, 2010

CHATHAM COUNTY DETENTION CENTER EXPANSION



INVITATION TO BID #B10-6-8-4 (NAICS Industry Code 236220)

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

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**BOARD OF COMMISSIONERS
CHATHAM COUNTY, GEORGIA**

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**CHATHAM COUNTY GEORGIA
Purchasing & Contracting Division
1117 Eisenhower Drive, Suite C
Savannah, GA 31406
Phone: (912) 790-1722, Fax: (912) 790-1627**

August 11, 2010

Bid No. B10-6-8-4

INVITATION

Congratulations. Your company has successfully passed the Pre-Qualifications process.

This is an invitation to **Pre-Qualified firms (only)** to submit a Single Prime bid to Chatham County for the construction of the Chatham County Detention Center Expansion Project, Savannah, Georgia as indicated herein. Sealed bids will be received at the County's Purchasing & Contracting Division, at the above address up to **2:00 p.m., Thursday, September 23, 2010** at which time they will be opened and publicly read.

Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink. Bids submitted as a result of this invitation must include the "Bid Form, Bid Schedule", items listed in the Bid Checklist and be returned in a sealed envelope or container marked "**SEALED BID**" with applicable "**BID NUMBER**" on the Outside. No bid can be considered unless so received. If you do not quote, please return a signed bid invitation sheet and state reason. Otherwise, your name may be removed from our vendors list.

The following dates and time line will be followed for the bid process:

1. **Pre-bid Meeting 1** (Mandatory for Single Primes, open to Mechanical, Electrical, Plumbing, Fire Protection, Roofing, Security and Site sub-contractors only).
Tuesday, August 24, 2010 at 9:00 am, Commission Meeting Room, 2nd Floor, Chatham County Courthouse, 124 Bull Street, Savannah, GA 31401.
2. **Site Visit 1** (Mandatory for Single Primes, above mentioned subcontractor trades may attend)
Tuesday, August 24, 2010 at 1:00 pm at the Chatham County Detention Center, 1050 Carl Griffin Drive, Savannah, GA 31405. The site visit will be a guided tour. Site access will not be allowed at any other time. Photographs of the construction site will not be permitted.
3. **Pre-bid Meeting 2** (Mandatory for Single Primes, open to Mechanical, Electrical, Plumbing, fire Protection, Roofing, Security and Site sub-contractors only).
Wednesday, September 8, 2010 at 9:00 am, Commission Meeting Room, 2nd Floor, Chatham County Courthouse, 124 Bull Street, Savannah, GA 31401.
4. **Site Visit 2** (Mandatory for Single Primes, above mentioned subcontractor trades may attend)
Wednesday, September 8, 2010 at 1:00 pm at the Chatham County Detention Center, 1050 Carl Griffin Drive, Savannah, GA 31405. The site visit will be a guided tour. Site access will not be allowed at any other time. Photographs of the construction site will not be permitted.
5. Last day for written questions from Contractor – Thursday, September 9, 2010 at 4:00 pm.

6. Owner/Architect responses by – Thursday, September 16, 2010 at 4:00 pm.

7. **Bids due – Thursday, September 23, 2010, 2:00 pm**, at Chatham County Purchasing & Contracting Division, 1117 Eisenhower Drive, Suite C, Savannah, GA 31406.

The Bidding Documents include the Bidding Requirements and the Contract Documents. The Bidding Requirements consist of Invitation to Bid, Instructions to Bidders, Bid form and other forms to be submitted with the bid. The Contract Documents include General Conditions, Plans (5 volumes), Specifications (4 volumes) and all Addenda. Bidders shall use complete sets of Bidding Documents in preparing Bids. The Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

All documents are in digital or electronic format and can be purchased in sub-set (s) by trade (s) by interested sub-contractors and suppliers for a fee from: Clayton Digital Reprographics (CDR) 1000-1 Eisenhower Drive, Savannah, Ga. 31406. Ph: 912-352-3880 Fax: 912-352-3881. Plans and Specifications may be reviewed in the Office of the Purchasing Agent at 1117 Eisenhower Drive, Suite C, Savannah, Ga. 31406, or at the office of the Minority and Women Business Enterprise Coordinator at 124 Bull Street (Old Courthouse), 3rd Floor Human Resources & Services Department. Also, plans and specifications may be reviewed at McGraw Hill Construction (Dodge Room) 1000 Eisenhower Drive, Suite G, Savannah, Ga. 31406. Ph: 912-354-6696 fax: 912-352-7860.

Any questions and/or misunderstandings that may arise from this invitation should be submitted, in writing and forwarded, to the undersigned at least 3 days prior to the Pre-Bid Meeting 1. For questions related to the Contract Documents, cite specification section, specification name, page number, article number, article name, paragraph number, or drawing number, drawing name, and detail number in all communications, and forward to the undersigned. Answers to questions submitted that materially change the conditions and specifications of this solicitation will be promulgated to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and promulgated in an addendum.

Chatham County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Chatham County.

The Chatham County Board of Commissioners reserves the right to reject any and all bids, waive technicalities and make the award in the best interest of the County.

THIS PROJECT REQUIRES PRE-QUALIFICATION. BIDS SHALL BE ACCEPTED ONLY FROM PRE-QUALIFIED FIRMS.

Sincerely,

William R. Parson, CPPO
Purchasing Agent
Phone: 912-790-1626
Fax: 912-790-1627
wparson@chathamcounty.org

CHATHAM COUNTY GEORGIA
BOARD OF COMMISSIONERS

**INVITATION TO BID
NO. B10-6-8-4**

INSTRUCTION TO BIDDERS

1. Intent:

It is intended that the Instructions to Bidders, General Conditions, Supplemental General Conditions, Plans and Specifications shall define and describe the complete work to which they relate for the Chatham County Detention Center (CCDC). The term "Bidder" shall encompass the person, business, general Contractor or party submitting a bid to Chatham County in such capacity before a contract has been entered into between such party and the County.

The purpose of this document is to provide general and specific information for use in submitting a bid to provide Chatham County the services described therein. All bids are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

2. Work To Be Done:

The successful Bidder shall provide all skill, labor, material, equipment, and means and methods for the construction of the project which includes about 333,000 square feet of new buildings, renovation/expansion, and upgrading of existing security systems.

Project work will progress in multiple phases. Phased building occupancies (multiple Certificates of Occupancy) are planned.

New construction will provide for 852 additional inmate beds in two and four level housing pods, a free standing Video Visitation building (which replaces in person visitation), Courtrooms, Court Holding, Pre Booking, Medical Clinic and Infirmary, Laundry, Plating Kitchen, Street Operations, Warehouse and Commissary.

Renovation work consists of interior demolition of administrative offices and renovation, demolition of existing medical area and renovation into education program spaces, renovation of the existing Kitchen, Staff Dining and Central Control.

Project work will include, but not be limited to site construction, general construction, precast cell construction, Food Service and Laundry equipment work, HVAC, Plumbing, Fire Protection, Security and Technology, and Electrical trades. All work shall be performed under a **Single Prime Contract** for all trades and sub trades.

All work shall be done in accordance with the contract documents and the plans and specifications. The project will consist of all work as described within Invitation to Bid #B10-6-8-4. The successful Bidder shall furnish and deliver to the Owner all work as described within ITB #B10-6-8-4. The contractor is to be responsible for all required fees and permits as outlined in Section 3 of the General Conditions and for the coordination of inspection with the Authority (s) Having Jurisdiction.

3. Site Examination:

The Bidder is advised to examine the location of the work and to inform himself fully as to the conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the execution of the work; the general and local conditions and all

other matters which can in any way affect the work to be done under the contract. Failure to examine the site will not relieve the successful Bidder of the obligation to furnish all products and labor necessary to carry out the provisions of the contract. Owner will be arranging for two Site Visits for the Bidder/General Contractor. Mechanical, Electrical, Plumbing, Fire Protection, Roofing, Security and Site Sub Contractors only, may attend if they wish. The Bidder/General Contractor/Sub Contractor shall confine their examination to the specific areas designated for the proposed project. The Bidder/General Contractor/Sub Contractor is solely responsible for any damages caused by their examination of the site.

3b. Examination Of Plans and Specification:

The bidder is to fully inform themselves as to the conditions, requirements, plans and Specifications/Project Manual and Addenda before submitting bids. Failure to do so will be at the bidder's own risk. Any obvious error or omission in the plans and specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or indentify the same from the County.

4. Bid Bond and Contract Security:

A Bid Bond, Certified Check, or Cashier's Check in an amount not less than five percent (5 %) of the amount bid must accompany each bid. If for any reason whatsoever the Bidder withdraws from the competition after opening the bids, or refuses to execute the Contract, the Owner will proceed on the Bid Bond. The Surety of the Bid Bond, Performance Bond, and Payment Bond shall be a surety company authorized to do business in the State of Georgia, shall be listed in the Department of the Treasury Circular 570, and shall have an underwriting limitation in excess of one hundred (100%) of the bid amount. Such company shall be an insurer (or, for qualified self insurers or group self insured's, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength Rating of "A-" or better and with an A.M. Best Financial Size Category of Class V or larger.

Attorney(s)-In-Fact who sign and seal Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

The Bonds and Surety shall be subject to approval by the County's Purchasing Division.

5. Determination Of Successful Bidder:

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

a. Responsibility:

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

1. passed the Pre-Qualification Criteria
2. maintains a permanent place of business,
3. has the appropriate technical experience,
4. has adequate capacity and equipment to do the work properly and expeditiously,
5. has suitable financial means to meet obligations incidental to this work.
6. has excellent safety record and published safety plan
7. has updated Georgia General Contractor's License
8. meet insurance and bonding requirements, and
9. evidences a Good Faith Effort to meet local participation goals as set forth herein in Section 20, Owner's Local Economic Impact Policy Statement and Guidelines.

The Bidder shall furnish, to the County, all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that he is properly qualified to carry out the obligations of the Contract.

b. *Responsiveness:*

The determination of responsiveness will be made by the County based on a consideration of whether the Bidder has submitted a complete Bid Form without irregularities, exceptions, special conditions, or alternative bids for any item unless specifically requested in the Bid Form.

6. Bids:

a) *Bid Opening.* Bids will be opened and announced as stated in the Invitation to Bid.

(b) *Bid Submission.* All bids must be submitted on the Bid Form as attached hereto and must be signed, notarized, and sealed by a Notary Public. All blanks for information entry in bid forms submitted to Owner should be filled. Blanks left unfilled constitute irregularities in the bid and may place the bidder at risk of having the bid rejected *unless* the Owner rules the irregularity to be an informality or technicality that the Purchasing Agent can waive, as is made clear in Paragraphs 11,15, and 17 of these "Instructions to Bidders" and on the Bid Form. Numbers shall be written in English words and in Arabic numerals. The inclusion of any condition, alternate, qualification, limitation, or provision not called for shall render the bid non-responsive and shall be sufficient cause for rejection of a bid.

(c) *Bid Security.* Bids must be accompanied by a Bid Bond made payable to the Owner in an amount not less than five percent of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry, but shall be substantially in accordance with the Bid Bond Form attached hereto.

(d) *Delivery of Bids.* Bids are to be addressed to the Owner, at the address shown in the Invitation to Bid. Bids must be enclosed in an opaque, sealed envelope; marked with the Bid Date, Bid Time, Bid Number, Title of Project; and identified with the words "Bid for Construction." Bids must be placed in the hands of the Owner at the specified location by not later than the hour and date named in the Invitation to Bid. After that time, no bids may be received.

(e) *Alternates.* A bid must be submitted for all specified alternates. Failure to do so may render the bid non-responsive and be sufficient cause for rejection of a bid.

(f) *Withdrawal of Bids.* Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of sixty days after the time and date of opening except as provided in O.C.G.A Section 36-91-50 (appreciable error in calculation of bid). Negligence or error on the part of any bidder in preparing the bid confers no right of withdrawal or modification of the bid after time has been called except as provided by Georgia law.

7. Contract Time:

Contract time shall consist of **Nine Hundred Fifteen (915) consecutive calendar days** for the completion of work, to be computed from 10 calendar days from the date of the Notice to Proceed.

8. Bid Alternates:

Bidders are required to submit Bid Alternates as outlined on the Bid Form. Alternates may be selected based on cost and/or negotiated cost.

9. Form:

Bids shall be submitted on the Bid Form included. Bids shall be based upon lump sum prices for estimated quantities except where line items require unit prices as indicated on the Bid Form. Where errors or omissions result in discrepancies in bid totals, prices per unit as submitted will be binding. Final payment will be based upon actual in-place products and upon acceptance by the County.

Any alterations on the Bid Form shall be initialed by the Bidder. All requested Alternates shall be bid. If there is no change in price from the Base Bid enter "No Change".

10. Contract Award:

Award shall be made to the lowest responsible, responsive, total lump sum - fixed price **base** bid. No bid may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of law.

11. Owner's Rights Concerning Award:

The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

- (a) Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- (b) Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- (c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
- (d) Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- (e) Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.
- (f) Whether the bidder has made a Good Faith Effort to meet local participation goals as set forth herein in Section 20, Owner's Local Economic Impact Policy Statement and Guidelines.

12. Owner's Right to Negotiate with the Lowest Bidder:

In the event *all* responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to

(i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

13. Gratuities:

Chatham County Purchasing Ordinance and Policy prevents the acceptance of any gift by County employees or elected officials in any form or fashion. Your cooperation in respecting the policy is appreciated.

14. Quality:

All materials used for the construction of the project shall be of the best quality. Workmanship employed in any construction, repair or installation required by this project shall be of the highest standard and meet recognized standards of the respective trade.

15. Addenda.

All Addenda issued prior to bid date adjust, modify, or change the drawings and specifications as set forth in the Addenda and all Standard Addenda issued by the Owner. All such Addenda are part of the contract.

16. Sales Tax.

Unless otherwise provided for in the Contract Documents, the Contractor shall include in bid, all sales taxes, consumer taxes, use taxes, and all other applicable taxes that are legally in effect at the time bids are received.

17. Interpretations.

No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the Chatham County Purchasing & Contracting Division prior to the date stated in the time line mentioned on page 3 of this Invitation. Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Architect/Engineer. All interpretations made to bidders will be issued in the form of Addenda to the plans and specifications and will be sent to all plan holders of record. Acknowledgement of receipt of such Addenda and Standard Addenda shall be listed in the Bid Form by the Contractor

18. Trade Names, Specifications.

(a) *No Restriction of Competition.* When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict competitive bidding. If it is desired to use products of trade or brand names or of manufacturers' names that are different from those mentioned in the Bidding Documents, application for the approval of the use of such products must reach the hands of the Architect/Engineer at least ten days prior to the date set for the opening of bids (see 18 (b) below). This provision applies only to the party making a submittal prior to bid. If approved by Architect/Engineer, the Architect/Engineer will issue an addendum to all bidders. This provision does not prevent the Owner from initiating the addition of trade names, brand names, or names

of manufacturers by addendum prior to bid.

(b) *Request for Approval of Substitute Product.* All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Chatham County Purchasing Agent for review by the Architect/Engineer. For the Purchasing Agent to prepare an addendum properly, an application for approval of a substitute product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, that must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. The application through the Purchasing Agent to the Owner/Architect/Engineer for approval of a proposed substitute product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bidding Documents. Request for substitution is also covered in Architect/Engineer technical specifications with more emphasis on submittals after contract award.

