

CHATHAM COUNTY GEORGIA

**INVITATION TO BID
No. 17-0074-4**



MEMORIAL STADIUM

**MANDATORY PRE BID CONFERENCE: 9:30 AM, AUGUST 24, 2017
ON SITE
BID OPENING: 2:00 PM, SEPTEMBER 14, 2017**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

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R. JONATHAN HART, COUNTY ATTORNEY

INVITATION TO BID

AUGUST 10, 2017

Bid No. 17-0074-4

MEMORIAL STADIUM

**BOARD OF COMMISSIONERS
CHATHAM COUNTY, GEORGIA**

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CHATHAM COUNTY GEORGIA

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

AUGUST 10, 2017

Bid No. 17-0074-4

GENERAL INFORMATION FOR INVITATION TO BID

This is an invitation to submit a bid to supply Chatham County (Owner) with construction, equipment, supplies and/or services as indicated herein. Sealed bids or proposals will be received at the Office of the Purchasing Director, at the **Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, up to 2:00PM, Thursday, September 14, 2017** at which time they will be opened and publicly read. **The County reserves the right to reject all bids or proposals, and any bid or proposal that is non-responsive or not responsible.**

Instructions for preparation and submission of a bid or proposal are contained in this Invitation To Bid/Proposal package. Please note that specific forms for submission of a bid/proposal are required. Bids must be typed or printed in ink.

The following dates will be followed for the bid process:

1. **Mandatory Pre-bid Conference:** Mandatory for Single Primes, open to all subcontractors. **Thursday, August 24, 2017 at 9:30 am** at Chatham County Public Works, Training Room, 7226 Varnedoe Dr, Savannah, GA 31406.
2. **Mandatory Site Visit:** Mandatory for Single Primes, open to all sub-contractors; demolition subcontractors are encouraged to attend. **Thursday, August 24, 2017, following the PreBid Conference**, at Chatham County Public Works, Training Room, 7226 Varnedoe Dr, Savannah, GA 31406.
3. **Last day for written questions from Bidders:** Friday, September 1, 2017, at 1:00 pm.
4. **Bids Due: Thursday, September 14, 2017 at 2:00PM**, at the Chatham County Purchasing and Contracting Division, 1117 Eisenhower Drive, Suite C, Conference Room, Savannah, GA 31406.

The Bidding Documents/Bid Documents consist of the General Information for Invitation to Bid, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Attachments required to be submitted with the bid, Plans, Specifications/Project Manual, all Addenda, General Conditions, Special Conditions and other information issued by the Owner to the Bidders prior to the execution of the Contract that describe the proposed work and contract terms.

The plans and specifications are in digital format and must be purchased from Clayton Digital Reprographics (CDR) located at 1101 Chatham Parkway, Suite A2, Garden City, GA 31408; Phone 912-447-5445; fax 912-233-7020; e-mail cdwest@cdrepro.com. Bidders shall use complete sets of Bidding Documents in preparing Bids. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Any changes to the Bidding Documents must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document each approved change.

Chatham County has an equal opportunity Purchasing policy. Chatham County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The terms "disadvantaged business," "minority business enterprise," and "minority person" are more specifically defined and explained in the *Chatham County Procurement Ordinance, Part 11*.

This project is a Special Purpose Local Option Sales Tax (SPLOST) Project. See section on MBE/WBE participation goals.

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

INSTRUCTIONS TO BIDDERS

- 1.01 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid or proposal to supply Chatham County with equipment, supplies, and/or services as described herein. All bids/proposals are governed by the *Code of Chatham County, Chapter 4, Article IV*, and the laws of the State of Georgia.

The term "Bidder" shall encompass the person, business, contractor, supplier, vendor or other party submitting a bid to Chatham County in such capacity before a contract has been entered into between such party and the County. The term "Contractor" refers to any person or business having a contract with Chatham County. The term "Owner" refers to Chatham County.

- 1.02 **How to Prepare Bid Proposals:** All bid proposals shall be

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and all documents must be submitted.
- b. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. All signature spaces must be signed.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

- 1.03 **How to Submit Bid Proposals:** All bid proposals shall be:

- a. Submitted in sealed opaque envelopes, plainly marked with the bid number and title, date and time of bid opening, and company name.
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
 1. Mailing Address: Purchasing Director, 1117 Eisenhower Drive, Savannah, Georgia 31406.
 2. Hand Delivery: Purchasing Director, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.

BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

- 1.04 **How to Submit an Objection:** Objections from bidders to the Bidding Documents should be brought to the attention of the County Purchasing Director in the following manner:

- a. Bidder shall submit their written objections to the Purchasing Director, not less than seven (7) days prior to the bid opening.
- b. The objections contemplated may pertain to form and/or substance of the Bid Documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- c. For questions related to the plans, cite name and number of plan sheet and detail; for questions related to the specifications, cite specification section, specification name, page number, article number, article name, paragraph number in all communications, and forward to the Chatham County Purchasing Director. Answers to questions submitted that substantially change the conditions and specifications of this solicitation will be published as an addendum. Any discussions or documents will be considered non-binding unless incorporated and published in an addendum.

1.05 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the complete Bidding Documents before submitting bids. Failure to do so will be at the bidder's own risk. Error(s) in bid will be evaluated in accordance with the *Chatham County Procurement Ordinance Part 3*.

- a. **Multiple Bids:** No vendor will be allowed to submit more than one bid. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-bid Conference or submitted in writing at least seven (7) days preceding the bid opening date.
- b. **Completeness:** All information required by the Invitation to Bid/Proposals must be completed and submitted to constitute a proper bid or proposal.

1.06 **Site Examination:** The Bidder is advised to examine the location of the work and to inform himself fully as to the conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the execution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the contract. Failure to examine the site will not relieve the successful Bidder of the obligation to furnish all products and labor necessary to carry out the provisions of the contract. The Bidder/General Contractor/Sub Contractor shall confine their examination to the specific areas designated for the proposed project. The Bidder/General Contractor/Sub Contractor is solely responsible for any damages caused by their examination of the site.

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

1.08 **Addenda:** All addenda issued prior to the bid date adjusts, modifies or changes the Plans/drawings and Specifications/Project Manual(s). All such Addenda are part of the Bidding Documents.

1.09 **Bid Alternates and Unit Prices:** Bidders are required to submit a bid for each Alternate and Unit Price outlined in the Bid Form. Prices for the Alternates and Unit Prices shall be complete and shall include but not be limited to all labor, material, equipment, taxes, Overhead and Profit, Insurance and bonds. The County shall have the right to accept Alternates in any order or combination. Alternates may be selected based on cost and/or negotiated cost. The County shall have the right to incorporate Unit Prices when deemed necessary. The County reserves the right to negotiate the cost of the Alternates and Unit Prices. For an Alternate priced at zero dollars, the County shall choose between the Base Bid and Alternate options.

1.10 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors:

- a. Residential - Basic Contractor (Contractor work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height).
- b. Residential - Light Commercial Contractor (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).
- c. General Contractor (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

A copy of the Contractor's license shall be provided at contract execution.

1.11 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate is required at contract execution. Please contact the Building Safety and Regulatory Services (912) 201-4300 for additional information.

1.12 **Surety Requirements and Bonds:**

- a. Bidder shall post a Bid Bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- b. Contractor shall post a Payment and Performance bond, as a certified check or money order made payable to the Chatham County Finance Department each in the amount of 100% of the bid price if awarded the contract. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- c. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.
- d. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or sureties for the faithful performance of the contract and

to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

- e. The Bidder shall forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County.

1.13 References:

On July 25, 2003 the Board of Commissioners directed that for bidders to be responsive, on all construction projects with a bid of

- a. **\$500,000 or more:** Each Bidder must provide information on the most recent five (5) projects with similar scope of work to determine experience and qualifications.
- b. **\$499,000 and less:** Provide references from owners of at least three (3) projects of various sizes for which contractor was the prime contractor. Include government owners. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government.

Bidders are to use the attached forms. Failure to provide the above information may result in your firm's bid being rejected and ruled as non-responsive.

- 1.14 Communications during bidding period:** To ensure the integrity of the competitive bid process, inquiries and other communications regarding the bid solicitation, must be directed, in writing, only to the Office of the Purchasing Director identified in the bid solicitation. Failure to comply can result in the disqualification of the bid. This is to insure everyone is provided the same information.

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

Conversations or correspondence regarding this solicitation or report between prospective offerors and persons outside the Chatham County Purchasing Office will not be considered official or binding.

- 1.15 Terms and Conditions:** The Invitation to Bid, Legal Advertisement, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, attachments to the Bid Form, General Conditions, Special Conditions, Plans, Specifications, Contractor/Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.

- 1.16 **Withdrawal of Bids:** Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of sixty days after the time and date of opening. Negligence or error on the part of any bidder in preparing the bid confers no right of withdrawal or modification of the bid after time has been called except as provided by Georgia law.
- 1.17 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.18 **Determination of Successful Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the Invitation to Bid or Request for Proposal.

The contract if awarded will be to the lowest responsive, responsible base Bidder. Though award will be to the lowest responsive, responsible base Bidder, Bidder shall be required to be responsive and responsible to all Alternates and Unit Prices.

- a. **Responsibility:** The determination of the Bidder's responsibility will be made by the County based on whether the Bidder:
1. passed the Pre-Qualification Criteria (if applicable)
 2. maintains a permanent place of business
 3. has the appropriate technical experience
 4. has adequate capacity and equipment to do the work properly and expeditiously
 5. has suitable financial means to meet obligations incidental to this work.
 6. has excellent safety record and published safety plan
 7. has updated Georgia General Contractor's License
 8. can meet insurance and bonding requirements
 9. evidences a Good Faith Effort to meet the County M/WBE goals.

The above criteria shall apply to the complete work described in the bid, including the Base bid, Alternates and Unit prices. The Bidder shall furnish, to the County, all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that he is properly qualified to carry out the obligations of the Contract.

- b. **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the Bidder has submitted a complete Bid Form (including all Alternates and Unit Prices) without irregularities, exceptions, special conditions, or alternative bids for any item unless specifically requested in the Bid Form.

- 1.19 **Basis of Contract Award:** Award shall be made to the lowest responsible, responsive, total lump sum fixed price base bid.
- 1.20 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.

END OF INSTRUCTIONS TO BIDDERS

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 2.01 **Quality:** All materials, or supplies used for the construction necessary to comply with this bid/proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.02 **Interpretations:** No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the Office of the Purchasing Director, Chatham County, prior to the date stated in this Invitation. Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Architect/Engineer at no additional cost to the County. All interpretations made to bidders queries will be issued in the form of Addenda. Acknowledgement of receipt of such Addenda shall be listed in the Bid Form by the Bidder.
- 2.03 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County stature, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 2.04 **Guarantee:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the material and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and/or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and /or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.

The successful Bidder/Contractor shall provide the County a one year warranty for all materials and workmanship. The successful Bidder/Contractor shall provide the County additional warranties in accordance with the Plans and Specifications /Project Manual(s).

2.05 Trade Names in Plans and Specifications

Where reference is made in the plans and specifications to particular manufacturers and model numbers for various products, such reference is made to establish function and quality of such products and is not intended to restrict competitive bidding. If the Bidder desires to use materials/equipment of trade/manufacturer names or model numbers which are different from those mentioned in the Contract Documents and where the specifications allow "or equal" products to be used, the Bidder may incorporate the cost of such products in the Bid price. The responsibility of determining equivalency however, rests with the Bidder. This provision does not prevent the Owner from

initiating the addition of trade names, brand names, or names of manufacturers by addendum prior to bid opening.

After bid opening, the successful Bidder shall within seven (7) calendar days submit to the Owner for approval of the use of all the materials or specific items manufactured by firms other than those named in the Contract Documents. This shall apply to both substitutions and "or equal" products. The burden of proving equivalency of a proposed substitute/or equal to an item designated by trade name or by manufacturer's name or model number in the Contract Documents rests on the Bidder submitting the request for approval. Refer General Conditions Section Request for Substitution.

Should the Architect/Engineer not approve the Bidder's request for Substitution due to non-equivalency or non-compliance with the Contract Documents, the Bidder shall provide the product of the manufacturer stated in the specifications at no change in Bid price.

- 2.06 **Local Preference:** On March 27, 1998 the Board of Commissioners adopted a Local Vendor Preference Ordinance. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy. Note: Local Preference does not apply to Public Works Construction contracts.
- 2.07 **Payment of Taxes:** No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of commissioners on April 8, 1994.
- 2.08 **Gratuities:** By submitting a bid, the Bidder certifies that the provisions of the Chatham County Purchasing Ordinance which prohibit officials and employees of the County from engaging in certain transactions with the County and County agencies, have not and will not be violated in any regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.
- 2.09 **Sales Tax:** Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information. The Bidder shall include in bid, all sales taxes, consumer taxes, use taxes, and all other applicable taxes that are legally in effect at the time bids are received.
- 2.10 **Terms of Contract:** This contract shall be a one-time contract.
- 2.11 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Director or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such

action as it deems appropriate, including legal action for damages or lack of required performance.

- 2.12 **Owner's Right to Negotiate with the Lowest Bidder:** In the event *all* responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

- 2.13 **M/WBE Participation:** The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/woman owned, small and disadvantaged business participation in construction, professional services, and general procurement.

- a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise "Good Faith Effort" in obtaining the goal established for M/WBE participation.
- b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County's MWBE Coordinator, a report on Minority/Woman Business Enterprise participation.

Goals established for this project is **30% MBE/ WBE combined.**

- c. A Minority/Woman Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/woman individuals (2) and whose daily business operations are managed and directed by one or more of the minority/female owners.
- d. Bidders are required to submit a list of all MWBE subcontractors with their bid, and signed MWBE Affidavits prior to execution of the contract with the County. Any change or substitution of an MWBE subcontractor can be made only after written approval by the County's MWBE Coordinator.

- 2.14 **Good Faith Effort:** Bidders or proposers are required to make a Good Faith Effort, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Forms requiring the signatures of bidders or proposers are enclosed as attachments and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect Good Faith Efforts and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms. For all questions regarding M/WBE participation and Good Faith Effort only, contact: Connell Heyward, Chatham County M/WBE Coordinator, 124 Bull Street, Suite 110, Savannah, GA 31401. Ph (912) 652-7828; Fax (912)652-7951; or cheyward@chathamcounty.org <http://purchasing.chathamcounty.org>

- 2.15 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) will not be considered for contract award. Proposers shall disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered. Also, any contractor or subcontractor that has pending litigation with the County will not be considered for contract award.

All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for the Board, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

- 2.16 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.17 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.18 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The *Chatham County Procurement Ordinance, Part IX* shall govern the review and resolution of all protests.

- 2.19 **Insurance Provisions, General:** The selected Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.

It is every contractor's responsibility to provide the County Purchasing and Contracting Department current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

a. **General Information** that shall appear on a Certificate of Insurance:

1. Name of the Producer (Contractor's insurance Broker/Agent).
2. Company(s) affording coverage.
3. Name and Address of the Insured (Company or Parent of the firm Chatham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Chatham County).

Chatham County as an Additional Insured: Chatham County invokes the defense of sovereign immunity. In order not to jeopardize the use of this defense, the County is not to be included as an Additional Insured on insurance contracts.

b. **Minimum Limits of Insurance** to be maintained for the duration of the contract:

1. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards.

Minimum limits

General Aggregate:	\$2,000,000
Products Completed Operations Aggregate:	\$2,000,000
Each Occurrence Limit:	\$1,000,000
Personal Injury Limit:	\$1,000,000
Damage To Premises Rented To You	\$1,000,000 Any One Event
Medical Expenses	\$ 5,000 Any One Person

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.
- ii. No exclusions for subcontractors
- iii. Shall include current operations, ongoing operations and completed operations (no exclusions of these)

2. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim.

Minimum limits:

Part A: Workers Compensation: Statutory (include State of Georgia)

Part B: Bodily Injury By Accident: \$500,000 Each Accident

Bodily Injury By Disease: \$500,000 Policy Limit

Bodily Injury By Disease: \$500,000 Each Employee

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.

3. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.

4. **Commercial Umbrella:**

Limits: \$25,000,000 per Occurrence.

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.
- ii. This umbrella shall cover over Commercial General Liability, Commercial Auto and Employers Liability (Part B of Workers Compensation)

5. **Builder's Risk:** (For Construction or Installation Contracts)

Covers against insured perils while in the course of construction.

Minimum Limits: All-Risk coverage equal 100% of contract value

Coverage Requirements: Coverage shall remain in force until final acceptance of the project is granted by the Chatham County Board of Commissioners. Also, the policy shall grant permission to occupy prior to acceptance.

Policy Form: Special form including wind, flood and earthquake.

Sub limits (Minimum)

Property In Transit: \$1,000,000

Property At Temporary Location: \$1,000,000

Ordinance and Law: \$1,000,000
Demolition: \$1,000,000
Increased Cost Of Construction: \$1,000,000
Debris Removal: \$1,000,000
Expediting Expenses: \$1,000,000
Extra Expense: \$1,000,000
Soft Cost / Delay In Construction or Completion: \$1,000,000
Mechanical Breakdown: \$1,000,000
Mold / Fungus / Other Pathogens: \$250,000
Hot & Cold Testing: \$1,000,000

Deductibles: (Any deductibles are responsibility of the contractor)
All Perils Including Wind: \$50,000 or Less
Flood: \$50,000 or Less
Earthquake: \$50,000 or Less

Required Endorsements and Evidence of Property:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and / or employees and must be attached to the Certificate of Insurance.
- ii. Loss Payee Clause in favor of Chatham County Board of Commissioners and its agents and / or employees
- iii. No coinsurance provision
- iv. No collapse exclusion
- v. No water Damage exclusion / limitation
- vi. No warranties suspending coverage

6. Payment and Performance Bond

The Payment and Performance Bond shall each be for 100% of the contract value.

