

Request for Proposal Construction Services for Campus Site Improvements

Newton County Water & Sewerage Authority
11325 Brown Bridge Road
Covington, Georgia 30016

(770) 385-3923



www.ncwsa.us

July 1, 2020

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Section 1: Introduction

Summary

Newton County Water & Sewerage Authority (NCWSA), referred herein as the Owner, requests Proposals for permitting and construction services for campus-wide improvements to the Owner's office and maintenance campus (Project). The Scope of Services is described herein but generally includes demolition, clearing and grading, detention pond excavation, storm drainage and sewer installation, site lighting, paving, and security features.

The Project is located at the Owner's administrative complex, 11325 Brown Bridge Road, Covington, GA 30016. The Owner's desired Project budget is \$500,000.00. The final budget may be revised by the Owner as needed to provide a cost effective, workable project.

The Owner will fund the project from existing revenues; no bond issues, SRF loans, or grants are anticipated.

The Project does not require special bidding requirements, i.e., American Iron and Steel Special Conditions or SRF bidding requirements.

Solicitation

The legal authority for this solicitation is defined under Georgia Law (O.C.G.A. 36-91 Article 2). This procurement is defined as a Competitive Sealed Proposal, as defined under O.C.G.A. 36-91-21(c).

This Request for Proposals (RFP) solicits proposals for construction phase services from qualified firms according to the requirements set forth in this RFP, including the format and content guidelines specified.

This RFP requires a Bid Bond to be included with the response. A Bond or Cashier's Check in the amount of 5% of the Cost Proposal is acceptable. The final executed contract will include payment and performance bonds as part of the Contracting Documents.

Selection

The NCWSA selection team shall review and evaluate Proposals. The selection team will rank the Proposals in order of most advantageous to the Owner based on the evaluation factors set forth in the RFP. The evaluation factors shall be the basis on which the award recommendation and decision is made. The Owner reserves the right to ask for additional information and / or clarification from or about any or all of the submitting firms.

Upon completion of the evaluation process, the selection team's recommendation of the most advantageous Proposal will be presented to the Authority Board at their monthly meeting. The Owner will notify all Proposers of the rankings and issue a Notice of Award to the selected Proposer no later than 3 business days following the Owner's regularly scheduled Board meeting.

The Owner is not responsible for any costs incurred by the Proposers prior to signing a contract.

The Owner has the authority to reject all or any Proposal that is nonresponsive or not responsible and to waive technicalities and informalities.

This RFP is subject to revision after the date of issuance by written addenda. Any such addenda will be distributed directly to acknowledged Proposers via email, with confirmation requested.

Obtaining Documents

The RFP may be found on NCWSA's Procurement webpage located at <https://ncwsa.us/departments/purchasing>. After review of the RFP, the project Construction Drawings may be downloaded after registration, including payment of a non-refundable \$100.00 fee to offset reproduction, administrative, and technology costs. Please see Section 3: Acknowledgement of RFP, Communications for Owner's point of contact.

Pre-Submittal Meeting

A mandatory pre-submittal meeting will be held on July 15, 2020. Due to recent events concerning the COVID-19 pandemic, details of the meeting are TBD. The meeting will either be held onsite at the Owner's Office or via conference call.

Open Records

All materials submitted in connection with this RFP will be public documents and subject to O.C.G.A. 50-18-71 (Georgia Open Records Act) and the open records policies of NCWSA. Qualified firms shall note proprietary information or trade secrets.

Permits

The Land Disturbance Permit has been obtained from Newton County. The selected Contractor is responsible for preparing, submitting, and obtaining in coordination with the Owner, any other Building Permits for construction of the Project.

Easements, Lands and Right-of-Way

The Work described herein is to be conducted on the property or easements of NCWSA, or public rights-of-way along the County roadways adjacent to the site.

Section 2: General Information

Contract Overview

NCWSA requests Proposals from qualified Contractors for construction of improvements described herein, located on the Owner's Covington campus.

The Project includes tasks described in more detail herein.

The Project will be awarded as a Contract, in the form contained herein, should the procurement reach the Board action stage. The Owner's proposed agreement for Construction Services is included within this RFP for the Proposer to review and provide comment, as necessary, with its response.

Project Scope of Services

A more detailed Scope of Services for the Project is outlined in the Appendices.

Responsibilities of NCWSA

NCWSA, through our assigned project manager and assistants, will administer the services and work closely with the selected Contractor to fulfill our responsibilities in a timely manner. Our commitments include:

- Outlining project requirements;
- Reviewing work products, deliverables, and responses timely to the Contractor;
- Locating buried sewer and water connections;
- Furnishing existing studies, drawings, utility locates, plans, specifications, shop drawings, data, and other information that will assist the Contractor in the Project; and,
- Funding the Project and rendering timely compensation.

Responsibilities of the Contractor

Major responsibilities shall include, but are not limited to, the following:

- Locate, excavate, and protect all impacted buried utilities and facilities within the confines of the Project;
- Furnishing all licenses, permits, inspections, and code compliances applicable to the Project and conforming to all local, State, and Federal requirements;

- Keep the Owner's premises free from waste and material accumulation caused by the Project. All waste shall be properly removed and disposed of outside of Owner's property;
- Maintain workable conditions for Contractor's and, if applicable, subcontractors' employees;
- Protect all existing buildings, drives, and landscaping; and,
- Execute the Work in accordance with the Contract Documents.

Section 3: Procurement Process

Acknowledgement of RFP

To receive Construction Drawings, Proposers must fill out the Registration Form located in the Appendices of this RFP. Interested Proposers shall acknowledge receipt via email. Identify and provide full contact information for the firm's primary point of contact for addenda associated with this RFP.

Only those firms registering and acknowledging receipt with NCWSA will receive subsequent addendums.

The Owner will not be responsible for, nor pay, any cost associated with the preparation, submittal, presentation, or evaluation of Responses.

Communications

The Owner's Contact will act as the sole point of contact for this RFP and will administer this procurement. All communications should be submitted by email and specifically reference this RFP:

Owner Contact:

Mrs. Lindsey Chambers
11325 Brown Bridge Road
Covington, GA 30016
Phone: (770) 385-3923
Email: lc@ncwsa.us

Please note any verbal communications with the Owner's Contact or other individuals are not binding. With the exception of the Owner's Contact or specified delegates, no contact with staff, Board Members, or any public officials concerning the Project during the procurement process is allowed. Violation of this provision may result in disqualification of Proposer.

The Owner's Contact may designate alternate contacts in order to address specific inquiries.

Clarifications and Addenda

Proposers shall carefully review the requirements of this RFP. Requests for Information shall clearly indicate the section or statement in the RFP which requires additional information or clarification. Questions shall be emailed to the Owner's Contact at the aforementioned address. Clarifications or modifications to this RFP will be made by written addenda and distributed to the registered Proposers acknowledging receipt of the RFP.

Addenda must be acknowledged in the space provided on the Acknowledgement Form contained in this RFP.

Schedule

The current procurement schedule is as follows:

Issue RFP:	July 1, 2020
Pre-Submittal Meeting:	July 15, 2020; 2:00
Last Day for RFIs:	July 23, 2020; 12:00 PM
Submit Proposals:	August 3, 2020; 1:00 PM
Award:	August 19, 2020
Contract Negotiation:	August 20 – September 1, 2020
Notice To Proceed:	September 1, 2020

Section 4: Submittal Requirements

Submittal and Due Date

We desire digital submittals. Publish and upload pdf version(s) of the Response no later than the Schedule Date, addressed to the Owner Contact. Upload the Response to the Authority's 3rd Party Server Location: To Be Announced. If hard copy submittals are contemplated, please deliver 1 copy and a memory drive containing the digitally published version (PDF) to the Owner Contact at the address noted above. A ½-inch, 3-ring binder with clearly labeled tabs and appendices is a suggested format in place of permanently bound documents. Proposals received after this deadline will not be given consideration. Proposal shall be valid for a period of 60 days.

Each Proposer assumes full responsibility for timely submittal of its Proposal at the required location.

The Proposer shall furnish and sign all information required by the RFP. An authorized officer of the company must sign on behalf of the firm.

If Proposals are mailed, please include a sealed envelope marked as follows within the envelope used to mail said Proposal. Each Proposal must have the following plainly marked on the outside:

1. "Construction Services for Campus Site Improvements"
2. Proposer's Name
3. Proposer's Address

Format

We invite you to persuade us with 15 pages or less, conveying your letter of interest, qualifications, experience, and project approach for this opportunity.

Covers, table of contents, section dividers, resumes, extra project descriptions, and appendices do not count toward the 15-page limit. Mandatory forms, comments on the proposed agreement, and all other items should be located in the appendices. Limit the total page count to 40 or less, 8.5 X 11-inch equivalent, minimum 11-point font. Large figures such as 11 X 17-inch will count as 1 page.

Letter of Interest

A 1-page letter of interest shall explain the following information about the Proposing firm or team. Include the following information:

- Firm name(s) and address;
- Understanding of work to be done;
- Primary contact assigned to the Project if firm is successful;
- Location of the office from which work is to be performed; and,

- List of major sub-contractors and their roles on this Project.

Project Experience and Current Workload

Project Experience: This section must describe the experience of the firm(s) on projects containing tasks similar to the tasks described in the RFP. The Proposer shall submit descriptions of reference projects to demonstrate relevant experience.

Relative Projects – Site Development Construction: Within the past 5 years, the Proposer should have successfully completed at least 5 similar or comparable projects for commercial, institutional, or municipal owners in the Southeastern United States. Said construction projects shall include clearing and grading, storm drainage facilities, demolition and disposal, connection to / construction of water and sewer lines, buried telecommunications, site lighting, and landscaping.

For each relevant project provide the following information:

- Project name and project manager;
- Project contact information, including title, phone, and email address;
- Description of the project and relevance to this RFP;
- Original and Final contract cost, including Change Order cost(s) and outstanding claims to date;
- Start, contractual completion, and actual completion dates;
- Key team members for this Project with a clear description of role and responsibilities; and,
- Major subcontractor firm(s).