(c) *Burden of Proof.* The burden of proving acceptability of a proposed product rests on the party making the submission. Therefore, the application for approval must be accompanied by technical data that the party requesting approval desires to submit in support of its application. The Architect/Engineer will consider reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing their products, or any other written information that is helpful in the circumstances. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

(d) *Issuance of Addenda.* If the Architect/Engineer approves the submittal, an addendum will be issued to all prospective bidders indicating the approval of the additional product(s). Issuance of an addendum is a representation to all bidders that the Architect/Engineer in the exercise of their professional discretion established that the product submitted for approval is acceptable and meets or exceeds all express requirements. If a submittal is initially rejected by the Architect/Engineer, but determined to be acceptable to Architect/Engineer after a conference with the Owner, an addendum covering the said submittal will be issued prior to the opening of bids. The successful bidder may furnish no products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents unless approvals have been published by addendum in accordance with the above procedure. Oral approvals of products are not valid.

19. Employment of Chatham County Citizens and Use of Georgia Products.

The work provided for in this Contract is to be performed in Chatham County, Georgia. It is the desire of the Owner that materials and equipment manufactured or produced in Chatham County (priority one) and the State of Georgia (priority two) shall be used in the work and that local County citizens shall be employed in the work at wages consistent with those being paid in the general area in which the work is to be performed. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work; nor shall the fulfillment of this desire be asserted by the Contractor as an excuse for any noncompliance or omission to fulfill any obligation under the contract.

20. Owner's Local Economic Impact Statement and Guidelines.

It is the policy of Chatham County to provide minority and women-owned business enterprises (M/WBEs) with the equal opportunity to compete for and participate in selling services or goods to Chatham County as prime contractors, subcontractors or vendors. It is the policy of Chatham County to utilize race and gender neutral methods, to the greatest degree possible, to achieve the County's goals for M/WBE participation. It is the policy of the County to emphasize utilizing local M/WBEs as prime contractors, subcontractors and vendors. It is the further policy of Chatham County to insist that prime contractors on County projects make Good Faith Efforts to utilize M/WBEs as subcontractors and vendors.

For purposes of this Contract, Owner shall consider a "Good Faith Effort" by the Bidder/Contractor to be meeting or exceeding the local participation commitments set forth by Bidder in its Pre-Qualification submission. Bidder's failure to meet any of the commitments it made in the Pre-Qualification submission may be deemed as a lack of Good Faith Effort and render the Bidder non-responsive, or, if after contract award, in breach of contract and subject Contractor to increased retainage, termination or other sanction by Owner.

Any questions regarding this policy should be directed to the County's Minority/Women Business Coordinator as specified below.

Arneja Riley
Chatham County M/WBE Coordinator
(Minority and Women Business Enterprise)
124 Bull Street Suite 310
Savannah, GA 31401
Ph(912) 652-7860~Fax(912) 652-7849
email: ariley@chathamcounty.org
<http://purchasing.chathamcounty.org>

21. Trading with the County Employees Purchasing Ordinance.

By submitting a bid, the bidder certifies that the provisions of County Purchasing Ordinance contained in Section III, which prohibit officials and employees of the county from engaging in certain transactions with the county and county agencies, have not and will not be violated in any respect in regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.

22. Buy American.

Items or materials built and/or constructed within North America (United States, Canada, and Mexico) which have 75% or more content is considered to be domestic (standard used by U.S Government). An exception to the above would be when the application of such a theory would be inconvenient with the Public or County's interest with consideration of Life Cycle principles or an unreasonable increase in cost.

23. Debarred or Suspended Subcontractors.

CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing. Contractor shall immediately notify County in the event any subcontractor is added to either Federal or State listing after award of the subcontract.

24. Cone of Silence.

Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

Communications – during bidding period

To ensure the integrity of the competitive bid process, inquiries and other communications regarding the bid solicitation, must be directed, in writing, ONLY to the Office of the Purchasing Agent identified in the bid solicitation. Failure to comply can (for that reason alone) result in the disqualification of the bid. This is to insure everyone is provided the same information.

To ensure consistency and quality of information provided to bidders, significant inquiries received and the replies to such inquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the inquiries.

25. Notice of Intent to Award

The responsive firm that has the lowest responsible bid price shall be deemed the firm to which the County will issue a "Notice of Intent of Award".

The firm receiving the Notice of Intent to Award will have **30 days** to submit the following:

- a. Payment and Performance Bonds, insurance etc
- b. Detailed Schedule of Values for each building with each trade
- c. List of all subcontractors tied to the Schedule of Values specifying the dollar amount of each local subcontract. The total shall be consistent with representations made in the Pre-Qualification proposal
- d. Signed affidavits from each subcontractor stating the trade and value of the subcontract.
- e. Information on the level of local participation which shall be consistent with the representations made in the Pre-Qualification proposal.
- f. Schedule for completion of major milestones.

Following the Notice of Intent to Award and prior to award of the contract, the County's Project Manager and the Architect/Engineering Consultants shall meet with the apparent low responsible and responsive bidder to review project scope, the phasing plan and other issues related to the plans and specifications to confirm the responsiveness of the bid.

Should the firm fail, without demonstrating good cause, to materially meet the requirements set forth above, the Bidder's bid will be declared unresponsive and the County will consider the next lowest responsive bid.

Comment [CCU1]:

Comment [CCU2]:

BID FORM
ITB #B10-6-8-4

Project: **CHATHAM COUNTY DETENTION CENTER EXPANSION**

Bid to: **Chatham County Board of Commissioners**
Purchasing and Contracting Division
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406

Bid from: _____
Insert Name and Address of Entity Submitting Bid Here

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding and Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Bidding and Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Invitation, that:
 - (a) The Owner has the right to reject his Bid
 - (b) Bidder has examined copies of all the Bidding Documents
 - (c) BIDDER has examined and carefully studied the Plans and Specifications for the work and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Bids; that BIDDER has satisfied himself relative to the work to be performed.
 - (d) BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

(e) BIDDER further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE

Bidders are advised that it is their responsibility to verify that any and all amendments have been received prior to submission of the bid. In case any bidder fails to acknowledge receipts of any such amendments in the space provided on the bid form, the bid will nevertheless be construed as though the amendments have been received and acknowledged, and the submission of the bid will constitute acknowledgement of the receipt of amendments.

- (f) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (g) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the WORK.
- h) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.
- (i) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- (j) BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Plans, Specifications, and Addenda and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (k) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other

Bidder or over OWNER.

- (i) Bidder has reviewed the plans and specifications and does not find any portion of the plans and specifications not constructible.

- 4. BIDDER acknowledges that estimated quantities for unit price items are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities installed.

The Contractor shall write "no bids" in all appropriate spaces.

- 5. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of 5% of the Base Bid Total Price.

- 6. The undersigned further agrees that in case of failure on his part to execute the said contract and the Performance and Payment Bond within thirty (30) consecutive calendar days after written notice being given of the Owner's Intent to award of the contract, the Cashiers' check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

The undersigned agrees that within 30 calendar days of receiving the Notice of Intent to Award, he shall submit the Schedule of Values, Phasing Plan, Sub Contractor list and signed Sub Contractor Affidavit (s) prior to execution of the contract.

- 7. BIDDER agrees that if awarded the contract, work shall begin within ten (10) calendar days after receipt of the "Notice to Proceed". All work shall be completed within nine hundred fifteen (915) consecutive calendar days after the ten day period.
- 8. The BIDDER agrees that the Owner will sustain extensive damage and serious loss as a result of the Contractor's failure to complete the work within the time noted in the Invitation to Bid. BIDDER agrees that in the event of failure to complete the work within the time frame stipulated in Item 7 of the Bid Form that it will be difficult to measure the damages for delay, but agrees that the amount of daily damages stated herein are reasonable, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the amount of \$6,000 per day for each day beyond the time frame stipulated above.
- 9. BIDDER shall obtain and maintain all licenses, permits (except those excluded in General Conditions, Section 3), liability insurance, workman's compensation insurance and comply with any and all standards or regulations required by federal, state or County statutes, ordinances and rules during the performance of any work related to this bid. Any other requirement specifically set forth in any contract

document between the BIDDER/Contractor and the County shall be supplemental to this section and not in substitution hereof.

10. BIDDER agrees that the following documents are attached to and made a condition of this Bid
- Bid Schedule
 - Oath
 - Bid Bond
 - Representation EEO
 - Ga. Security & Immigration Compliance Act Requirements
 - Contractor Affidavit (EEV)
 - Pre Qualification Local Participation
 - Valid GA GC License
 - Current GA Business License
 - Contractor Affidavit
11. BIDDER will complete the Chatham County Detention Center Expansion Work in accordance with the Bidding and Contract Documents for the following price (s):

BASE BID

LUMP SUM BID FIXED PRICE: \$ _____ (in figures)

_____ **(in words)**

Cost of Performance Bond included in Base Bid:	\$ _____
Contractor's Markup for Performance Bond	\$ _____
Cost of Payment Bond included in Base Bid:	\$ _____
Contractor's Markup for Payment Bond	\$ _____
Cost of Commercial Gen, Liability Insurance included in Base Bid:	\$ _____
Contractor's Markup for Insurance	\$ _____
Cost of Automobile Liability included in Base Bid:	\$ _____
Contractor's Markup for Insurance	\$ _____
Cost of Excess/Umbrella Liability:	\$ _____
Contractor's Markup of Insurance	\$ _____
Cost of Worker's Compensation Insurance	\$ _____
Contractor's Markup of Insurance	\$ _____
Cost of Contractor's Equipment (Inland Marine)	\$ _____
Contractor's Markup of Insurance	\$ _____
Cost of Aviation Liability:	\$ _____
Contractor's Markup of Insurance	\$ _____
Cost of Builder's Risk (all Inclusive)	\$ _____
Contractor's Markup of Insurance	\$ _____
Cost of Contractor's Pollution Liability:	\$ _____
Contractor's Markup of Insurance	\$ _____

ALTERNATES

A full description of the Alternates can be found in Division 01, Section "Alternates".

Chatham County reserves the right to select any one or more of the Alternates without any order of priority. Chatham County reserves the right to negotiate with the Bidder any cost associated with this bidding document.

Alternate No. 1	Four Level Building instead of two levels building at Building H. All systems, tie-ins to be included	\$ _____
_____ (add)		\$ _____
_____ (deduct)		
Alternate No. 2	EIFS and CMU wall system instead of Precast wall system.	\$ _____
_____ (add)		\$ _____
_____ (deduct)		
Alternate No. 3	Paving at Parking Lot D.	\$ _____
_____ (add)		\$ _____
_____ (deduct)		
Alternate No. 4	Security Metal Ceiling.	\$ _____
_____ (add)		\$ _____
_____ (deduct)		
Alternate No. 5	Plating Kitchen Equipment.	\$ _____
_____ (add)		\$ _____
_____ (deduct)		
Alternate No. 6	Modified Bitumen Roofing.	\$ _____ (add)
_____ (deduct)		\$ _____

Alternate No. 7 Waterproofing at second floor
Dayroom slabs for Building J. \$ _____ (add)
\$ _____
_____ (deduct)

Alternate No. 8 Clean Agent Fire Suppression
System in B143. \$ _____
_____ (add) \$ _____
_____ (deduct)

Alternate No. 9 Security Metal Ceiling for
Building H Second Floor. \$ _____ (add)
\$ _____
_____ (deduct)

Alternate No. 10 Waterproofing at second floor
Dayroom slabs for Building H. \$ _____
_____ (add) \$ _____
_____ (deduct)

Alternate No. 11 Communication Gateway to Existing
BAS \$ _____
_____ (add) \$ _____
_____ (deduct)

Alternate No. 12 Floor Tile at Existing Kitchen \$ _____ (add)
\$ _____
_____ (deduct)

END OF ALTERNATES

(Continued on next page)

UNIT PRICES

A full description of the Unit Prices can be found in Division 01, Section "Unit Prices".

If the required quantities of items listed below are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities:

Unit Price No. 1: Piles in rock. \$ _____ (LnFt)

Unit Price No. 2: Piles in soil. \$ _____ (LnFt)

Unit Price No. 3: Interior Cameras.

Type A. \$ _____ (Each)

Type B. \$ _____ (Each)

Type C. \$ _____ (Each)

Type D. \$ _____ (Each)

Unit Price No. 4: Exterior Building Mounted Cameras.

Type A. \$ _____ (Each)

Type B. \$ _____ (Each)

Type C. \$ _____ (Each)

Unit Price No. 5: Exterior Pole Mounted Cameras.

Type A. \$ _____ (Each)

Type B. \$ _____ (Each)

Type C. \$ _____ (Each)

Unit Price No. 6: Proximity Card Reader
at Detention Door.
(Each)

\$

Unit Price No. 7: Proximity Card Reader
at Non-Detention Door
(Each) \$

Unit Price No. 8: Bio-Metric Proximity Card Reader
at Detention Door.
(Each) \$ _____

Unit Price No. 9: Bio-Metric Proximity Card Reader
at Non-Detention Door.
(Each) \$ _____

Unit Price No. 10: Modification to Existing Cell Door.
(Each) \$ _____

Unit Price No. 11: Security Fencing Extension.
(10/LnFt) \$ _____

END OF UNIT PRICES

**CHATHAM COUNTY DETENTION CENTER
INVITATION TO BID # B10-6-8-4
BID SCHEDULE**

Indicate below the value of Work included in the Base Bid for each line item. Bids will not be evaluated based on the Bid Breakdown. Information shall be used to co-relate to the Schedule of Values.

	Description	Unit	Cost
1	Mobilization	Lump Sum	\$
2	General Conditions	Lump Sum	\$
3	Bonds and Insurance	Lump Sum	\$
4	Demolition	Lump Sum	\$
5	Concrete (Cast-in-Place, Piles)	Lump Sum	\$
6	Concrete (Precast Cells, Wall Panels)	Lump Sum	\$
7	Masonry	Lump Sum	\$
8	Structural Steel	Lump Sum	\$
9	Miscellaneous Metals	Lump Sum	\$
10	Finish Carpentry, Casework	Lump Sum	\$
11	EIFS	Lump Sum	\$
12	Roofing (Sheetmetal, Lt Wt Conc, Insulation)	Lump Sum	\$
13	Secure Openings & Hardware	Lump Sum	\$
14	Non Secure Openings & Hardware	Lump Sum	\$
15	Gypsum Drywall	Lump Sum	\$

16	Acoustical Ceilings	Lump Sum	\$
17	Flooring	Lump Sum	\$
18	Painting	Lump Sum	\$
19	Specialties	Lump Sum	\$
20	Laundry, Food Service Equipment	Lump Sum	\$
21	Other Equipment	Lump Sum	\$
22	Detention Furnishings	Lump Sum	\$
23	Conveying Systems	Lump Sum	\$
24	Fire Sprinkler System	Lump Sum	\$
25	Plumbing		
	a. Equipment	Lump Sum	\$
	b. Piping	Lump Sum	\$
	c. Fixtures	Lump Sum	\$
	Description	Unit	Cost
26	Fire Suppression System	Lump Sum	\$
27	Electrical		
	a. Electrical	Lump Sum	\$
	b. Fire Alarm System	Lump Sum	\$
	c. Electronic Safety and Security	Lump Sum	\$
	d. Telecommunications	Lump Sum	\$
	e. Generator	Lump Sum	\$
28	HVAC		
	a. Equipment	Lump Sum	\$
	b. Piping, Ductwork	Lump Sum	\$
	c. Controls – BAS	Lump Sum	\$
29	Site Work		
	a. Clearing & Grubbing	Lump Sum	\$
	b. Fill for Phase II	Lump Sum	\$
	c. Earthwork & Grading	Lump Sum	\$
	d. Paving & Site Concrete	Lump Sum	\$
	e. Fencing	Lump Sum	\$
	f. Water Distribution (Domestic & Fire)	Lump Sum	\$
	g. Sanitary Sewer	Lump Sum	\$
	h. Storm Drainage, Erosion Control	Lump Sum	\$
	i. Potable Water Well	Lump Sum	\$

	j. Landscaping & Irrigation	Lump Sum	\$	
30		Lump Sum	\$	
31		Lump Sum	\$	
32		Lump Sum	\$	
33	Contractor OH & Profit	Lump Sum	\$	
34	Owner Field Condition Allowance	Lump Sum	\$	350,000.00
TOTAL*			\$	
* Please note that the TOTAL must be equal to the Base Bid amount				

SUBMITTED on _____, 2010

COMPANY' S NAME

ADDRESS:

BY: _____

TITLE: _____

Exceptions _____

(Continued on next page)

The Bidder further agrees to accomplish all work and provide all material the fixed price bid and understands that the fixed prices are subject to adjustment by either increase or decrease, through a properly executed change order.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, 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 damage awards. I agree to abide by all conditions of this Invitation for Bid and certify that I am authorized to sign this bid for the Bidder.