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.
- ii. Bond shall extend for entire period of the project/final acceptance by Chatham County Board of Commissioners and its agents and /or employees

c. Special Requirements:

1. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
2. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
3. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.

4. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
5. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the Contract.
6. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
7. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
8. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.
9. No exclusions for subcontractors.
10. Chatham County Board of Commissioners is not responsible for any of the property used in or owned by contractor.
11. All deductibles in the coverage are the responsibility of Named Insured (contractor) on policy

d. **Additional Coverage for Specific Procurement Projects:**

1. **Professional Liability:** (for design contracts) Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. The Consultant also agrees to indemnify for costs of preparing and defending lawsuits from consulting work, projects and services provided.

Minimum Limits: \$1 million per claim/occurrence

Coverage Requirement: If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if tail coverage has been purchased and the duration of the coverage.

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.

- ii. Policy shall provide a thirty (30) day cancellation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.

2. **Pollution Liability:** Not used on this project.

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

- a. Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- b. Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.
- d. Whether the bidder has made a Good Faith Effort to meet the M/WBE goals set forth.

2.21 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Director or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

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

2.23 **Payment to Contractors:** Instructions for invoicing the County for services and products delivered to the County are specified in the General Conditions.

- a. Questions regarding payment shall be directed to the County's Project Manager.
- b. Contractors will be paid the agreed upon compensation upon satisfactory performance of the work in accordance with the Schedule of Values approved by the County's Project Manager.

- c. With each monthly Pay Application, the Contractor will provide the County with an affidavit certifying all subcontractors, suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- d. With each Pay Application, the Contractor shall submit a monthly M/WBE Participation Report.
- e. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract.

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

2.25 **Security and Immigration Compliance Act and Systematic Alien Verification for Entitlements (SAVE):** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. Download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>, to find the E-Verify information.

O.C.G.A. § 50-36-1, requires Georgia's counties to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the County are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

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

2.27 **Georgia Open Records Act:** The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of

a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

The Bidder and their bid price in response to ITBs will be read aloud at public bid openings. After bid opening, the bids shall be available for public viewing. Chatham County shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the County, at any time during the solicitation evaluation process.

2.28 **Contractor Records:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. This is contract specific to the County contracts only.

2.29 **Exceptions:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a

statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

- 2.30 **Georgia Trade Secret Act of 1990:** In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.31 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.
- 2.32 **Patent Indemnity:** Except as otherwise provided, the successful Bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including cost and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.33 **Performance Evaluation:** Should Contractor performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor Complaint Form or a Performance Evaluation to the County Purchasing Director.
- 2.34 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms.

END OF SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BID FORM
ITB # 17-0074-4

Project: **MEMORIAL STADIUM**

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

Bid from:

COMPANY NAME (BIDDER)

STREET ADDRESS

CITY

STATE

ZIP

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

Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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

Addendum No.	Date	Addendum No.	Date

It is the Bidder's responsibility to verify that any and all addendum /amendments have been received prior to submission of the bid. In case any Bidder fails to acknowledge receipts of any such amendments in the space provided on the Bid Form, the bid will nevertheless be construed as though the amendments have been received and acknowledged, and the submission of the bid will constitute acknowledgement of the receipt of amendments.

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

obtain for itself any advantage over any other Bidder or over OWNER.

(l) BIDDER has reviewed the plans and specifications and does not find any portion of the plans and specifications not constructible.

(m) BIDDER agrees that the cost of any work, materials, services, or expenses, which are not specifically delineated in the Bidding documents but which are incidental to the scope, intent, and completion of the Work, are included in the bid price.

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

5. BIDDER agrees that in the event only one bid is received, the County reserves the right to keep the bid (unopened) but postpone the bid opening for one week to solicit other bids.

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

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

7. The undersigned further agrees that in case of failure on his part to execute the said Contract and provide the Performance and Payment Bond (100% of contract value each) within thirty (30) consecutive calendar days after Award of the contract, the Cashiers' check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned agrees that if determined to be the successful bidder, shall within fourteen (14) consecutive calendar days submit the list of all Subcontractors (including MWBE subcontractors Letters of Intent) prior to execution of the contract.

8. BIDDER agrees that if awarded the contract, work shall begin within ten (10) consecutive calendar days after receipt of the Notice to Proceed, and shall complete the work as follows:

- a. Phase 1 - including all site work, Grandstands (H1, V1), Press Box, Synthetic Turf Field, End Zone buildings E1 and E3, landscaping and Memorial shall be completed by July 31, 2018, in time for use for the 2018 football season.
- b. Phase 2 -- including end zone building E2 and all contract work shall be completed (i.e. achieve Substantial Completion of the entire Work) within four hundred (400) consecutive calendar days after the ten day period.

9. The BIDDER agrees that the Owner will sustain extensive damage and serious loss as a result of the Contractor's failure to complete the work within the time noted in the Invitation to Bid. BIDDER agrees that in the event of failure to complete the work within the time frame stipulated in Item 8 of the Bid Form that it will be difficult to measure the damages for delay, but agrees that the amount of daily damages stated herein are reasonable, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty:

- a. For Phase 1 Construction referenced in Item 8a
The amount of Dollars Eight Hundred Fifty (\$850) per day for each consecutive calendar day beyond July 31, 2018.
 - b. For Phase 2 Construction (all contract work)
The amount of Dollars Two Thousand (2,000) per day for each consecutive calendar day beyond the contract duration.
10. BIDDER shall obtain and maintain all licenses, permits (refer General Conditions for permit fee), liability insurance, workman's compensation insurance and comply with any and all standards or regulations required by Federal, State or County statutes, ordinances and rules during the performance of any work related to this bid. Any other requirement specifically set forth in any contract document between the BIDDER/Contractor and the County shall be supplemental to this section and not in substitution hereof.
11. BIDDER agrees to provide a one (1) year warranty from project acceptance for the entire Work and additional warranties as stated in the Specifications/Project Manual(s).
12. BIDDER agrees that the following documents are attached to and made a condition of this Bid Form
 - (a) Bid Schedule
 - (b) Alternates
 - (c) Unit Prices
 - (d) Grandstand Seating and Synthetic Turf Playing Field Systems Qualification Checklist
13. The Bidder further agrees to accomplish all work and provide all material for the lump sum bid price stated below and understands that the lump sum bid price is subject to adjustment by either increase or decrease, through a properly executed change order.
14. BIDDER certifies that his/her bid shall not be withdrawn for sixty (60) days from the date on which his bid is publicly open and read.
15. BIDDER will complete the Memorial Stadium in accordance with the Bidding and Contract Documents for the following price (s):

BASE BID	
LUMP SUM BASE BID PRICE:	\$ _____
	IN FIGURES
	IN WORDS

Bid Form Continued

BID SCHEDULE – Memorial Stadium
ITB # 17-0074-4

Indicate below the value of Work included in the Base Bid for each line item. Award will not be based on the line item breakdown. Information shall be used to identify disparity in bids and to co-relate to the Schedule of Values.

	Description	Unit	Cost
1	Mobilization	Lump Sum	\$
2	General Conditions	Lump Sum	\$
3	Bonds	Lump Sum	\$
4	Insurance	Lump Sum	\$
5	Demolition	Lump Sum	\$
6	Concrete	Lump Sum	\$
7	Masonry	Lump Sum	\$
8	Steel Structural and Miscellaneous	Lump Sum	\$
9	Metal roof	Lump Sum	\$
10	Doors and Windows	Lump Sum	\$
11	General Construction	Lump Sum	\$
12	Mechanical	Lump Sum	\$
13	Electrical	Lump Sum	\$
14	Plumbing	Lump Sum	\$
15	Data and Telecommunications	Lump Sum	\$
16	Grand Stands – Bleacher, Seating, Press Box	Lump Sum	\$
17	Synthetic Turf Field	Lump Sum	\$
18	Site work	Lump Sum	\$
19	Scoreboard / PA System	Lump Sum	\$
20	Sports Equipment	Lump Sum	\$
21	Conveying Systems	Lump Sum	\$
22	Other	Lump Sum	\$
23	Contractor OH & Profit	Lump Sum	\$
24	Owner Field Condition Allowance	Lump Sum	\$ 240,000
	TOTAL *		\$

* Note: TOTAL must include the Owner Field Condition Allowance. TOTAL must be equal to the Lump Sum Base Bid Price listed on the Bid Form. If sum of the individual line items is different that the TOTAL, the amount listed for the TOTAL and on the Lump Sum Base Bid Price shall prevail.

End of Bid Schedule

ALTERNATES

For a full description of Alternates refer Division 01, Section "Alternates". Bidders must submit a bid for each Alternate listed. Price shall be for the complete installation of the work including all labor, material, equipment, delivery, taxes, Overhead and Profit, Bonds and Insurance.

Chatham County reserves the right to select none/ any one/ or more of the Alternates without any order of priority. The County reserves the right to negotiate the cost of any Alternate. For any accepted Alternate, work shall be executed under the same conditions as other work of the Contract.

Alternate	Description	Lump Sum Cost
Alternate #1	End Zone Building Level Two Finishes	
	Add	\$
	Deduct	\$
Alternate #2	Alternative Temperature Reducing Synthetic Turf Infill	
	Add	\$
	Deduct	\$
Alternate #3	Playground Equipment	
	Add	\$
	Deduct	\$
Alternate #4	Ornamental Masonry Piers at Perimeter Ornamental Fencing	
	Add	\$
	Deduct	\$
Alternate #5	Recreational/Walking Track	
	Add	\$
	Deduct	\$
Alternate #6	Video Board add-on to Score Board	
	Add	\$
	Deduct	\$
Alternate #7	Structural Steel Powder Coat Finish	
	Add	\$
	Deduct	\$

End of Alternates

UNIT PRICES

For a full description of the Unit Prices refer Division 01, Section "Unit Prices". Bidders must submit a price for each Unit Price item listed. Prices shall include all labor, material, equipment, Overhead and Profit, Bonds and Insurance. Chatham County reserves the right to use any one/ more/none of the Unit Price items. The County reserves the right to negotiate the cost any Unit Price item.

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

Unit Price No.	Description	Cost	Unit
Unit Price #1	Excavation, Disposal, Backfill of Unsuitable Soils	\$	CY

End of Unit Prices

Bid Form continued

GRANDSTAND SEATING AND SYNTHETIC TURF PLAYING FIELD SYSTEMS QUALIFICATION CHECKLIST

1. General

a. The Grandstand Seating and Synthetic Turf Playing Field Systems Qualification Checklist is part of the Bid Form. Not including or not answering any item on the checklist with clarity may disqualify the bid.

b. The intent of this checklist is to secure a competent grandstand manufacturer and a competent synthetic turf playing field system manufacturer and installer(s) under the Contractor. It establishes a minimum baseline to bid the project. It is neither intended to prequalify subcontractors or to restrict competitive bidding on the grandstand system or synthetic turf playing field system.

c. The form is to be submitted by the Contractor with the Bid. By submitting this form the Contractor assures the Owner that their proposed grandstand manufacturer, synthetic turf playing field system manufacturer, subcontractor(s), installer(s) and all other trades involved with the grandstand and synthetic turf playing field system work have reviewed and approved the responses indicated on this form.

d. No other supporting documents are required at bid. Within 7 calendar days after Bid Opening (and prior to Contract Award), the successful bidder shall provide to the Owner/Architect supporting documentations listed here as part of the Bid review and analysis.

e. This form is applicable for the Grandstand seating and Synthetic turf playing field systems. Refer to technical specification sections 131250 and 321813 for additional requirements.

f. Division 1, General Conditions, Special Conditions and all other bid documents will apply for all other requirements including Substitutions, Equal Products, approved procedures, etc.

2. Checklist – Indicate Yes or No

No.	Description	Response
1	Grandstand Seating System	
a	Grandstand assemblies shall be capable of resisting the Design Loads as stated in Section 131250-1.4A	
b	Grandstand assemblies shall be capable of meeting the Serviceability Requirements as stated in Section 131250-1.4B	
c	Manufacturer shall provide a qualified representative at all times during installation of grandstand.	
d	Manufacturer meets required AISC Certification as stated in Section 131250-1.6A	
e	Manufacturer meets required experience as stated in Section 131250-1.6B	
f	Manufacturer shall provide references for projects per Section 131250-1.6B. References shall include name of project, size, product used, Owner and AE name and contact information.	
g	Installer is factory trained and a certified representative of the manufacturer.	

h	Installer meets required experience as stated in Section 131250-1.6C	
i	Installer shall provide references for projects per Section 131250-1.6C. References shall include name of project, size, product used, Owner and AE name and contact information.	
j	Contractor confirms that manufacturer has submitted a product sample of the triple lock welded deck to the Architect, before the last day for written questions stated in the ITB, for verification and approval as stated in Section 131250-1.7F	
k	Contractor agrees to provide all necessary documentation to support items a through i above at Bid Review/Analysis.	
l	Contractor agrees to furnish the Owner with the Grandstand Manufacturer's warranties for labor and materials as stated in Section 131250-1.8	
2	Synthetic Turf Playing Field System	
a	Sports field contractor has installed at least six (6) artificial turf infill fields larger than 50,000 SF in the last three (3) years as stated in Section 321813-1.6A	
b	Synthetic turf contractor has been approved by the synthetic field surfacing materials manufacturer as stated in Section 321813-1.6B	
c	Synthetic turf installation shall be performed by a firm, superintendent and crew having completed at least six (6) fields in the last three (3) years as stated in Section 321813-1.6B	
d	Contractor shall comply with all Quality Control methods and requirements related to sampling, testing, and the safety of synthetic turf playing field system materials as stated in Section 321813-1.7	
e	Synthetic Turf Playing Field System contractor shall in accordance with Section 321813-1.5C-4, provide a certified list of successful existing installations referenced in Item 2c above and shall include name of project, size, product used, Owner and A/E name and contact information	
f	Contractor agrees to provide all necessary documentation to support items a through e at Bid Review/Analysis.	
g	Contractor agrees to furnish the Owner with the Synthetic Turf Playing Field System Manufacturer and Installer warranties and guarantees as stated in Section 321813-1.10	

End of Qualification Checklist

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Invitation for Bid and certify that I am authorized to sign this bid for the Bidder.

This _____ day of _____ 20 .
(Please Type or Print)

COMPANY NAME

AUTHORIZED PERSON TO SIGN

STREET ADDRESS

X

SIGNATURE

CITY

TITLE

STATE / ZIP

TELEPHONE NUMBER

COMPANY NAME

FAX NUMBER

EMAIL ADDRESS

Attached:

- a. Bid Schedule
- b. Alternates
- c. Unit Prices
- d. Grandstand Seating and Synthetic Turf Playing Field Systems Qualification Checklist

END OF BID FORM

CHATHAM COUNTY, GEORGIA SURETY REQUIREMENTS

Bidder shall post a bid bond, certified check or money order payable to the Chatham County Finance Department in the amount of five percent (5%) of the amount of the bid price.

A Performance Bond for one hundred percent (100%) of the contract amount will be required of the successful bidder at Contract award. A Payment Bond for one hundred (100%) of the contract award will be required of the successful bidder at Contract award.

The Bidder further certifies that his/her bid shall not be withdrawn for sixty (60) days from the date on which his bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized Chatham County Contract, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with Chatham County to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish a Performance Bond and Payment Bond, and acknowledges Chatham County's right to require a Performance Bond and Payment Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Bid Bond as liquidated damages if he/she fails to enter a contract with Chatham County as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid, and/or;

COMPANY: _____

SIGNATURE: _____

TITLE: _____

TEL NO: _____ DATE: _____

BID ATTACHMENT A
DRUG - FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of *Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia* annotated, related to the **** Drug-Free Workplace****, have been complied with in full. The undersigned certifies that:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (Bidder) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of the contract known as

_____ (Project) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

X _____
BIDDER DATE

X _____
NOTARY DATE

SEAL

BID ATTACHMENT B
PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We)

NAME / TITLE COMPANY

(herein after "Company"), in consideration of the privilege to bid / propose on the following Chatham County project procurement

PROJECT

hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

X _____
SIGNATURE DATE

BID ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgements under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials or workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I _____, as _____ of
NAME TITLE & AUTHORITY

_____, declare under oath that the above
COMPANY

statements, including any supplemental responses attached hereto, are true.

X _____
BIDDER DATE

X _____
NOTARY DATE

SEAL

BID ATTACHMENT D
CONTRACTOR AFFIDAVIT
UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned Bidder 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 CHATHAM COUNTY 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 Bidder will continue to use the federal work authorization program throughout the contract period and the undersigned Bidder will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Bidder with the information required by O.C.G.A. § 13-10-91(b). Bidder hereby attests that its federal work authorization user identification number and date of authorization are as follows:

FEDERAL WORK AUTHORIZATION USER IDENTIFICATION NUMBER

DATE OF AUTHORIZATION

BIDDER

PROJECT

PUBLIC EMPLOYER

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

Executed on _____, 20____ in _____, _____.
MONTH DAY YR CITY STATE

X _____
AUTHORIZED OFFICER OR AGENT DATE

X _____
NOTARY DATE

SEAL

BID ATTACHMENT E

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal, that neither Bidder nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification - the above information is true and complete to the best of my knowledge and belief.