Project Contacts provided in Relevant Projects will be contacted to verify Proposer's project experience and performance. The questionnaire to be used for assessing same is provided in the Appendix. We reserve the right to contact any and all references including, but not limited to, those listed by the Proposer, or additional references discovered during the selection process.

Project Descriptions may be located in the Appendix.

Current Workload: List all major projects the proposing firm is and / or will be involved in. Provide information on current and future Projects to which your firm is committed, including the estimated cost of these Projects.

Project Schedule

Provide a Gantt chart of the proposed schedule for performing each phase of the Project. Identify and explain any potential friction point(s) which may occur during the Project with possible solution(s) to mitigate and / or reduce their impact(s).

Project Approach

NCWSA is seeking a constructor to come onto our campus and work cooperatively with our team. We are a 24/7 operation for our customers so we must have a partner that understands our mission. The Proposal must describe the Proposer's recommended approach for efficiently performing the Work.

Demonstrate your firm's understanding and approach including:

- Confirming project requirements and the firm's responsibilities;
- Determining the sequence and durations of required activities;
- Ensuring health and safety of the Owner, the public, and the Project team;
- Identifying and resolving constructability issues during the life of the Project;
- Assuring quality throughout the life of the Project;

- Driving cost savings and value;
- Managing changes to the Project; and,
- Resolving potential conflicts between your team and others on the site.

Cost Proposal

A Cost Proposal form is provided in the Appendices for the requested services.

Please provide the completed Cost Proposal under the Appendix , labeled Cost Proposal and secured in the Firm's Proposal. Please include the Bid Security with said Cost Proposal.

Cost Proposals shall remain valid for 60 days from date of submission. The Owner retains the right to review and negotiate costs with the selected Proposer(s).

Value Added Services

Along the same lines of the Project Management Approach, explain a service(s) offered by the Proposer which fits a niche or is a differentiator from the competition. Examples include, but are not limited to:

- Proposer's proximity to the Project site
- Proposer's capability to self-perform crafts and trades
- Expedited project schedule
- Cost savings ideas

Section 5: Evaluation and Selection

Evaluation Factors

The Owner's selection team will evaluate and rank Proposals applying the evaluation factors described below:

<u>Evaluation Criteria</u>	<u>Award (Points)</u>
Letter of Interest	1
Project Experience and Current Workload	30
Cost Proposal	40
Project Management Approach	15
Project Schedule	10
Value Added Services	3
Completion and Submission of Required Forms	1
Total	100 Points

Selection Process

The Owner will make an award to the responsible and responsive firm whose Proposal is determined to be the most advantageous to the Owner.

The Owner may request additional information from one or more Proposers in order to complete the evaluation process. At its option, the Owner may invite one or more Proposers to make a presentation or discuss their Proposal. After the evaluation process is complete, the Owner will notify all Proposers. The

top ranked Proposer will be selected for contract award or offered the opportunity to negotiate the final terms of the Contract. If the Owner determines the top-ranked Proposer's proposed final terms of the Contract are not advantageous to the Owner, the Owner may choose to select or negotiate with the next-ranked Proposer.

Section 6: Appendices

Forms, Affidavits, and Exhibits

Include the items described below and return them in the Appendices, including:

- Firm's comments, if any, on the proposed agreement;
- Sample Certificate of Insurance (meeting requirements requested in the proposed agreement);
- Addendum Acknowledgement;
- Cost Proposal with Bid Security;
- Contractor's Affidavit (E-Verify);
- Sub-Contractor's Affidavit (as needed);
- SAVE Affidavit; and,
- W-9.

Appendix A - Mandatory Forms

The following forms must be completed and returned with the Proposal under Appendix A:

Contractor's Affidavit (E-Verify)

Sub-Contractor's Affidavit (E-Verify)

SAVE Affidavit

W-9

Contractor's Affidavit of Employment Eligibility

STATE OF GEORGIA

NEWTON COUNTY

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Newton County Water and Sewerage Authority** has registered with, is authorized to use and uses the Federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the Federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any Subcontractor(s) in connection with the physical performance of services pursuant to this contract with the **Newton County Water and Sewerage Authority**, Contractor will secure from such Subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Newton County Water and Sewerage Authority** at the time the Subcontractor(s) is retained to perform such service. Contractor hereby attests that its Federal work authorization user identification number and date of authorization are as follows:

E-Verify Company ID Number

Date of Authorization

Name of Contractor

Name of Project

I (We) hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on the _____ day of _____, 2020, in _____ (City),

(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the _____ day of _____, 2020

Notary Public

My Commission Expires: _____

Sub-Contractor's Affidavit of Employment Eligibility

STATE OF GEORGIA

NEWTON COUNTY

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engage in the physical performance

of services under a contract for _____ (name of subcontractor with whom such sub-contractor has privity of contract) and

_____ (name of contractor) on behalf of Newton County Water and Sewerage Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-contractor will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the sub-contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-contractor shall submit, at the

time of such contract, this affidavit to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Additionally, the undersigned sub-contractor will forward notice of the receipt of any affidavit from a sub-contractor to

_____ (name of sub-contractor with whom such subcontractor has privity of contract). Sub-contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify Company ID Number

Date of Authorization

Name of Contractor

Name of Project

I (We) hereby declare under penalty of disqualification that the foregoing is true and correct.

Executed on the _ day of _____, 2020, in _____

(City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the _____ day of _____, 2020

Notary Public

My Commission Expires: _____

SAVE Affidavit

STATE OF GEORGIA

NEWTON COUNTY

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. §50-36-1, administered by the Georgia Department of Community Affairs, the undersigned applicant verifies one of the following with respect to my ability to enter into a contract with the Newton County Water and Sewerage Authority:

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident of the United States.

OR

3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is:

_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1(f)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

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

Executed this the _____ day of _____, 2020 in _____ (City),
_____ (State).

*Signature of Applicant

Printed Name of Applicant

Subscribed and sworn before me on this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

Sample W-9.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Appendix B – Commercial Items

The following items shall be completed and returned with the Proposal under Appendix B:

Addenda Acknowledgement (as applicable)

Registration Form

Project Contact Questionnaire

Cost Proposal

Comments, if any, on the Proposed Agreement

Business License

Georgia General Contractor's License (as applicable)

Acknowledgment of Receipt of Addenda

Acknowledgements:

Please fill out and sign below to indicate Addenda received to the RFP.

Received Addendum No. _____ Dated: _____

Received Addendum No. _____ Dated: _____

Received Addendum No. _____ Dated: _____

Received Addendum No. _____ Dated: _____

Received Addendum No. _____ Dated: _____

This, the _____ day of _____, 2020

Company name: _____

*Printed Name

*Signature

*Title

(Corporate Seal)

Registration Form

Date: _____

Name of Firm: _____

Contact (One Person Only): _____

Phone Number: _____

Email: _____

Please mail \$100 check payment to 11325 Brown Bridge Road, Covington, GA 30016. Please email photo of check to lc@ncwsa.us so that we may send Construction Drawings right away.

Date Check Mailed: _____

Date Emailed: _____

Project Reference Questionnaire

1. How did Contractor perform during this project?

2. Were project goals and expectations met?

3. Was Project financially successful?

4. Did Contractor perform the work in accordance with applicable OSHA standards?

5. Did Contractor enter into mediation, arbitration, or legal action, against your organization? If yes, please explain.

6. Did your organization enter into mediation, arbitration, or legal action, against Contractor? If yes, please explain.

7. Were there any bond or warranty claims on this project?

8. Describe any additional information that would be useful to an Owner.

Cost Proposal

The undersigned Proposer, having examined the Contract Documents, the Site(s) of the proposed Work, and being familiar with the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to construct the Project in accordance with the Contract Documents.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Newton County Water and Sewerage Authority in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation, incidentals, and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full satisfaction of the Newton County Water and Sewerage Authority with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents.

In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures, and the sum of all Bid extensions plus lump sum items shall take precedence over the Base Bid Total.

The undersigned further agrees that if the successful Proposer withdraws from the competition after opening of the Proposal, or if Proposer refuses to execute and deliver the Contract and Bid Security required within 15 consecutive calendar days after Notice of Award, the Owner may proceed to enforce the provisions of the Proposal and Bid Security. Otherwise, the Bid Security accompanying this proposal shall be returned to the undersigned.

Attached hereto is Bid Security for the sum of _____ Dollars

(\$_____) in the form of Bid Bond / Cashier's Check (circle one) according to the conditions of the RFP.

Under the terms and conditions contained in the RFP and its accompanying Agreement, the undersigned proposes to contract with the Owner to provide the following construction phase services for the indicated prices, sums, or rates.

Item	Description	Quantity	Unit	Rate or Price	Amount
1.	General Conditions	1	LS		
2.	Erosion, Sediment & Pollution Control	1	LS		
3.	Grading & Storm Drainage	1	LS		
4.	Sanitary Sewer	1	LS		
5.	Curb & Gutter, Asphalt & Concrete Paving, and Gravel	1	LS		
6.	Striping, Pavement Markings, and Signage	1	LS		
7.	Building Demolition & Disposal	1	LS		
8.	Cleanup, Fencing, and Landscaping	1	LS		
9.	Pole Barn Building Expansion	1	LS		
	Allowances (To Be Authorized by the Owner)				
10.	Fiber Optics Network Extension	1	LS	\$30,000.00	\$30,000.00
11.	Security System	1	LS	\$30,000.00	\$30,000.00
12.	Early Completion	30	Days	\$400.00	\$12,000.00
13.	Unforeseen Worksite Conditions	1	LS	\$50,000.00	\$50,000.00
14.	Remove and Replace Unsuitable Soils	200	CY	\$75.00	\$15,000.00
15.	Trench Rock Removal	50	CY	\$50.00	\$2,500.00
	Total:				

Total: _____
U.S. Dollars

Firm / Company: _____
Name of Organization

By: _____ Date: _____
Signature

Proposed Agreement with General Conditions

Bid Bond

STATE OF GEORGIA

COUNTY OF NEWTON

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, as Principal, and _____,
as Surety, are held and firmly bound unto the Newton County Water & Sewerage Authority, in the sum of

_____, lawful money of the United States of America, 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, the Principal has submitted to the Construction Services for Campus Site Improvements.