This _____ Day of _____ 2010

Company Name *(Please Type or Print)*

Person Authorized to Sign:

Name: _____

Name: _____

Street: _____

Signature: _____

City: _____

Title: _____

State: _____ Zip: _____

Telephone Number: () _____

Fax Number: () _____

E-Mail: _____

Attest:

Notary Seal:

ATTACHED:

- Bid Schedule
- Oath
- Bid Bond
- Representation (EEO)
- GA. Security & Immigration Compliance Act Requirements
- Contractor Affidavit (EEV)
- Pre Qualification Local Participation
- Valid GA GC license
- Current GA Business License
- Contractor Affidavit

END OF BID FORM

OATH
Bid No. B10-6-8-4

State of Georgia
County of Chatham

I, _____ (name of individual), solemnly swear that in the procurement of the contract for **Chatham County Detention Center Expansion** that neither I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business, Corporation or partnership has caused or induced any other bidder or proposer to withdraw his/her Bid or proposal from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This _____ day of 2010.

Name of Party
Corporate or Partnership Name

Corporate Seal:

Sworn to and subscribed
before me this _____ day of ,2010

NOTARY PUBLIC
My Commission Expires:
(SEAL)

BID BOND
Bid No. B10-6-8-4

STATE OF GEORGIA
COUNTY OF CHATHAM

KNOW ALL MEN BY THESE PRESENT, that we, _____
_____, as Principal, and
_____, as Surety, are held and firmly bound
unto Chatham 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:

CHATHAM COUNTY DETENTION CENTER EXPANSION

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 the Code of Georgia, O.C.G.A 13-10-20 (2009) as amended, 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.

Bid Bond shall be valid until 60 days from the date of the bid closing.

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 _____, 2010

PRINCIPAL: _____

Signed and sealed in the presence of:

By: _____

Title: _____

1. _____

(Seal)

2. _____

SURETY: _____

Signed and sealed in the presence of:

By: _____

Title: _____

(Seal)

1. _____

2. _____

ITB#B10-6-8-4

REPRESENTATION (EEO)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE

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

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

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

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

a. Does the Bidder have the above EEO policy in place?

Yes No

b. If the answer to a. above is no, will the Bidder have such a policy in place project?

Yes No

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

(Firm's Name)

(Authorized Signature)

(Title)

(Date)

ITB #B10-6-8-4

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT REQUIREMENTS

(To be submitted with bid)

Contractor states that it is within the following employee-number category (please initial or check the appropriate category):

_____ 500 or more employees;

_____ 100 or more employees, but less than 500; or

_____ fewer than 100 employees.

Immigration: On July 1, 2009 the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she **has used** the E-Verify System. E-Verify are a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/> Employment rules. You may go to <http://www.uscis.gov>, to find the E-Verify information.

Protection of Resident Workers: Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

ITB # B10-6-8-4

CONTRACTOR AFFIDAVIT AND AGREEMENT

(You must return this with your bid if you are required to do so under the Georgia Security and Immigration Compliance Act)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Chatham County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Chatham County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by Chatham County. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Chatham County at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: _____
Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____,
2010____.

Notary Public
My Commission Expires: _____

ITB#B10-6-8-4

CONTRACTOR AFFIDAVIT

This proposal is submitted to Chatham County, Georgia Board of Commissioners (County) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and Chatham County. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the County's option, may result in a revocation of the granted contract.

Consent is hereby given to the County to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Bidder.

The Bidder understands that, at such time as the County decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the Bidder's proposal with no re-submittal rights.

The successful Bidder understands that the County after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the County's judgement may best serve the public interest of its citizens and employees, may grant a contract.

The successful Bidder understands that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, 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 damage awards.

Any contract issued will be on the basis of the Bidder's service and financial plans and arrangements that are feasible and adequate to fulfill the conditions set forth in this project and the successful Bidder's response.

Company Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

IFB#B10-6-8-4

**INVITATION FOR BID
NO. B10-6-8-4**

GENERAL CONDITIONS

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01 - Definitions

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

Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract documents and notifying the Contractor in writing of the acceptability of the work.

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

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

Architect. Whenever the word "Architect" is used in the contract, it shall be understood as referring to the Architect of the Owner, or such other Architect, supervisor or inspector as may be authorized by the Owner to act in any particular area of the Contract.

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, includes joint ventures, offering a bid to perform the work.

Contract. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein. **CHATHAM COUNTY WILL NOT ENTERTAIN OR ACCEPT ANY CHANGES TO THE CONTRACT FORMAT PROVIDED!**

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

Contract Drawings. The drawings which show the scope, extent and character of the work to be furnished and performed by the Contractor and which have been prepared and reviewed by the Engineer and are referred to in the Contract Documents.

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

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

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

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work.

Contractor's Superintendent. Individual appointed by Contractor with on-site responsibility under terms of services.

Contractor Team Arrangements (CTAs). An arrangement in which (1) two or more companies form a partnership or joint venture to act as potential prime contractor; or, (2) a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified government contract or acquisition program.

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 an unworkmanlike manner, in that it does not conform to or meet the requirements of the Contract, any inspection, reference standard, test or approval referred to in the Contract, or has been damaged prior to a recommendation of final payment.

Direct. Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

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

Engineer. Whenever the word "Engineer" is used in the contract, it shall be understood as referring to the Engineer of 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.

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.

Good Faith Effort. For purposes of this Contract, Owner shall consider a "Good Faith Effort" by the Bidder/Contractor to be meeting or exceeding the local participation commitments set forth by Bidder in its Pre-Qualification submission. Owner will not consider lack of ability to provide traditional surety bond credit for the benefit of Bidder/Contractor as a valid rationale for Bidder/Contractor's failure to meet the commitments set forth in its Pre-Qualification submission. Bidder's failure to meet any of the commitments it made in its Pre-Qualification submission may be deemed as a lack of Good Faith Effort and render the Bidder non-responsive, or, if after contract award, in breach of contract and subject Contractor to increased retainage, termination or other sanction by Owner.

Herein. Refers to information presented in the project manual.

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

Joint Venture (JV). A special form of a partnership. An association of two or more individuals or concerns generally formed to undertake a single specific business venture for joint profit, rather than one to continue as an ongoing business concern. The JV becomes the prime contractor upon award of a contract, not any of the partners/members. The JV can have subcontractors. One of the JV members must be designated as a “general partner” or “manager.” In case either member of the JV fails to adhere to or breaches the terms and conditions of the contract with the County, the entire JV entity—and each of the members—can be held jointly and severable liable.

May. Refers to permissive actions.

Owner. Chatham County, Georgia. Only the signature of the Chairman of the Board of Commissioners shall legally bind any contractual matters.

Owner's Representative. The person, firm or corporation designated by the Owner.

Paragraph. For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs, called out by section number and alphanumeric designator. For example, this definition is found in Part A, Paragraph 01; permits and regulations are discussed in Part A, Paragraph 03.

Partnership Agreement. Contractor's written agreement that defines the role and responsibilities of the teaming partners/members for their respective contribution(s) in one or more ways with money, property, labor, or schedule as well as how to share in the revenues, expenses, profits and risk of loss. A copy of this signed Agreement must be provided to Owner.

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.

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

Shall. Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

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

Specifications. That part of the contract documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship.

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 division of the project manual.

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

Substantial Completion Date. Date shown on the certificate of Substantial Completion.

Will. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

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

02 - Royalties and Patents

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

03 - Permits and Regulations

The Contractor shall obtain and pay for all construction permits, (except those listed below), licenses, and easements of a temporary nature necessary for the execution of the work. The Contractor shall pay all governmental charges and inspection fees necessary for the execution of the Work. The Contractor shall pay all charges of utility owners for connections to the work, except those listed below. (See the table of "Required Permits" located in the "Project Technical Specifications-Special Conditions")

1. Building Permit

The project requires phased occupancies. The Contractor shall meet all permit requirements, package and obtain for each phase the building permit(s) from the Chatham County Building Safety and Regulatory Services. The Contractor shall not be required to pay the Building and inspection permit fees due to the Chatham County Building Safety and Regulatory Services. Fees due to any other agency shall be the Contractor's responsibility.

2. Site Permit

The Contractor shall meet all permit requirements and obtain the Site Development Permit from the City of Savannah. The Contractor shall not be required to pay the Site Development permit fees due to the City of Savannah. Fees due to any other agency shall be the Contractor's responsibility.

3. NPDES Permit

This project is governed by NPDES regulations. The County shall be responsible for obtaining the NPDES permit and its associated fees. The Contractor shall sign the Notice of Intent and Notice of Termination forms. Filing of the Notice of Intent and Notice of Termination, collecting and testing of samples, inspecting and weekly and monthly reporting to the State shall be done by the County. The Contractor is responsible for the installation and continued maintenance of all soil erosion measures, devices and BMPs and compliance with the permit and Erosion and Sedimentation Control plans.

4. Water and Waste Water Tap in Fee

The Contractor shall not be responsible for the following tap in fee due to the City of Savannah i.e. fee for the Water Tap, Water Additional Connection Fee, Sewer Tap, Sewer Additional Connection Fee, Treatment Plant Fee and Reclaimed Water Fee.

The water service lateral serving the facility shall be installed by the contractor from the water main to the meters. The City of Savannah will only make the wet tap. Costs associated with the material and installation of the water meter, taps and other appurtenances shall be the cost of the Contractor.

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

04 - Verbal Agreements

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

05 - Lands for Work

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

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

06 - General Warranty and Guarantee Against Defective Work

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

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from

faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Owner, or Owner's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

At completion of work, the Contractor shall provide all warranty information, length of time, subcontractor or manufacturer responsible for the warranty and contact information as described in the technical specifications.

07 - Bonds

The Contractor shall furnish payment and performance bonds (100% each) 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 total cost of such bonds shall be included in the base bid 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 a 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.

Bidders are to state in their bid response the actual cost of all bonds, including any contractor mark up on the Bid Form.

NOTE: Owner reserves the right to obtain Alternate Bonding for Sub Contractors.

08 - Contractor's Insurance

A. Liability.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner. The Contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

B. Indemnity.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Architect/Engineer, Architect/Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder,

except that no party shall indemnify any other party or person for their own sole negligence.

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

C. Owner Controlled Insurance Program (OCIP)

Chatham County, in its sole discretion, shall have the right, but not the duty, to provide certain insurance coverage for this Project through an Owner-Controlled Insurance Program (OCIP). Should Chatham County exercise such option, the General Contractor's fee shall be adjusted to reflect the deduction of premiums for insurance provided under the OCIP. Should OCIP be directed by the County Board of Commissioners appropriate documents will be provided.

Commercial 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 A or better with the following minimums:

Commercial General Liability:

(Minimum Limits)

Occurrence Basis/ Each Occurrence:	\$5,000,000
Products/Completed Operations Aggregate:	5,000,000*
General Aggregate:	5,000,000
Personal & Advertising Injury	5,000,000
Medical Expense –Any One Person	100,000
Damage to Rented Premises	1,000,000

- Five (5) year Products and Completed Operations Extension beyond final acceptance of the entire project—also includes all subcontractors.

Automobile Liability:

(Minimum Limits)

Any Auto	
Combined Single Limit (ea. Accident)	\$1,000,000
Additional Insured: Chatham County Board of Commissioners	

Excess/Umbrella Liability:

(Minimum Limits)

Occurrence Basis	\$20,000,000
Aggregate	20,000,000

Scheduled Underlying Coverage: Commercial General Liability, Employees Liability, and Part B of Worker's Compensation.

Five (5) year Products and Completed Operations Extension beyond final acceptance Of the entire project—also includes all subcontractors.

Workers' Compensation:

Statutory	State of Georgia
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Each Employee	1,000,000
Employer's Liability Disease Policy Limit	1,000,000

Waiver of Subrogation: Waiver of subrogation in favor of Chatham County with respect to accidents, injuries, occupational diseases, medical and indemnity payments in regard to losses arising out of in connection with this Project.

Alternate Employers Endorsement: In favor of Chatham County with respect to accidents, injuries, occupational diseases, medical and indemnity payments in regard to losses arising out of and in connection with this project.

Contractor's Equipment (Inland Marine):

Should equipment of any kind be used by the Contractor, Subcontractor of any tier or by anyone else on its behalf, Contractor or Subcontractor shall maintain or cause the operator or owner of the equipment to maintain physical damage insurance with a minimum Combined Single Limit of full replacement value of the equipment.

Aviation Liability:

Should aircraft of any kind be used by Contractor, Subcontractor of any tier, or by anyone else on its behalf, Contractor or Subcontractor shall maintain or cause to be maintained by the operator Aviation Liability insurance with a minimum Combined Single Limit for Bodily Injury, Property Damage and Passenger Liability of \$1,000,000 per Occurrence, and \$2,000,000 annual aggregate.

Certificates of Insurance:

Prior to or concurrently with a notice to proceed and within seven (7) days of any renewal, change or replacement of coverage, or any request from the Owner or General Contractor, the Contractor and Subcontractors shall submit to the Owner or General Contractor a Certificate of Insurance (Accord Form) evidencing the coverage and limits as specified within the appropriate category.

The Certificate shall contain a **30 day Notice of Cancellation, Modification, or Material Change** in coverage (except for 10 days of nonpayment of premium). **Workers' Compensation, Commercial General and Excess Liability shall provide Waivers of Subrogation** by the insurance carrier in favor of **Chatham County, Georgia**.

BUILDER'S RISK

Policy be written on forms developed by American Association of Insurance Services (AAIS) or their equivalent.

Covered Property: Property of every kind and description intended to become a permanent part of the construction, installation or erection of the project. Property to include scaffolding, temporary structures, construction forms, cribbing and fencing.

Named Insured: Chatham County Board of Commissioners and all contractors.

If applicable, no financial institution should be included as a named insured. A financial institution with an insurable interest shall be included as a "mortgagee" on a lender's loss payee endorsement.

Coverage:

Perils: Special Form including water damage

Limits:	Job Site:	\$88,000,000 (incl. construction contingency)
	Named Storm:	50,000,000
	Flood:	10,000,000
	Earthquake:	10,000,000
	In Transit;	10,000,000
	Temporary Location:	10,000,000
	Soft Cost:	10,000,000
	Ordinance/Law:	10,000,000
	Hot Testing:	1,000,000
	Cold Testing:	10,000,000
	Debris Removal:	50% of limits at risk

Deductible:	All Perils	\$25,000
	Soft Costs Waiting Period	Not to exceed seven (7) days
	Hot Testing:	Not to exceed 25% of Hot Testing Limit
	Cold Testing:	Not to exceed 2% of Cold Testing Limit

Except

Flood	\$100,000
Earthquake	100,000
Named Storm:	Not to exceed: 2% of Values at Time of Loss

Boiler and Machinery Coverage: Notify County Risk Manager when boilers, machinery HVAC systems have been installed and accepted.