PRINTED OR TYPED NAME OF SIGNATORY

X

SIGNATURE

DATE

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)
AFFIDAVIT VERIFYING STATUS FOR CHATHAM COUNTY BENEFIT APPLICATION**

Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity

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

[BID] G-1

BID ATTACHMENT H **PROPOSED M/WBE PARTICIPATION REPORT**

For this project, Chatham County has established a goal of **30%** for Minority and Women Business Enterprise (M/WBE) Program participation.

NAME OF BIDDER _____

NAME OF PROJECT _____

BID NO. _____

M/WBE COMPANY	CONTACT PERSON	DESCRIPTION OF COMMODITY, MATERIAL OR SERVICE / TRADE M/WBE - % OF CONTRACT
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE _____%
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE _____%
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE _____%
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE _____%
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE _____%
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE _____%

(Attach more sheets if necessary)

MBE Total _____% WBE Total _____% **M/WBE Combined** _____%

The undersigned Bidder must enter into a formal agreement with the M/WBE Company identified herein for the work described in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

X
BIDDER _____ DATE _____

PRINTED NAME _____ ()
PHONE NUMBER _____

BID ATTACHMENT I-1

#1

REFERENCES: Required for projects above \$500,000: For bidders to be responsive, each must provide information on the most recent five (5) projects with similar scope of work as well as information to determine experience and qualifications as follows:

a.

PROJECT NAME _____

LOCATION _____

OWNER _____

ARCHITECT OR ENGINEER FIRM _____

ADDRESS _____

CONTACT _____

CITY, _____ STATE _____

() ()
PHONE FAX

CONTACT _____

EMAIL _____

() ()
PHONE FAX

b.

\$ _____
AWARDED CONTRACT AMOUNT

/ /
PROJECT START DATE

c.

\$ _____
FINAL CONTRACT AMOUNT

/ /
COMPLETION DATE

d.

%
VALUE OF CHANGE ORDERS
AS % OF INITIAL AWARDED CONTRACT AMOUNT

e.

CONTRACTED PROJECT
COMPLETION IN DAYS

f.

PROJECT COMPLETED ON TIME

☐

YES

☐

NO

NO. DAYS EXCEEDED _____

BID ATTACHMENT I-2

#2

REFERENCES: Required for projects above \$500,000: For bidders to be responsive, each must provide information on the most recent five (5) projects with similar scope of work as well as information to determine experience and qualifications as follows:

- a. _____
PROJECT NAME
- _____
LOCATION
- | | |
|----------------------|-------------------------------------|
| _____
OWNER | _____
ARCHITECT OR ENGINEER FIRM |
| _____
ADDRESS | _____
CONTACT |
| _____
CITY, STATE | () ()
PHONE FAX |
| _____
CONTACT | _____
EMAIL |
| () ()
PHONE FAX | |
- b. \$ _____ / /
AWARDED CONTRACT AMOUNT PROJECT START DATE
- c. \$ _____ / /
FINAL CONTRACT AMOUNT COMPLETION DATE
- d. _____ %
VALUE OF CHANGE ORDERS
AS % OF INITIAL AWARDED CONTRACT AMOUNT
- e. _____
CONTRACTED PROJECT
COMPLETION IN DAYS
- f. PROJECT COMPLETED ON TIME
- ☐ YES ☐ NO NO. DAYS EXCEEDED _____

BID ATTACHMENT I -3

#3

REFERENCES: Required for projects above \$500,000: For bidders to be responsive, each must provide information on the most recent five (5) projects with similar scope of work as well as information to determine experience and qualifications as follows:

- a. PROJECT NAME
- LOCATION
- | | |
|--------------------|-----------------------------------|
| <u>OWNER</u> | <u>ARCHITECT OR ENGINEER FIRM</u> |
| <u>ADDRESS</u> | <u>CONTACT</u> |
| <u>CITY, STATE</u> | <u>() ()</u> |
| <u>CONTACT</u> | <u>PHONE FAX</u> |
| <u>() ()</u> | <u>EMAIL</u> |
| <u>PHONE FAX</u> | |
- b. \$ AWARDED CONTRACT AMOUNT / / PROJECT START DATE
- c. \$ FINAL CONTRACT AMOUNT / / COMPLETION DATE
- d. %
VALUE OF CHANGE ORDERS
AS % OF INITIAL AWARDED CONTRACT AMOUNT
- e. CONTRACTED PROJECT
COMPLETION IN DAYS
- f. PROJECT COMPLETED ON TIME
- ☐ YES ☐ NO NO. DAYS EXCEEDED

#4

a. _____
PROJECT NAME

LOCATION _____

OWNER _____

ARCHITECT OR ENGINEER FIRM

ADDRESS

CONTACT

CITY, STATE

() ()
PHONE FAX

CONTACT

EMAIL _____

() ()
PHONE FAX

- b. \$ _____ /
AWARDED CONTRACT AMOUNT PROJECT START DATE

- c. \$ _____ / ____ / ____
FINAL CONTRACT AMOUNT COMPLETION DATE

- d. $\frac{\%}{\text{VALUE OF CHANGE ORDERS AS \% OF INITIAL AWARDED CONTRACT AMOUNT}}$

- e. CONTRACTED PROJECT COMPLETION IN DAYS

- f. PROJECT COMPLETED ON TIME
- ☐ YES ☐ NO NO. DAYS EXCEEDED _____

BID ATTACHMENT I-5

#5

REFERENCES: Required for projects above \$500,000: For bidders to be responsive, each must provide information on the most recent five (5) projects with similar scope of work as well as information to determine experience and qualifications as follows:

- a. _____
PROJECT NAME
- _____
LOCATION
- | | |
|----------------------|-------------------------------------|
| _____
OWNER | _____
ARCHITECT OR ENGINEER FIRM |
| _____
ADDRESS | _____
CONTACT |
| _____
CITY, STATE | () ()
PHONE FAX |
| _____
CONTACT | _____
EMAIL |
| () ()
PHONE FAX | |
- b. \$ _____ / /
AWARDED CONTRACT AMOUNT PROJECT START DATE
- c. \$ _____ / /
FINAL CONTRACT AMOUNT COMPLETION DATE
- d. _____ %
VALUE OF CHANGE ORDERS
AS % OF INITIAL AWARDED CONTRACT AMOUNT
- e. _____
CONTRACTED PROJECT
COMPLETION IN DAYS
- f. PROJECT COMPLETED ON TIME
- ☐ YES ☐ NO NO. DAYS EXCEEDED _____

ADDITIONAL INFORMATION:

1. List previous contracts your company has performed for Chatham County:

a.

PROJECT NAME

DATE

\$
AWARDED COST

\$
FINAL COST

b.

PROJECT NAME

DATE

\$
AWARDED COST

\$
FINAL COST

c.

PROJECT NAME

DATE

\$
AWARDED COST

\$
FINAL COST

2. Has your company ever failed to complete a project? ☐ YES ☐ NO

If YES, provide explanation:

3. Have any projects ever performed by your company been the subject of a claim or lawsuit by or against your company?

☐ YES ☐ NO. If YES, identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution:

BID CHECKLIST

All items listed below must be submitted with the Bid. Sign below and submit this sheet with the bid.

1. Bid Form

- a. Completely filled and signed
- b. All Addenda acknowledged
- c. Bid Schedule completed
- d. Alternates completed
- e. Unit Prices completed
- f. Grand Stand Seating and Synthetic Turf Playing Filed Systems Qualification Checklist

2. Bid Bond

- a. Original Bid Bond for 5% of bid
- b. Surety Requirements

3. Bid Attachments

- a. A – Drug Free Work Place
- b. B – Promise of Non Discrimination
- c. C – Disclosure of Responsibility
- d. D – Contractor Affidavit E Veirfy
- e. E – Debarment
- f. F – Affidavit regarding Lobbying
- g. G – SAVE
- h. H – MWBE Participation
- i. I – References (5)

4. Bid Check List

NAME/TITLE: _____

COMPANY: _____

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01 – Definitions

Where used in the Bid Documents and Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms. The words shall / will / must are used interchangeably and indicate a required mandatory performance by the Bidder/Contractor. The words Owner and Chatham County shall refer to the same and are used interchangeably.

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

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

Addenda. Supplemental drawings or specifications issued prior to taking receipt of bids which modify or interpret the plans or specifications by addition, deletion, clarification, or corrections. All such addenda are part of the Contract Documents.

As-Built Drawings. Drawings/plans that show the work, as actually installed by the Contractor.

Architect. Shall refer to the Architect of the Owner, or such other Architect, supervisor or inspector as may be authorized by the Owner to act in any particular area of the Contract.

Beneficial Occupancy. The use of the constructed facility by the Owner prior to Substantial/Final completion of the project.

Base Bid. The amount of money stated in the bid as the sum for which the bidder offers to perform the work described in the Bidding documents, prior to the adjustments for alternate bids that have been submitted.

Bid. Offer of a Bidder submitted on the Bid Form setting forth the price or prices of the work to be performed.

Bid Bond. A pledge from a surety to pay the Bond amount to the Owner in the event the Bidder defaults on its commitment to enter into a contract to perform the work described in the Bid documents for the bid price.

Bid/Bidding Documents. Includes the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Form Attachments, Plans, Specifications/Project Manual(s), all Addenda and other information, issued by the Owner to the Bidders prior to the execution of the Contract that describe the proposed work and Contract terms.

Bidder. Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work. Shall encompass the person, business, contractor, supplier, vendor, or other party submitting a bid or proposal to the Owner/Chatham County in such capacity before a contract has been entered into between

such party and the County.

Change Order. A written agreement between the Contractor and Owner which represents an addition, deletion or revision to the Contract Documents, and identifies the change in price, time and describes the scope of work involved.

Contract. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work. The Contract Form and Contract Attachments included herein shall be made a part of the Contract. Chatham County will **not** entertain or accept any changes to the Contract Form.

Contract Documents. The documents that provide the basis for the contract entered into between the Owner and Contractor. Includes the Contractor's Bid Form, Bid Form Attachments, Bid Attachments, all post bid documentation, Plans/drawings, Specifications/Project Manual(s), all Addenda, General Conditions, Special Conditions, executed Contract, Contract Attachments, together with all written amendments, Change Orders, Work Change directives and Field Orders.

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

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

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

Contractor. The individual, partnership, corporation, or combination thereof, including joint ventures that enter into contract with the Owner for the performance of the Work. The Contractor/Vendor of goods, material, equipment or services shall follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the Contract documents.

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

Contractor's Superintendent. Qualified individual appointed by Contractor to be on-site at all times during construction activities, including those of the sub-contractors and who is responsible for overseeing and monitoring all site activities.

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

County. Owner.

Day. Calendar day.

Defective. An adjective which when modifying the word "work" refers to work, including but not limited to the furnishing or installation of materials, that is unsatisfactory, faulty, deficient, or performed in an unworkmanlike manner, in that it does not conform to or meet the requirements of the Contract Documents, any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to a recommendation of final payment.

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

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

Engineer. Refers to the Engineer of the Owner, or such other Engineer, Architect, supervisor or inspector as may be authorized by the Owner to act in any particular area of the Contract.

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

Field Order. An order issued at the site by the Owner or Architect/Engineer to clarify and or require the Contractor to perform work not included in the Contract documents. A Field Order normally represents a minor change not involving a change in contract price or time and may or may not be the basis of a Change Order.

Final Completion. The date when all work has been completed in accordance with the Contract documents, including achieving Substantial Completion and completion of all punch list items.

Force Account. Directed work accomplished by the Contractor for work not in the Contract Documents, paid for on a time and material basis.

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

General Conditions. Section of general clauses that are part of the Contract Documents and included in the Bid Documents that establish how the project is to be administered.

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

Herein. Refers to information presented in said document.

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

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

Liquidated Damages. An amount of money set on a per day basis, which the Contractor agrees to pay the Owner for delay in completing the Work in accordance with the Contract Documents. Liquidated Damages are assessed from the date of Substantial Completion.

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

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

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

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

Plans. The drawings/graphic representations showing the relationships, geometry and dimensions of the elements of the Work, prepared for bidding that describe the proposed Work and as amended by addenda. The plans shall be considered as complimentary to the Specifications/Project Manual.

Project. The Work/undertaking to be performed under the provisions of the Contract.

Project Manual. Specifications prepared for bidding that describe the proposed Work and as amended by addenda.

Project Completion. See Final Completion.

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

Section. For reference or citation purposes, section shall refer to the section, or sections, called out by section number and alphanumeric designator.

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

Special Conditions. Additions or modifications to the General Conditions, which are included with the Bid Documents and form part of the Contract Documents.

Specifications. The Project Manual(s) that consist of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship. The

specifications shall be considered as complementary to the plans.

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

Submittals. The information which is specified for submission to the Owner, Architect/Engineer in accordance with division of the project manual.

Substantial Completion. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Fulfilling the requirements of all permits (including the NPDES) and obtaining the Certificate(s) of Occupancy are necessary to achieve Substantial Completion. Determination of Substantial Completion is **solely** at the discretion of the Owner. Substantial Completion does not mean all work is complete in accordance with the contract nor shall Substantial Completion of all or any part of the project entitle the Contractor to acceptance under the contract.

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

Warranty. Assurance by the Contractor that it will assume stipulated responsibility for its work.

Work. The construction, to include all labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the contract. See Special Conditions.

02 - Laws of Georgia

This Contract shall be deemed to have been executed in Chatham County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

03 – Submittals Prior to Contract

- A. The successful Bidder shall within seven (7) calendar days of the bid opening submit to the Owner (Project Manager) for review by the Architect/Engineer
 - 1. All Proposed Substitutions including "or equal" products where allowed in the Specifications. For submittal and approval processes refer Section Request for Substitution.
 - 2. Additional information stated in the Special Conditions.
- B. The successful Bidder shall within fourteen (14) calendar days of the bid opening submit to the Owner:
 - 1. List of all Sub Contractors.
 - 2. List of all MWBE Sub Contractors for review by the Owner's MWBE Coordinator along with the Letter(s) of Intent (Contract Attachment H). Any changes from the list submitted at bid shall be approved by the Owner's MWBE Coordinator.

04 - Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before, during, or after the execution of this Contract, shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract, nor shall such verbal agreement or conversation entitle the Contractor or his subcontractors to any additional payment whatsoever under the terms of this Contract. All changes to this Contract shall be in writing and appended hereto as prescribed in Section Changes to Contract.

05 - Changes to Contract

The Owner may, at any time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the Contractor's compensation as more fully described in Sections Changes in Work and Change Orders, which are mutually agreed upon by and between the Owner (Board of Commissioners) and the Contractor, shall be incorporated in written amendments to this Contract. Each additional amendment shall be properly attested to by the original signatories of this Contract.

06 - Bonds

The Contractor shall furnish Payment and Performance bonds (100% each) with good and sufficient surety or sureties acceptable to the Owner for the protection of persons furnishing materials or labor in connection with the performance of the work. The penal sum of such payment and performance bond will be 100% of the contract price. The total cost of such bonds shall be included in the base bid price. The bonds required hereunder will be dated as of the same date as the contract and will be furnished to the Owner at the time the contract is executed. These bonds shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent, and shall have a proper Power of Attorney evidencing the authority of the individual signing the bond. Included with the Bonds shall be a signed Affidavit on the form provided herewith.

These bonds are required in order to protect the Owner with a financial guarantee against the event of a default of the Contractor that results in non-performance of the services, or to the Contractor's non-payment of its contractual obligations incurred during the performance of the Work.

Bidders are to include in their Bid Form the actual cost of all bonds, including any contractor mark up(s).

07 - Contractor's Insurance

A. Liability.

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

Contractors Liability Insurance shall be effective for the duration of the work as described in the Contract Documents, including authorized change orders, plus any period of guarantee as required in Section General Warranty and Guarantee against Defective Work. All insurance carriers must have a current A.M. Best Rating of A or better. The Owner requires from the Contractor full copies of all policies and endorsements as pertains to this project.

08 - Indemnification

A. Owner

The Contractor agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its Commissioners, officers, agents, and employees from and against and all liability, damages, claims, suits, liens, and judgements, of any nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Contractor or its subcontractors. The Contractor's obligation to protect, defend,

indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by an employee of the Contractor or his subcontractors or anyone directly or indirectly employed by any of them.

B. Owner's Agents

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

The Contractor's obligation to indemnify the Owner and the Owner's Agents under this section shall not be limited in any way by the agreed upon Contract price or to the scope and amount of coverage provided by any insurance maintained by the Contractor. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

09 - Business License

Contractors and subcontractors shall have current Georgia and local (County) Business Licenses, and shall furnish such licenses prior to entering into a contract with the Owner.

10 - Independent Contractor

The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its subcontractors, agents or employees to be the agent, employee or representative of the Owner.

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

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants,

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

The JV or CT Agreement shall be provided in writing to the Owner clearly defining the scope of service (deliverables) of each teaming partner, roles (Project Manager), lines of authority, payment arrangements, bonding, insurance, the Ownership Percentage, percentage of project cost or actual cost the JV or CTA sub-contractor (partner) is receiving for service.