NOW THEREFORE, if the Bid be accepted, the Principal shall, within 15 days of 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 Contract Documents. If done as stipulated before,
then this obligation shall be void. Otherwise, it shall remain in full effect of the law. Upon failure of the
Principal to fully comply with any or all stipulated requirements found in the Contract Documents, the Surety
shall immediately pay to the Owner, 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 O.C.G.A. Section 36-91-1 *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 Principal has hereunder affixed its signature and seal and said Surety has
hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ____ day
of _____, 20 _____.

CONTRACTOR - PRINCIPAL: _____

By: _____
(Signature on File)

Address: _____

Phone: _____

Attest: _____
(Signature on File)

Title: _____
(SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY: _____

By: _____
(Signature on File)

Title: _____

Phone: _____

Attest: _____
(Signature on File)

Title: _____
(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

Name: _____

Address: _____

Phone: _____

END OF SECTION

Payment Bond

STATE OF GEORGIA

COUNTY OF NEWTON

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, known as Contractor, and we, _____ as
Surety, are held and firmly bound unto the Newton County Water & Sewerage Authority, called
the Owner, in the penal sum of

_____ Dollars (\$_____) lawful
money of the United States of America, for the payment of which sum will 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 Agreement with said Owner, dated
_____, 20_____, for the NCWSA Construction Services for Campus Site
Improvements, which Contract Agreement and the Contract Documents for said Work shall be deemed a part
hereof 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 Agreement is sublet and all assignees of said
Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor,
products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement,
or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable
attorney's fees, incurred by the claimant 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 Agreement 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 Agreement
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 its
use and benefit against said Contractor and Surety or either party (but not later than one year after
the final settlement of said Contract Agreement) in which action such claim or claims shall be
adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the firm of _____
_____, as the agent of each party to receive
and accept service of process or other pleading issued or filed in any proceeding instituted on this
Bond and hereby consent that such service shall be the same as personal service on the Contractor
and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to

any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract Agreement.

- (d) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 36-91-1 *et.seq.* hereinafter, and all the provisions of 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 seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized

officers, on this day of _____, 20_____, executed in three counterparts.

CONTRACTOR - PRINCIPAL: _____

By: _____

Name: _____

(Please Print)

Title: _____

ATTEST: _____

Name: _____

(Please Print)

(SEAL)

Title: _____

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY: _____

By: _____

Name: _____

(Please Print)

Title: _____

WITNESS: _____

Name: _____

(Please Print)

(SEAL)

Title: _____

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

Performance Bond

STATE OF GEORGIA

COUNTY OF NEWTON

BOND NO.: _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, as

Principal, (hereinafter known as Contractor), and we, _____
, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Newton County
Water & Sewerage Authority for use and benefit of those entitled thereto, in the sum of

_____ Dollars (\$ _____
_____),

for the payment of which will and truly to be made, in lawful money of the United States of America, we do
hereby bind ourselves, successors, assigns, heirs and personal representatives.

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

WHEREAS, the Owner has engaged the said Contractor for the sum of

_____ Dollars (\$ _____
_____)

for the Construction Services for Campus Site Improvements as more fully appears in a written Contract
Agreement

bearing the date of _____, 20_____, a copy of which Contract Agreement is by
reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully perform all the undertakings and obligations under the
Contract Agreement, shall fully indemnify the Owner from all costs and damage whatsoever, shall fully
reimburse the said Owner any and all expense which it may incur in making good any such default, and shall
correct all defects in products and workmanship appearing within one year of the completion of all Work, then
this obligation shall be null and void. Otherwise, it shall remain in full force and effect.

It is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the
Contract Agreement, the performed Work, or the Specifications shall affect the obligations under this Contract
Agreement or Bond, and notice is hereby waived of any such damage, extension of time, alteration, or addition
to the terms of the Contract Agreement, to the Work, or to the Contract Documents.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1 *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 seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized

officers, on this day of, _____, 20_____, executed in three counterparts.

CONTRACTOR - PRINCIPAL: _____

By: _____

Name: _____
(Please Print)

Title: _____

ATTEST: _____

Name: _____
(Please Print)

Title: _____ (SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY: _____

By: _____

Name: _____
(Please Print)

Title: _____

ATTEST: _____

Name: _____
(Please Print)

Title: _____ (SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Georgia.

END OF SECTION

Contract Agreement

This Contract Agreement entered into on the _____ day of _____, 20_____, by and between the Newton County Water & Sewerage Authority (NCWSA), hereinafter called the Owner,

and, _____,
hereinafter called the Contractor,

WITNESSETH:

The Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to soundly and competently complete the project(s) awarded under Construction Services for Campus Site Improvements, and will complete Work in strict conformity with the Drawings and the Specifications, in addition to all pertinent Contract Documents and all incorporated Addenda (if applicable).

The Contractor shall commence the Work under this Contract Agreement, on a specified date within a written Notice to Proceed and shall fully complete all Work within the specified Contract Time(s). The Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of \$400 for each calendar day there is default of completing the Work within Contract Time(s). 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 calculated and agreed upon, in advance by both parties, due to the uncertainty of making a determination as to the actual and consequential damages incurred by the Owner as a result of the failure on the part of the Contractor to complete the Work within the Contract Time. Such liquidated damages 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.

The Owner hereby agrees to pay to the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Cost Proposal, in lawful money of the United

States of America, the sum of _____

(\$_____) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products. The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within 30 days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

It is mutually agreed between the parties if, at any time after the execution of this Contract Agreement and the surety bonds attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at no additional expense to Owner, within 5 days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be

deemed to be due under this Contract Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement under their respective seals on the day and date first above written in three counterparts each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

APPROVED AS TO FORM BEFORE EXECUTION

By: _____
Attorney for the Owner

OWNER: NEWTON COUNTY WATER & SEWERAGE AUTHORITY

By: _____

Name: _____
(Please Print)

Title: _____

WITNESS: _____

Name: _____
(Please Print) (SEAL)

Title: _____

CONTRACTOR: _____

By: _____

Name: _____
(Please Print)

Title: _____

ATTEST: _____

Name: _____
(Please Print) (SEAL)

Title: _____

Note: If the Contractor is a corporation, the Contract Agreement shall be signed by the president or vice president, attested by the secretary and the corporate seal affixed. If the Contractor is a partnership, the Contract Agreement shall be signed in the partnership name by one of the partners, with indication that he or she is a general partner.

END OF SECTION

General Conditions

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GENERAL:

The provisions of these General Conditions are intended as, but are not limited to, providing the rules for the awarding of the Contract, the obligations of the successful Proposer, and requirements for execution and administration of the Contract.

In any event, provisions in this section are subject to and governed by requirements in the Supplementary Conditions as applicable.

Article 1 - Notice of Award of Contract

After receipt of Proposals, the Owner shall notify the successful Bidder of the award of the Contract.

Article 2 - Execution of Contract Documents

Within 15 days of notification of Award of Contract, the Owner will furnish the Contractor with conformed copies of Contract Documents for execution by the Contractor and the surety.

Within 10 days after receipt, the Contractor shall return all the Documents properly executed by the Contractor and the surety. Attached to each Document shall be an original power-of-attorney for the person executing the Bonds for the surety and certificates of insurance for the required insurance coverage.

Within 30 days after receipt of the conformed Documents executed by the Contractor and the surety with the power-of-attorney and certificates of insurance, the Owner will complete the execution of the Documents. Distribution of the completed Documents will be made upon execution by the Owner.

Should the Contractor and / or the surety fail to properly execute the Documents within the specified time, the Owner will have the right to proceed on the Bid Security accompanying the Proposal.

If the Owner fails to execute the Documents within the time limit specified, the Contractor will have the right to withdraw the Proposal without penalty. In such event, the Owner will have no liability to the Contractor.

Should either party require an extension of any of the time limits stated above, this shall be done only by written mutual agreement between both parties.

Article 3 - Contract Security

The Contractor shall furnish separate Performance and Payment Bonds each in a sum equal to the amount of the Contract Price, the Performance Bond conditioned upon the performance by the Contractor of all undertakings; covenants, terms, conditions, and agreements of the Contract Documents, and the Payment Bond conditioned upon the prompt payment by the Contractor to all persons supplying labor and products in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a Surety Company licensed to transact such business in the State where the Project is located and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt, loses its right to do business in the State where the Project is located, or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall, within 10 days after notice from the Owner to do so, substitute an

acceptable Bond(s) in such form and sum and signed by such other surety as may be satisfactory to the Owner. The premium on such Bond(s) shall be paid by the Contractor. No further progress payments shall be deemed due, nor shall be made, until the new surety furnishes an acceptable Bond to the Owner.

The person executing the Bond on behalf of the Surety shall file with the Bond a general power of attorney, unlimited as to amount and type of Bond covered by such power of attorney and certified to by an official of said surety.

Article 4 – Insurance

The Contractor shall not commence any Work under this Contract until all insurance, as stipulated in the Supplementary Conditions, has been obtained and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence any Work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

Article 5 - Indemnification

The Contractor shall indemnify and hold harmless the Owner, the Engineer, and their agents and employees from and against all claims, damages, losses, and expenses, including claims for consultants' and attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by negligence, willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed same, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefits acts.

This indemnification and hold harmless obligation shall extend to cover any and all claims not covered by the Owner's Protective Liability Insurance.

Article 6 - Notice to Proceed

The Notice to Proceed will be issued within 10-days of the execution of the Contract Agreement by the Owner. The time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Contract Agreement without further liability on the part of either party.

Article 7 - Termination of Work for Default

1. The Work may be terminated if:
 - a. The Contractor is judged bankrupt or insolvent.
 - b. The Contractor makes a general assignment for the benefit of creditors.