Notification Requirements: Notify County Risk Manager 30 days prior to the issuance of Certificate of Occupancy.

Builder's Risk Provisions to be included for all Contractors.

Contractor(s) must report the value, locations and means of transportation of any transit or storage to Chatham County or designee prior to transit or storage if such transit or storage is in excess of \$100,000 in any one conveyance (transit) or location (storage). Contractor(s) shall be responsible for any loss that is uninsured or under-insured arising out of such failure to notify the County or designee.

Builder's Risk coverage will not include clothing of workers, tools, and contractor's equipment owned, rented or used by the Contractors or Subcontractor(s) of any tier used in the performance of this project.

The County and Contractor(s) waive all right against each other for loss or damage to any equipment used in connection with the project and covered by any property insurance. The Contractor(s) shall require similar waivers from their Subcontractors.

The Builder's Risk policy will be endorsed waiving the carrier's rights of recovery under subrogation against the County, Contractor(s), and all Subcontractors of any tier whose interest is insured under such policy, and each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) day's prior written notice has been given to the Contractor(s).

Any loss insured under the Builder's Risk policy is to be adjusted with the County and made

payable to the County as trustee for the insured's subject to the requirements of any applicable mortgagee clause. Policy is to be endorsed to recognize Chatham county as trustee for the insured and a copy of the policy with the applicable endorsement (s) must be provided to Chatham County.

The Contractor(s) agree that, in case of a payment by the insurer arising out of damage to property caused by the Contractor, the County will withhold from the Contractor a sum equal to such payment, but not to exceed \$25,000 for each occurrence, except for the utilities of gas, electrical, telephone, cable television, internet, water and sewer, the County will withhold \$50,000 per utility. The sum shall be assessed to the Contractor or Contractors causing the damage as determined by the County or designee and shall become the property of the County and not collectable under any parts of the Builder's Risk policy.

CONTRACTOR POLLUTION LIABILITY

Policy Condition: Policy is to be written **specifically** for this project and for the duration of this project.

Coverage and Limits: (Minimum)

Coverage A:	Legal Liability	\$3,000,000 Each Loss
Coverage B:	Emergency Response Costs:	\$1,000,000
Coverage C:	Pollution Legal Liability	\$3,000,000 Each Loss
Coverage D:	Site Specific Emergency Response Cost:	\$1,000,000

Deductible: \$25,000 each loss (responsibility of Contractor to pay in event of loss)

Endorsements:

- Additional Insured: Chatham County
- 60 Day Notice of Cancellation
- Products & Completed Operations: Five (5) year extension beyond final acceptance of the entire project. Coverage to include all subcontractors
- Clean Up Costs: Included in definition
- Remediation Costs: Included in definition and which will include Restoration Costs
- Emergency Response Costs: Includes Reasonable and necessary expenses including legal costs for remediation of soil, surface water, groundwater, or other contamination.

Endorsements Cont.:

- Claims Expense: Legal fees and other fees from investigation, adjustment defense or appeal of a claim
- Microbial Matter Legal Liability: Included in limits above

Exclusions:

Professional Liability Exclusion: Amended to **not** apply to the following services: "Construction means, methods, techniques, sequences, and/or procedures in connection with Covered Operation performed by or on behalf of Named Insureds in the capacity of a construction contract(or)."

Disposal Site Exclusion: Amended to not apply to loss based upon arising out of any waste products or materials transported, shipped, or delivered to a transfer, storage or disposal facility utilized by or on behalf of an Named Insured provided such wastes, products or materials originated from a site at which the Named Insureds are performing operations and such transfer, storage or disposal facility is:

1. Properly licensed to accept waste as of Project inception date
2. Facility is not on Superfund or State Equivalent list as of Project inception date
3. Facility not subject to Federal or State equivalent for CERCLA and /or RCRA as on Project inception date.

***Contractors Liability Insurance shall 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, Paragraph 06 above.**

All insurance carriers must have a current A.M. Best Rating of A or better.

Chatham County requires from the General Contractor full copies of all policies and endorsements as pertains to this project.

09 - Liens

Every monthly Pay Request shall be accompanied by a Lien Release that states that all sub contractors have been paid. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all claims or liens arising out of this Contract and an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay on discharging such a lien, including all costs and a reasonable attorney's fee. **See Exhibits A, B, & C**

10 - Assignment

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

11 - Joint Venture Contractor / Contractor Team Agreement (JV / CTA)

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

JV or CTA shall be in writing clearly defining the scope of service (deliverables) of each teaming partner, roles (Project Manager), lines of authority, payment arrangements, bonding, insurance, the Ownership Percentage, percentage of project cost or actual cost the JV or CTA sub-contractor

(partner) is receiving for service.

The Managing Venturer (General Contractor) shall be clearly identified and shall maintain all project accounting and administrative records, shall be contractually responsible for performance of the contract and to complete performance despite the withdrawal of any member. Records are to be maintained for three (3) years after final acceptance of project.

Any notice, request or other communication given by any one of such persons to the Architect/Engineer under this Contract shall also be given to the Owner and shall be deemed to have been given by and shall bind all persons being the Contractor.

12 - Successors' Obligations

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the contract documents shall be read and held as made by and with, and granted to an imposed upon, the Contractor and the Owner and their respective heir, executors, administrations, successors and assigns.

13 - Business License

Contractors and subcontractors shall have a current Georgia or local Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the Owner.

NOTE: Georgia General Contractor's License. Most of the licenses submitted in the Pre-Qualification process expire June 30, 2010. All GCs or Primes are to submit updated copies of the GA. GC License with this bid and those of the Qualifying Agent. This includes those involved as the Teaming Partner or Joint Venture included in the Teaming or Joint Venture Agreements.

14 - Obligations and Liability of the Contractor

The Contractor shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Owner, and in accordance with the Specifications and Plans herein mentioned, at the prices herein agreed upon and fixed therefore. All the work labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the directions of the Architect/Engineer as given from time to time during the progress of the work, under the terms of this Contract.

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

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

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

life and property.

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

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

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

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

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

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

15 - Responsibilities of the Contractor

A. Subcontractors, Manufacturers and Suppliers.

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

B. Contractor's Employees.

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

C. Payment for Labor and Materials.

The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable, but within fifteen (15) days. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner. **See Exhibits A, B & C**

D. Attention to Work.

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

E. Employee Safety.

The Contractor alone shall be responsible for the safety of his and his subcontractor's employees. The Contractor shall maintain the project site and perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

F. Public Safety and Convenience.

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

G. Cooperation with the Construction Inspector.

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

16 - Compliance with Laws

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials

used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Engineer and Owner in writing.

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

17 - Plans, Specifications and Design

The Owner shall furnish plans and specifications which represent the requirements of the work as far as practical to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents. Plans and specifications which represent the work to be done shall be furnished prior to the time of entering into the Contract. The Owner may, during the life of the Contract, and in accordance with Paragraph 82, issue additional instructions, by means of drawings or otherwise, necessary to illustrate change in the work.

18 - Drawings Furnished

Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor, free of charge, up to 1 hard copy and 1 electronic copy of the drawings and specifications necessary for the execution of the work.

19 - Ownership of Drawings

All drawings, specifications and copies thereof furnished by the Owner shall not be reused on other work, and with the exception of the signed Contract, sets are to be returned to the Owner on request, at the completion of the work. All models are the property of the Owner.

20 - Reference Standards

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

21 - Division of Specifications and Drawings

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

22 - Order of Completion

Within thirty (30) calendar days of the Notice of Intent to Award and prior to signing of the contract, the Contractor shall submit to the Owner and Architect for approval 3 copies of:

- a. A detailed Schedule of Values showing the dollar amounts associated with each trade for

- each building
- b. Sub Contractor Affidavits
- c. A Preliminary Construction Schedule showing the order in which the Contractor proposes to carry on the work, indicating the starting and completion dates and locations of the various stages of the work.

The schedule shall be in a bar graph form suitable for periodic updating to show actual work completed. Refer Technical Specifications for required information.

Monthly progress reports shall be delivered with the pay estimate to the Architect/Engineer showing the progress of the past months construction in relation to the approved work schedule.

No payments will be made to the Contractor until the progress construction schedule and certified payroll is submitted by the Contractor and approved by the Architect/Engineer.

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

23 - Materials, Appliances & Employees

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

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

24 - Survey Information

From the information provided, the Contractor shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, stakes for pipe locations and other working points, lines, and elevations. Survey work shall be performed under the supervision of a licensed land surveyor or registered civil engineer. Contractor shall reestablish reference benchmarks and survey control monuments destroyed by his operations at no cost to the Owner.

The contract drawings shall be used for all dimensions in laying out the work. The Contractor shall use a surveyor licensed in the State of Georgia to perform the work. The Contractor shall provide to the Owner for approval, the name and qualifications of the Surveyor prior to start of the work.

25 - Project Completion

- A. General: If the specifications, the Architect's/Engineer's or Owner's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect/Engineer notice of its readiness for inspection. Such notice shall be a minimum of two working days. Inspections by the Owner shall be promptly made and where practicable at the source of supply. If the Architect/Engineer instructs the Contractor that inspection of certain phases of the work must be made prior to proceeding, he shall furnish such inspection, promptly and in such manner as to allow the Contractor to prosecute the work without delay. At such time as the Contractor has completed the work in its entirety, the Contractor shall make written request for a final inspection.

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 Architect/Engineer and a determination will be made as to whether or not the work is in fact complete. Acceptance will not be given nor final payment released until all "punch list" items are complete and as-built drawings have been approved. "Punch List" shall not be considered all inclusive and therefore each requested final inspection may generate additional "punch list" items as the Contractor is responsible for completion of all work described in the contract documents.

- B. After the punch list is completed, the Contractor shall submit a final bill to the Architect/Engineer for review. If the Contractor does not submit a final bill within thirty (30) days, the Architect/Engineer will notify the Contractor that the Contractor has thirty (30) more days in which to submit a final bill. The Contract will be closed and no payment will be due to the Contractor sixty (60) days after the punch list is complete and notification by the Architect/Engineer as per above.

26 - Inspection and Testing of Materials

- A. 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 specifications. The Contractor shall be required to maintain all work in a first-class condition for a 30-day operating period after the same has been completed as a whole and the Architect/Engineer has notified the Contractor in writing that the work has been finished to his satisfaction. The retained percentage as provided herein will not be due or payable to the Contractor until after the 30-day operating period has expired.
- B. For all work 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 testing.

Contractor shall be responsible for and pay for **all** other testing required by the project plans and specifications.

Tests for infiltration, line and grade of water and sanitary sewer, hydrostatic and leakage tests, including video recording of all storm and sanitary sewer on, shall be made by the Contractor in the presence of the Architect/Engineer.

- C. 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 Architect/Engineer and approved by the Owner prior to payment.

27 - Substantial Completion

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than ten (10) calendar days prior to the requested date of inspection. An inspection will be made by the Architect/Engineer and the Owner and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items, which may affect the intended use of the work, will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

28 - Rights of Various Interests

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

29 - Separate Contracts

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

30- Subcontractors

A. The Contractor shall notify the Owner in writing of the final names and addresses of all proposed Subcontractors for the work within thirty (30) days of receiving the Notice of Intent to Award along with Subcontractor Affidavits. With regard to local MWBE or SBE subcontractors, the Contractor may not substitute or terminate a local MWBE or SBE subcontractor or reduce the scope of work awarded to a local MWBE or SBE subcontractor without the prior written approval of the County Purchasing Agent. Such action taken by Contractor against a local MWBE or SBE subcontractor without the prior written approval of the County Purchasing Agent shall be considered a failure to meet the Contractor's Good Faith Effort to maximize local economic impact, render the Contractor in breach of contract and subject Contractor to possible penalties as set forth herein.

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

C. A subcontractor for any part of the work must have experience on similar work and, if required, furnish the owner with a list of projects and the Owners or Engineers who are familiar with their competence.

D. Owner is considering implementing a third party subcontractor controls program that will incorporate, among other items: Subcontractor capability evaluation; Subcontractor oversight; and Subcontractor disbursement controls as a proactive risk mitigation strategy to be utilized in lieu of Subcontractor bonding or as an alternative to Subcontractor bonding when traditional surety bond credit cannot be obtained by a Subcontractor.

E. The County may implement a program similar to that described above in order to support its overall local economic impact goals. If implemented by the County, this risk mitigation program will be available to the Contractor to utilize to mitigate its Subcontractor risk and increase local economic impact to local MWBE and SBE subcontractors, whether or not those Subcontractors can provide traditional surety bonds. Bidder/Contractor shall utilize such a program to the extent it is made available by the County.

F. For purposes of this Contract, a Subcontractor's inability to procure traditional surety bond credit for the benefit of the Contractor will not be considered a valid reason for rendering said Subcontractor incapable of performing on the Project.

G. Contractor shall report Subcontractor and Supplier activity on the Project, including but not limited to Local Economic Impact, as required by the County. Failure to submit timely reports as required by the County may be deemed as a lack of Good Faith Effort and render the Contractor in breach of contract and subject Contractor to increased retainage, termination or other sanction by Owner.

H. The Contractor is responsible to the County for the acts, errors/omissions of all of its employees and all subcontractors, their agents (including design professionals) and employees, and all other persons performing any work under a contract with the Contractor.

31 - Access

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

32 - Construction Schedule and Procedures

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

Before starting any work, and from time to time during its progress, as the Architect/Engineer may request, the Contractor shall outline to the Architect/Engineer the methods he plans to use in doing the work, and the various steps he intends to take. Failure of the Architect/Engineer to reject the methods or steps proposed by the Contractor shall not relieve the Contractor of his responsibility for the correct and timely performance of the work. The Contractor shall provide and maintain the Construction Schedule per Specification section 013200.

33 - Project Management

The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this contract.

The Contractor shall be responsible for complete supervision and control of his subcontractors as

though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

34 - Entry

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

35 - Preservation and Restoration

- A. The Contractor shall use every precaution to prevent damage or destruction of County buildings on site and other buildings adjacent to the site, access roads, utilities and shrubbery. The Contractor shall provide an approved consultant whose responsibilities shall be to provide direct supervision. 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.
- B. When direct or indirect damage or injury is done to public or private property (including access roads) by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before the damage was done, by repairing or otherwise restoring, or he shall make good such damage in an acceptable manner. All restoration by the Contractor shall be accomplished as soon as construction in the disturbed area is complete.
- C. Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other contractors, or to the Owner.
- D. Prior to commencing work on private property, the Contractor shall contact the Owner and/or occupant two (2) days in advance of the timework will commence.
- E. The Contractor shall keep the premises, rights-of-way and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the work, and progressively as the work is completed he shall remove all waste materials, rubbish and debris from and about the work areas as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean. Prior to approval of a request for partial payment, the Contractor shall clean-up the work areas where construction has been performed during the period for which payment is requested.
- F. When the work involves the laying of utility lines across grassed areas, streets, sidewalks, and other paved areas, it shall be the responsibility of the Contractor to restore such areas to their original sound condition using construction techniques and materials, which are the same as existing. In the case of planted areas, Contractor shall maintain the restoration work until positive growth has evidenced.
- G. In case of dispute, the Owner may remove the rubbish and surplus materials or perform restoration work and charge the cost of the Contractor.