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

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

12 - Successors' Obligations

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

13 - Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, national origin, place of birth, physical handicap, or marital status.
- B. The Contractor shall in all solicitations or advertisements for qualified employees shall take affirmative action to employ applicants without regard to race, creed, religion, color, sex, national origin, place of birth, physical handicap, or marital status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- C. The Contractor shall include the foregoing provisions in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14 – Georgia Security and Immigration Compliance Act

Pursuant to O.C.G.A. § 13-10-91 (Georgia Security and Immigration Compliance Act), every

public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

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

- A. Contractor acknowledges that the awarding of this contract is conditioned upon initial and ongoing compliance by the contractor and any subcontractor with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor;
- B. The requirements of O.C.G.A. § 13-10-91 pertaining to registering and participating in a federal work authorization program apply to public employers, their contractors, and subcontractors, as follows:
 - 1. On or after July 1, 2007, to contractors and subcontractors of 500 or more employees;
 - 2. On or after July 1, 2008, to contractors and subcontractors of 100 or more employees; and
 - 3. On or after July 1, 2009, to all other contractors or subcontractors.
- C. Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an indication of the employee-number category applicable to the subcontractor.
- D. Contractor agrees that its compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by execution of the Contractor Affidavit which is attached hereto and which shall be a part of this contract.
- E. Contractor agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the subcontractor's execution of a Subcontractor Affidavit provided by the Owner. Contractor shall maintain records of such attestation for inspection by the Owner at any time. The Subcontractor Affidavit shall become a part of the contractor/subcontractor agreement.

15 - Preference for Local Labor and Purchases

The Contractor agrees, as part of the consideration to Chatham County for the making of this Contract, that the Contractor and all of its subcontractors in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than the prevailing wage for Chatham County; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent practicable, (Local Vendor Preference Ordinance applies to general procurement of

materials/supplies). The Contractor will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor.

16 - Assignment

The Contractor shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Contract without the written consent of the Owner. The Owner shall have the right to reject the assignment or sub-letting of any portion of the Contract by the Contractor. Assigning or sub-letting the Contract shall not relieve the Contractor or his surety from any Contract obligations.

17 - Notices

All notices shall be in writing and any notices, demands and other papers or documents to be delivered to Chatham County, Georgia, under this Contract shall be delivered to the County's Project Manager at the address stated in the Special Conditions, or at such other place or places as may be subsequently designated by written notice to the Contractor.

All written notices, demands and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the address stated on the Contractor's Bid Form.

18 - Prohibited Interests

- A. Conflict of Interest. The Contractor and its subcontractors warrant that it has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having any such interest shall be employed.
- B. Interests of Public Officials. No member, officer, or employee of the Owner, during his tenure shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- C. Anti-Kickback Clause. The Contractor shall comply with all applicable Anti-Kickback laws and shall insert appropriate provisions in all subcontracts covering work under this Contract.

19 - Covenant against Contingent Fee

The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bonfide employee working for the Contractor, any fee, commission, percentage, brokerage fee, or any consideration, contingent upon or resulting from the award or making of this Contract. For any such breach or violation, the Owner shall have the right to annul this Contract without liability, or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20 – Submittals following Award of Contract

Within seven (7) calendar days following the award of the Contract, the Contractor shall submit for review by the Owner, Architect/Engineer

A. Schedule of Values

The Schedule of Values shall be on AIA form G703 and shall be provided for each building and each major component of the Work. For each building and major component, the Contractor shall assign costs to each trade and to major tasks within each trade. The breakdown shall be to the level as required by the Owner, so as to easily enable review of the Application for Payment by the Owner, Architect/Engineer. The Schedule must aggregate to the total Contract Sum. The Contractor shall include individual line items for mobilization, Contractor's General Conditions, Insurance, Bonds and Contractor's profit. The cost against each line item task in the Schedule of Values shall include the total cost for material, labor, equipment, and related incidentals for installing the Work. Payment shall be made on the basis of percentage of work completed and in place. For items that cannot be quantified as such, Contractor shall list them as additional line items to bill against.

The approved Schedule of Values shall serve as the basis for the Contractor's monthly Application for Payment. The dollar amounts listed against individual line items shall be used by the Owner to determine the cost or credit to the Owner resulting from any changes in the Work, and to verify payments to subcontractors.

B. Construction Schedule

The Contractor shall submit a detailed Construction Schedule that shows the order in which the Contractor proposes to carry on the work, along with the start and completion dates for the various stages/tasks of the work. The schedule shall be in a bar graph form suitable for periodic updating to show actual work completed. Refer Specifications for additional information. Within fourteen (14) calendar days after receipt of the submittal, the Owner, Architect/Engineer shall review the submitted schedule for general conformance and return with comments. The contractor shall incorporate the revisions which shall henceforth serve as the accepted Construction Schedule.

21 - Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local (including Chatham County and City of Savannah) laws, ordinance, rules, regulations and lawful orders of public authorities relating to the Project. This shall include but not be limited to building code, permits, local ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or in any way affect the conduct of the work. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Owner, Architect/Engineer in writing.

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

subcontractor.

22 - Taxes

The Contractor shall pay any and all State sales or use taxes on the materials and value added to this project.

23 - Royalties and Patents

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

24 - Permits and Regulations

The Contractor shall obtain and pay (except those specifically excluded below) for all construction permits, licenses, and easements, including those of a temporary nature necessary for the execution of the work. The Contractor shall pay all governmental charges, inspection fees and all utility charges for connections to the work necessary for the execution of the Work. The Contractor shall obtain but not be required to pay the fees listed below:

A. Building Permit

The Contractor shall meet all permit requirements, and obtain the building permit from the Chatham County Building Safety and Regulatory Services. The Contractor shall not be required to pay the Building and inspection permit fees due to the Chatham County Building Safety and Regulatory Services. Fees due to any other agency shall be the Contractor's responsibility. The number of building permits shall be limited to the minimum possible. An additional permit may be allowed for each standalone building and each phased occupancy only – refer Special Conditions.

B. Site Permit

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

C. NPDES Permit

The project is governed by NPDES regulations. The Owner shall be responsible for obtaining the NPDES permit and its associated fees. The Contractor is a co-signee of the NPDES permit and shall sign the Notice of Intent and Notice of Termination forms. Filing of the Notice of Intent and Notice of Termination, collecting and testing of samples, and monthly inspections and reporting to the State shall be done by the Owner. The Contractor

is responsible for the installation and continued maintenance of all soil erosion measures, devices and BMPs, compliance with the permit and Erosion and Sedimentation Control plans and daily and weekly monitoring of the job site as required by the permit.

D. Water and Waste Water Tap in Fee

The Contractor shall not be responsible for the following fee due to the City of Savannah - Water Tap fee, Sewer Tap fee, Reclaimed Water Connection Fees, Treatment Plan Fees. All other costs are by the Contractor. Contact City of Savannah to determine the fee(s) amount.

The water service lateral serving the facility shall be installed by the contractor from the water main to the meters. The City of Savannah will only make the wet tap. Costs associated with the material and installation of the water meter, tap(s), other appurtenances and the cost of televising the storm and sewer shall be by the Contractor. For City of Savannah water and sewer line locations, Contractor shall contact the Utilities Protection Center at 1-800-282-7411, a minimum of 72 hour prior to digging.

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

25 - Lands for Work

The Owner shall provide, as indicated on the drawings and no later than the date when needed by the Contractor as indicated by the approved Construction Schedule, the Lands upon which the work under this Contract is to be done, rights-of-way for access to same, and such other lands which are designated on the drawing for the use of the Contractor. Any delay in the furnishing of these Lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract Price and time of completion.

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

26 - Lot Corners

In the course of the construction work, it may be necessary to disturb and remove the established lot or property corners of some of the properties. The Contractor shall be required to record all property corners and replace them after the construction is completed. Any lot or property corners removed, damaged or destroyed by the Contractor's operations shall be replaced at the expense of the Contractor by a Land Surveyor registered in the State of Georgia. The Contractor shall provide certification from the Land Surveyor for all reset property corners.

27- Protection of the Public and Property

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

28 - Protection of the Owner's Property

The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent private and public property, as provided by Law and Contract Documents. Before parking any heavy equipment on property of the Owner, the contractor must request and receive permission from the Owner.

29 - Access

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

30 – Preservation and Restoration

- A. The Contractor shall use every precaution to prevent damage or destruction of County buildings on site and other buildings adjacent to the site, access roads, utilities and shrubbery. The Contractor shall provide appropriate personnel / an approved consultant whose responsibilities shall be to provide direct supervision. He shall protect and carefully preserve from disturbance and damage all survey land monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and such monuments and markers shall be properly and accurately restored at no cost to the Owner.
- B. When direct or indirect damage or injury is done to public or private property (including access roads) by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before the damage was done, by repairing or otherwise restoring, or he shall make good such damage in an acceptable manner. All restoration by the Contractor shall be accomplished as soon as construction in the disturbed area is complete.
- C. Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other contractors, or to the Owner.
- D. Prior to commencing work on private property, the Contractor shall contact the Owner and/or occupant seven (7) days in advance of the time work will commence.
- E. The Contractor shall keep the premises, rights-of-way and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the work, and progressively as the work is completed he shall remove all waste materials, rubbish and debris from and about the work areas as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean. Prior to approval of a request for partial payment, the Contractor shall clean-up the work areas where construction has been performed during the period for which payment is requested.
- F. When the work involves the laying of utility lines across grassed areas, streets, sidewalks, and other paved areas, it shall be the responsibility of the Contractor to

restore such areas to their original sound condition using construction techniques and materials, which are the same as existing. In the case of planted areas, Contractor shall maintain the restoration work until positive growth has evidenced.

- G. In case of dispute, the Owner may remove the trash and surplus materials or perform restoration work and charge the cost to the Contractor.

31 - Load Limits

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

32 - Maintenance of Traffic and Sequence of Operation

- A. General: The following requirements will apply:

1. The work shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic.
2. No property owner shall be denied vehicular access to his property for any length of time, other than that, as determined, by the Owner or Architect/Engineer, is absolutely necessary.
3. Two-way traffic must be maintained on all public roads and streets, except that during periods of off-peak use, one-way traffic, properly controlled by flagmen, will be permitted at the discretion of the Owner/Architect/Engineer. Each time that there is to be a change in the number of lanes open to traffic, this shall be reviewed by the Architect/Engineer and approved by the Owner.
4. The Owner may approve detours around construction when one lane traffic open is impossible.
5. Trenches shall be opened for only the amount of pipe that can be laid in one (1) day plus 200 feet. Trenches shall be backfilled and compacted as soon as the pipe is laid. Where access to parking lots is to be denied, the Contractor shall advise each property owner one (1) day in advance of the time the parking lots will be inaccessible.

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

1. Materials Required.

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

Fluorescent orange cap, vest and flag for flagmen.

Fluorescent orange traffic cones, 24" high.

2. Placement and Erection.

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

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

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

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

C. Safety.

The Contractor performing the work shall be responsible for the erection and maintenance of all traffic control devices during construction. At the end of work each day, the Contractor shall remove all equipment, tools, and any other hazards in the traveled portion of the roadway. When construction necessitates suspension of an existing traffic signal operation, the Contractor shall furnish an off-duty police officer to regulate and maintain traffic control at the site.

D. Enforcement.

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

E. Compensation.

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

33 - Survey Information

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

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

34 - Existing Utilities

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

The Contractor shall call, by law, the responsible Utility Locator(s) and request that all owners of utilities, including gas companies, electric companies, telephone companies, cable television companies and governmental units, prior to starting any excavation of the project locate and mark their respective facilities. The Contractor shall include in the Construction Schedule the time required for all utilities to be located.

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

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

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

The Contractor shall familiarize himself with and comply with the provisions of O.C.G.A. Section 25-9-1 et. seq.

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

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

For relocation of any wet utilities including water, sewer, storm etc. the Contractor is responsible

for the coordination and cost of such relocations including meeting the requirements and ordinances of the wet utility owner.

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

35 – Work in Existing Buildings

The Contractor shall provide the Owner twenty one (21) calendar days advance notice before beginning work in an existing / occupied building.

36 – Entry

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

37 – Rights of Various Interests

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

38 - Responsibilities of the Contractor

The Contractor shall secure at own expense all personnel and equipment necessary to complete the scope of work of this Contract, none of whom shall be employees of, nor have any contractual relationship with the Owner.

A. Subcontractors, Manufacturers and Suppliers.

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

B. Contractor's Employees.

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

C. Payment for Labor and Materials.

The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become

due and payable, but within fifteen (15) days. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner. See Exhibits A, B & C.

D. Attention to Work.

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

E. Employee Safety.

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

F. Public Safety and Convenience.

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

G. Cooperation with the Owner's Contractors and other Government Agencies

If the Owner undertakes or awards other contracts for additional related work, the Contractor and its subcontractors shall fully cooperate with such other Owner's contractors and other Government agencies and carefully fit its own work to such additional work as may be directed by the Owner. The Contractor and its subcontractors shall not commit or permit any act which will interfere with the performance of work by any of the Owner's contractors or employees.

H. Cooperation with the Owner's Inspector

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

39 - Authority of Contractor

A. Contractor's Representative.

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

B. Construction Procedures.

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

40 - Material, Equipment and Workmanship

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

41 - Obligations and Liability of the Contractor

The Contractor shall do all the work and furnish all the materials, tools, and appliances, and everything necessary for properly performing and completing the Work required by the Contract, in the manner and within the time specified. All work shall be completed to the satisfaction of the Owner, and in accordance with the Plans and Specifications, at the prices herein agreed upon and fixed therefore. All the work, labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the directions of the Architect/Engineer as given from time to time during the progress of the work, under the terms of this Contract. All Contractor's personnel engaged in the Work shall be fully qualified and shall be permitted or authorized under law to perform such services.

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

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

The Contractor shall conduct his work so as to interfere as little as possible with the day to day operations of the County. He shall, at his own expense, wherever necessary, or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

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

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

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

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

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

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

42 – Contractor's Employees

The Contractor shall through the course of the contract employ and maintain an adequate and skilled workforce necessary to perform the Work in accordance with the Contract Documents and to complete the Work within the specified Contract time. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the Work any unfit person or anyone not skilled in the work assigned to him. If at any time before the commencement or during the progress of Work, work force, tools, equipment or supervision appear to the Owner, Architect/Engineer to be insufficient, inefficient or inappropriate to secure the quality of work required or the proper rate of progress, the Owner,

Architect/Engineer may order the Contractor to increase their efficiency, to improve their character, skills, augment their number, or substitute new tools, plant or equipment, as the case may be, and the Contractor shall conform to such order; but the failure of the Architect/Engineer to demand such increase of efficiency, number, or improvements shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner.

43 – Contractor Omissions

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

44 - Construction Buildings

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

45 - Electrical Energy

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

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

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

The Contractor shall remove all temporary electrical service and appurtenances prior to final acceptance by the Owner.

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

46 - Water Supply

The Contractor shall provide all water required to successfully perform the work. All water

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

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

47 - Sanitary Provisions

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

48 - Environmental Impact

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

A. Noise.

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

B. Dust/Smoke.

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

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

C. Traffic.

Trucks carrying spoil, fill, concrete or other materials shall be routed over roads, which will result in the least effect on traffic and nuisance to the public.

All material shall be loaded in a manner that will preclude the loss of any portion of the load in transit, including covering, if necessary.

D. Siltation and Erosion.

The Contractor shall perform his work to minimize siltation and erosion during construction. All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material leaves the construction site. Measures shall be taken

promptly to eliminate siltation and erosion, including the installation of dams, detention basins, silt fencing, and other retaining devices. The Contractor shall conduct operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

E. Use of Chemicals.

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

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

49 - Cleaning Up

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

50 - Safety and Health Regulations

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

51 - Accidents

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

52 - Emergencies

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

53 – Compensation for Emergency Work

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

54 - Subcontractors

- A. The Contractor shall notify the Owner in writing of the final names and addresses of all proposed Subcontractors for the work within thirty (30) days of receiving the Notice of Intent to Award, along with Subcontractor Affidavits. The Contractor may not substitute or terminate a local MWBE or SBE subcontractor or reduce the scope of work awarded to a local MWBE or SBE subcontractor without the prior written approval of the County Purchasing Agent/County MWBE Coordinator. Such action taken by Contractor against a local MWBE or SBE subcontractor without the prior written approval of the County Purchasing Agent/MWBE Coordinator shall be considered a failure to meet the Contractor's Good Faith Effort to maximize local economic impact, render the Contractor in breach of contract and subject Contractor to possible penalties as set forth herein.
- B. Subcontractors will not be recognized as having a direct relationship with the Owner. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the contract. References in the contract documents to actions required of contractor, subcontractors, manufacturers, suppliers, or any person, other than the Owner, the Architect/Engineer or the Owner's Inspector, shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.
- C. A subcontractor for any part of the work must have experience on similar work and, if required, furnish the Owner with a list of projects and the Owners or Architects/Engineers who are familiar with their competence.
- D. A Subcontractor's inability to procure traditional surety bond credit for the benefit of the Contractor will not be considered a valid reason for rendering said Subcontractor incapable of performing on the Project.
- E. Contractor shall provide Subcontractor and MWBE reports, as required by the County. Failure to submit timely reports as required by the County may be deemed as a lack of Good Faith Effort and render the Contractor in breach of contract and subject Contractor

to increased retainage, termination or other sanction by Owner.