- c. A trustee or receiver is appointed for the Contractor or for any of Contractor's property.
 - d. The Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
 - e. The Contractor repeatedly fails to supply sufficient skilled workmen, materials, or equipment.
 - f. The Contractor fails to make satisfactory progress toward timely completion of the Work.
 - g. The Contractor repeatedly fails to make prompt payments to subcontractors or material suppliers for labor, materials, or equipment.
 - h. The Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work.
 - i. The Contractor fails to comply with directives of the Engineer.
 - j. The Contractor otherwise violates any provision of the Contract Documents.
2. The Owner may, without prejudice to any other right or remedy and after giving the Contractor and Surety a minimum of 10 days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all products provided by the Contractor, and 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. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor and / or Surety shall pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Final Change Order.
 3. Where the Contractor's services have been so terminated by the Owner, said termination will not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

Article 8 - Termination for Convenience of the Owner

If, for any reason other than those provided for under Article 7, the Owner elects to discontinue, in whole or part, the Work under this Contract, the Owner may, after 10 days from delivery of a written notice to the Contractor and the Engineer, terminate, in whole or in part, the Contractor's performance of the Work under this Contract. The notice of termination shall specify the extent to which performance of the Work under the Contract is terminated.

In the event of such termination by the Owner, the Contractor shall be entitled to payment for the Work acceptably performed at the jobsite up to the time of the termination and reimbursement for such costs as are reasonably incurred by the Contractor due to the termination and not otherwise compensated. The Contractor shall also be entitled to profit on the amounts payable to the Contractor, but such profit shall be limited to 6% of such amounts. The Contractor will not be entitled to any payment, including any anticipated profit, on Work not performed and will not be entitled to any compensation for other

economic loss arising out of or resulting from such compensation or damages of any nature.

Article 9 - Assignments

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due, the instrument of assignment shall contain a clause to the effect that the right of the assignee shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work.

Article 10 - Subcontracting

The Contractor shall not subcontract the complete Work, or any part thereof, and shall not award any work to any subcontractor without prior written approval of the Owner. Owner approval will not be given except upon the basis of written statements containing such information as the Owner may require. The Contractor shall submit all subcontractors that the Contractor plans to use on the Project. Any changes or additional subcontractors should be submitted at least 14 days prior to the needed approval.

1. Subcontracting greater than 30% of the Work (in dollars) must be approved in advance by the Owner.
2. The Contractor shall utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are best performed by specialty subcontractors.
3. If the Contractor desires to perform specialty work, the Contractor shall submit a request to the Owner, accompanied by evidence that the Contractor's own organization has successfully performed the type of work in question, is presently competent to perform the type of work, and the performance of the work by specialty subcontractors will result in materially increased costs or inordinate delays.
4. The Contractor shall be fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor.
5. The Contractor shall bind subcontractors to the terms of the General Conditions, Supplementary Conditions, and other Contract Documents insofar as applicable.
6. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

Article 11 - Authority of the Engineer

The Engineer will act as the Owner's representative during the construction period. The Engineer's decisions will be considered final and conclusive. The Engineer's duties and responsibilities include but are not limited to the following:

1. Answer questions on quality and acceptability of products furnished and Work performed.
2. Interpret the intent of the Contract Documents in a fair and unbiased manner.
3. Visit the site and determine if the Work is proceeding in accordance with the Contract Documents.

4. Verify the accuracy of quantities submitted by the Contractor in partial payment estimates.

Article 12 - Separate Contracts

1. The Owner reserves the right to award other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their products and the execution of their work, and the Contractor and other contractors shall properly connect and coordinate their work with each other. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
2. The Owner may perform additional Work related to the Project with Owner's own forces. The Contractor shall afford the Owner reasonable opportunity for the introduction and storage of products and the execution of Work, and shall properly connect and coordinate Contractor's work with work performed by Owner's own forces.
3. If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof will be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves the Contractor in additional expense or entitles the Contractor to an extension of the Contract Time, the Contractor may request a Change Order.

Article 13 - Laws and Regulations

All applicable federal and state laws, and local rules and regulations for all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and said rules are incorporated in Contract as though written out in full herein. If any discrepancy or inconsistency should be discovered in these Contract Documents, in relation to any such law, ordinance, or regulation, the Contractor shall report the same, in writing, to the Owner.

Article 14 - Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required by the law of the place where the Work is performed. The Owner will be responsible for any sales or use tax due on products furnished by the Owner to the Contractor to be incorporated into the Work.

Article 15 - Notice and Service Thereof

1. All notices, demands, requests, instructions, approvals, and claims shall be in writing.
2. Any notice to or demand upon the Contractor will be sufficiently given if delivered at the office of the Contractor specified in the Proposal (or at such other office as the Contractor may from time to time designate to the Owner in writing), or if delivered by the United States Mail in a sealed, postage-prepaid envelope, or delivered by email, followed by written confirmation; in each case addressed to such office.
3. Any such notice or demand shall be deemed to have been given to the Owner or made as of the

time of actual delivery to Owner.

Article 16 - Patents

1. The Contractor shall hold and save the Owner, the Engineer, and their agents, harmless from liability of any kind, including cost and expenses, reasonable attorney's fees, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Work, including its use by the Owner.
2. If the Contractor uses any design, process, device, or materials covered by letters, trademarks, patent or copyright, the Contractor shall provide for such use by suitable agreement between the Owner and the holder of such patented or copyrighted design, device, or material. The Contract prices shall include royalties or costs arising from the use of such design, device, or materials, in any way involved in the Work. The Contractor and the Contractor's sureties shall indemnify and save harmless the Owner, the Engineer, and their agents from claims for infringement by reason of the use of such patented or copyrighted design, process, device, or materials or any trademark or copyright in connection with Work agreed to be performed under this Contract, and shall indemnify the Owner, the Engineer and their agents for any cost, expense, damage, and reasonable attorney's fees which it may be obliged to pay by reason of such infringement, at any time during the prosecution of the Work or after completion of the Work.

Article 17 - Land and Rights-of-Way

The Owner will provide, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements.

If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of Contract Time and / or an equitable increase in the Contract Price to cover the Contractor's additional costs as a result thereof, provided the Owner is notified immediately of the claim.

Should additional temporary easements for ingress or egress be required by the Contractor for more suitable access to the Work, these easements shall be obtained by the Contractor, at no additional cost to the Owner.

Article 18 - Products

1. Products shall be stored in accordance with the manufacturer's recommendations. Stored products to be incorporated in the Work shall be located so as to facilitate prompt inspection.
2. Manufactured products shall be applied, installed, connected, erected, used, cleaned, and conditioned as specified or directed by the manufacturer.
3. Products shall be furnished in accordance with Shop Drawings and / or samples submitted by the Contractor and approved by the Engineer.
4. Products to be incorporated into the Work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement

by which an interest is retained by the seller.

Article 19 - Supervision of Work

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

The Contractor shall designate, in writing, to the Owner a qualified representative who will serve as supervisor or superintendent. The supervisor shall be present on the site at all times, as required, to supervise and coordinate the Work. The supervisor shall have full authority to act on behalf of the Contractor without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment, and labor as may be required.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon written justification from the Engineer, remove any superintendent, foreman, or workman whom the Engineer determines has performed in an unprofessional or manner not in compliance with the Contract Documents.

Article 20 - Interruption of Facility Operations

The Contractor shall provide the Owner with written notice, at least 5 days prior, to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, its duration, procedures to be followed, and identification of all those processes, equipment, and operations to be affected. The Contractor shall provide any equipment, piping, auxiliary power, or other means necessary to sustain facility operations when interruptions must exceed the time allowed by the Specifications.

Article 21 - Protection of Work, Property, and Persons

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall include the following in the overall safety plan:
 - a. Take all necessary precautions for the safety of all employees on the Work site and other persons who may be affected.
 - b. Provide the necessary protection to prevent damage, injury, or loss.
 - c. Provide all safety products to be incorporated in the Work, whether in storage on or off the site.
 - d. Protect property at the site or adjacent, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, found under the Occupational Safety and Health Act and under Section 107 of the Contract Work Hours and Safety Standards Act. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

3. The Contractor shall remedy all damage, injury, or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or subcontractors. The property, improvements, or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work.

In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements, or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due the Contractor.

4. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss.
5. Completed Work and stored products shall be suitably protected during unseasonable weather to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

Article 22 - Protection of the Site and Environment

1. The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work and shall abide by the requirements of all governmental agencies having jurisdiction over the Work.
2. Laydown and Storage Areas: Any areas disturbed by the Contractor shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing, or landscaping.

Article 23 - Protection, Location, and Relocation of Utilities

In accordance with the Georgia Utility Facility Protection Act (O.C.G.A. Title 25, Chapter 9) the Contractor shall contact Georgia 811 at least 48 hours, but no more than 10 working days, in advance to have utility lines marked.

Also, the Contractor shall take the following measures:

1. Protect from damage all existing improvements or utilities in proximity of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the Work performed and charge the cost thereof to the Contractor.
2. Before excavation, the Contractor shall expose all existing utilities true to their vertical and horizontal location, within the vicinity of the Work. In order to avoid conflicts the Contractor shall either relocate the existing or proposed utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of proposed utilities.

Article 24 - Schedules, Reports and Records

The Contractor shall submit to the Owner progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning the Work.

Article 25 - Drawings and Specifications

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe, and provide for all Work necessary to complete the Project in an acceptable manner, ready for occupancy by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications will govern. Figure dimensions on Drawings will govern over scale dimensions and detailed Drawings will govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings will govern.

Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Engineer, in writing, prior to commencement of Work. Failure of the Contractor to notify the Engineer, in writing, of the differing site condition prior to performance of Work shall constitute a waiver of any claim for additional monies.

Ambiguities or the need for clarification of the Drawings or Specifications shall be immediately reported, in writing, to the Engineer. Any such ambiguity or need for clarification will be handled by the Engineer, in writing.