36 - Completion of "Punch List" Items

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

Upon Architect/Engineer's review, items not accepted as conforming with plans and specifications shall be promptly corrected by the Contractor. The Contractor shall not request a re-inspection by the Architect/Engineer until the Contractor's Superintendent certifies the work meets plans and specifications. After two re-inspections, the Owner will be entitled to obtain reimbursement for payment of Architect/Engineer's Services.

37 - Authority of Contractor

A. Contractor's Representative.

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

B. Construction Procedures.

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

38 - Authority of Architect/Engineer

Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents and shall review the work for acceptability of the work thereunder. Neither the Architect/Engineer's authority or responsibility under the Contract Documents nor any decision made by Architect/Engineer 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 Architect/Engineer shall give rise to any duty owed by Architect/Engineer to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

39 - Owner-Contractor Coordination

A. Service of Notice.

Notice, order, direction, request or other communication given by the Architect/Engineer or Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of his office, clerks or employees or posted at the site of any work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor two days after the day of mailing.

B. Suggestions to Contractor.

Plan or method of work suggested by the Architect/Engineer or Owner to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Architect/Engineer and Owner assume no responsibility therefor and in no way will be held liable for any defects in the work, means and methods which may result from or be caused by the use of such plan or method of work.

C. Cooperation.

The Contractor agrees to permit entry to the site of the work by the Owner or other contractors performing work on behalf of the Owner.

The Contractor shall afford the Owner, other subcontractors and their employees, reasonable facilities and cooperation and shall arrange his work and dispose of his materials in such a manner as to not interfere with the activities of the Owner or of others upon the site of the work. The Contractor shall promptly make good any injury or damage that may be sustained by other contractors or employees of the Owner at his hands. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner shall arrange meetings with other contractors performing work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other contractors.

Differences or conflicts arising between the Contractor and other contractors employed by the Owner or between the Contractor and the works of the Owner with regard to their work shall be brought to the attention of the Owner.

40 - Interpretation of Specifications and Drawings

A. General.

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

B. Request for Clarification.

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

41 - Discrepancies in Specifications and Drawings

A. Errors and Omissions.

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the Owner's field of work, he shall immediately inform the Architect/Engineer and Owner in writing. The Architect/Engineer shall promptly

review the matter and if he finds an error or omission has been made; he shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the contract, the Architect/Engineer shall prepare an appropriate change order for Owner's approval. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at his risk unless authorized, in writing, by the Architect/Engineer.

B. **Conflicting Provisions.**

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

42 - Material, Equipment and Workmanship

Unless otherwise specifically stated in the contract documents, the Contractor shall provide and pay for material, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. Material and equipment shall be new, free of defects and of the quality specified. Equipment offered shall be current modifications, which have been in successful regular operation under comparable conditions. Construction work shall be executed in conformity with the standard practice of the trade.

43 - Demonstration of Compliance With Contract Requirements

A. **Inspection.**

To demonstrate his compliance with the contract requirements, the Contractor shall assist the Architect/Engineer and Owner in the performance of inspection work. The Contractor shall grant the Architect/Engineer 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 is being obtained for the work. The Contractor shall provide information requested by the Architect/Engineer 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 Contractor shall give the Architect/Engineer adequate prior written notice of the availability of the subject work for examination.

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

If any work is covered in the absence of the Architect/Engineer's directive to the contrary, the Contractor shall, if directed by the Architect/Engineer, uncover, expose or otherwise make

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

B. Certification.

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

C. Inspection at Point of Manufacturing.

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

44 - Project Meetings

Project meetings will be held on site as often as deemed necessary by the Architect/Engineer throughout the construction period. Meetings will normally be held bi-weekly. Contractor's representatives shall attend and maintain minutes, which shall be distributed to all attendees within five (5) days after completion of meeting.

The purpose of the meetings will be to discuss schedule, progress, coordination, submittals and job-related problems.

45 - Overtime and Shift Work

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 5:00 p.m. and 7:00 a.m. nor on Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the Owner's costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays and weekends, and between the hours of 5:00 p.m. and 7:00 a.m. on weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses, which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

46 - Construction Schedule

A. Scope.

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

B. Description.

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

C. Submittal Procedures.

Within thirty (30) calendar days after Notice of Intent to Award of the Bid, the Contractor shall submit three (3) copies and one digital copy of the Preliminary Construction Phasing Schedule.

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

D. Schedule Revisions.

Revisions to the accepted construction schedule may be made only with the written approval of the Contractor and Owner's Representative. A change affecting the contract value of any activity, the completion time, and sequencing shall be made in accordance with applicable provisions of Paragraph 82. At the Pre-Construction Conference, the Contractor shall submit five (5) hard copies of the final Contractor's Construction Schedule which shall be used and updated throughout the course of the project.

E. Project Status Update. At the Pre-Construction Conference, the Contractor shall submit 5 hard copies of the final Contractor's Construction Schedule which shall be used and updated throughout the course of the project.

Project status, review and update shall be provided with each pay request and at least monthly as specified in Paragraph 74. For additional information refer Construction Progress Documentation 013200 in the Project Specifications Manual.

47 - Quality

Where the contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the work using materials and equipment of the best grade in quality and workmanship obtainable in the market from firms of established good reputations, and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment of work as a whole and in part.

48 - Material and Equipment Specified By Name

Although the plans and specifications make reference to particular manufacturers and model numbers for various products, such reference is made only to establish function and quality of such products. If it is desired to use materials or equipment of trade names or of manufacturer's names which are different from those mentioned in the Contract Documents, application for the approval of the use of the specified materials or the specified items of equipment as manufactured by firms other than those named in the Contract Documents must reach the hands of the Architect/Engineer at least ten (10) days prior to the date set for the opening of bids. The burden of proving equivalency of a proposed substitute to an item designated by trade name or by manufacturer's name in the Contract Documents rests on the party submitting the request for approval.

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

The Architect/Engineer will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, or any other written information that is reasonable in the circumstances. The application to the Architect/Engineer for approval of a proposed substitute must be accompanied by a schedule setting forth in what respects the material or equipment submitted for consideration differs from the materials or equipment designated in the Contract Documents. The degree of proof required for approval of a proposed substitute as equivalent to a named product is the amount of proof necessary to convince the Architect/Engineer beyond all doubt. To be acceptable, a proposed substitute must, in addition, meet or exceed all express requirements of the Contract Documents.

If submittal is approved by the Architect/Engineer, an addendum will be issued to all prospective bidders at least five (5) days prior to the date set for the opening of bids. Unless requests for changes are received and approvals are published by addendum in accordance with the above procedure, the successful bidder shall be held responsible for furnishing items and materials of the trade names or manufacturer's names called for in the specifications. The Architect/Engineer shall be the final judge on questions of equivalence.

49 - Submittal Procedure

A. General.

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

B. Contractor's Responsibilities.

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The Contractor shall verify in writing that all features of all products conform to the requirements of the specifications and drawings. Submittal documents shall be clearly edited to indicate only those items, models, or series of material or equipment that are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall insure that there is no conflict with other submittals and shall notify the Architect/Engineer in each case where his

submittal may affect the work of another contractor or the Owner. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

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

C. Transmittal Procedure.

1. General.

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

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

Each submittal will bear a stamp or specific written indication that the Contractor's obligations under the Contract documents with respect to the Contractor's review and approval of that submittal.

2. Deviation from the Contract.

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

3. Submittal Completeness.

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

D. Review Procedure.

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

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

submittal shall indicate one of the following actions:

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

Where submittal information will be incorporated in Operations and Maintenance (O&M) data, a corrected copy shall be provided.

3. If the review indicates that the submittal is insufficient or contains incorrect data, submittal copies will be marked "AMEND AND RESUBMIT". Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
4. If the review indicates that the submittal does not comply with the plans and specifications, submittal copies will be marked "REJECTED - SEE REMARKS". Submittals with deviations, which have not been clearly identified, will be rejected. Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

E. Effect of Review of Contractor's Submittals.

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

- F. The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluation of additional resubmittals. An incomplete submittal shall count as a submittal (either initial or a resubmitted as the case may be). For further information on Submittal procedures, refer to Submittal Procedures 013300 of the Project Specifications Manual.

50 - Requests For Substitution

The Architect/Engineer will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers of substitution shall be made in writing to the Architect/Engineer and shall include sufficient data to enable the Architect/Engineer to assess the acceptability of the material or

equipment for the particular application and requirements. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

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 Architect/Engineer or Owner for inspecting, testing, operating or maintaining parts of the work shall be provided by the Contractor.

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

53 - Operation and Maintenance Information

The Contractor shall provide two (2) draft copies of each manual to the Architect/Engineer for review at least fifteen (15) calendar days prior to requesting an Inspection for Substantial Completion. The Contractor shall make the necessary changes and submit two (2) final copies after Final Inspection. Such operating and maintenance information shall consist of the name and address of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer's equipment and parts. In addition, the following items of information shall be provided where applicable.

- A. Lubrication Information: This shall consist of the manufacturer's recommendations regarding the lubricants to be used and the lubrication schedule to be followed.
- B. Control Diagrams: Diagrams shall show internal and connection wiring.
- C. Start-up Procedures: These instructions consist of the equipment manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.
- D. 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.
- E. Preventive Maintenance Procedures: These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.

- F. Overhaul Instructions: These instructions consist of the manufacturer's directions for the disassembly, repair and reassemble of the equipment and any safety precautions that must be observed while performing the work.
- G. Parts List: This list consists of the generic title and identification number of each component part of the equipment.
- H. Spare Parts List: This list consists of the manufacturer's recommendations of numbers of parts that should be stored by the Owner and any special storage precautions that may be required.
- I. Original warranties as required by the contract documents and as supplied by the manufacturer.

For additional information refer to Operation and Maintenance Data 017823 of the Project Specifications Manual.

54 - Record Drawings

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

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

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, and 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.

- A. 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 Contractor and Licensed Surveyor preparing the disc(s) shall certify to the County "All information contained on the disk(s) is accurate and correct".

For additional information refer to Section 017839 – Project Record Documents.

55 - Protection of the Public and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, flagmen and warning signs and take all necessary precautions for the protection of the public.

56 - Protection of the Owner's Property

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

Before parking any heavy equipment on property of the Owner, the contractor must request and receive permission from the Owner.

57 - Maintenance of Traffic and Sequence of Operation

- A. General: The following requirements will apply:
1. The work shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic.
 2. No property owner shall be denied vehicular access to his property for any length of time, other than that, as determined, by the Architect/Engineer, is absolutely necessary.
 3. 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 Architect/Engineer. Each time that there is to be a change in the number of lanes open to traffic, this shall be reviewed by the Architect/Engineer and approved by the Owner.
 4. The Owner may approve detours around construction when one lane traffic open is impossible.
 5. Trenches shall be opened for only the amount of pipe that can be laid in one (1) day plus 200 feet. Trenches shall be backfilled and compacted as soon as the pipe is

laid. Where access to parking lots is to be denied, the Contractor shall advise each property owner one (1) day in advance of the time the parking lots will be inaccessible.

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

1. Materials Required.

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

Fluorescent orange cap, vest and flag for flagmen.

Fluorescent orange traffic cones, 24" high.

2. Placement and Erection.

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

Flagmen, equipped with fluorescent orange cap, vest and flag will be provided by the Contractor and placed.

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

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

C. Safety.

The Contractor performing the work shall be responsible for the erection and maintenance of all traffic control devices during construction.

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

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

D. Enforcement.

In the event that compliance with these measures is not achieved, the Architect/Engineer or Owner may shutdown all operations being performed. The Architect/Engineer or Owner shall also withhold any payments due, until the above requirements have been met. At any time during the course of the work, the Architect/Engineer or Owner may at their discretion and by whatever means necessary, correct any situation that they may deem hazardous to

the health and welfare of the public. Work, performed by the Architect/Engineer or Owner or by any entity enlisted by the Architect/Engineer or Owner, to correct situations of public hazard shall be deducted from monies due the Contractor.

E. Compensation.

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

58 - Lot Corners

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

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

59 - Existing Utilities

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

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

All Contractors' operations shall be conducted as to interfere as little as possible with utility service. Any proposed interruption by the Contractor must be approved in advance by the respective utility's owner.

The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete or accurate.

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

The Contractor shall familiarize himself with and comply with the provisions of O.C.G.A. Section

25-9-1 et. seq.

If any public or private utility lines, pipes, facilities, or structures are damaged or broken by the operations of the Contractor as a result of being disturbed, exposed or unsupported, the Contractor shall be responsible for the complete and prompt restoration of the same and shall indemnify and hold the Owner, its officers, employees and agents harmless from any claims or causes or action for damage and for any liability which may arise therefrom.

For relocation of any dry utility including power, gas, telephone, cable, fibre and others, the Contractor is responsible for coordination with the respective utility owner. Time taken for such relocations shall be accounted for in the Construction Schedule. The County shall pay the cost of dry utility relocations that are due to the utility company (only) either directly or shall reimburse the Contractor for actual relocation cost paid to the utility company (less overhead and profit). Conduits, etc., that are required for such relocations shall be the responsibility of the Contractor.

For relocation of any wet utilities including water, sewer, storm etc. the Contractor is responsible for the coordination and cost of such relocations including meeting the requirements and ordinances of the wet utility owner.

All costs (installation and usage) of temporary wet and dry utilities shall be borne by the Contractor.

60 - Equal Employment Opportunity

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

61 - Material Delivery, Handling, and Storage

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

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

Material and equipment shall be stored as compactly and neatly as practicable at points convenient for the Contractor and which do not damage the work or interfere with or are otherwise hazardous to traffic. Material and equipment shall be stored so as to facilitate inspection and to insure preservation of their quality and fitness for use. All material and equipment shall be stored on wooden skids or platforms such as not to be in direct contact with the ground. All mechanical and electrical equipment shall be stored and covered in a manner such as to completely be protected from dust and moisture. Prior to the delivery of any materials or equipment, the Contractor shall submit, for the Engineer's review, a plan showing all designated storage and assembly areas. Should the Contractor choose to store material or equipment or use for assembly property which is not owned by the Owner or the Contractor, a letter of permission signed by the legal owner of the property shall be obtained by the Contractor and submitted to the Engineer a minimum of 24 hours prior to delivery. All material and equipment stored at any facility other than the site shall be tagged

with the Owners name and the project number. Payment shall not be made for "Stored Materials" for any material stored at locations or in any manner not suitable to the Owner.

62 - Maintenance During Construction

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

Upon completion of the work, the Contractor shall remove all construction signs and barricades before final acceptance of the Project.

63 - Emergencies

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Owner, hereby permitted to act at his discretion to prevent such threatening loss, damage or injury. He shall also act, without appeal, if so authorized or instructed by the Owner. The Contractor shall supply the Engineer and the Owner with two (2) emergency phone numbers for contact 24 hours per day in the event of an emergency. After attempting contact with the Contractor via the emergency phone numbers, the Contractor cannot be reached nor should he fail to respond, the Owner may remedy the situation by whatever means as may be necessary and deduct the cost for same from any monies due the Contractor.

64 - Compensation

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

65 - Safety and Health Regulations

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

66 - Accidents

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor shall report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damages, giving full details and statement of witnesses. In addition, if death or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any sub-contractor an account of any accident, the Contractor shall promptly report the facts to the Owner, giving full details in writing of the claim.

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

67 - Load Limits

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

68 - Sanitary Provisions

The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the Federal Occupational Safety and Health Administration.