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

55 - Authority of Architect/Engineer

The Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents and shall review the work for acceptability of the work thereunder. Neither the Architect/Engineer's authority or responsibility under the Contract Documents nor any decision made by Architect/Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility of Architect/Engineer shall give rise to any duty owed by Architect/Engineer to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

56 - Services Provided by the Owner

- A. It is agreed and understood that certain services, if required, will be performed and furnished by the Owner in a timely manner so as not to delay the Contractor unduly in his performance of said obligations.
- B. The Owner will provide the Contractor with all necessary information related to any of the Owner's contractors whose work would affect the Project.
- C. The Owner will examine plans, reports, sketches, drawings, proposals and other documents presented by the Contractor and render written decisions pertaining thereto within a reasonable time so as not to delay the services of the Contractor.
- D. The Owner shall give prompt written notice to the Contractor whenever the Owner observes or otherwise becomes aware of any defect in the Project or changed circumstances.

57 - Separate Contracts

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

58 - Owner-Contractor Coordination

- A. Service of Notice.

Notice, order, direction, request or other communication given by the Architect/Engineer or Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if e-mailed, left at any office used by the Contractor or delivered to any of his

office, clerks or employees or posted at the site of any work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor two days after the day of mailing.

B. Suggestions to Contractor.

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

C. Cooperation.

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

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

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

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

59 - Plans, Specifications and Design

The Owner shall make available plans and specifications which represent the requirements of the Work as far as practical to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents. Plans and specifications which represent the work to be done shall be made available prior to bid and may be amended via addenda during the bid process. The Owner may, during the life of the Contract, and in accordance with Section Changes in Work, issue additional instructions, by means of drawings or otherwise, necessary to illustrate change in the work.

60 - Reference Standards

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

61 - Drawings Furnished

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

62 - Ownership of Design, Drawings and Specifications

The design of the Work, and all plans, specifications (and changes made during bid and during the course of the contract) that describe the Work, are the property of the Owner. The drawings and specifications made available and furnished by the Owner shall not be reused on other work. All sets are to be returned to the Owner at the completion of the work. All models are the property of the Owner.

63 - Division of Plans and Specifications

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

64 - Construction Schedule and Procedures

The Contractor shall submit for the Owner, Architect/Engineer review a Construction Schedule as stated in the specifications that details the scheduling and coordinating of the work to be completed within the Contract Time. The Owner, Architect/Engineer's review of the Schedule is for general concurrence and in no way holds them responsible for the schedule and execution of the work. All responsibility related to the schedule, means and methods lies with the Contractor.

At the Preconstruction Conference, the Contractor shall submit to the Owner, Architect/Engineer, five (5) hard copies and 1 digital copy of the accepted Construction Schedule which shall be used and updated throughout the course of the project.

The Contractor's Construction Schedule shall account for the time (lead time and actual duration) required for the work to be performed by the Owner's contractors. The Contractor shall provide these time frames to the Owner. The Contractor is required to coordinate with the Owner's contractors for work to be performed and advise the Owner if the Owner's contractors are impacting the project's critical path.

Contractor shall energetically and expeditiously carry out the work and shall revise tasks as necessary to accommodate unforeseen events. Revisions to the accepted construction schedule may be made only with the written approval of the Contractor and Owner (Project

Manager). A change affecting the contract value of any activity, the completion time, and sequencing shall be made in accordance with applicable provisions of Section Changes in Work. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence. Failure of the Contractor to comply with these requirements for submittal of the construction schedule and reports shall be cause for delay in review of progress payments by the Owner.

The Contractor shall continually update the Construction schedule for the work performed through the course of the contract. The updated Construction Schedule showing the progress of the past month's construction in relation to the approved Construction schedule along with a monthly progress report shall be included with each monthly Application for Payment.

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

65 - Project Management

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

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

66 - Project Meetings

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

67 - Overtime and Shift Work

Regular shift work shall be between 7 am and 5 pm on weekdays (excluding County holidays). Overtime work shall be considered any work between 5 pm and 7 am on weekdays, and any time Saturday, Sunday and on County holidays. Overtime may be established as a regular procedure by the Contractor only with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 5:00 p.m. and 7:00 a.m. nor on Saturday, Sundays or County holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the Owner's costs of inspection of any work performed during overtime including work performed during approved overtime. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses, which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

68 – Construction Progress

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

These actions may include the following:

- A. Increase manpower in quantities and crafts.
- B. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing.
- C. Reschedule activities.

If requested by the Architect/Engineer, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and insure completion of the work within the contract time. The proposed revision shall be submitted to the Owner, Architect/Engineer in accordance with section Construction Schedule. All actions to return the project to the acceptable schedule are at the Contractor's expense.

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

69 - Quality

Whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances etc. shall be construed to be the minimum requirements.

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

70 - Submittal Procedure

A. General.

The Contractor shall submit descriptive information that will enable the Architect/Engineer to determine whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications. The data shall include such items as shop drawings, erection drawings, schedules, inspection, testing and adjusting instructions, operations manuals, maintenance procedures and parts lists. When applicable, information and data to be provided shall be identified by the specified equipment number. Extraneous material on the pages or drawings provided shall be crossed out, and the equipment or material to be supplied shall be clearly marked.

B. Contractor's Responsibilities.

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

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

C. Transmittal Procedure.

1. General.

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

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

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

2. Deviation from the Contract.

If the Contractor proposes to provide material, equipment, or method of work which

deviates from the specifications/project manual, the Contractor shall give the Architect/Engineer specific written notice of such deviations or variations that the submittal may have from the requirements of the Contract Documents. Such notice to be in a written communication separate from the submittal and, in addition, the Contractor shall cause a specific notation to be made on each shop drawing and sample submitted to the Engineer.

3. Submittal Completeness.

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

D. Review Procedure.

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

The Contractor shall submit six copies of all specified information including an electronic version. Unless otherwise specified, within fifteen (15) calendar days after receipt of the complete submittal, the Architect/Engineer shall review the submittal and return five copies of the submittal with comments along with the electronic version. The returned submittal shall indicate one of the following actions:

1. If the review indicates conformance with the drawings and specifications, submittal copies will be marked "No Exceptions Taken". In this event, the Contractor may begin to implement the work or incorporate the material or equipment covered by the submittal.
2. If the review indicates limited corrections are required, submittal copies will be marked "Make Corrections Noted". The Contractor may begin implementing the work or incorporate the materials or equipment covered by the submittal in accordance with the noted corrections.
3. If the review indicates that the submittal is insufficient or contains incorrect data, submittal copies will be marked "Amend and Resubmit". Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "No Exceptions Taken" or "Make Corrections Noted".
4. If the review indicates that the submittal does not comply with the plans and specifications, submittal copies will be marked "Rejected – see Remarks". Submittals with deviations, which have not been clearly identified, will be rejected. Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "No Exceptions Taken" or "Make Corrections Noted".

E. Effect of Review of Contractor's Submittals.

Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposed to provide, shall not relieve the Contractor of his responsibility for errors and omissions therein and shall not be regarded as an assumption of risks or liability by the Owner or the Architect/Engineer or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or

partial failure, or the method of work, material, or equipment so reviewed. A mark of "No Exception Taken" or "Make Corrections Noted" shall mean that the Architect/Engineer has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

- F. The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluation of additional resubmittals. An incomplete submittal shall count as a submittal (either initial or resubmitted as the case may be).
- G. No extension of Contract Time will be authorized because of failure to transmit submittals adequately in advance of the work allowing for time for processing, review, approval and resubmittal.
- H. The certificate of substantial completion shall not be issued for any portion of the work for which complete product data / shop drawings has not been submitted and approved.
- I. For further information on Submittal procedures, refer to Specifications.

71 – Request for Substitution

If it is desired to use products of trade, brand or manufacturer's names or model numbers that are different from those mentioned in the Contract Documents, the successful Bidder/Contractor shall submit to the Owner for the Architect/Engineer's approval of the use of all such products manufactured by companies that are different than those named in the Contract Documents. This shall apply to both substitution and "or equal" products where allowed in the Contract Documents.

- A. Request for Approval of Substitute / use of Equal Product. All requests for approval of substitution of a product that is not listed in the Contract Documents must be made to the Owner (Project Manager) for review by the Architect/Engineer. An application for approval of a substitute product must be made in writing, accompanied by technical data, published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, that must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. The application must be accompanied by detailed information describing in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Contract Documents. Refer Specifications for additional information.
- B. Burden of Proof. The burden of proving acceptability of a proposed product rests on the successful Bidder/Contractor making the submission. The Architect/Engineer will consider reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for efficiency in servicing their products, or any other written information that is helpful in the circumstances. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince the design professional(s) beyond all doubt. To be approved, a proposed product must meet or

exceed all requirements of the Contract Documents. The Architect/Engineer shall be the final judge on questions of equivalence and compliance.

- C. The Owner, Architect/Engineer will consider requests for substitution/use of equal products only from the successful Bidder/Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors.
- D. The Contractor may furnish no products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents unless approvals have been obtained in accordance with the above procedure. Oral approvals of products are not valid.
- E. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for reviewing the Contractor's proposed substitutions and making agreed upon changes in the Drawings and Specifications resulting from such substitutions/use of equal products.

72 – Basis of Design, Equal

A basis of design manufacturer refers to the specific manufacturer/product used by the Architect/Engineer in their design that may be coordinated with the design of other disciplines. The term "equal" allows the Contractor to use another manufacturer/product provided the "equal" manufacturer/product meets all criteria of the Basis of Design and is approved by the Architect/Engineer. The Contractor is required to submit all necessary technical information to the Architect/Engineer to support their case that the product submitted is equal in all aspects (refer Section Request for Substitution). Should a Contractor use an approved "equal" product rather than the Basis of Design manufacturer/product, the Contractor is responsible for all impact resulting from the use of such product including coordination and costs to that trade and other impacted trades.

73 - Manufacturer's Directions

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

74 - Material Delivery, Handling, and Storage

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

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

Material and equipment shall be stored as compactly and neatly as practicable at points convenient for the Contractor and which do not damage the work or interfere with or are

otherwise hazardous to traffic. Material and equipment shall be stored so as to facilitate inspection and to insure preservation of their quality and fitness for use. All material and equipment shall be stored on wooden skids or platforms such as not to be in direct contact with the ground. All mechanical and electrical equipment shall be stored and covered in a manner such as to completely be protected from dust and moisture. Prior to the delivery of any materials or equipment, the Contractor shall submit, for the Architect/Engineer's review, a plan showing all designated storage and assembly areas. Should the Contractor choose to store material or equipment or use for assembly property which is not owned by the Owner or the Contractor, a letter of permission signed by the legal owner of the property shall be obtained by the Contractor and submitted to the Owner a minimum of 72 hours prior to delivery. All material and equipment stored at any facility other than the site shall be tagged with the Owners name and the project number. Payment shall not be made for "Stored Materials" for any material stored at locations or in any manner not suitable to the Owner.

75 - Maintenance During Construction

The Contractor shall maintain the work from the beginning of construction operations until Final Completion of the Project. This maintenance shall constitute continuous and effective work on a daily basis with adequate equipment and forces to insure that all structures and roadways are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State of Georgia.

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

76 – Material Inspection and Testing

- A. For all work involving professionally designed structures falling under the "Special Inspections" requirements of the Georgia State Minimum Standard Building Code (2006 or most recent edition International Building Code) the Owner shall be responsible for and pay for all required testing.

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

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

- B. No portion of the work will be accepted for partial or final payment until tests prove it has been satisfactorily completed. All such tests shall be documented, signed by the person conducting the tests and reviewed by the Architect/Engineer and approved by the Owner prior to payment.

77 – Inspections, Compliance With Contract Requirements

- A. Inspection.

To demonstrate compliance with the contract requirements, the Contractor shall assist

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

If the contract documents, laws, ordinances, or any public regulatory authority requires parts of the work to be specially inspected, tested or approved, the Contractor shall give the Architect/Engineer adequate prior written notice of the availability of the subject work for examination. Such notice shall be a minimum of five (5) working days. Inspections by the Architect/Engineer shall be promptly made. If the Architect/Engineer instructs the Contractor that inspection of certain phases of the work must be made prior to proceeding, he shall perform such inspection, promptly and in such manner as to allow the Contractor to continue with the work without delay.

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

If any work is covered in the absence of the Architect/Engineer's directive to the contrary, the Contractor shall, if directed by the Architect/Engineer, uncover, expose or otherwise make available for inspection, portions of covered work. If it is found that such work is defective, the Contractor shall bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the contract, the Contractor will be allowed an increase in the contract price or an extension in the contract time, or both via a change order. The Owner reserves the right to require additional documentation from the Contractor as necessary to determine compliance with the Contract Documents.

B. Certification.

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

C. Inspection at Point of Manufacturing.

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

78 – Ownership of Salvaged Material and Equipment

The Owner shall have the right to retain ownership of any salvaged material or equipment. For

all salvageable material and equipment, the Contractor shall give the Owner adequate notice prior to disposal.

79 - Progress Payments

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

Should the project begin within any one month, the first invoice shall cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The Contractor Application for Payment shall be submitted each month until the project is completed.

The Contractor shall use forms AIA G702 and G703 to submit the Application for Payment. The Contractor Application for Payment shall be itemized to reflect actual expenses for each individual line item task corresponding to the approved Schedule of Values. On the first day of every month the Contractor shall prepare and submit 3 copies of a draft Application for Payment, covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the Schedule of Values, together with supporting evidence as may be required by the Owner, Architect/Engineer. The Owner, Architect/Engineer shall review the draft billing for completeness, accuracy and percentage complete. By the 7th day of the month, the Owner, Architect/Engineer shall discuss with the Contractor any changes to be made to the Application. By the tenth (10th) day of the month, the Contractor shall submit a corrected Application for Payment.

The Application for Payment may in some instances only include the cost of materials required in the permanent work that has been delivered to the site or stored in an approved location and suitably protected but has not as yet been incorporated in the work. The payment for Stored Materials will be reviewed by the Owner, Architect/Engineer on an individual basis. The Contractor shall be required to submit invoices (s) for the Stored Materials and provide access to the Owner, Architect/Engineer for inspection. Payments shall be made for materials stored off-site only if said materials are stored in an independent bonded warehouse and if all costs of storage, insurance, loading and transfer for such materials are paid for by the Contractor. The Contractor shall submit to the Owner bills of lading and bonds with any request for such payment. The Contractor shall be responsible for all losses of materials and equipment that are in his custody and control whether on site or off site. Under no circumstances shall any material for which payment has been made by the Owner to the Contractor, be sold, returned to the supplier or otherwise moved from storage except for incorporation into the work as covered in this contract without written authorization from the Owner.

Each Application for Payment shall be accompanied by

- A. Partial Lien Release (Pay Application Attachment A)
- B. Affidavit of Payment of Claims. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work associated with all previous payments for which the Owner might in any way be responsible, have been paid or otherwise satisfied, including Subcontractor payments (Pay Application Attachment B).

- C. MWBE Participation Report and Payment Form (Pay Application Attachment C).
- D. An itemized list of materials stored for which payment is being claimed. This list shall be accompanied by the suppliers' invoices indicating the materials costs. Payment for materials stored shall be subject to the same retainage provisions as for work completed as described below.
- E. As Built drawings that show to the satisfaction of the Owner and Architect/Engineer, field mark ups that are current to date. As Built drawings not adequately updated shall delay approval of the Application for Payment.

No partial payment becomes due until the Contractor submits to the Owner all the above information. The Owner shall make payment to the Contractor within thirty (30) days from the date of receipt of a complete, accepted, and approved Application for Payment that is accompanied with all the required documentation listed above. For pay requests that are incomplete, the 30 day time period shall start when all required information has been submitted. The Owner shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the Application as approved by the Owner, as long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Owner (past the 50% mark).

After the gross value of completed work becomes equal to 50% of the total Contract amount within a time period satisfactory to the Owner, then the Owner's Project Manager may continue at his/her discretion until all Work is Substantially Complete to retain the 10% of the first 50% of the work without requiring additional retainage. However, if work is unsatisfactory or falls behind schedule, retention may be resumed at the previous level after notification to the Contractor.

The Contractor shall also submit with each monthly Application for Payment an updated progress report that outlines the work accomplished during the billing period and any problems that may inhibit Project execution or cause delay in Project Completion, along with a copy of the Progress Schedule marked to indicate the work actually completed. Failure to submit a progress report or Progress Schedule shall be grounds for the Owner to withhold payment.

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, (hereinafter referred to as "liens") and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing the Work at the site of furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Retention of contractual payments and the creation of escrow accounts for contracts for the installation, improvement, maintenance or repair of water or sewer facilities shall be in accordance with the Georgia Retainage Law, Section 13-10-20, Article 2, as found in O.C.G.A.

When all work is Substantially Completed and time charges have ceased, pending final acceptance and final payment, the amount retained may be further reduced at the discretion of the Owner.

Before final payment is due, the Contractor shall submit evidence satisfactory to the Owner, Architect/Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may

submit in lieu of evidence of payment an additional Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated. Under this paragraph, failure to supply said documentation, any additional requested information, partial releases, waiver of liens, and evidence of payment of all current accounts will be considered grounds for withholding partial payments, and failure to supply a release and unconditional lien waivers for said Surety Bond for the entire job, on completion, will be grounds for withholding final payment.