Article 26 - Surveys

The Contract Documents establish a base line for locating the principal component parts of the Work. A benchmark will be established adjacent to the Work. From this information, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detailed surveys needed for construction, such as alignment, slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

Article 27 - Testing, Inspection, and Rejection of Work

1. Testing of Materials: Unless otherwise specifically provided for in the Specifications, the inspection and testing of products to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner; the cost of such inspection and testing shall be paid by the Contractor. The Contractor shall furnish evidence, satisfactory to the Owner, that the products have passed the required tests prior to their incorporation into the Work. The Contractor shall promptly segregate and remove rejected products from the site of the Work.
2. Inspection: The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the Work performed and products used are in accordance with the requirements and intent of the Specifications and Contract Documents. No Work shall be done or products used without suitable inspection by the Engineer. Failure to reject any defective Work or product shall not, in any way, prevent later rejection when such defect is discovered or obligate the Owner to

final acceptance.

3. Authority and Duties of the Owner's Representative / Inspector: The Inspector is authorized as follows. The Inspector is not authorized to alter or waive any requirements of the Contract Documents.
 - a. Inspect all Work and all products furnished, including preparation, fabrication, and manufacture of the products to be used.
 - b. Reject products or suspend the Work until any question at issue can be referred to and decided by the Engineer.
 - c. Coordinate the Contractor's activities with the Owner and Engineer.
4. Rejection of Work and Materials: All products furnished and all Work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the Engineer will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor. All rejected products or Work shall be replaced with other products or Work which conforms with the Drawings and Specifications.
5. Contractor's Responsibilities: The responsibility of the Contractor is not lessened by the presence of the Inspector. Inspection of the Work will not relieve the Contractor of any obligations to fulfill the Contract and defective Work shall be made correct regardless of whether such Work has been accepted or estimated for payment. The failure of the Engineer to reject improper Work shall not be considered a waiver of any defect which may be discovered later or for Work actually defective.

Article 28 - Contract Time and Liquidated Damages

The Contractor shall proceed with the Work at a rate of progress which will ensure completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner, that the Contract Time for 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.

If the Contractor shall fail to perform the Work required within the Contract Time or extended Contract Time, if authorized by Change Order, then the Contractor shall pay to the Owner the full amount of liquidated damages specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated.

The Contractor shall not be charged with liquidated damages or any excess costs when the delay in performance of the Work is due to the following and the Contractor has promptly given written notice of such delay:

1. To any preference, priority, or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (1) and (2).

Article 29 - Changes in the Contract

1. Changes in the Work: The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. These changes by Field Order will not affect Contract Time or Contract Price. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer, unless the Contractor believes that such Field Order entitles Contractor to a change in Contract Price or Contract Time or both, in which event Contractor shall give the Engineer immediate, written notice thereof and if required by the Owner, an immediate estimate of the direct cost of Work as outlined in (2) below, after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further written instruction from the Owner.

Should the Contractor encounter, or the Owner discover, during the progress of the Work, subsurface or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Drawings and Specifications, the Owner shall immediately be notified in writing of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions. If the Owner finds that conditions do so materially differ, or are of an unusual nature, and upon written request of the Contractor, an equitable adjustment will be authorized by Change Order.

If the Contractor does not immediately notify the Owner in writing of the belief that a Field Order, additional work by other contractors or the Owner, or subsurface, latent or unusual unknown conditions entitles the Contractor to a Change Order, no consideration for time or money will be given to the Contractor.

The Owner may, with the Contractor's concurrence, elect to postpone the issuance of a Change Order until such time that a single Change Order of substantial importance can be issued incorporating several changes. In such cases, the Owner will indicate this intent for each change in the Contract in a written response to the Contractor's request for change, following agreement by the Owner and Contractor on the change's scope, price, and time.

2. Changes in Contract Price: The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order for increase or decrease in the Contract Price will be determined by one or more of the following methods, in the order of precedence listed below:
 - a. By estimating the number of unit quantities of each part of the Work which is changed (either increased or decreased) and then multiplying the estimated number of such unit quantities by the price Bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.

- b. The Owner will fix the total lump sum value of the change in the Work of the Contractor following the Contractor's submittal, within a reasonable time, of an estimate of the direct cost of the Work. The direct cost estimate will be added to, or deducted from, the Contract Price (which price will include the Contractor's overhead and profit as outlined below). If the Contractor does not submit a cost estimate of the Work in a reasonable time or if the Owner and Contractor do not reach agreement on the cost, the Owner may fix the total lump sum value at a reasonable amount. On any lump sum change which involves a net credit to the Owner, no allowance for overhead and profit will be figured.
- c. By ordering the Contractor to proceed with the Work and to keep and present, in such form as the Owner may direct, a correct account of the cost of the change together with all vouchers therefore. The cost hereunder will only include an allowance for overhead and profit as outlined below.
- d. For the Work performed in item (b) or (c) above, payment will be made for the documented actual direct cost of the following:
 - i. Labor, including foremen, for those hours they are assigned and participating in the Work covered by the change order (actual direct payroll cost of wages). The Contractor shall furnish, if required by the Owner, certified payrolls to verify wages. All labor related costs will be included in a 30% markup of the cost of direct payroll wages. This refers to the Contractor's specific labor wages.
 - ii. Material delivered and used on the designated Work, including sales tax, if paid for by the Contractor and as verified by original invoices or otherwise verifiable to the Owner's acceptance.
 - iii. Rental or ownership cost of equipment, including necessary transportation of equipment, having a purchase value in excess of \$300.00, rental or ownership cost will be allowed for only those hours during which the equipment is required on the project site. Cost allowances will not exceed the rates defined as follows: the hourly rate, for equipment not used exclusively in the change to the scope of work, will be the monthly rate, as printed in the current Rental Blue Book for Construction Equipment published by Dataquest, divided by 176; the rate, for equipment used exclusively for those tasks identified in the change to the scope of work, will be the daily, weekly or monthly rate, used singularly or in combination, which will provide the lowest total cost. The rates will be modified by the Rate Adjustment Table factors to reflect a depreciation allowance indexed to the year a machine was originally manufactured and sold. The rates will be adjusted to account for regional differences in annual use hours, cost of labor, freight, taxes, etc. The amount by which basic rates will be increased or decreased is shown on the adjustment maps, included in the "Blue Book."

The equipment use period will begin only at the time equipment is unloaded at the site of the changed work, will include each day that the equipment is required at the site of the changed work, and will terminate at the end of the day on which the use of such equipment becomes unnecessary, plus reasonable transportation time. The maximum time to be paid per day will not exceed eight hours unless the equipment is in operation for a longer time. The time which will be paid for per

day, for equipment not used exclusively in the change to the scope of work, will be the hours which the equipment was actually in operation on the changed work.

In addition to the actual costs in items (i) through (iii) above, there will be, for the Contractor actually performing the work, a fixed fee of 16% for bond, insurance, overhead and profit added to the cost of Items (i), (ii) and (iii), above.

If all or a portion of the Change Order is performed by a subcontractor, payment will be made for the documented actual direct cost as outlined in (i), (ii), and (iii), above. A fixed fee of 16% for bond, insurance, overhead, and profit will be added to the cost of (i), (ii), and (iii) of the subcontractor's work only.

A fixed fee of 10% will be added to the subcontractor's Work for the Contractor's administrative handling of portions of the Work that are performed by an approved subcontractor. No additional fixed fee will be allowed for the Contractor's or a subcontractor's administrative handling of Work performed by a subcontractor's subcontractor, unless by written permission from the Owner. All other costs not specifically listed above are considered to be included in the fixed fee.

- e. The Contractor shall, when required by the Owner, furnish the Owner with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered, in a printed format, and with sufficient detail as required by the Owner.
3. Changes in Contract Time: The Contract Time may be changed only by a Change Order. Changes in the Work described in (1.) and any other claim made by the Contractor for a change in the Contract Time will be evaluated by the Owner with the assistance and input of the Engineer and if the conditions warrant, an appropriate adjustment of the Contract Time will be made.

The Owner, when making these evaluations will take into consideration the amount and scope of Work which has been changed and will evaluate if the change in Work has affected the critical path as currently accepted on the progress schedule such that it would delay the completion of the Project. If after these evaluations have been made and in the sole opinion of the Owner, the Contractor is due an extension of time, then it will be granted by a Change Order and the Owner will pay the associated cost due to the Contractor for direct field costs, only as outlined under Changes in Contract. Price (i) and (iii), exclusive of Item (ii), based on any delays to the overall Project. Extensions of time granted as a result of weather will not result in a change in Contract Price.

Article 30 – Payments, Completion, and Guarantee

1. Contract Price: The Contract Price is either a lump sum or the sum of the unit prices, or a combination thereof, stated in the Contract Agreement, for each item multiplied by the actual quantities installed of each item, and is the total amount payable by the Owner to the Contractor for the performance of the Work.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Sundays, or on legal holidays), equipment, tools, water, light, power, sewer, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

It is further understood that the Contractor's proposed construction schedule is based on a normal 40-hour, 5-day work week, and less recognized holidays. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Owner a minimum of 5 days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including inspection overtime. The cost associated with Resident Inspector overtime will be deducted from the Contractor's monthly payment request.

2. **Breakdown of Cost:** Before the first application for payment, the Contractor shall submit to the Engineer a breakdown of cost for the various portions of the Work, including quantities if required by the Engineer, aggregating the total Contract Price prepared in such form as specified or as the Engineer and the Contractor may agree upon and supported by such data to substantiate its correctness as the Engineer may reasonably require. This schedule of values, when approved by the Engineer, will be used only as a basis for the Contractor's application for payment; however, the payment schedule will correlate directly with the Overall Project Schedule and cost information, when applicable.
3. **Progress Payments:** At the end of each calendar month, the Contractor shall submit to the Engineer an itemized application for payment supported by such other substantiating data as the Engineer may reasonably require covering Work completed through the last day of the month. Any progress payment submitted by the Contractor after the last day of the month will be included in the following month's payment.