All facilities shall be removed at the completion of the Contract.

69 - Construction Buildings

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

70 - Cleaning Up

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

71 - Electrical Energy

The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the proper completion of this contract during its entire progress.

The Contractor shall provide all temporary wiring, switches, connections and meters. The Contractor shall make all necessary applications and arrangements and pay all fees and charges for temporary power use.

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

The Contractor shall remove all temporary electrical service and appurtenances prior to final

acceptance by the Owner.

Where permanent electrical service is required, the Contractor shall request, in writing, an inspection of the electrical components of the work. Such request for inspection shall be given a minimum of 48 hours in advance. At such time as the electrical components of the work have been inspected and approved, the Contractor shall request from the Owner, in writing, an electrical service. Such request for electrical service shall be given a minimum of ten (10) days in advance.

72 - Water Supply

The Contractor shall provide all water required to successfully perform the work. All water provided by the Contractor, which is not potable, shall be clearly marked as such. All water from fire hydrants, post hydrants, or otherwise from the existing distribution system under local control, shall be metered with a meter supplied by any local public body or authority responsible for the system and shall be obtained only with written authorization of the Owner. The Contractor shall remove all temporary water service and appurtenances prior to final acceptance by the Owner.

The Contractor shall make all necessary applications and arrangements and pay all fees and charges for temporary water use by the contractor.

73 - Environmental Impact

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

A. Noise.

All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels. In addition, operation of equipment and machinery shall be limited to daylight hours, except with the permission of the Owner, based on critical need for the operation.

B. Dust/Smoke.

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

Burning operations may be conducted only with the written permission of the Owner's Representative. The Contractor shall be responsible for obtaining all permits, fees, and complying with all codes, ordinances and regulations pertaining to the burning.

C. 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 that will preclude the loss of any portion of the load in transit, including covering, if necessary.

D. Siltation and Erosion.

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

E. 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.

F. The Contractor shall be responsible for all costs associated with the environmental cleanup or remediation of adverse environment conditions caused by the contractor or subcontractor during construction, or which were caused by the Contractor during construction, but not discovered until after completion of the project.

74 - Progress Payments

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

Not later than the fifth day of every month the Contractor shall prepare and submit 4 copies Request for Periodic Payment, along with an Affidavit of payment of claims (and Lien Release), covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of values for such items together with such supporting evidence as may be required by the Architect/Engineer; however, the Owner reserves the right to request additional information from the Contractor.

No payment of any partial payment becomes due until the Contractor submits to the Owner:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work associated with all previous payments for which the Owner might in any way be responsible, have been paid or otherwise satisfied, including Subcontractor payments;
- b. Statements of surety and the Contractor's certificate on forms satisfactory to the Owner as to Contractor's payment of all claims for labor, materials, equipment rentals and public utility services; and
- c. Attach to each Application for Payment relevant certified payroll (s);
- d. If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as is designated by the Owner.

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, (hereinafter referred to as "liens") and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other

person performing the Work at the site of furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

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

Not later than the 45th day after submitting a complete, accepted, approved and correct estimate along with all required documentation (as per these contract documents) as detailed in the above paragraph, the Owner shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the Owner, as long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Owner, the Owner shall retain 10% of the gross value of the completed work as indicated by the current approved estimate.

After the gross value of completed work becomes equal to 50% of the total Contract amount within a time period satisfactory to the Owner, then the Owner will continue to retain the 10% of the first 50% of the work but will not require any additional retainage; provided, however, that if work is unsatisfactory or falls behind schedule, retention may be resumed at the previous level after notification to the Contractor. Amounts unpaid at the end of the 45 days after the billing date shown on each invoice shall bear interest at the rate of one percent (1%) per month not to exceed three months (3%).

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

- A. A copy of the Progress Schedule marked to indicate the work actually accomplished.
- B. 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.
- C. An outline of time lost because of any event-giving rise to a request for an extension of contract time.

The Owner has a right to hold a payment to a contractor who has not included an updated progress report with his pay request. For pay requests that are incomplete, the 45 day time period shall start when all required information has been submitted.

Retention of contractual payments and the creation of escrow accounts for contracts for the installation, improvement, maintenance or repair of water or sewer facilities shall be in accordance

with the Georgia Retainage Law, Section 13-10-20, Article 2, as found in O.C.G.A.

Before final payment is due, the Contractor shall submit evidence satisfactory to the Architect/Engineer and Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment an additional Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated.

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.

See Exhibits A thru C for Waiver and Release Forms.

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.

Schedule of Values. Within 30 calendar days of the Notice of Intent to Award, the Contractor shall submit to the County, for the County's approval, a Schedule of Values of the Work (including quantities as required by the County). The Schedule must aggregate to total Contract sum, divided so as to be able to verify payments to Subcontractors, and be prepared in such form as specified by the County, and supported by such data required by the County, to substantiate its correctness in accordance with the following:

- a. The Schedule of Values shall combine material and labor costs for installing the Work.
- b. For each building or structure included in a Project, a cost breakdown for each structure must be submitted, indicating prices for each trade, General Conditions, Overhead and Profit within the separate buildings and structures.

This Schedule of Values, when approved by the County, will be used as a basis for processing the Contractor's Application for Payments. This Schedule of Values may also be used by the County, to determine the cost or credit to the County resulting from the changes in the Work.

76 - Use of Completed Portions

The Owner may, at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired. In such case, the Architect/Engineer with the Owner's concurrence 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 - Beneficial Use

During the execution of the work, certain portions of the work may be directly or indirectly placed in service. However, "beneficial use" shall not be claimed by the Contractor as a means to force acceptance or completion. It shall be the responsibility of the Contractor to request, in writing to the Owner, an inspection to determine acceptance on all or any portion of the work. It shall be the responsibility of the Contractor to consider the amount of time any particular portion of this job may be used prior to Final Acceptance and bid the job accordingly.

78 - Payments Withheld

The Owner may withhold or, on 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:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating proposed public filing of claims by other parties against the Contractor.
- C. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- D. Damage to another Contractor. When the above grounds are removed or the Contractor provides a Surety Bond, satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

Nothing in this paragraph shall negate, abridge, or alter other grounds for withholding or delaying payment to the Contractor as stated in the Contract.

- E. Reasonable doubt that the work can be completed for the unpaid balance of the Contract sum. When the County withholds payment to the Contractor for any of the above reasons, the County shall notify the Contractor of the deficiencies with fifteen (15) days of receiving an Application for Payment. When the issue has been addressed to the satisfaction of the County, payment shall be made for the amount withheld.
- F. **Final Payment Not Due Until Conditions Met.** Neither the final payment nor the remaining retained percentage becomes due until the Contractor submits to the Owner. **See Exhibits A, B, and C for Contractor Affidavit and Waiver and Release Forms.**
 - 1. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied;
 - 2. Statements of surety and the Contractor's certificate on forms satisfactory to the Owner as to Contractor's payment of all claims for labor, materials, equipment rentals and public utility services; and
 - 3. If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as is designated by the Owner.
 - 4. Each Subcontractor shall furnish a release or waiver.

79 - Contract Time

- A. General.

Time shall be of the essence of the contract. The Contractor shall promptly start the work within ten (10) days after the date of the notice to proceed and shall prosecute the work so that portions of the project shall be complete within the times specified in, Paragraph 46 C. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work, where acceptable quality or efficiency will be affected by unfavorable conditions, shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the Owner, that the contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work. (Refer Item 97 Rain Days).

B. Construction Schedule.

The Contractor shall provide a construction schedule and reports as specified in Paragraph 46 for scheduling and coordinating the work within the contract time. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence. Failure of the Contractor to comply with these requirements for submittal of the construction schedule and reports shall be cause for delay in review of progress payments by the Owner.

C. Construction Progress.

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

These actions may include the following:

1. Increase manpower in quantities and crafts.
2. 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.
3. Reschedule activities.

If requested by the Architect/Engineer, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and insure completion of the work within the contract time. The proposed revision shall be submitted to the Architect/Engineer in accordance with, Paragraph 46. Upon receipt of an acceptable proposed schedule, the revision to the construction schedule shall be made in accordance with Paragraph 22. All actions to return the project to the acceptable schedule are at the Contractor's expense.

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

construction work in conformance with the construction schedule.

D. Delays.

1. Notice of Delays: When the Contractor foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay, he shall notify the Owner and Architect/Engineer in writing of the probability of the occurrence of such delay, the extent of the delay, and its possible cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays, which are not called to the attention of the Architect/Engineer, Owner at the time of their occurrence.
2. The Contractor's Construction Schedule shall account for the time (lead time and actual duration) required for the work to be performed by the Owner's contractors. The Contractor shall provide these time frames to the Owner. The Contractor is required to coordinate with the Owner's contractors for work to be performed and advise the Owner if the Owner's contractors are impacting the project's critical path.

E. Extension of Time.

1. During such extension of time, neither extra compensation or engineering inspection and administration nor damages for delay will be charged by the Contractor to the Owner. It is understood and agreed by the Contractor and Owner that during such extension of time, no extra compensation shall be paid to the Contractor.
2. Damage for Delays: For the period of time that any portion of the work remains unfinished after the time fixed for completion in the contract documents, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages, specified in, Paragraph 86.

80 - Omissions

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

The Contractor shall be fully responsible to the Owner for all acts, errors and omissions of the Subcontractors, Suppliers and other persons and organization performing or furnishing any of the work under a direct or indirect contract with the Contractor just as Contractor is responsible for Contractor's own acts, errors and omissions.

81 - Differing Site Conditions

- A. The Contractor shall promptly, and before such conditions are disturbed, notify the Architect/Engineer in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in this 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. The Engineer shall promptly investigate the conditions, determine the necessity of obtaining

additional exploration or tests with respect thereto and advise the Owner in writing (with a copy to the Contractor) of the Architect/Engineer's findings and conclusions. If the Architect/Engineer finds and concludes and the Owner concurs with the Architect/Engineer that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performances of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

- B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the required notice.
- C. No claims by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

82 - Changes in Work

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

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

- A. Modification of Quantities -The itemized quantities shall be considered by the Contractor as the quantities required completing the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or lesser than the quantities shown on the items, an amount equal to the difference in quantities at the unit price bid for the items will be added to or deducted from the Contract Sum.
- B. When itemized quantities are not given in the Proposal, the work shown on the plans or specifications shall be considered by the Contractor to be included in his contract for the lump sum prices bid.
- C. When quantities installed are more/less than the work shown on the plans, the unit price bid for the items shall be added to or deducted from the Contract sum.
- D. When the Contractor receives suggestions or comments from the Owner or Architect/Engineer that Contractor believes to be a cost change, it is important that the Contractor give immediate notice to the Owner. Contractor should not proceed with the "change" until approved by the Board of Commissioners.
- E. Contractor objections to the extent that clarification(s) are issued by the Owner or Architect/Engineer (i.e., field instructions) shall make those objections in writing to the Owner's representative within eight (8) days after Contractor's determining the necessity.
- F. Change Orders will state specifically if the additional work will require agreed upon time extension on the project schedule. Time extensions will require a signed "bilateral"

modification to the contract. Time extensions must be approved by the Owner and Architect/Engineer before presenting to the Board of Commissioners.

- G. Except in an emergency endangering life and property, no extra work or change shall be made unless approved by the Board of Commissioners, and no claim for an addition to the Contract Sum shall be valid unless the additional work was **so ordered**. The cost of the work shall be submitted to the Architect/Engineer along with the monthly pay request.

83 - Force Account / Changes in Work

The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract, consisting of additions, deletions or other revisions, with the Contract sum adjusted accordingly. All such changes will be authorized by a Change Order. The Contractor agrees that payment will be the exclusive compensation for such addition, deletion or revision to the original Contract including any and all costs associated with the acceleration, stacking or re-sequencing required to maintain the Construction Schedule. If it is not possible, the Contractor may request an extension of time.

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

1. Labor

For all labor, equipment operators and supervisors, excluding superintendents, in direct charge of the specific operations, the Contractor shall receive the rate of wage normally paid for such work activity for each hour and every hour that said labor, equipment operator and supervisor are actually engaged in such work. A Certified Payroll shall be required to validate the hourly rate. The Contractor may include health, welfare and pension benefits. The Contractor may add up to 15% to this for overhead and profit.

2. Bond, Insurance, tax

For property damage, bonds, liability and worker's compensation premiums, unemployment insurance contributions and Social Security taxes, the Contractor shall receive the actual cost, to which no percentage shall be added for overhead and profit. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.

3. Materials

For materials used, the Contractor shall receive the actual cost of such material incorporated into the work, including transportation charges (excluding machinery rentals) and sales tax, to which the Contractor may add up to 10% to this for overhead and profit.

4. Equipment

For any machinery or special equipment (other than small tools, hand tools), the Contractor shall receive the transportation cost and rental rate for the actual time such equipment is in operation for the work required. Payable time period shall not include time when equipment is broken down or repaired. Transportation charges shall be paid provided the equipment is obtained from the nearest source. No compensation shall be made for equipment repair. The Contractor may add up to 10%

to this for overhead and profit.

5. Other

No overhead and profit will be allowed for general superintendence, the use of small/hand tools or other costs for which no specific allowance is provided.

6. Subcontractor

For work performed by a Sub Contractor or second tier Sub Contractor, all provisions of this section that apply to the Contractor in respect to labor, materials and equipment shall govern. The Contractor shall be allowed an amount to cover administrative cost equal to 5% of the Sub Contractor's amount earned but not to exceed \$5,000. The Owner will not recognize subcontractors of subcontractors. Mark up for Second tier Subcontract work will not be allowed.

7. Overhead and Profit

Overhead and Profit shall include supervision (cost of sub contractor to supervise own work, cost of contractor to supervise work of sub contractor), bonds (Payment, Performance, Roof and Wall) insurance (Liability, Builders Risk), proposal preparation and any/all administrative costs.

All proposals shall be accompanied by a complete itemization of costs including labor (by trade and man hours), materials (quantities), equipment and subcontracts in the manner prescribed above. The burden of proof of cost rests upon the Contractor. All quotes provided by a Sub Contractor or vendor shall be on their own letterhead. All changes require written approval prior to commencing work (except in an emergency endangering life and property) .

84 - Claims for Extra Cost

- A. If the Contractor claims that any instructions by drawings or otherwise issued after the date of the Contract involved extra cost under the Contract, he shall give the Architect/Engineer written notice thereof within seven (7) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.
- B. Extra work not included in Article (a) but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units may be done at mutually agreed upon unit price, or on a lump sum basis, or under the provision of Paragraph 83.
- C. Extra costs, which result from delays, which cause an interruption in the orderly progress of the work as described in Part A, Paragraph 79 hereinbefore, will be considered under the following conditions.
 - 1. No claim will be considered for delays less than 5 hours in duration.
 - 2. No claim will be considered in cases where the Contractor is able, without undue hardship, to shift his work crew to other productive work on the same project in the same general work area.
 - 3. The claim for extra cost due to delay shall be computed on a cost plus

4. Unavoidable delays caused by weather that exceed that specified in Section 97 may be cause for extensions of time. However, damage to the Contractor caused by weather or an Act of God shall not be cause for additional compensation or monetary adjustment.

85 - Correction of Work Before Final Payment

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

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

86 - Liquidated Damages

The Owner will suffer financial loss if the work is not complete on the date set forth in the Contract Documents, including extension granted thereto. Failure to complete the work within the number of days stipulated in the Contract shall entitle the Owner to retain from compensation otherwise due to be paid to the Contractor, or for the Owner to be paid directly by the Contractor the sum of **Six Thousand Dollars (\$6,000.00)** as fixed and agreed to as liquidated damages for each calendar day of delay until the work is complete. The Contractor, and his Surety, shall be liable for and shall pay to the Owner any sum due and owing to the Owner as liquidated damages.