Following the issuance of the Certificate of Substantial Completion, the Contractor shall submit a final invoice to the Owner for the remaining retainage only after the completion of all punch list items and the fulfilling of all Closeout requirements including As built, warranties, O&Ms and stock items. Final payment constituting the entire unpaid balance due shall be paid by the Owner to the Contractor when work has been fully completed and the contract fully performed. The making of final payment shall constitute a waiver of all claims by the Owner/Chatham County except those arising from unsettled liens, faulty or defective work appearing after Substantial Completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the Owner as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

80 - Liens

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

81 – Payments Withheld

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

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating proposed public filing of claims by other parties against the Contractor.
- C. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- D. Damage to another Contractor.

- E. Reasonable doubt that the work can be completed for the unpaid balance of the Contract sum. When the County withholds payment to the Contractor for any of the above reasons, the County shall notify the Contractor of the deficiencies with fifteen (15) days of receiving an Application for Payment. When the issue has been addressed to the satisfaction of the County, payment shall be made for the amount withheld.

When the above grounds are removed or the Contractor provides a Surety Bond, satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them. Nothing in this Section shall negate, abridge, or alter other grounds for withholding or delaying payment to the Contractor as stated in the Contract.

82 - Interpretation of Plans and Specifications

A. General.

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

The plans and specifications shall be considered as complementary of one another and not in lieu of the other. Any work and material shown in the one and omitted in the other, or described in the one and not in the other, or which may fairly be implied by both or either, or shown on one plan sheet and not the other, or indicated in one specification section and not the other, shall be furnished and performed as though shown in both, to give a complete job.

B. Intent of the Plans and Specifications

The general implied intent of the drawings and specifications is to be assumed eg. for a component shown on the architectural drawings, contractor shall be responsible to provide all associated materials to install the component even if not shown on the related discipline drawings.

C. Request for Clarification.

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

83 - Discrepancy between and in the Drawings and Specifications

A. Errors and Omissions.

1. Refer Instructions to Bidders Section Examination of Plans and Specifications (Any obvious error or omission in the plans or specifications shall not inure to the benefit of the Bidder but shall put Bidder on notice to inquire of or identify the same from the County)
2. Refer Supplemental Instructions to Bidders Section Interpretations (Failure on the

part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Architect/Engineer at no additional cost to the County).

3. If the Contractor, in the course of the work, becomes aware of any errors or omissions in the contract documents or in the work already installed, or in work performed by the Owner's contractors, he shall immediately inform the Architect/Engineer and Owner in writing. The Architect/Engineer shall promptly review the matter and if finds an error or omission has been made, shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the contract, the Architect/Engineer shall prepare an appropriate change order for Owner's approval. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at his risk unless authorized, in writing, by the Architect/Engineer.

B. Conflicting Provisions.

In cases of conflict between the plans and specifications, the contractor shall assume that the higher, greater and most stringent requirement applies and shall have included such price in his bid. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the Contractor shall request a clarification from the Architect/Engineer on how to proceed.

84 - Discrepancy between General Conditions and Technical Specifications

Should there be a discrepancy between the General Conditions and Specifications/Project Manual(s), the most stringent requirement shall govern.

85 – Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the Work. The Contractor shall determine the value of any such extra work or change and shall submit a Cost Proposal to the Owner's Project Manager, Architect/Engineer for review. If the Cost Proposal is considered acceptable, then following approval by the Chatham County Board of Commissioners, the contract sum shall be adjusted accordingly as a Change Order to the Contract price. Any claim for extension of time caused thereby shall be requested with the Cost Proposal. Such time extension if considered acceptable by the Owner's Project Manager, Architect/Engineer and approved by the Chatham County Board of Commissioners shall be adjusted via the Change Order and shall serve as the revised Contract time.

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

- A. Modification of Quantities - Itemized quantities shall be considered by the Contractor as the quantities required for completing the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or lesser than the quantities shown on the items, an amount equal to the difference in quantities at the unit price bid

for the items will be added to or deducted from the Contract price.

- B. When itemized quantities are not given in the Proposal, the work shown on the plans or specifications shall be considered by the Contractor to be included in his contract for the lump sum prices bid.
- C. When the Contractor receives suggestions or comments from the Owner or Architect/Engineer that Contractor believes to be a cost change, the Contractor shall give immediate notice to the Owner along with a rough order of magnitude of the anticipated cost. Contractor should not proceed with the change until approved by the Board of Commissioners.
- D. Contractor objections to clarification(s) are issued by the Owner or Architect/Engineer (i.e., field instructions) shall make those objections in writing to the Owner's Project Manager within seven (7) days after Contractor determining the necessity.
- E. Change Orders will state specifically if the additional work will require agreed upon time extension on the project schedule. Time extensions must be approved by the Owner's Project Manager and Architect/Engineer before presenting to the Board of Commissioners.
- F. Except in an emergency endangering life and property, no extra work or change shall be made unless approved by the Board of Commissioners, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered. The cost of the work shall be submitted to the Owner, Architect/Engineer along with the monthly pay request.

86 – Change Orders

The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract, consisting of additions, deletions or other revisions, with the Contract sum adjusted accordingly. All such changes will be authorized by a Change Order. A Change Order is a written order signed by the Owner (Board of Commissioners) and the Contractor authorizing a change in the Work or an adjustment in the contract sum or contract time. A contract sum and contract time may be changed only by a Change Order. The Contractor agrees that payment will be the exclusive compensation for such addition, deletion or revision to the original Contract including any and all costs associated with the acceleration, stacking or re-sequencing required maintaining the Construction Schedule. If it is not possible, the Contractor may request an extension of time. The Contractor shall submit a Cost Proposal for the change in work using the cost-plus-percentage basis listed below:

A. Labor

For all labor, equipment operators and supervisors, excluding superintendents in direct charge of the specific operations, the Contractor shall receive the actual/direct labor cost which is the rate of wage normally paid for such work activity for each hour that said labor, equipment operator and supervisor are actually engaged in such work. A Certified Payroll shall be required to validate the hourly rate for the direct labor cost. The number of man hours and cost per man hour for each involved trade are to be provided. The Contractor may include workman's compensation, unemployment insurance, liability insurance, social security, health, pension and retirement benefits and other payroll taxes not to exceed 35% of the direct labor costs. The Contractor may add up to 15% to

this for overhead and profit.

B. Materials

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

C. Equipment

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

D. Other

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

E. Overhead and Profit

Overhead and Profit percentages specified include all supervision (cost of contractor to supervise own work, cost of sub-contractor to supervise own work, cost of contractor to supervise work of sub-contractor), all bonds (Payment, Performance, Roof, Wall, Sub-contractor bonds) all insurance (Liability, Builders Risk), proposal preparation and all administrative costs (including field and main office costs).

F. Subcontractor

For work performed by a Sub Contractor, all provisions of this section that apply to the Contractor with respect to labor, materials and equipment, overhead and profit and credit change orders shall apply to the Sub-contractor. The Contractor shall coordinate the work of the Sub-Contractor and shall be allowed an amount of Contractor's overhead and profit equal to 7% of the Sub Contractor's amount earned but not to exceed \$5,000. The Owner will not recognize subcontractors of subcontractors. Mark up for Second tier Subcontract work will not be allowed.

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

G. Credit Change Orders/Deductive Change Orders

1. Credit for work deleted from the Contract Documents shall be documented and priced the same way as add Change Orders. Overhead and profit shall be credited at 50% of the percentages stated above for add change orders.
2. For items where quantity(s) were specified in the Contract Documents to be included

in the bid price and for which Unit Prices were submitted at bid, credit shall be for the entire amount (quantity multiplied by unit price) with no deductions allowed (including any deductions for Bonds, Insurance, Contractor Overhead and Profit).

3. For items priced as Alternates, should the Owner withdraw the Alternate, credit shall be for the entire amount stated in the Bid Form with no deductions allowed (including any deductions for Bonds, Insurance, Contractor Overhead and Profit).

87 - Force Account

If the Owner directs in writing, the performance of any work not covered by the plans or included in the specifications, and for which no unit price or lump sum price can be agreed upon, then such extra work shall be done on a Time and Material basis. The costs shall include the cost of labor, material and equipment. Contractor shall allow the Owner, Architect/Engineer to closely monitor as necessary to confirm the actual labor, material and equipment used. The Contractor shall provide detailed information on the actual labor, material and equipment used for the additional including labor payroll, material invoices and equipment rentals. Overhead and Profit percentages listed in Section Change Order shall apply. The Owner has the option to direct the Contractor to perform the change in work on a Time and Material basis but not to exceed the Cost plus Percentage price submitted by the Contractor.

88 - Claims for Extra Cost

- A. If the Contractor claims that any instructions by drawings or otherwise issued after the date of the Contract involve extra cost under the Contract, he shall give the Owner, Architect/Engineer written notice thereof within seven (7) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for Sections Changes in Work and Change Orders. No such claim shall be valid unless so made.
- B. Extra work not included in Article (A) but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units may be done under the provision of Section Change Order.
- C. Extra costs, which result from delays, or which cause an interruption in the orderly progress of the work preventing completion within the Contract time, will be considered under the following conditions.
 1. No claim will be considered for delays less than 5 hours in duration.
 2. No claim will be considered in cases where the Contractor is able, without undue hardship, to shift his work crew to other productive work on the same project in the same general work area.
 3. The claim for extra cost due to delay shall be computed on a cost plus
 4. Unavoidable delays caused by weather that exceed that specified in Section Rain Days may be cause for extensions of time provided documentation was submitted by the Contractor. However, damage to the Contractor caused by weather or an Act of God shall not be cause for additional compensation or monetary adjustment.

- D. If the Contractor claims for extra cost based on the drawings and specifications issued before the Contract, Contractor shall provide in writing reason(s) why such clarification was not sought during bid.
1. Refer Instructions to Bidders Section Examination of Plans and Specifications (Any obvious error or omission in the plans or specifications shall not inure to the benefit of the Bidder but shall put Bidder on notice to inquire of or identify the same from the County)
 2. Refer Supplemental Instructions to Bidders Section Interpretations (Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Architect/Engineer at no additional cost to the County).

89 - Differing Site Conditions

- A. The Contractor shall promptly, and before such conditions are disturbed, notify the Owner, Architect/Engineer in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Architect/Engineer shall promptly investigate the conditions, determine the necessity of obtaining additional exploration or tests with respect thereto and advise the Owner in writing (with a copy to the Contractor) of the Architect /Engineer's findings and conclusions. If the Architect/Engineer finds and concludes and the Owner concurs with the Architect/Engineer that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performances of any part of the work under this Contract, an equitable adjustment shall be made and the contract modified in writing accordingly.
- B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the required notice.
- C. No claims by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

90 - Correction of Work

The Contractor shall promptly remove from the premises all material condemned by the Owner, Architect/Engineer, or as determined by the Architect/Engineer as failing to meet Contract requirements, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract without expense to the Owner and shall bear the expense of making all work of other Contractors/subcontractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and materials as promptly as possible, after written notice, the Owner may remove them and store the material at the expense of the Contractor.

If at any time during construction of the Work, the Owner, Architect/Engineer observe any errors or omissions in the Contractors work, the Contractor shall submit for review to the Owner, Architect/Engineer a plan for corrective measures. The Contractor shall correct such errors or

omissions without added compensation and give immediate attention to these corrections so as not to delay project completion.

91. Allowances

Quantities of items indicated in the Contract Documents shall be included in the Bid Price. The Contractor shall keep record of the quantities of such items installed and shall submit to the Owner, Architect/Engineer for review. Should the quantity exceed that listed in the Contract Documents, the Contractor shall submit a Cost Proposal for the additional items using either Unit Prices (if applicable) or in accordance with Section Change Order. For items not used in the execution of the work, credit shall be issued to the Owner using either Unit Prices (if applicable) or in accordance with Section Change Order Pricing.

92 – Field Condition Allowance

The Field Condition Allowance shall belong to the Owner and shall not be interpreted for any other use. Bidders shall not use this allowance to assume any Contractor's work or cost, known or unknown, at the time of bidding. The Field Condition Allowance shall be included in the sum/total of the Bidder's Bid Price.

Prior to Final Acceptance of the work, a summary change order shall be developed and the contract sum shall be reduced by the total amount of the Field Condition Allowance not used.

93 - Contract Time

A. General.

Time shall be of the essence of the contract. The Contractor shall promptly start the work within ten (10) days after the date of the Notice to Proceed and shall execute the work so that the project shall be complete within the stated Contract Time and said portions of the project shall be complete in accordance with the approved Construction Schedule. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work, where acceptable quality or efficiency will be affected by unfavorable conditions, shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the Owner, that the contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work. (Refer Section Rain Days).

B. Construction Schedule.

Should the Contractor develop a Construction Schedule that shows work to be completed in advance of the stipulated Contract Time, the Contractor acknowledges:

1. The Contract price remains unchanged and there is no additional monies due to the Contractor for completing the project in advance
2. The schedule is compressed because of the Contractor's desire to do so and the Owner shall not be held liable should the compressed schedule cause to be

extended.

C. Construction Progress.

Refer Section Construction Progress.

D. Delays.

If the Contractor is delayed at any time in the progress of the Work by an act or neglect of the Owner, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fires, act of God, unusual but well documented and excusable delay, unavoidable casualties, or other causes beyond the Contractor's control, or by delay authorized by the Owner, then the Contract term of service may be extended by Contract modification for such reasonable time as the Contractor and Owner may agree.

1. Notice of Delays: When the Contractor foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay, he shall notify the Owner and Architect/Engineer in writing of the probability of the occurrence of such delay, the extent of the delay, and its possible cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays, which are not called to the attention of the Owner, Architect/Engineer, at the time of their occurrence.

E. Extension of Time.

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

94 – Rain Days

Based on historical rainfall data for the area, the following number of rain days are included in the project duration:

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

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

The number of rain days shall be prorated accordingly for the respective construction start and end months. The above listed number of rain days shall be applied cumulative for the duration of the project.

The Contractor shall maintain a log of daily rainfall and submit monthly/quarterly logs to the Owner. Rain days that exceed the cumulative number listed above may be used to determine

an extension of the contract time. The Contractor may claim a rain day when rain affects activities on the critical path only. To claim rain day(s) the Contractor shall submit the request to the Owner, Architect/Engineer and shall include all previous monthly rainfall logs, the rain date(s) claimed, amount of rainfall and critical activities impacted.

95 - Substantial Completion

At such time that the Contractor has completed all the work, the Contractor shall make a written request to the Architect/Engineer for an inspection for Substantial Completion.

- A. Such request shall be made no less than fourteen (14) calendar days prior to the requested date of inspection and shall be accompanied by
 - 1. The Certificate(s) of Occupancy
 - 2. Contractor's punch list of deficient items
 - 3. Confirmation that requirements of all permits have been met and inspections passed
 - 4. All Warranty(s) for review
 - 5. All Operation and Maintenance Manuals for review
 - 6. All As Builts for review

The Architect/Engineer and Owner shall review the Contractor's submitted punch list. Should the items be minor, the Architect/Engineer then has fourteen calendar days to perform the inspections. An inspection will be made by the Architect/Engineer and the Owner and a determination will be made as to whether or not the work is in fact Substantially Complete and a punch list will be developed. The punch list shall not be considered all-inclusive and additional punch list items may be added as and when deficiencies are noted. The Contractor is responsible for completion of all work described in the contract documents.

- B. The Contractor shall address the items on the punch list and request at least ten days in advance for a re-inspection by the Architect/Engineer. The Contractor shall not request a re-inspection by the Architect/Engineer until the Contractor verifies that the punch list work has been completed in accordance with the Contract Documents. The Architect/Engineer shall determine the project to be Substantially Complete when
 - 1. Only minor items still remain on the punch list that do not prevent utilization of the work for its intended purpose.
 - 2. Certificate(s) of Occupancy have been obtained.
 - 3. Requirements of all permits have been met and all inspections passed.
 - 4. The NPDES permit requirement of 70% uniform permanent vegetative cover on 100% of disturbed area is achieved (whether the project is completed in summer or winter months) and the Notice of Termination is filed. The Contractor may sod all disturbed areas to achieve the required coverage.
 - 5. All warranty(s), Operation and Maintenance manuals and As Builts are approved.

The Architect/Engineer will perform only one re-inspection. Should there be additional re-

inspections due to punch list items not completed by the Contractor, then the Contractor shall be liable for any additional fees charged to the Owner by the Architect/Engineer. Minor items that still remain on the punch list are to be completed prior to Final Completion.

96 - Use of Completed Portions

The Owner may, at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired. In such case, the Architect/Engineer with the Owner's occurrence may issue documents of Substantial Completion for such portions of the work; but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, nor of any uncompleted portions, nor of any work not completed in accordance with the Contract Documents.

97 - Beneficial Use

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

98 – Final Completion

Within thirty (30) days of Substantial Completion, the Contractor shall complete all remaining punch list items and request the Architect/Engineer for a Final Inspection. The request for Final Inspections shall be accompanied by the corrected Final As Built drawings. Final Acceptance will not be given until all punch list items are complete, all final as-built drawings and Operation and maintenance manuals are approved, and all stock items delivered. The Architect/Engineer shall make only a single inspection to verify that all punch list items are complete. Should there be additional re-inspections due to punch list items not completed by the Contractor, then the Contractor shall be liable for any additional fees charged to the Owner by the Architect/Engineer.