Application for payment may include, at the Contractor's option, the cost of products not yet incorporated into the Work which have been delivered to the site or to other storage locations authorized and approved by the Engineer. The Owner reserves the right to accept or reject pay requests for stored materials and to limit payments to those stored materials which, in the Engineer's judgement, are necessary for continuing satisfactory Project progress.

Payment for stored products will be subject to the following conditions being met or satisfied:

- a. The products shall be received in a condition satisfactory for incorporation in the Work, including manufacture, storage, and installation instructions.
- b. The products shall be stored in accordance with the manufacturer's recommendations and in such manner that any and all manufacturer's warranties will be maintained and that they will not be damaged due to weather, construction operations, or any other cause.
- c. An invoice from the manufacturer shall be furnished for each item on which payment is requested. The request may include reimbursement for cost of delivery, limited to common carrier rates, to the site, but will not include the Contractor handling, on or offsite, or for storage expense.
- d. The Contractor shall furnish written proof from the supplier of payment (less retention equal in percentage to that being retained by the Owner) for the products no later than 30 days after receipt of payment for same from the Owner. The Owner will have the right to deduct from the next payment estimate an amount equal to the payment for the products if reasonable and adequate proof is not submitted.
- e. Shop drawings, product data and samples, showing "No Exceptions Taken," has been

received from the Contractor for that specific equipment or material.

4. Recommendation for Payment: If the Contractor has made Application for Payment as provided above, the Engineer will issue a Recommendation for Payment to the Owner, with a copy to the Contractor, for such amount as the Engineer determines to be properly due, or the Engineer will state, in writing, itemized and specific reasons for withholding.

After the Engineer has issued Recommendation for Payment, the Owner will pay to the Contractor the amount covering Work completed plus stored products, less retention and less previous payments made.

Progress payments nor partial occupancy of the Project by the Owner shall constitute an acceptance of any Work not performed in accordance with the Contract Documents.

5. Retention: The Owner will retain the following amounts from each properly certified estimate:
 - a. Until the value of the Work completed, including stored materials, is at least 50% of the Contract amount, 10% of the value of all Work satisfactorily completed, including stored materials.
 - b. When the value of the completed Work totals at least 50% of the Contract Amount, the Owner will discontinue retaining additional amounts provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5% of the Contract Amount, adjusted for Change Orders, until the date of final payment.
 - c. The Owner may elect to reinstate retention of 10% of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. Satisfactory progress is identified as conforming to the construction progress schedule.

No form of collateral in lieu of cash will be acceptable as retainage.

Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the Owner.

6. Payments Withheld: The Engineer may decline to approve an Application for Payment and may withhold Recommendation for Payment, in whole or in part, as may be necessary to protect the Owner from loss because of:
 - a. Failure of the Contractor to make payments properly to subcontractors or for labor or products.
 - b. Unsatisfactory prosecution of the Work, either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next partial payment period.

7. Title to Work and Products: The Contractor warrants that title to all Work and products covered

by an Application for Payment, whether incorporated into 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 (except retention equal in percentage to that being retained by the Owner which may be withheld from suppliers and subcontractors).

8. Guarantee: The Contractor warrants that all Work and products provided shall be constructed in accordance with the Contract Documents and free of defects.
 - a. The Contractor shall guarantee all materials and equipment provided and Work performed for a period of one (1) year from the date of written Final Acceptance. The Contractor guarantees for a period of one (1) year from the date of written Final Acceptance that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects.
 - b. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
 - c. The Guarantee excludes defects or damage caused by:
 - i. Abuse, modification, or improper maintenance or operation by any person other than Contractor, Subcontractor, Supplier, or any other person who is the responsibility of the Contractor; or,
 - ii. wear and tear as the result of normal usage.

Article 31- Reports and Drawings Used by the Engineer

All reports, drawings, permits, and other applicable and necessary documents are stipulated in the Supplementary Conditions.

END OF SECTION

Supplementary Conditions

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GENERAL

The provisions in this Section shall govern in the event of any conflict between this Section and the General Conditions.

Article 1 - Notice of Award of Contract

Notice of Award of Contract, of the General Conditions, is hereby modified to include the following:

Within 60 days after receipt of Proposals, the Owner will notify the successful Proposer of the award of the Contract.

Should the Owner require additional time to award a Contract, the time may be extended by the agreement between the Owner and the successful Proposer. If an award of Contract has not been made within 60 days from the Proposal date or within the extension mutually agreed upon, the Proposer may withdraw the Proposal without further liability on the part of either party.

Article 4 - Insurance

Insurance, of the General Conditions, is hereby modified to include the following:

The limits of liability for the insurance shall supply minimum coverage equal to or exceeding the following amounts:

1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: \$1,000,000
2. Comprehensive General Liability:
 - a. Combined single limit for Bodily Injury and Property Damage:
 - b. Each Occurrence \$1,000,000
 - c. Or combined single limit \$2,000,000
 - d. General Aggregate \$2,000,000
 - e. Operations Aggregate \$2,000,000

Property Damage liability insurance will furnish Explosion, Collapse and Underground coverages where relevant.

3. Personal Injury, with employment exclusion deleted:
 - a. Annual Aggregate \$1,000,000
 - b. Each Occurrence \$1,000,000
4. Excess/Umbrella Policy:
 - a. General Aggregate \$2,000,000
 - b. Each Occurrence \$1,000,000

5. Comprehensive Automobile Liability:

a. Bodily Injury:

- | | |
|---------------------|-------------|
| i. Each Person | \$1,000,000 |
| ii. Each Occurrence | \$1,000,000 |

b. Property Damage:

- | | |
|--------------------|-------------|
| i. Each Occurrence | \$1,000,000 |
|--------------------|-------------|

Certificates of Insurance: Certificates satisfactory to Owner shall accompany the signed Contract Documents when they are transmitted to the Owner for execution. The following statement shall be included with such certificates: "Coverages afforded under the policies will not be cancelled unless written notice has been given to the Owner at a minimum of 30 days preceding cancellation, as evidenced by receipts of registered or certified mail".

Builder's Risk Insurance: Builders Risk Insurance shall be obtained and sustained through the life of the Contract Agreement to protect the interests of the Owner, Contractor, and Sub-Contractors against loss by fire, vandalism, malicious mischief, and all hazards contained in a standard "All Risk" Coverage endorsement. The amount of such insurance shall at all times be equivalent to or exceeding the full amount of the Contract. The policies shall be in the name of the Owner and Contractor.

The Owner shall be listed as Additional Insured on the Contractor's General Liability Policy and Builder's Risk in equivalent amounts.

Article 15 - Notice and Service Thereof

Notice and Service Thereof, of the General Conditions is hereby modified to include the following:

1. All papers required to be delivered to the Owner shall be delivered to
Newton County Water and Sewerage Authority
11325 Brown Bridge Road,
Covington, Georgia 30016
Attention: Chief Engineer
2. The Contractor shall file all "Notices of Commencement" required for this Project in accordance with O.C.G.A. §44-14-361, as applicable. The Contractor shall respond to all requests for copies of a Notice of Commencement. Should the Owner or Engineer receive such a request, this request will be forwarded to the Contractor for further handling. The name and address of the Owner shall be as stated in Paragraph (1.) of this Article. The name and general description of the Project shall be as stated in the Invitation to Bid.

Article 17 - Land and Rights-of-Way

Lands and Rights-of-Way, of the General Conditions, is hereby modified to include the following:

Portions of the work to be done may require construction within rights-of-way of the Georgia Department of Transportation (GDOT). This work is allowed under permit with the GDOT. The Contractor shall comply with the Utility Accommodation Standards and Specifications of the GDOT and in accordance with Special Assurances provided in the Contract Documents.

Article 20 - Interruption of Facility Operations

Interruption of Facility Operations, of the General Conditions, is hereby modified to include the following:

The Contractor shall schedule the work in order to not interrupt the operation of any existing facility, including water mains and sewers.

The Contractor shall conduct operations in a manner and sequence which will provide for the continued transportation of wastewater flows during construction of this Project. The Contractor shall take all actions required to prevent discharge of sewer flow from the system to the ground or stream. Any construction actions that impede or interrupt flow shall be carefully executed and monitored to prevent surcharging and overflow.

Any damages resulting from surcharging, overflow, or back-up caused by the Contractor's operations shall be the Contractor's responsibility. Fines charged to the Owner for overflows caused by the Contractor shall be paid for by the Contractor.

Article 24 - Schedules, Reports, and Records

Schedules, Reports and Records, of the General Conditions, is hereby modified to include the following:

1. Immediately after execution of the Contract, and before the first partial payment is made, the Contractor shall provide an Overall Project Schedule (OPS) in Microsoft Project or equivalent, showing the proposed dates of commencement and completion of each of the various subdivisions of work. The Overall Project Schedule shall contain the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the OPS.
2. An updated OPS and an updated Schedule of Submittals shall be presented with each partial payment request. Lack of an updated OPS and / or an updated Schedule of Submittals may delay processing of partial pay requests until receipt of the schedules.
3. If the schedule reflects a completion date prior to the completion date established by the Contract Agreement, this shall afford no basis to claim for delay should the Contractor not complete the Work prior to the projected completion date. Instead, all "float" between the completion date in the Contractor's schedule and the completion date established in the Contract Agreement shall belong to and be exclusively available to the Owner. Should a Change Order be executed with a revised completion date, the OPS shall be revised to reflect the new completion date.
4. The Contractor shall maintain a complete set of up-to-date Record Documents on the Project site.
5. Project Coordination Meetings: The General Contractor shall participate in Project Coordination Meetings to be held on the site monthly, or more often if conditions warrant, to establish the current state of completion and revise the schedule as necessary. The Project Coordination Meeting will be conducted by the Owner and the Engineer.
6. Contractor's Responsibilities
 - a. Fully implement the Overall Project Schedule of activities between Project Coordination Meetings.