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

87 - Suspension or Abandonment of Work

A. Suspension of Work.

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

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

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

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

B. Abandonment of Work.

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

88 - Termination of Contract

A. Termination for Convenience of Owner.

The Owner may, at any time upon ten days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner.

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

B. Default Termination.

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

1. If the Contractor refuses or fails to prosecute the Work or any separable part thereof, with such diligence as will ensure the Substantial Completion of the Work within the Contract time;
2. The Contractor is in material default in carrying out any provisions of this Contract for a cause within its control;
3. If the Contractor files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;
4. If a trustee, receiver or liquidator, is appointed for the Contractor or for all or any substantial part of the property of the Contractor; or if the Contractor makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due;
5. If the Contractor has filed against it a petition in bankruptcy under any present or

future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the Contractor is adjudged a bankrupt;

6. If the Contractor is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
7. If the Contractor fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment;
8. If the Contractor fails to make prompt payment to Subcontractors for materials or labor, unless Contractor otherwise provides Owner satisfactory evidence that payment is not legally due;
9. If the Contractor persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction;
10. If the Contractor substantially violates any provision of the Contract Documents; or If, after Contractor has been terminated for default pursuant to Subparagraph B, it is determined that none of the circumstances set forth in Paragraph B exist, then such termination shall be considered a termination of convenience pursuant to Subparagraph A.

If Owner terminates this agreement for any of the reasons enumerated in Subparagraph "B", then the Owner may take possession of the site and of all documents, materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

C. Allowable Termination Costs.

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

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

The total sum to be paid to the Contractor under this Paragraph "C" shall not exceed the Contract sum as reduced by the amount of payments otherwise paid, by the Contract price

of Work not terminated and as otherwise permitted by this Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in this Paragraph "C", the fair value, as reviewed by the Engineer, determined by the Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner.

D. General Termination Provisions.

After receipt of a Notice of Termination from the Owner, pursuant to Paragraph "A" or "B", and except as otherwise directed by the Owner, the Contractor shall:

1. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;
2. 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;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
4. Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. 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;
6. Transfer title and deliver to the entity or entities designed by the Owner, in the manner, at the times and to the extent, if any, directed by the Engineer, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as had been terminated;
 - (a) The fabricated or unfabricated 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 in connection with the performance of, the Work terminated by the Notice of Termination, and
 - (b) The completed or partially completed plans, drawings, information, and other property related to the Work;
7. Use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Engineer, and property of the types referred to in Paragraph "D"; provided, however, that the Contractor:
 - (a) Shall not be required to extend credit to any buyer, and

(b) May acquire any such property under the conditions prescribed by and at a price or prices approved by the Engineer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Engineer may direct;

8. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
9. Take such action as may be necessary, or as the Engineer or Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

The Contractor shall, from the effective Date of Termination until the expiration of three years after Final Settlement under this contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Engineer, photographs, microphotographs or other authentic reproductions thereof.

In arriving at any amount due the Contractor pursuant to Paragraph "C", there shall be deducted:

- (a) All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this Contract;
- (b) Any claim which the Owner may have against the Contractor;
- (c) Such claim as the Engineer may advise and the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and
- (d) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of Paragraph "D", and not otherwise recovered by or credited to the Owner.

Contractor shall refund to the Owner any amounts paid by the Owner to Contractor in excess of costs reimbursable under Paragraph "C".

The Owner, at its option and Contractor's expense, may have costs reimbursable under Paragraph C audited and certified by independent certified public accountants selected by the Owner.

10. Notwithstanding any other provision or language to the contrary, this Contract is contingent and conditioned upon Chatham County acquiring all of the real property necessary to complete the project, services, and work described in this Contract and all other documents making up and/or incorporated into same. In the event that Chatham County determines in its sole discretion that the above condition and contingency cannot and/or will not be met or that acquiring the necessary property is

unfeasible or impractical, Chatham County may, without any penalty or costs whatsoever, terminate, rescind, or revoke this Contract. Contractor acknowledges full and complete understanding of this contingency and that it may be necessary for Chatham County, as determined by Chatham County in its sole discretion, to acquire additional real property in order to proceed with the project, services, and work contemplated by this Contract.

89 - Contractor's Right to Stop Work or Terminate Contract

If the work should be stopped under an order of any court for a period of three (3) months, through no fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the Owner and the Engineer, 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

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

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

- B. Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the Contractor agrees to pay the Owner all reasonable costs, charges, expenses and attorney's fees expended or incurred therein.
- C. Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration. The Owner, in its sole discretion, may elect to have all or part of any dispute or claim submitted to mediation or arbitration in a format approved in accordance with the American Arbitration Association.
- D. The Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the contract shall be brought in any court in Chatham County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Chatham County, and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non-conveniens or any similar basis.

91 - Removal of Equipment

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

92 - Laws of Georgia

The Laws of the State of Georgia shall govern this contract.

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, Paragraph 82 and, Paragraph 83 without the adjustment of the contract sum, and shall not otherwise be interpreted for any other use and shall not contain any of the Contractor's work, or cost, known or unknown, at the time of bidding.

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

94 - Discrepancy Between General Conditions and Technical Specifications

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

95 – Georgia Security and Immigration Compliance Act

Pursuant to O.C.G.A. § 13-10-91 (Georgia Security and Immigration Compliance Act), every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

No contractor or subcontractor shall enter into a contract or subcontract with a public employer in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

- Contractor acknowledges that the awarding of this contract is conditioned upon initial and ongoing compliance by the contractor and any subcontractor with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor;
- The requirements of O.C.G.A. § 13-10-91 pertaining to registering and participating in a federal work authorization program apply to public employers, their contractors, and subcontractors, as follows:

- (a) On or after July 1, 2007, to contractors and subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to contractors and subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other contractors or subcontractors.
- Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an indication of the employee-number category applicable to the subcontractor.
 - Contractor agrees that its compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by execution of the Contractor Affidavit which is attached hereto and which shall be a part of this contract.
 - Contractor agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the subcontractor's execution of a Subcontractor Affidavit provided by Chatham County. Contractor shall maintain records of such attestation for inspection by Chatham County at any time. The Subcontractor Affidavit shall become a part of the contractor/subcontractor agreement.

96 – Ownership of Salvaged Material and Equipment

Chatham County shall have the right to retain ownership of any salvaged material or equipment. The contractor shall provide the Owner fourteen (14) calendar days advance notice before beginning work in an existing / occupied building. For other salvageable material and equipment, the Contractor shall notify the Owner prior to disposal.

97 – Rain Days

The following number of rain days are included in the project duration:

Jan	9	May	8	Sep	10
Feb	8	Jun	12	Oct	6
Mar	9	Jul	14	Nov	7
Apr	7	Aug	13	Dec	8

Source: National Climatic Data Center; www.ncdc.noaa.gov

The above listed rain days shall be applied to the corresponding months during which construction occurs. The start of construction shall be the date of Notice to Proceed, and the end of construction shall be the date of Substantial Completion. The number of rain days shall be prorated accordingly for the respective construction start and end months.

Rain days shall be used in cases when rain affects activities on the critical path. The Contractor shall claim a rain day by notifying the Owner and Architect/Engineer the following day. The Contractor shall include the date, amount of rainfall and critical activities impacted. Claimed rain days that exceed the number listed above may be used to determine an extension of the contract time.

98. Mobilization

The following items are included as mobilization, and cannot be included separately on the breakdown:

Contractor's field office; Owner's field office/Guard Station; heating, lighting and telephone; signs; site survey; construction fence; sidewalk shelter; safety and first aid equipment; temporary power set up and distribution; temporary water; temporary sanitation.

99. Allowances

The Field Condition Allowance shall belong to the Owner. Bidders shall not use this Allowance to assume any contractor costs known or unknown at the bidding. The Owner and Architect must approve use of the Allowance. Bidders shall include this Field Condition Allowance within their base bid. Any unused allowance shall revert to Chatham County.

100. Security and Cost to Contractor

A computer assisted criminal history check through the Georgia and National Criminal Information Centers (G.C.I.C. or N.C.I.C.) will be required for **each** construction worker on the job site. Contractor shall be responsible for the cost of the security background check(s) and badges(s) for all construction workers on the job site including subcontractors and their employees. See Exhibit D for Security Policy.

1. Cost of security background check and badge for level 1(non secure) - \$25 each
Cost of security background check and badge for level 2 (secure) - \$35 each
2. Contractor is responsible for the cost of replacement of badge - \$12 each
3. Upon completion of work or termination of each employee the badge shall be returned to the CCDC. The penalty for each badge not returned is \$25.

NOTE: Exhibit D, Security Policy, Tool Control, Section III, page 2 should read: ...Shall apply only to tools brought into the secure perimeter.

- End of this Section -

**CONTRACT FOR SERVICES
BY AND BETWEEN
CHATHAM COUNTY BOARD OF COMMISSIONERS
AND**

This Agreement made and entered into by and between Chatham County, Georgia, party of the first part (hereinafter called the "County") and _____ party of the second part (hereinafter called the "Contractor"); and

WHEREAS, The County at its _____, 2010 Meeting awarded the bid for the **Chatham County Detention Center Expansion** hereinafter referred to as the Project (Solicitation # 10-6-8-4

and;

WHEREAS, the Contractor and the County for the consideration hereinafter named, agree and acknowledge that:

Part A: Contract Form

ARTICLE 1: The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Chatham County Detention Center** in strict conformity with all sections of the (Solicitation #10-6-8-4), hereinafter set forth, whose program services together with the Contractor's Bid, the Advertisement for Bids, Instructions to Bidders, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2: The Contractor agrees to commence the project included in this Contract on a date to be specified in a written Notice to Proceed and shall be fully completed within a period of **Nine Hundred Fifteen (915)** consecutive calendar days after the effective commencement date. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of **Six Thousand Dollars (\$6,000.00)** for each calendar day that he shall be in default of completing the work within the time limit named herein. If the Contractor abandons the contract before commencement of the work or defaults in completion of all the work after commencement thereof, the Contractor shall be liable for such liquidated damages.

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Chatham County, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be, are cumulative, and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

ARTICLE 3: The County agrees to pay the Contractor, in current funds, for the performance of this Contract the sum of _____ **and 00 Dollars** (_____), which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

Project: Chatham County Detention Center Expansion

Page 1 of 5

ARTICLE 4: The County and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the County budgetary process, agrees to waive the terms of O.C.G.A. Section 13-11-1 et seq., known as the "Georgia Prompt Pay Act". Contractor agrees that the work and services required by this contract may require inspection and approval of the County's engineers or consultants and that the time for payment shall be tolled for a reasonable time as required for said inspection and approval. Contractor further agrees to toll the time for payment hereinunder for an additional and reasonable period of time for the County department head overseeing the project or work contemplated by this agreement to approve the work and/or services performed. Once the necessary installation and approvals by the engineers or consultants and County department head

has been made, the County shall have 30 working days from approval by the County department head in which to pay the Contractor; subject to any documentation requests by the County as necessary to allow the County to evaluate the completeness and accuracy of monies due. A ten (10%) percent retainage may be instituted by the County at any time in accordance with laws of the State of Georgia.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, 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 acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

- Part A: Contract Form
- Part B: Performance Bond
- Part C: Payment Bond
- Part D: Affidavit of Payment of Claims
- Part E: Certificate of Insurance
- Part F: Drug Free Workplace
- Part G: Pre-Qualification Response

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, County personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State. Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be brought in any court in Chatham County, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the

execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Chatham County, Georgia and in any said action or proceeding.

Contractor hereby expressly 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.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The County shall consider Contractor the sole point of contact with regard to contractual matters. Sub-contracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the County.

Contractors and all approved subcontractors shall compensate its employees, at a rate equal to or greater than the prevailing local wage rate in Chatham County as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.

To the fullest extent permitted by law, contractors and subcontractors shall comply with the Official Code of Georgia, Section 34-9-410 et seq., as amended from time to time. Proof of Certification of Drug Free Workplace Programs under the named statute shall accompany each bid for public improvements projects submitted to the County for consideration.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the County.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

Notwithstanding any other provision or language to the contrary, this Contract is contingent and conditioned upon Chatham County acquiring all of the real property necessary to complete the project, services, and work described in this Contract and all other documents making up and/or incorporated into same. In the event that Chatham County determines in its sole discretion that the above condition and contingency cannot and/or will not be met or that acquiring the necessary property is unfeasible or impractical, Chatham County may, without any penalty or costs whatsoever, terminate, rescind, or revoke this Contract. Contractor acknowledges full and complete understanding of this contingency and that it may be necessary for Chatham County, as determined by Chatham County in its sole discretion, to acquire additional real property in order to proceed with the project, services, and work contemplated by this Contract.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their

legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The Contractor and the County, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

(Continued on Next Page)

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

CHATHAM COUNTY, GEORGIA

By: _____
Title: Chairman, Board of Commissioner
CHATHAM County, Georgia
(Seal)

Attest: _____

Title: _____

Date: _____

CONTRACTOR

Company Name

Signed and sealed in
the presence of:

By: _____

Title: _____

(Seal)

1. _____

2. _____

Attest: _____

(Corporate Secretary)

Title: _____

Date: _____

**PART B
PERFORMANCE BOND**

**STATE OF GEORGIA
COUNTY OF CHATHAM**

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as
Principal, (herein after known as "Contractor"), and

We _____

_____ as Surety, do
hereby acknowledge ourselves indebted and firmly bound and held unto Chatham County, Georgia
for the use and benefit of those entitled thereto in the sum of
_____ and ___/Dollars
(_____) for the payment of which will and truly to be made, in lawful money of the
United States, we do hereby bind ourselves, successors, assigns, heirs, and personal
representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the County has engaged the said Contractor for the sum of
_____ and ___/Dollars (_____) for the, **Chatham County
Detention Center Expansion** project, as more fully appears in a written Agreement bearing the
same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings
and obligations under the said agreement or contract herein before referred to and shall fully
indemnify and save harmless the said Owner from all costs and damage whatsoever which it may
suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and
repay the said Owner such default, and shall guarantee all products and workmanship against
defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it
shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time,
alteration or addition to the terms of the said Agreement or Contract or in the work to be performed
thereunder, or the Specifications accompanying the same shall in any way affect the obligations
under this obligation or bond, and notice is hereby waived of any such damage, extension of time,
alteration or addition to the terms of the Agreement or Contract or to the work or to the
Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections
36-10-1 et seq and 36-82-100 et seq and all the provisions of the law referring to this character of
bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a
part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, this ____ day of _____, 2010. Executed in three (3) counterparts.

CONTRACTOR:

Company Name

By: _____

Signed, sealed and delivered
In the presence of:

Title: _____
(Seal)

1. _____

2. _____

SURETY:

(Surety Name)

By: _____

Signed, sealed and delivered
In the presence of:

Title: _____
(Seal)

1. _____

2. _____

**PART C
PAYMENT BOND**

STATE OF GEORGIA
COUNTY OF CHATHAM

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, (herein after known as "Contractor"), and

we _____ as Surety, are held and firmly bound unto Chatham County, Georgia (hereinafter called the "County"), in the penal sum of _____ and ___/ 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 assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract with said County, for the **Chatham County Detention Center Expansion** project, as more fully appears in a written Agreement bearing the same project title, (hereinafter called the "Contract"), which Contract and the Specifications for said project shall be deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

- a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- b) The Principal and Surety hereby designate and appoint _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

ITB# B10-6-8-4

- c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.
- d) This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-82-100 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor 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 _____, 2010. Executed in three (3) counterparts.