99 - Record Drawings/As Built Drawings

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

construction techniques, installations or conditions.

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall be subject to periodic review by the Owner, Architect/Engineer with each monthly Application for Payment. Record documents shall not be used for construction purposes and shall be available for review by the Owner/Architect/Engineer during normal working hours at the job site.

All utilities installed under this contract shall be shown on the drawings and located by sequential stations. Record drawings shall commence with the same station as the construction drawings. The following items shall be stationed on all utility record drawings: Piping, Valves, Fittings, and Service lateral connection to the main, Manholes, Points of tie-in, Fire hydrants and Post hydrants. Also, the centerline of each paved street of which the utility crosses shall be given a station.

Where sanitary sewers or sanitary sewer services have been stubbed out for future use, the invert elevation of the capped or plugged end shall be given to the nearest 0.1 feet. The drawings shall be marked to show the relative location of utilities to surface improvements. (i.e. show utilities on correct side of curb, trees, other utilities, etc.)

Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. At each monthly Pay Request, the record drawings shall be reviewed by the Owner/Architect/Engineer to confirm that they show with adequate detail all installations to date. Failure to maintain current record drawings shall be cause for delay of the monthly payment. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

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

*Legibly mark to record actual depths, horizontal and vertical location of underground utilities, cables, and appurtenances referenced to permanent surface improvements. At the request for inspection for Substantial Completion, all record drawings shall be submitted to the Architect/Engineer to be reviewed for completeness.

A. Final As Builts.

The Contractor shall incorporate any comments made by the Architect/Engineer related to the completeness and accuracy of the record drawings. The Contractor when making the request for Final Inspection shall re-submit the drawings as

1. hard copies
2. disc(s) in a DXF format (Export File from Auto Cad).
3. disc(s) in a pdf format.

The Contractor and Licensed Surveyor preparing the disc(s) shall certify to the County "All information contained on the disk(s) is accurate and correct". For additional information refer to Specifications.

100 - Operation and Maintenance Information

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

- A. Lubrication Information: This shall consist of the manufacturer's recommendations regarding the lubricants to be used and the lubrication schedule to be followed.
- B. Control Diagrams: Diagrams shall show internal and connection wiring.
- C. Start-up Procedures: These instructions consist of the equipment manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.
- D. Operating Procedures: These instructions consist of the equipment manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.
- E. Preventive Maintenance Procedures: These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.
- F. Overhaul Instructions: These instructions consist of the manufacturer's directions for the disassembly, repair and reassemble of the equipment and any safety precautions that must be observed while performing the work.
- G. Parts List: This list consists of the generic title and identification number of each component part of the equipment.
- H. Spare Parts List: This list consists of the manufacturer's recommendations of numbers of parts that should be stored by the Owner and any special storage precautions that may be required.
- I. Original warranties as required by the contract documents and as supplied by the manufacturer.

For additional information refer to the Specifications/Project Manual.

101 – Final Payment

Within fifteen (15) days after Final Completion, the Contractor shall submit an Application for Final Payment.

- A. Final Payment Not Due Until Conditions Met. Neither the final payment nor the remaining retained percentage becomes due until the Contractor submits to the Owner.
 - 1. An Affidavit of payment of Claims that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied
 - 2. Final Lien Release (Pay Application Attachment D)

3. Statements of surety and the Contractor's certificate on forms satisfactory to the Owner as to Contractor's payment of all claims for labor, materials, equipment rentals and public utility services; and
4. If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as is designated by the Owner.
5. Statement/list of all subcontractors that have performed work on the job.
6. Release or waiver from each Sub Contractor.

102 - General Warranty and Guarantee against Defective Work

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

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Owner, or Owner's representative.

The Contractor shall warrant the accuracy, completeness and quality of the work completed under the terms of this Contract and shall promptly correct any errors and omissions at no additional cost to the Owner. Acceptance of the Work by the Owner, Architect/Engineer will not relieve the Contractor of the responsibility for subsequent correction, at no additional cost to the Owner, of any errors, omissions or poor quality work for a period of one year after Substantial Completion of the Work.

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

The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve months from the date of Substantial Completion. When the Work/project comprises of more than one building/component, there will still be a single project warranty for a period of twelve months commencing from the date of Substantial Completion of the last completed building/component. Multiple project warranties will be allowed only in the case of phased occupancy(s) when the warranty will commence from the date of Substantial Completion of each Owner occupied building. Besides the standard twelve month warranty, the Contractor shall provide additional warranties as stated in the Specifications.

The Contractor shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the Contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the

County as being least detrimental to the operation of County business. The obligations of the Contractor under this section shall not include normal wear and tear under normal usage.

103 - Liquidated Damages

The Owner will suffer loss if the work is not complete on the date set forth in the Contract Documents, including extension granted thereto. Failure to complete the work within the number of days stipulated in the Contract shall entitle the Owner to retain from compensation otherwise due to be paid to the Contractor, or for the Owner to be paid directly by the Contractor the sum stated in the Bid Form as fixed and agreed to as liquidated damages for each calendar day of delay in excess of the authorized Contract Time, until the work is complete. The Contractor, and his Surety, shall be liable for and shall pay to the Owner any sum due and owing to the Owner as liquidated damages.

The date used for the assessment of Liquidated Damages shall be the date of Substantial Completion or in the case of multiple buildings, the date of Substantial Completion of the last completed building.

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

104 - Contractor's Project Financial Records

The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times, during the period of the Contract and for three (3) years from the date of final payment under the Contract, for inspection by the Owner or any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

105 - Audits and Inspections

At any time during normal business hours and as often as the Owner may deem necessary, the Contractor and his subcontractors shall make available to the Owner and/or representatives of the Owner's Department of Internal Audit for examination all of its records with respect to all matters covered by this Contract. It shall also permit the Owner and/or representatives of the Department of Internal Audit to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, payrolls, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the Owner or at the offices of the Contractor as requested by the Owner.

106 - Release of Project Information to the Public

Information gathered by the Contractor and his subcontractors during the course of this Project shall be privileged information and shall be kept confidential for the use of the Owner. The Contractor and its subcontractors shall not disclose its information, findings or conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the Owner, and further agrees to discuss the same only with the Owner/Chatham County, Board of Commissioners or their authorized representatives.

107 - Suspension or Abandonment of Work

A. Suspension of Work.

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

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

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

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

B. Abandonment of Work.

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

108 - Termination of Contract

A. Termination for Convenience of Owner.

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

The Contractor in calculating his termination Application for Payment, shall develop his outstanding costs in accordance with section Change Order as it relates to those materials in transit that cannot be cancelled with the appropriate percentage markups;

subcontractors shall follow same procedures. All costs must be substantiated by adequate back-up documentation. The termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to the Contractor by the Owner will not release the Contractor from liability.

B. Default Termination.

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

1. If the Contractor refuses or fails to prosecute the Work or any separable part thereof, with such diligence as will ensure the Substantial Completion of the Work within the Contract time;
2. The Contractor is in material default in carrying out any provisions of this Contract for a cause within its control;
3. If the Contractor files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;
4. If a trustee, receiver or liquidator, is appointed for the Contractor or for all or any substantial part of the property of the Contractor; or if the Contractor makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due;
5. If the Contractor has filed against it a petition in bankruptcy under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the Contractor is adjudged a bankrupt;
6. If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
7. If the Contractor fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment;
8. If the Contractor fails to make prompt payment to Subcontractors for materials or labor, unless Contractor otherwise provides Owner satisfactory evidence that payment is not legally due;
9. If the Contractor persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction;
10. If the Contractor substantially violates any provision of the Contract Documents;

If, after Contractor has been terminated for default pursuant to Subsection B, it is determined that none of the circumstances set forth in Subsection B exist, then such termination shall be considered a termination of convenience pursuant to Subsection A.

If Owner terminates this agreement for any of the reasons enumerated in Subsection B,

then the Owner may take possession of the site and of all documents, materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

C. Allowable Termination Costs.

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

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

The total sum to be paid to the Contractor under this Section C shall not exceed the Contract sum as reduced by the amount of payments otherwise paid, by the Contract price of Work not terminated and as otherwise permitted by this Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in this Section C, the fair value, as reviewed by the Architect/Engineer, determined by the Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner.

D. General Termination Provisions.

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

1. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
4. Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such

orders and subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification shall be final for all the purposes of this clause;
6. Transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times and to the extent, if any, directed by the Architect/Engineer, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as had been terminated;
 - a. The fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination, and
 - b. The completed or partially completed plans, drawings, information, and other property related to the Work;
7. Use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Architect/Engineer, and property of the types referred to in Section d, however, that the Contractor:
 - a. Shall not be required to extend credit to any buyer, and
 - b. May acquire any such property under the conditions prescribed by and at a price or prices approved by the Architect/Engineer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Engineer may direct;
8. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
9. Take such action as may be necessary, or as the Architect/Engineer or Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

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

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

- a. All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this Contract;
- b. Any claim which the Owner may have against the Contractor;

- c. Such claim as the Architect/Engineer may advise and the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and
- d. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of Section D, and not otherwise recovered by or credited to the Owner.

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

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

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

109 - Removal of Equipment

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

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

If the Owner fails without cause to make payment when due, the Contractor may give written notice of the Contractor's intention to terminate this Contract. If the Contractor fails to receive payment within ten (10) days after receipt of such notice by the Owner, the Contractor may give a second written notice and five (5) days after receipt of second written notice by the Owner, the Contractor may terminate this Contract and recover from the Owner payment for work executed, and for proven losses sustained upon materials, equipment, tools, construction equipment and machinery, including reasonable profit and applicable damages.

If the work should be stopped under an order of any court for a period of three (3) months, through no fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the Owner and the Architect/Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials excluding overhead, profit and damages.

111 - Disputes Resolution

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

Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the Contractor agrees to pay the Owner all reasonable costs, charges, expenses and attorney's fees expended or incurred therein.

Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration. The Owner, in its sole discretion, may elect to have all or part of any dispute or claim submitted to mediation or arbitration in a format approved in accordance with the American Arbitration Association.

The Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the contract shall be brought in any court in Chatham County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Chatham County, and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non-conveniens or any similar basis.

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

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS **ITB #17-0074-4**

Memorial Stadium

01 - Plans

The Project Plans Volume 1 are part of the Contract Documents. The plans must be complied with for the execution of the project.

02 - Technical Specifications

The Project Manual/Specifications Volumes 1 and 2 are part of the Contract Documents. The Project Manual/Specifications must be complied with for the execution of the project.

In the event of a conflict between the plans and specifications, the Bidder during the bid process shall obtain clarification as outlined in the Invitation to Bid. It is the responsibility of the Bidder to seek the necessary clarification. Failure to do so shall not inure to the benefit of the Bidder. In the case of a conflict between the plans and specifications for which clarification was not sought during the bid process, the Contractor shall provide for the most stringent/higher of the conflicting plan / specification requirement at no additional cost to the County.

03 – Work

The project is located at 7266-7232 Varnedoe Dr, Savannah, GA 31406. The Work shall consist of furnishing all material, labor and equipment for

- Complete demolition of existing stadium, all related structures and utilities
- Construction of a new Stadium including the Grandstands, Endzone buildings, Ticket Booths, Officials Rooms, Press Box, Lockers, Restrooms and Concessions.
- Mechanical, Electrical, Plumbing, Fire Protection, Communications, Security
- Site work, Landscaping
- Memorial

For a detailed description of the Work, refer to Summary of Work in the Project Manual / Specifications. All Work shall be done in accordance with all current applicable Federal, State and Local code requirements.

04 – Bid Review / Analysis

The County's Project Manager and the Architect/Engineering Consultants shall meet with the apparent low responsible and responsive base bidder to review project scope, phasing plan, verify qualification of the Grand Stand Seating and Synthetic Turf Playing subcontractors, and other issues related to the plans and specifications to confirm the responsiveness of the bid. The successful bidder shall submit all documentation

- a. related to any product substitutions as stated in the General Conditions
- b. stated in the Qualification Checklist submitted with the Bid Form for the
 - i. Grand Stand Seating system subcontractor
 - ii. Synthetic Turf Playing system subcontractor

If during Bid review /analysis, it is determined that the sub-contractor(s) does not meet the qualifications stated in the specifications, then the Contractor shall be required to provide such qualified sub-contractor (and manufacturer) with no change in contract price.

Should the firm fail to meet the requirements of the Contract Documents, the Bidder's bid will be declared unresponsive and the County will consider the next lowest responsible responsive base bid.

05 – County Representatives

a. Procurement

The Purchasing Agent shall act as the County's Representative during the bid process, and for any subsequent contract and related amendments. The Purchasing Agent will coordinate evaluation of any bid dispute(s) in a fair and unbiased manner in accordance with the Chatham County Procurement Ordinance. The decisions of the Purchasing Agent/Director shall be final, conclusive, and binding upon all parties. Any questions arising during the bid are to be addressed to:

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

b. County Project Manager

The County Project Manager is the County's day-to-day manager of the services contracted for. The Project Manager shall act as the primary and official liaison between the County and the Contractor, provide the Contractor direction and monitor the project within the limits of the contract's terms and conditions. All correspondence, data, information and reports shall be directed to the County Project Manager. The Project Manager will decide on issues that may arise as to quality and acceptability of services performed, shall judge as to the accuracy of quantities submitted by the Contractor in payment requests and the acceptability of the services that these quantities represent. The Project Manager will be the point-of-contact for developing contract changes and amendments to be approved by the County Board of Commissioners. Any technical questions arising subsequent to contract award, are to be addressed to the County Project Manager:

Parveez Yousuf
Senior Construction Project Manager
Chatham County Department of Engineering
124 Bull Street
Savannah, GA 31401
Phone: (912) 652-7808
Email: pyousuf@chathamcounty.org

The County Project Manager shall be responsible for the maintenance of all records and correspondence related to this project for the County.

06 – Permits

- a. Building permit - The project requires phased occupancies/completion, with Phase 1 to be completed by July 31, 2018, and the rest of the work within 400 consecutive calendar days after the Notice to Proceed. A temporary Certificate of Occupancy is to be obtained for Phase 1. The interval between the temporary Certificate of Occupancy for Phase 1 and Certificate of Occupancy for the complete project shall not exceed 120 consecutive calendar days or an additional permit shall be required.

The Contractor shall meet all permit requirements, package and obtain the building permits from the Chatham County Chatham County Building Safety and Regulatory Services. The Contractor shall not be required to pay the Building and inspection permit fees due to the Chatham County Building Safety and Regulatory Services. Fees due to any other agency shall be the Contractor's responsibility.

- b. The NPDES permit will be required. The Contractor shall be the Joint Permittee on the permit and is responsible for the daily and weekly monitoring as required by the permit. Permit fee shall be by the County.
- c. The Contractor shall not be responsible for the following tap in fee due to the City of Savannah

• Water tap fee	\$10,602
• Sewer Tap fee	\$7,068
• Reclaimed Water Connection Fees	\$10,602
• Treatment Plant Fees	\$35,340

Contractor shall be responsible for all other fees and connections. Refer General Conditions Section Permits and Regulations.

- d. Estimated cost of televising the sewer is \$1,053. Contractor shall confirm from the City of Savannah for this and other costs.

7 – Construction Phasing

Phase 1 including all site work, Grandstands (H1, V1), Press Box, Synthetic Turf Field, End Zone buildings E1 and E3, landscaping and Memorial shall be completed by July 31, 2018, no exceptions.

Contractor shall adequately barricade areas still under construction to ensure complete safety of players, visitors and other personnel while the field and associated spaces are in use.

END OF SPECIAL CONDITIONS

the general public of Chatham County, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be, are cumulative, and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

ARTICLE 5: Contractor agrees that the work and services required by this contract may require inspection and approval of the County's Architect/Engineers or consultants and that the time for payment shall be tolled for a reasonable time as required for said inspection and approval. Contractor further agrees to toll the time for payment hereunder for an additional and reasonable period of time for the County department head overseeing the project or work contemplated by this agreement to approve the work and/or services performed. Once the necessary installation and approvals by the engineers or consultants and County department head has been made, the County shall have 30 working days from approval by the County department head in which to pay the Contractor; subject to any documentation requests by the County as necessary to allow the County to evaluate the completeness and accuracy of monies due. A ten (10%) percent retainage shall be instituted by the County at any time in accordance with laws of the State of Georgia.

ARTICLE 6: To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Architects/Engineers/Consultants, and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the Work, but only to the extent caused in whole or in part by acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Paragraph.

ARTICLE 7: The Contract attachments listed below form part of the Contract.

- Contract Attachment A: Drug Free Work Place Certification
- Contract Attachment B: List of Subcontractors
- Contract Attachment C: Project Compensation Schedule
- Contract Attachment D: Payment Bond
- Contract Attachment E: Performance Bond
- Contract Attachment F: Promise of Non-Discrimination
- Contract Attachment G: MWBE Assurance Statement
- Contract Attachment H: Letter(s) of Intent to Perform as MWBE
- Contract Attachment I: Certification Regarding Debarment
- Contract Attachment J: Certificate of Insurance

ARTICLE 8:

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

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

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Chatham County, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non-conveniens or any similar basis.