- b. The Contractor shall prepare a Daily Report by 10:00 a.m. of the previous day's work. As a minimum, this Daily Report will contain the weather conditions, number of workers by craft to including supervision and management personnel on site, active and inactive equipment on site, work accomplished by Critical Path Management activity item, problems, and visitors to the jobsite.
- c. If a current activity or series of activities on the OPS is behind schedule and if the late status is not due to an excusable delay for which a time extension would be forthcoming, the Contractor shall attempt to reschedule the activity to be consistent with the OPS so as not to delay the Contract milestones. The Contractor agrees that:
 - i. The Contractor shall attempt to expedite the activity's completion to have it agree with the OPS. Such measures shall be made explicit during the Project Coordination Meeting.
 - ii. If, within 2 weeks of identification of such behind-schedule activity, the Contractor is not successful in restoring the activity to an on-schedule status, the Contractor shall:
 - 1. Carry out the activity with the scheduled crew on an overtime basis until the activity is complete or back on schedule;
 - 2. Increase the crew size or add shifts so the activity can be completed as scheduled;
 - 3. Commit to overtime or increased crew sizes for subsequent activities, or some combination of the above as deemed suitable by the Engineer.
- d. Maintain a current copy of all construction schedules on prominent display in the Contractor's field office at the Project site.
- e. Cooperate with the Owner or Owner's representative in all aspects of project scheduling. Failure to implement the OPS or to provide specified schedules, diagrams and reports, or to implement actions to re-establish progress consistent with the OPS may be causes for withholding of payment.

Article 28 – Contract Time and Liquidated Damages

Contract Time and Liquidated Damages, of the General Conditions, is hereby modified to include the following:

- 1. Contractor shall begin work within 10 days after the written Notice to Proceed has been issued.
- 2. Contractor shall achieve Substantial Completion ("Scheduled Substantial Completion Date") no later than 90 calendar days after the Notice to Proceed.
- 3. Contractor shall achieve Final Completion ("Scheduled Final Completion Date") no later than 120 calendar days after the Notice to Proceed.

Substantial Completion: Contractor shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within 10 days of Owner's receipt of Contractor's notice, Owner and Contractor will jointly inspect such Work to verify it is Substantially Complete, in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion.

Article 30 - Payments and Completion

Payments and Completion, of the General Conditions, is hereby modified to include the following:

1. Measurement and Payment: Measurement and payment shall be made for the units presented on the Cost Proposal at the unit price or lump sum price shown on the Bid. Payment shall be made only for those items of work specifically shown in the Cost Proposal. Incidentals costs incurred must be included in the price for the Cost Proposal items to which the cost pertains.
2. Additional work: Work items not included in the Cost Proposal shall be authorized through Task Order.
3. Completion: All work required by the Contract Documents, Contract Drawings, and Specifications must be completed before Final Inspection is performed. This includes, but is not limited to, the following:
 - a. Flushing all lines with potable water furnished by the Owner.
 - b. Pressure testing all lines as required in the Specifications.
 - c. Demonstrating the operation of all valves and hydrants.
 - d. Disinfecting all water mains as required in the Specifications.
 - e. Grassing and restoration of the work area.

Upon completion of all work required, the Contractor shall submit completed Record Drawings to the Engineer and request, in writing, that the final inspection be performed. If the Engineer finds the work of the Contractor complete and meeting the requirements of the Contract Documents, Engineer will recommend to the Owner that the job be accepted, and that final payment be made.

If the final inspection reveals deficiencies in the Work, the Contractor shall complete all remaining items of work. Upon receipt of written notice from the Contractor that the deficient items are complete and ready for re-inspection, the Engineer will re-inspection.

The Contractor will be notified, in writing, by the Owner of the final acceptance of the work. The date of written final acceptance shall be the termination date for the Contractor's liability for the physical properties of the facilities and the beginning of the Warranty period.

Before final payment can be made, the Contractor must certify, in writing, that all payrolls, materials, bills, and other indebtedness connected with the work have been paid. Final payment will not be made if there is disputed indebtedness or if there are liens upon the property.

If upon completion of all work there is disputed indebtedness or there are liens upon the property,

semi-final payment may be made, at the Owner's option, in accordance with the following provisions:

- a. The Owner will retain an amount equal to the disputed indebtedness and/or liens upon the property, including all related costs and interest in connection with said disputed indebtedness and liens which the Owner may be compelled to pay upon subsequent adjudication.
- b. The Contractor shall certify that for those items of work not disputed, that all payables, materials, bills, and other indebtedness have been paid or otherwise satisfied.

The making of the final payment shall constitute a waiver of all claims by the Owner, other than those for faulty work covered by and appearing within the Warranty period.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made, in writing, and still unsettled.

4. Prompt Payment Clause

- a. Owner and Contractor agree that all partial payments and final payments shall be subject to the Georgia Prompt Pay Act, as amended, and as set forth in O.C.G.A. Section 13-11.
- b. Interest Rate: For purposes of computing interest on late payments, the rate of interest shall be one-half percent per month or a pro-rata fraction thereof on the unpaid balance as may be due.
- c. Payment Periods:
 - i. When the Contractor has performed in accordance with the requirements of these Contract Documents, the Owner shall pay the Contractor within 15 days of receipt by the Owner of any properly completed Application for Payment.
 - ii. When a subcontractor has performed in accordance with the requirements of its subcontract and the subcontract conditions requirements to payment have been satisfied, the Contractor shall pay to that subcontractor, and each subcontractor shall pay to its subcontractor, within 10 days of receipt by the Contractor or subcontractor of each periodic or final payment. Contractor or subcontractor will render the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract, less retainage. Such retainage shall not exceed that being held by the Owner, provided that the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work.
 - iii. No interest is due unless the person or entity being charged interest receives "Notice" as provided in Paragraph (iv.) of this Prompt Payment Clause. Acceptance of progress payments or final payment shall release all claims for interest on said payments.
 - iv. Notice of Late Payment and Request for Interest: Any person or entity

asserting entitlement to interest on any periodic or final payment pursuant to the requirements of this Prompt Payment Clause shall provide "Notice" to the person or entity being charged interest of the charging party's claim to interest on late payment. "Notice" shall be in writing, served by U.S. Certified Mail - Return Receipt Requested at the time the properly completed Application for Payment is received by the Owner and shall set forth the following:

1. A short and concise statement that interest is due pursuant to the requirements of the Georgia Prompt Pay Act and this Prompt Payment Clause;
 2. The principal amount of the periodic or final payment which is allegedly due to the charging party, and;
 3. The first day and date upon which the charging party alleges that said interest will begin to accrue, pursuant to the requirements of the Georgia Prompt Pay Act.
- v. Failure to comply with any requirements as set forth in this Prompt Payment Clause precludes the right to interest on any alleged late payment.
5. Early Completion Incentive: Contractor understands if Substantial Completion for the entirety of the Work is reached before the Scheduled Substantial Completion Date, Owner will compensate Contractor for Early Completion. Contractor and Owner agree the following Early Completion Incentive is reasonable in the event of Proposer's success to attain an earlier Substantial Completion. Contractor understands Owner will reward Contractor up to \$12,000.00 for attaining Substantial Completion up to 30 calendar days before the Scheduled Substantial Completion Date. Contractor agrees if Substantial Completion is achieved within aforementioned calendar days of the Scheduled Substantial Completion Date, Owner shall reward Contractor \$400.00 for each calendar day Substantial Completion is achieved before Scheduled Substantial Completion Date. Early Completion Incentive will be forfeited at a rate of \$400 per calendar day for each day that Substantial Completion is not achieved before the Scheduled Substantial Completion Date.
6. Allowances: No work shall be performed on any Allowance Item without Contractor first obtaining in writing advanced authorization to proceed from Owner. The Allowance Value for an Allowance Item includes the direct cost of labor, design fees, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the General Conditions, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

Article 31 – Reports and Drawings Used by the Engineer

See following pages of Contract Document for reports, drawings, permits, and other applicable documents.

END OF SECTION

Notice to Proceed

Date: _____

Project: _____

Bidder: _____

Bidder's Address: _____

This letter serves to notify you that the Contract Times under the above Contract will commence to run on _____. You are to begin performing your requirements under the Contract Documents on or before that date. In accordance with the Contract Agreement, the date of Substantial Completion and readiness for final payment is _____.

Preceding the start of any Work at the Site, Article 4 of the General Conditions requires that you and Owner must each deliver to the other certificates of insurance which each is obligated to purchase and maintain in accordance with the Contract Documents.

<u>Newton County Water & Sewerage Authority</u>	Accepted By: _____
Owner	Contractor
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Title	Title
_____	_____
Date	Date

END OF SECTION

Appendix C – Project Description and Scope of Services

Exhibit 1 – Project Description, Scope of Services and Specifications

Project Description:

The intent of the Project Description is to describe the components for which the selected Contractor will be responsible.

The Site Plan describing the project to be delivered is shown in Exhibit 2.

Erosion Control – Erosion, Sediment, & Pollution Control activities include, but are not limited to, the following:

- Erosion, Sediment, & Pollution Control:
 - Prior to the start of construction, erosion and sediment control measures shall be installed and such measures shall be maintained for the duration of the construction period. Temporary erosion and sediment control measures shall be taken for the prevention of soil erosion from the site until permanent measures can be installed. Erosions and sediment control measures shall consist of, but not be limited to, vegetative measures, including mulching and grassing, and structural measures, including berms, dikes, sediment barriers, sediment traps, sediment basins, silt fences, check dams, construction exits, and slope drains.
 - Erosion control measures shall be maintained and employed until permanent planting and restoration of natural areas can control the erosion from the project site.
 - Construction may be halted by governing authorities if Contractor fails to correctly install and maintain temporary erosion control measures throughout the construction period. Erosion control measures are regulated by the State's Erosion and Sediment Control Act (O.C.G.A. 12-7-1, et seq.) and NPDES General Permit for Stormwater Discharges Associated with Construction Activity for Infrastructure Construction Projects.
 - All required permits and licenses of Federal Clean Water Act (CWA) and Water Quality Act (WQA) shall be acquired by Contractor. A Notice of Intent (NOI) shall be filed by Contractor with Georgia EPD with the Contractor being the Operator / Primary Permittee. For additional information and permit forms contact GA EPD at (404) 656-4713.