CONTRACTOR:

Company Name

By: _____

Signed, sealed and delivered
In the presence of:

Title: _____
(Seal)

1. _____

2. _____

SURETY:

(Surety Name)

By: _____

Signed, sealed and delivered
In the presence of:

Title: _____
(Seal)

1. _____

2. _____

PART D
AFFIDAVIT OF PAYMENT OF CLAIMS
(Submitted with each Monthly Invoice)

_____ this _____ day of _____, 2010

appeared before me, _____, a Notary Public, in

and for _____, and being by me first duly sworn states that all subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the contract between: Chatham County Board of Commissioners (County) and _____ (Contractor), last signed _____ for the **Chatham County Detention Center Expansion**

Company Name

BY: _____

TITLE: _____

DATE: _____

(Seal)

Subscribed and sworn to before me the _____ day

of _____, 2010

My commission expires on the _____ day

of _____, 2010.

NOTARY PUBLIC

(Notary Seal)

Project: Chatham County Detention Center Expansion

ITB# B10-6-8-4

**PART E
CERTIFICATE OF INSURANCE**

This is to certify that _____
(Insurance Company)

of _____
(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to

Chatham County Georgia Board of Commissioners, Purchasing Agent, 1117 Eisenhower Drive, Suite C., Citizens Service Center, Savannah, Georgia 31406.

It is further agreed that Chatham County Board of Commissioners shall be named as an additional insured on the Contractor's policy

1. Insured:
2. Project Name: **Chatham County Detention Center Expansion**
3. Project Number: **ITB #B10-6-8-4**
4. Policy Numbers(s): _____

DATE: _____
(INSURANCE COMPANY)

ISSUED AT: _____
(AUTHORIZED REPRESENTATIVE)

ADDRESS: _____

NOTE: Please attach Certificate of Insurance form to this page

Project: Chatham County Detention Center Expansion
ITB# B10-6-8-4

PART F

DRUG FREE WORK PLACE CERTIFICATION

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Title

Date: _____

Project: Chatham County Detention Center Expansion
ITB# B10-6-8-4

CHATHAM COUNTY DETENTION CENTER EXPANSION

ITB #B10-6-8-4

SPECIAL CONDITIONS

01 – General Conditions

The General Conditions of the Contract shall apply to all work in this Contract except as otherwise specified in these Special Conditions. Requirements of these Special Conditions supersede those of the General Conditions.

02 - Plans

The attached plans, if any, form a part of this contract:

03 - Technical Specification

The "Technical Specifications" (hereinafter referred to as "Specifications"), must be complied with during the execution of this project. In the event a conflict between the "Plans" and these "Specifications" is discovered, the Contractor shall obtain clarification as to how to proceed from the Contract Technical Representative listed below. If the conflict is minor, the project may proceed with verbal agreement from both parties. Should either party consider the conflict major, a written agreement in the form of a change order or amendment must be executed.

The technical specifications are outlined in the plan details.

04 - Security

Security shall be in accordance with the Sheriff's Department Corrections Bureau Policy and Procedure #05/27/01/01. A copy of this policy is attached at Exhibit D.

05 - Notice

Posting a written notice(s) to the following representatives as stated herein shall satisfy requirements:

- A. Contract Administration

The Contract Administrator for this Invitation To Bid (ITB) shall be Mr. Robert Marshall, Senior Procurement Specialist, (912) 790-1622. The Contract Administrator shall act as the County's Representative during the execution of any subsequent contract and related amendments. He will coordinate evaluation of any contract dispute(s) in a fair and unbiased manner with the County

Purchasing Agent. The decisions of the Purchasing Agent shall be final, conclusive, and binding upon all parties to the Contract. Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

Chatham County Purchasing and Contracting Division
Attn: Mr. Robert Marshall
1117 Eisenhower Drive, Suite C
Citizens Service Center
Savannah, GA 31406
Phone: (912) 790-1622; Fax (912) 790-1627
Email: rmarshal@chathamcounty.org

B. Contract Technical Representative

The Contract Technical Representative is the County's day-to-day manager of the services contracted for. She shall provide the successful Bidder direction and monitor the results within the limits of the contract's terms and conditions. She will decide questions that may arise as to quality and acceptability of services performed. She shall judge as to the accuracy of quantities submitted by the successful Bidder in payment requests and the acceptability of the services that these quantities represent. She will be the point-of-contact for developing contract changes and amendments to be approved by the County and executed by the Contract Administrator. Any technical questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative at the following address:

Chatham County Engineering Department
Attn: Ms.Parveez Yousuf, Senior Engineer
124 Bull Street, Fourth Floor
Savannah, Ga. 31402
Phone: (912) 652-7808; Email: pyousuf@chathamcounty.org

(Continued on next page)

06 – Permits required

PROJECT PERMIT REQUIREMENTS					
Required For Project	Required (Permit, Easement, ROW)	Responsible Party	Application Status	Anticipated Date of Acquisition	Actual Date Obtained
Yes	NOI NPDES	Owner	In process After Contractor's signature	Prior to Notice to Proceed	
Yes	Building Permit	Contractor	Pending Contract Award	After Notice to Proceed	
Yes	GDOT Driveway & ROW Enchroachments	Contractor	Pending Contract Award	After Notice to Proceed	
Yes	GUPS	Contractor	Pending Contract Award	After Notice to Proceed	
Yes	Site Permit	Contractor	Pending contract award	After Notice to Proceed	

Note that this is only the County's best estimate of the required permits, etc. It is the responsibility of the successful bidder to ensure that all required permits, etc., necessary for the project are obtained.

STATE OF GEORGIA)
COUNTY OF CHATHAM)

CONTRACTOR'S AFFIDAVIT
(used when sub-contractors employed)

In person before the undersigned officer authorized to administer oath came (name and title) of the (named Corp or LLC) corporation who is the contractor who's legal authority to execute this document and is charge of the building and construction of the project known as Chatham County Detention Center and its renovations in improving property owned by Chatham County, a Political Subdivision of the State of Georgia and is more particularly described in the short legal description as

(insert short legal)

Deponent says that [insert name of contractor] has been in the direct charge of the construction and completion of improvements, buildings placed on and above the property and deponent states that said improvements have now been fully completed in accordance with the contract and are within the boundary lines.

Deponent says further that Chatham County, a Political Subdivision of the State of Georgia has paid in full the agreed price and the reasonable value of all labor and material and fixtures to the suppliers used in making said improvements and that all contractors, suppliers, materialman and laborers have been paid in full the agreed price or the reasonable value of all labor and services furnished or such services rendered.

Deponent says further that there are no contracts pending and not yet terminated and there are no disputes regarding contracts made in the improvements of said property and that the contract has been paid in full.

Deponent says further that there are no unpaid bills of any nature for labor, material or services for any improvements made on said property either in the construction or repair of any improvements thereon and there is no fixtures now installed in said building that have not been paid for in full and there is no retention of any title contracts, bill of sale or other encumbrances affecting title to any personal property installed upon said premises.

Deponent states that [insert name of contractor] hereby acknowledges receipt of payment in full of the amounts due and owing making all of the improvements on the aforementioned property and that [name of company] hereby waives, relinquishes and releases any and all rights to any lien on said property for material and labor.

Deponent further states that this is a sworn statement and is made to the owner in conformance with the provisions of O.C.G.A. §44-14-361.2 to induce the owner, Chatham County, Georgia, to purchase, make loan on security for said property and to pay the sum of _____ and to make final payment and disbursements.

Deponent further says that he has personal knowledge of the matters stated herein and is authorized and fully qualified to sign this affidavit.

Given under this hand and seal this _____ day of _____, 2010.

Individually

Title

[INSERT NAME AND CAPACITY OF PARTY]

Witness:

Notary Public:

This Affidavit form to be completed after Project Completion

CCDC ITB #10-6-8-4

Exhibit A

STATE OF GEORGIA)
COUNTY OF CHATHAM)

INTERIM WAIVER AND RELEASE UPON PAYMENT

(To be used by the Sub-Contractor for periodic draw pay requests)

The undersign mechanic and/or materialman has been employed by (insert general contractor) to furnish labor and materials more particularly described in the draw request and known as the project "Chatham County Detention Center" located at _____ and bears the short legal description _____, owned by Chatham County, a Political Subdivision of the State of Georgia. It is more particularly described as follows:

[INSERT SHORT LEGAL]

Upon receipt of the sum of _____ the undersigned mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property through the date of _____ and accepting those rights and liens that the mechanic and/or materialman might have in any retained amounts on account of labor and materials or both, furnished by the undersigned, to the account of said contractor for the said building and premises.

Given under this hand and seal this ____ day of _____, 2010.

[INSERT NAME AND CAPACITY OF PARTY]

Witness:

Address:

CCDC ITB#10-6-8-4

Exhibit B

STATE OF GEORGIA)
COUNTY OF CHATHAM)

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(Used by Sub-Contractor up to and through final completion)

The undersign mechanic and/or materialman has been employed by (insert general contractor) to furnish labor and materials more particularly described in the draw request and known as the construction and improvements known as "Chatham County Detention Center" located at _____ and bears the short legal description _____, owned by Chatham County, a Political Subdivision of the State of Georgia. It is more particularly described as follows:

[INSERT SHORT LEGAL]

Upon receipt of the sum of _____ the undersigned mechanic and/or materialman waives and releases any and all liens or claims of liens or any rights against any labor or material bond it has upon the foregoing described property

Given under this hand and seal this ____ day of _____, 2010.

[INSERT NAME AND CAPACITY OF PARTY]

Witness:

Address:

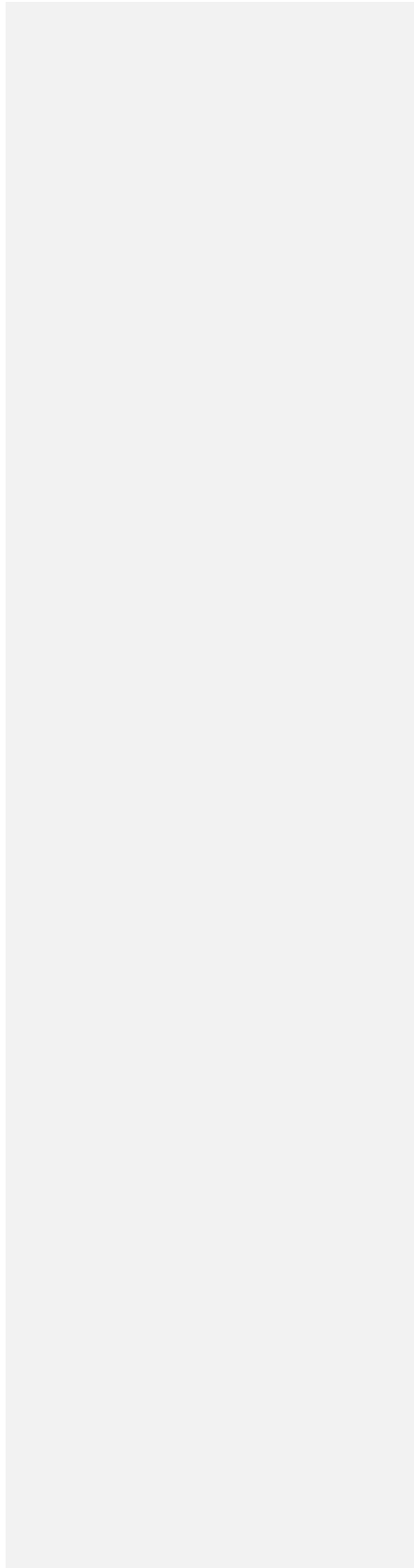
NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM.


CCDC ITB#10-6-8-4

Exhibit C

CCDC ITB #10-6-8-4

Exhibit D Security Policy



 <p>Chatham County Sheriff's Department Complex Corrections Bureau Policy and Procedure</p>	Policy Number: 05/27/01/01	Pages: 3
	Related A.C.A. Standards:	
Chapter: PERSONNEL	Subject: Jail Expansion Project, Worksite, Security, Tool control, Inmate contact, and Vehicles	

I. POLICY:

To insure the hiring of high quality personnel, it is the policy of this department to conduct thorough background investigations on all persons selected for employment. To protect the integrity of the Chatham County Sheriff's Department, the Corrections Bureau, it's staff, and the facility.

V. PROCEDURE:

All contract workers entering the Detention Center worksite must follow the following procedures to ensure the safety and security of the worksite. Workers must go through a security background check which shall include a criminal history, citizenship status and employment history. All persons entering the worksite must enter through an entry station for the purpose of verifying entry authorization. All approved employees will be issued an identification badge that will allow entry onto the worksite. The ID badge will also verify security status level. No entry will be allowed without proper identification.

- A. Computer assisted criminal history check through Georgia and National Criminal Information Centers (G.C.I.C. and N.C.I.C.).
- B. To identify persons authorized entry upon the worksite
- C. To verify employment status
- D. To identify citizenship status
- E. To identify local residency

- F. To identify minority/local status
- G. To verify work hours
- H. To identify the level of security clearance

SECURITY LEVELS:

Level I:

Level I - Security clearance will allow entry outside of the secure perimeters of the facility. Persons classified under Level I status may include persons with non-violent felon and misdemeanor charges. These persons may be on probation or parole. However, all reporting, conditions, and restrictions must be adhered to.

Level II:

Level II - Persons classified under level two status will be granted access within the secure perimeters of the facility, however all workers entering the secure perimeters of the facility must be escorted by Sheriff's Department staff. Persons with felony criminal background records will not be granted level two status.

TOOL CONTROL:

All persons working on the Detention Center Expansion project must comply with tool control policy and procedures. All tools must be inventoried and accounted for at all times. Misplaced and/or lost tools must be immediately reported to security staff and must be accounted for before the responsible worker is relieved of duty. An inventory sheet will be completed daily prior to workers beginning work and will be inventoried at the end of the work day.

CONTACT WITH INMATE POPULATION:

Construction workers will not be allowed to interact with the inmate population. Inmate workers (trustees) will be restricted from interaction with construction workers.

VEHICLES:

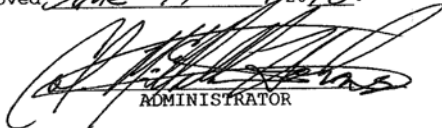
All vehicles entering the Sheriff's Complex are subject to search. Illegal drugs, weapons, ammunition, and alcohol will not be permitted on the premises.

IV. POLICY REVIEW:

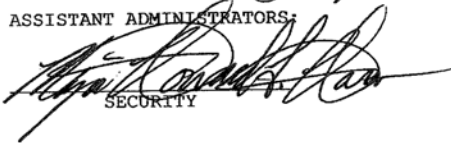
This policy and procedures will be reviewed annually and updated as needed.

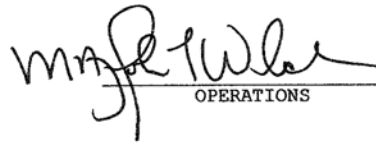
V. EFFECTIVE DATE:

Issued and approved June 11, 2010.


ADMINISTRATOR

ASSISTANT ADMINISTRATORS:


SECURITY


OPERATIONS

**CHATHAM COUNTY DETENTION CENTER
EXPANSION PROJECT**

ATTACHED

PLANS *Volumes 1 - 5*
SPECIFICATIONS MANUAL *Volumes 1 - 4*