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

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

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

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

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

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

Should any term, provision or other part of this Contract be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Contract shall not be affected but shall remain in full force and effect. Notwithstanding any other provision or language to the contrary, this Contract is contingent and conditioned upon Chatham County acquiring all of the real property necessary to complete the project, services, and work described in this Contract and all other documents making up and/or incorporated into same. In the event that Chatham County determines in its sole discretion that the above condition and contingency cannot and/or will not be met or that acquiring the necessary property is unfeasible or impractical, Chatham County may, without any penalty or costs whatsoever, terminate, rescind, or revoke this Contract. Contractor acknowledges full and complete understanding of this contingency and that it may be necessary for Chatham County,

as determined by Chatham County in its sole discretion, to acquire additional real property in order to proceed with the project, services, and work contemplated by this Contract.

The provisions, covenants, and conditions in this Contract apply to and bind the parties, their legal heirs, representatives, successors and assigns.

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

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

(Continued on Next Page)

IN WITNESS WHEREOF:

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

CHATHAM COUNTY, GEORGIA

By: _____
Title: County Manager
Chatham County, Georgia
(Seal)

Attest: _____
Title: _____
Date: _____

CONTRACTOR
Company Name

Signed and sealed in
the presence of:

By: _____
Title: _____
(Seal)

1. _____
2. _____

Attest: _____
(Corporate Secretary)
Title: _____
Date: _____

ITB# 17-0074-4

CONTRACT ATTACHMENT A
DRUG - FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of *Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia* annotated, related to the ** Drug-Free Workplace**, have been complied with in full. The undersigned certifies that:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (Contractor) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as

_____ (Project) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

X

CONTRACTOR

DATE

X

NOTARY

DATE

SEAL

CONTRACT ATTACHMENT B

LIST OF SUBCONTACTORS

I do ____, do not ____, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors:

COMPANY	CONTACT PERSON	DESCRIPTION OF COMMODITY, MATERIAL OR SERVICE / TRADE
NAME ADDRESS	NAME PHONE	
NAME ADDRESS	NAME PHONE	
NAME ADDRESS	NAME PHONE	
NAME ADDRESS	NAME PHONE	
NAME ADDRESS	NAME PHONE	
NAME ADDRESS	NAME PHONE	
NAME ADDRESS	NAME PHONE	
NAME ADDRESS	NAME PHONE	
NAME ADDRESS	NAME PHONE	

(Attach more sheets if necessary)

X

CONTRACTOR

DATE

CONTRACT ATTACHMENT C
PROJECT COMPENSATION SCHEDULE

The following Contract Price shall be paid to the Contractor subject to the Work satisfactorily completed and in compliance with the Contract Documents and approved Schedule of Values.

BID NO.: _____

BASE BID: \$

Alternate : \$

Alternate : \$

Alternate : \$

Alternate : \$ _____

Total CONTRACT PRICE: \$

CONTRACT ATTACHMENT D

PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER IN FAVOR OF THE OWNER, OBLIGEE
CONDITIONED UPON PERFORMANCE OF THE CONTRACT:

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal
(hereinafter referred to as **PRINCIPAL**) and _____ as Surety (hereinafter
referred to as **SURETY**) are held and firmly bound unto Board of Commissioners of Chatham County,
Georgia as Obligee (hereinafter referred to as **OBLIGEE**) for the use and benefit of claimants defined,
hereinafter, in the amount of _____ Dollars
(\$ _____), to which payment **PRINCIPAL** and **SURETY** bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden **PRINCIPAL** has entered into a contract with **OWNER** this
day of _____ 20____ for
in accordance with drawings and specifications prepared by
(name and title) which contract is incorporated herein by reference and made a part hereof and is
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the **PRINCIPAL** shall
promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the
prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise it shall
remain in full force and effect, subject, however, to the following conditions:

1. The said **SURETY** to this bond, for value received, hereby stipulates and agrees that no change(s),
extension(s) of time, alterations(s) or additions(s) to the terms of the Contract or to the work to be
performed thereunder, or the specifications or drawings accompanying same shall in any ways affect its
obligation on this bond, and it does hereby waive notice of any such changes(s), extension(s) of time,
alteration(s) or addition(s) to the terms of this Contract or to the work or to the specifications or drawings.
2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or
equipment in the prosecution of the work provided for in said Contract.
3. Every person entitled to the protection hereunder and who has not been paid in full for labor or
materials furnished in the prosecution of the work referred to in said bond before the expiration of a
period of ninety (90) days after the day on which the last of the labor was done or performed by him or
materials or equipment or machinery was furnished or supplied by him for which such claim is made or
when he has completed his subcontract for which claim is made, shall have the right to sue on such
payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such
action and to prosecute such action to final execution and judgement or the sum or sums due him;
provided, however, that any person having direct contractual relationship with a subcontractor but no
contractual relationship express or implied with the **CONTRACTOR** furnishing said payment bond, shall
have the right of action upon said payment bond upon giving written notice to said contractor, within
ninety (90) days from the day on which such person did or performed the last of the labor, or furnished
the last of the material, machinery or equipment for which such claim is made, stating with substantial
accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied
or for whom the labor was performed; done; provided further that nothing contained herein shall limit the
right of action to said 90 day period. Notice may be served by depositing a notice, registered mail,
postage prepaid, duly addressed to the **CONTRACTOR** at the place he maintains an office or conducts
his business, or his residence, in any post office or branch post office, or any letter box under the control
of the Post Office Department, or notice may be served in any manner in which the Sheriffs of Georgia
are authorized by law to serve summons or process. Every suit instituted under section shall be brought
in the name of the claimant without the owner being made a party thereto. The official who has the

custody of said bond is authorized and directed to furnish, to any person make application therefore who solicits a affidavit that he has supplied labor or materials for such work and payment therefore has not been made, or that he is being sued on any such bond, a copy of such bond and the contract for which it was given certified by the official whom has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.

4. No action can be instituted on this bond after one year from the date of the final certificate of the architect.

5. Further, this bond shall be considered the same as a bond furnished under Section 23-1705, et seq., of Code of Georgia, as amended, and all provisions of law pertaining to bonds furnished under said Section shall pertain hereto.

Executed on _____, 20____ in _____,
MONTH DAY YR CITY STATE

PRINCIPAL AUTHORIZED OFFICER OR AGENT

TITLE

X

SIGNATURE

DATE

SURETY AUTHORIZED OFFICER OR AGENT

TITLE

X

SIGNATURE

DATE

X

NOTARY

DATE

SEAL

CONTRACT ATTACHMENT E
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principals (hereinafter referred to as **CONTRACTOR**) and _____ as Surety (hereinafter referred to as **SURETY**), held and firmly bound unto Chatham County as Obligee (hereinafter referred to as **OWNER**) in the amount of _____ Dollars (\$ _____), to which payment **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden **PRINCIPAL** has entered into a contract with **OWNER** this day of _____ 20____ for in accordance with drawings and specifications prepared by _____ (name and title) and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the **CONTRACTOR** shall promptly and faithfully perform and comply with the terms of said Contract and shall indemnify and save harmless the **OWNER** against and from all costs, expenses, damages, injury or loss to which said **OWNER** may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of car or skill, default or failure of performance on the part of said **PRINCIPAL**, his agents, employees or subcontractors, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said **SURETY** to this bond, for value received, hereby stipulates and agrees that no change(s), extension(s) of time, alteration(s), or addition(s) to the terms of the Contract or to the work to be performed thereunder, or the specifications of drawings accompanying same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change(s), extension(s), alteration(s), or addition(s) to the terms of this Contract or to the work.

2. If pursuant to the Contract documents, the **CONTRACTOR** shall be declared in default by the **OWNER** under the aforesaid Contract, the **SURETY** shall promptly remedy the default(s) or shall promptly perform the Contract in accordance with its terms and conditions. It shall be the duty of the **SURETY** to give an unequivocal notice in writing to the **OWNER** within twenty-five(25) days after receipt of a declaration of default of the **SURETY'S** election either to remedy the default(s) promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the **SURETY** shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the **SURETY** to give prompt notice in writing to the **OWNER** immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item or work, and (d) the performance of the Contract. The **SURETY** shall not assert solvency of its **PRINCIPAL** as justification for its failure to give notice of election or for its failure to promptly remedy the default(s) or perform the Contract.

3. Supplementary to and in addition to the foregoing whenever the **OWNER** shall notify the **SURETY** that the **OWNER** has notice that the **CONTRACTOR** has failed to pay any subcontractor, material man, or laborer for labor or materials certified by the **CONTRACTOR** as having been paid for by the **CONTRACTOR**, the **SURETY** shall, within thirty (30) days of receipt of such notice cause to be paid any unpaid amounts for such labor or material.

4. It is expressly agreed by the **PRINCIPAL** and the **SURETY** that the **OWNER**, if he desired to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materials men, or other parties concerning the status of payment for labor, material, or services furnished in the prosecution of the work.

5. The **SURETY** agrees that other than as is provided in the bond, it may not demand of the **OWNER**

that the **OWNER** shall (a) perform any thing or act, (b) give any notice (c) furnish any clerical assistance, (d) render any service, (e) furnish any paper documents, or (f) take any other action of any nature the contract documents.

6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the **OWNER** named herein or the legal successor of the **OWNER**.

Executed on _____, 20____ in _____, _____.
MONTH DAY YR CITY STATE

PRINCIPAL AUTHORIZED OFFICER OR AGENT TITLE

X _____
SIGNATURE DATE

SURETY AUTHORIZED OFFICER OR AGENT TITLE

X _____
SIGNATURE DATE

X _____
NOTARY DATE

SEAL

CONTRACT ATTACHMENT F
PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We)

NAME TITLE COMPANY

(herein after "Company"), in consideration of the privilege to bid/or propose on the following Chatham County project procurement

PROJECT

hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

X

SIGNATURE DATE

CONTRACT ATTACHMENT G **M/WBE ASSURANCE STATEMENT**

For this project, Chatham County has established a goal of _____% for Minority and Women Business Enterprise (M/WBE) Program participation.

NAME OF CONTRACTOR

NAME OF PROJECT

CONTRACT NO.

M/WBE COMPANY	CONTACT PERSON	DESCRIPTION OF COMMODITY, MATERIAL OR SERVICE / TRADE M/WBE – SUBCONTRACT VALUE
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE \$ _____
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE \$ _____
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE \$ _____
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE \$ _____
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE \$ _____
NAME ADDRESS	NAME PHONE	DESCRIPTION <input type="checkbox"/> MBE <input type="checkbox"/> WBE \$ _____

(Attach more sheets if necessary)

The combined dollar value of the M/WBE participation listed above is \$_____, which is _____% of the total bid amount. Completed schedules for use in certifying M/WBE status are enclosed (or have been previously filed) for each of the above firms. If any of the above listed M/WBE companies are not certifiable, Contractor shall immediately seek another certifiable M/WBE company.

 X
CONTRACTOR _____ DATE _____

CONTRACT ATTACHMENT H

LETTER OF INTENT TO PERFORM AS A MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR/JOINT VENTURE

*THIS FORM MUST BE COMPLETED BY THE SUCCESSFUL SUB-CONTRACTOR AND
SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER OR PROPOSER BEFORE
APPROVAL OF CONTRACT AWARD IS REQUESTED BY COUNTY STAFF FROM THE
BOARD OF COMMISSIONERS.*

TO: CHATHAM COUNTY MWBE OFFICE

PROJECT _____

BIDDER _____

DATE _____

The undersigned has agreed to perform work in connection with the above project as:

☐ a sole proprietorship (individual

☐ a corporation

☐ a partnership

☐ a joint venture

DETAILED DESCRIPTION OF WORK ITEMS TO BE PERFORMED

at the following price: \$_____.

M/WBE CONTRACTOR

NAME _____

TITLE _____

X

SIGNATURE _____

DATE _____

The undersigned will enter into a written agreement with the above M/WBE Contractor for the work described upon award and execution of a contract with Chatham County.

COMPANY

NAME _____

TITLE _____

X

SIGNATURE _____

DATE _____

CONTRACT ATTACHMENT I

CONTRACTOR'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of local municipality. Contractor agrees to include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Contractor must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification - the above information is true and complete to the best of my knowledge and belief.

PRINTED OR TYPED NAME OF SIGNATORY

X

SIGNATURE

DATE

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

CONTRACT CHECKLIST

All items listed below must be submitted with the Contract.

1. Contract Form for Services
2. Contract Attachments
 - A – Drug Free Work Place
 - B – List of Sub Contractors
 - C – Project Compensation Schedule (provided by County)
 - D – Payment Bond
 - E – Performance Bond
 - F – Promise of Non Discrimination
 - G – MWBE Assurance
 - H – Letter(s) of Intent to Perform as MWBE
 - I – Debarment
 - J – Certificate of Liability Insurance
3. Contractors GA License
4. Contractors County Tax Certificate

PAYMENT APPLICATION ATTACHMENT A
CONTRACTOR INTERIM WAIVER AND RELEASE UPON PAYMENT
(Contractor to submit with each monthly invoice)

The undersigned company, _____ (Contractor), has been contracted by Chatham County to furnish labor and material more particularly described in the draw request and known as the project _____, located at _____ and bears the short legal description _____, owned by Chatham County, a Political Subdivision of the State of Georgia. It is more particularly described as follows:

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

Given under this hand and seal this _____ day of _____, 20____.

COMPANY NAME (CONTRACTOR)

X _____
SIGNATURE DATE

X _____
NOTARY DATE

SEAL

PAYMENT APPLICATION ATTACHMENT B

AFFIDAVIT OF PAYMENT OF CLAIMS

(Contractor to submit with each monthly invoice)

_____, _____ of _____
NAME OF REPRESENTATIVE TITLE COMPANY (CONTRACTOR)

Appeared before me, _____, a Notary Public in and for _____
NAME OF NOTARY COUNTY, STATE

and being by me first duly sworn states that all subcontractors and suppliers of labor and materials

have been paid all sums due them to date for the period through ____ / ____ / 20 ____

Board of Commissioners (County) and _____ (Contractor), last signed
CONTRACTOR

____ / ____ / 20 ____ for the _____
PROJECT

COMPANY NAME (SUB-CONTRACTOR)

X _____
SIGNATURE DATE

X _____
NOTARY DATE

SEAL

CONTRACTOR'S M/WBE MONTHLY PAYMENT REPORT

Payment Period: _____

Contractor: _____

☐ M/WBE

☐ NON-M/WBE

Project: _____

Contract Date: _____

Name of Business Performing Work (Subcontractor)	Certification Status W/MBE or NON-W/MBE	Description of Commodity, Material or Service	Contact Name / Telephone	Amount Invoices this Period	Amount Invoiced To Date
					\$
					\$
					\$
					\$
					\$
					\$
Dollar Amount of Work Completed by Non-M/WBE Subcontractors					\$
Dollar Amount of Work Completed by M/WBE Subcontractors					\$
Dollar Amount of Work Completed by the Prime					\$
Total Dollar Amount Requested for Payment					\$

All M/WBE Subcontractors must be certified as such by Chatham County. It is understood that Chatham County may audit any and/or all records of the Contractor/vendor and conduct interviews of owners, principals, officers, employees and applicable subcontractors & contractors participating on the Contract. The Chatham County M/WBE Office reserves the right to ensure compliance with the program to include status reports and audit of the submitted M/WBE information as deemed necessary.

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. The Chatham County M/WBE Office reserves the right to recommend an audit on the submitted M/WBE information as deemed necessary.

Name and Title: _____
(Please print or type)

Signature: _____

Date: _____

Revised: April 24, 2014

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PAYMENT APPLICATION ATTACHMENT C

PAYMENT APPLICATION ATTACHMENT D

CONTRACTOR UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
(Contractor to submit with final invoice)

The undersigned company, _____(Contractor), has been employed by Chatham County to furnish labor and material more particularly described in the draw request and known as the project _____ located at _____ and bears the short legal description _____, owned by Chatham County, a Political Subdivision of the State of Georgia. It is more particularly described as follows:

Upon receipt of the sum of \$_____, the undersigned contractor waives and releases any and all liens or claims of liens or any rights against any labor or material bond it has upon the foregoing described property.

Given under this hand and seal this _____ day of _____, 20____.

COMPANY NAME (CONTRACTOR)

X _____
SIGNATURE DATE

X _____
NOTARY DATE

SEAL

LEGAL NOTICE

CC NO. 16691

Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on SEPTEMBER 14, 2017 and publicly opened in Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406, for: BID NO. : 17-0074-4 MEMORIAL STADIUM.

MANDATORY PRE-BID CONFERENCE: Conference will be held at the Chatham County Public Works Facility Training Room, 7226 Varnedoe Drive, Savannah, Georgia on AUGUST 24, 2017, at 9:30 A.M. A MANDATORY SITE VISIT will be held following the Mandatory Pre Bid. Your firm must be represented at the conference and site visit to be able to submit a bid.

The Bid Package can be downloaded and printed from the County website <http://purchasing.chathamcounty.org> Also, all firms requesting to do business with Chatham County must also register on-line at website: <http://purchasing.chathamcounty.org>

Plans must be purchased at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233-7020 or email: cdwest@cdrepro.com.

For any additional questions regarding this bid , please contact Robert Marshall, Senior Procurement Specialist, at 912-790-1622.or rmarshall@chathamcounty.org

Bid Bond is required at the time of bid. (5% of total bid)
Payment and Performance Bonds (100% of bid) will be required for this project at the time of contract award.

CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE MINOR FORMALITIES.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"


MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: Aug 14, 2017
Please send affidavit to:
Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622