Storm Water Detention Ponds – Storm water detention pond activities include, but are not limited to, the following:

- Construction of storm drains
- Grading site to drain surface water at drainage structures and points
 - Grading & Storm Drainage:
 - Excavation, handling, re-handling, backfilling, compaction of earth material, and disposal of all deleterious materials encountered during excavation are included in this section. Dewatering of excavated areas or trenches, backfilling around structures, preparation of subgrades, surfacing and grading and other incidental earthwork operations essential for the satisfactory completion of the work are included in this section. Contractor shall be responsible for any added obstacles or conditions, foreseen or unforeseen, and encountered or manifested during the execution of the work.
 - All service, labor, materials, and equipment necessary for earthwork and other operations required to complete the work in compliance with the Contract Documents or as determined necessary by Contractor and Engineer shall be provided by Contractor.
 - An independent testing laboratory chosen by Contractor and accepted by Engineer shall conduct density and compaction tests. Any costs resulting from compaction tests performed by an independent testing laboratory shall be paid for by Contractor. All excavations and sample materials required for conducting compaction and density test shall be supplied by Contractor. Contractor shall be responsible for all retest costs

made necessary by failure of materials to conform to the requirements of these specifications.

- Soils classified as GM, GC, SW, SP, SM, SC, ML and CL in accordance with ASTM D2487 are considered satisfactory. Soils classified as Pt, OH, OL, CH and MH in accordance with ASTM D2487 are considered unsatisfactory. Soils that are satisfactory shall not contain clay, rock, or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, organics, vegetation and other deleterious matter. Fill soils used for the top 2 feet beneath roads and parking lots shall have no more than 15% passing the #200 sieve. Fill soils used for the top 2 feet for house lots shall have no more than 24% passing the #200 sieve. All necessary borrow material shall be provided by Contractor. All expenses resulting from developing borrow sources, such as securing necessary permits, drying the material, haul roads, clearing, grubbing and excavating the pits, haul roads, placing, restoration of pits and haul roads to the satisfaction of owner and to compliance with state and local laws and regulations, shall be the responsibility of the Contractor.
- Contractor shall install in accordance with the Construction Drawings.

- Constructing detention and retention ponds
- Constructing a vehicle wash-down station with grit collector structure

Demolition and Paving – Demolition and Pavement activities include, but are not limited to, the following:

- Demolishing existing Maintenance Building (Brown House)
 - Building Demolition & Disposal:
 - Contractor shall demolish existing predetermined building and properly dispose of all rubbish from Site. Demolition shall only occur with Owner's expressed written permission after a.) Contractor has alerted Owner to the Project Construction Schedule and b.) Owner's employees have vacated building.
 - Contractor shall provide ACM removal plan prior to demolition.
 - Contractor shall work with Owner to terminate any utilities in vicinity of building prior to demolition.
 - Contractor shall demolish and dispose in accordance with the Construction Drawings.
 - A firm quotation is provided in the appendix for proposal use
- Removing demolished building waste from the site
- Paving parking areas at three locations to include marking and striping
 - Striping, Pavement Markings, and Signage:
 - All striping, markings, and signage shall not impede any motor vehicle traffic on or off the Site. Contractor shall install in accordance with GDOT's current Utility Accommodations Manual and Manual on Uniform Traffic Control Devices.
 - Contractor shall install according to Construction Drawings.
- Constructing drives from proposed employee parking to Brown Bridge and Lower River Roads
- Connecting existing Maintenance Building(s) to sanitary sewer
 - Sanitary Sewer:
 - Supply all products and perform all work in accordance with applicable American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable. If requested by the Engineer, submit evidence that manufacturer has consistently produced products of satisfactory quality and performance over a period of at least 5 years.

- PVC pipe for gravity sewer shall meet the requirements of ASTM D3034 / F679, with standard dimension ratio (SDR) 26 and shall be supplied in lengths from 13 to 20 feet. Fittings for gravity sewer shall be injection molded sewer fittings containing elastomeric gaskets, available in 4 to 12-inch diameters with an SDR of 26. Injection molded fittings shall be certified by NSF and UPC to meet the requirements of ASTM D3034 and F1336.
- Contractor shall install gravity sewer and appurtenances to serve existing maintenance building and connect proposed line to existing sewer by jack and bore underneath all roads.
- Composite frames and covers shall meet the requirements of AASHTO M-306, Full H2O, and either H-20 or H-25 load rating and all applicable local standards. Composite manhole frames and covers shall be manufactured by E.J. Foundry or an approved equivalent. All composite manholes shall have standard frames and covers except and the legend "Sanitary Sewer" molded into the face.
- Round precast concrete manholes shall meet the requirements of ASTM C478, possess a minimum compressive strength of 4,000 psi, and have a minimum wall thickness shall be 1/12 of the inside diameter of the base, riser, or the largest cone diameter. Additionally, the wall thickness shall be sufficient for the proper installation of the rubber manhole seal (rubber boots). Seal joints between precast sections by means of rubber O-ring gaskets or flexible butyl rubber sealant.
- Contractor shall install in accordance with the Construction Drawings.

- Extending sanitary sewer lateral from Maintenance Building to public sewer on Lower River Road.

Paving activities include, but are not limited to, the following:

- Curb & Gutter, Asphalt & Concrete Paving, and Gravel:
 - Work shall conform to GDOT's current Utility Accommodations Manual, Newton County laws and ordinances, and applicable standards for paving work on public property.
 - Contractor shall furnish and install gravel throughout designated areas to provide a harmonious flow throughout the site.
 - Contractor shall install in accordance with the Construction Drawings.

Security, Landscaping, and Networking – Security, Landscaping, and Networking activities include, but are not limited to, the following:

- Constructing security fence and lighting with key-card access at pre-identified locations
 - Security System:
 - The Owner intends for the Contractor to furnish and install a security system which directly integrates into the existing security system. Contractor shall provide visual, audio, and remote access via auto-sliding fencing to the Owner's Information and Technology Director. Contractor shall utilize devices procured from 2N USA or approved equal. Devices shall be mounted in vicinity of auto-sliding fencing assessable by motor vehicle. Auto-sliding fencing shall have a failsafe to manually open when power is not available.
 - Contractor shall provide a plan on how to integrate and extend existing power to predetermined locations to serve security system devices. Contractor shall consider all feasible options which will work harmoniously with the proposed Site.
 - Contractor shall provide a complete and functional security system which allows the Owner and any of the Owner's employees the ability to see, hear, and provide access to vehicles entering and exiting the Site.

- Constructing landscape plans
 - Cleanup, Fencing, and Landscaping:
 - Contractor shall be required to perform general cleaning during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications. Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall only be disposed of in approved landfills as applicable and Contractor shall prevent the accumulation of waste on Site. Contractor shall provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
 - Contractor shall install fencing in accordance with the Construction Drawings.
 - Contractor shall install landscaping in accordance with the Construction Drawings.
- Extending fiber optic cabling to pre-identified locations
 - Fiber Optics Network Extension:
 - Contractor shall extend existing fiber optic cabling to predetermined locations to provide access for security systems and future use on eastern property. Contractor shall utilize single mode, multi-strand fiber optic cabling and Bartow Precast vaults or approved equivalent.
 - Contractor shall furnish and install all necessary equipment and appurtenances to provide the Owner with a complete and functional fiber optics network to support proposed and existing security systems and allow for expansion in the future.

Pole Barn Expansion activities include, but are not limited to, the following:

- Pole Barn Building Expansion:
 - Contractor shall provide, furnish, and install all necessary equipment, labor, and materials to erect a pole barn structure similar to existing structure on the Site. Pole barn shall be of similar dimensions to existing structure with a concrete slab and constructed without guide wires. Proposed structure shall integrate harmoniously with the Site and facilitate the flow of the site. The Owner intends utilize this area to store ductile iron and PVC pipes, as well as water and sewer appurtenances, and load vehicles with necessary equipment.
 - Contractor shall submit Drawings designed and stamped by a Professional Structural Engineer within the State of Georgia and complying the International Building Code, state, and local laws and ordinances. Contractor shall provide a complete and functional plan to meet the Owner's intent.

Construction Phase Services:

1. Execute Notice of Award with Owner and execute subcontractor agreement(s), if applicable.
2. Construct said facilities in accordance with approved drawings and permits.
3. Provide and maintain onsite staff for all required construction management, administration, and self-performance of construction.
4. Establish and maintain coordination procedures between all parties.
5. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.

6. Conduct and record periodic project meetings with key subcontractors, Project Designer, Owner, and other members of the Project Team as needed to deliver the project. Proposer shall assume minimum bi-weekly meetings including the Owner.
7. Maintain a system for the expedient review and processing of requests for information, shop drawings, material and equipment samples, product data, change orders, schedule adjustments, substitutes, pay requests, and logs.
8. Maintain records and submit monthly reports to the Owner with pay application.
9. Establish and maintain a program to monitor the quality of construction and ensure conformity to plans.
10. Establish and maintain a health and safety program.
11. Develop a system and provide cost control through progress payment review and verifications according to the approved schedule of values.
12. Develop and maintain Record Drawings for the duration of the Project.
13. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, regulatory approvals and the Owner's Certificate of Substantial Completion.
14. Notify Owner of Substantial Completion.
15. Coordinate and monitor the resolution of remaining "punch-list" items with the Owner.
16. Request and obtain Owner's Final Completion.

Project Closeout / Warranty:

1. Submit record drawings with "as-constructed" survey in digital format for approval by the Project Designer and the Owner.
2. Assist in transition to operation by the Owner.
3. Contractor enters a 1-year Warranty Period with the Owner.
4. Resolve all Warranty issues in accordance with the terms of the Contract and to the satisfaction of the Project Designer and the Owner.

Exhibit 2 –Site Plan and Construction Drawings

**Construction Drawings will be
provided upon registration.**