To: All Vendors
From: Cindy Clack
Date: June 6, 2018
Re: RFB2019-1 – Tanners Bridge WWTF Solids Removal (Project #SS021)

RFB2019-1 is attached for your consideration. Anyone accessing this Request for Bid from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. *All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure your awareness of any updates.*

Please insure bids are submitted exactly as specified in the RFB. If you have any questions, please submit them in writing as called for in the RFB.

Thank you.
REQUEST FOR BIDS
RFB2019-1

TANNERS BRIDGE WWTF SOLIDS REMOVAL
(PROJECT #SS021)

BARROW COUNTY, GEORGIA
JUNE 6, 2018

DATE OF OPENING: JULY 5, 2018
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SECTION I
ADVERTISEMENT FOR BIDS

PROJECT: Tanners Bridge WWTF Solids Removal
Project #SS021 (RFB2019-1)

OWNER: Barrow County Board of Commissioners

Sealed bids will be received by the Barrow County Board of Commissioners, Winder, Georgia, for the Tanners Bridge WWTF Solids Removal (Project #SS021), in accordance with the specifications and drawings.

**Bids will be received** in the office of the Barrow County Board of Commissioners, Clerks Office, 30 North Broad Street, Winder, Georgia 30680, until 12:00 Noon EST, Thursday, July 5, 2018. Any bid received after said time and date will not be considered by OWNER. Bids will be opened and read aloud in the Conference Room on the main floor of the Historic Courthouse at the above address at 2:00 p.m. EST on Thursday, July 5, 2018. All bids will be evaluated and the project will be awarded, if it is awarded, within 60 days of the bid opening to the lowest responsible, qualified contractor.

Contract Documents and Specifications can be downloaded from the Finance Department webpage under Bids & RFPs at [www.barrowga.org](http://www.barrowga.org). Neither companies nor representatives or agents of companies shall contact any members or employees of the Engineering Firm, Barrow County Board of Commissioners, or any Barrow County Elected Official regarding this RFB. All questions/inquiries are to be submitted in writing by email to the following and will be answered and posted as an Addendum on the Barrow County website.

Cindy Clack, Senior Buyer
Barrow County Board of Commissioners
30 North Broad Street
Winder, GA 30680
E-Mail – cclack@barrowga.org

Questions regarding this RFB shall be received no later than 5:00 p.m. EST on Tuesday, June 26, 2018.

A **Pre-Bid Conference** will be held at 10:00 a.m. on Thursday, June 21, 2018, at the Barrow County Water & Sewer Department Building located at 625 Hwy 211 NE in Winder, Georgia. All prospective bidders are strongly encouraged to attend and discuss and clarify any questions regarding the Bid Documents.
Each bid must be in accordance with specifications and must be submitted in a sealed envelope addressed to the OWNER. License numbers must be written on the face of the envelopes. No bid will be opened unless it contains the Contractor’s utility license number. Each sealed envelope containing a bid must be plainly marked on the outside as “RFB2019-1 – Tanners Bridge WWTF Solids Removal”. If a bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope to the attention of the OWNER at the address previously given and also plainly marked with “RFB2019-1 – Tanners Bridge WWTF Solids Removal”. Contractor must fully comply with Barrow County insurance requirements. All bids must be accompanied by a Bid Bond in the amount of 5% of the Bid Amount. Both a Performance and a Payment Bond will be required in an amount equal to 100% of the Contract Price. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in Georgia. Only Barrow County Bid, Payment and Performance Bond Forms Are Acceptable. An original (unbound) and four copies of the bid are to be submitted.

OWNER reserves the right to waive any informality or to reject fully or partially any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be in the best interest of the OWNER. No bid will be rejected without just cause.

Michael R. Renshaw, County Manager
BARROW COUNTY BOARD OF COMMISSIONERS
SECTION II
INSTRUCTIONS TO BIDDERS

1. Defined Terms: Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Proposal and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids.)

2. Copies of Bidding Documents:

2.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement for Bids may be obtained from OWNER.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the WORK and do not confer a license or grant for any other use.

3. Qualifications of Bidders: To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five days of OWNER's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called requested. Each Bid must contain evidence of Bidder's qualification to do business in Georgia or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site:

4.1 It is the responsibility of each Bidder before submitting a Bid to: (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the WORK, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the WORK, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.
4.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof.

4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.4 On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall clean up and restore the site to its former condition upon completion of such explorations.

4.5 The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary services facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

4.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the WORK required by the Contract Documents and such means, methods, techniques, sequences or procedures of services as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

5. Interpretations and Addenda:

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the OWNER as indicated in the Advertisement. Interpretations or clarifications considered necessary by the OWNER in response to such questions will be provided through the Barrow County Finance Web Page at www.barrowga.org.
Questions received less than ten days prior to the date for opening of Bids may not
be answered. Oral interpretations or clarifications of questions are not binding. Only written answers, in formal Addenda form, will be binding.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable or necessary by OWNER.

6. **Bid Security:**

6.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions. The Barrow County Bid Bond Form is the only acceptable form for this project.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. **Contract Time:** The number of days within which, or the dates by which, the WORK is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Proposal and the Agreement.

8. **Liquidated Damages:** Provisions for liquidated damages are set forth in the Agreement.

9. **Substitute or "Or Equal" Items:** The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by ENGINEER at least fifteen (15) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or WORK that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The ENGINEER's decision of approval or disapproval of a proposed substitution shall be final. If ENGINEER approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall
not rely upon approvals made in any other manner. The Bidder shall be responsible for all costs of all changes resulting from any such substitutions.

10. **Subcontractors, Suppliers and Others:**

10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the WORK for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

10.2 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

11. **Proposal:**

11.1 The Proposal is included with the Bidding Documents.

11.2 All blanks in the Proposal must be completed in ink or by typewriter.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an
assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal).

11.7 The address and telephone number for communications regarding the Bid must be shown.

12. Submission of Bids:

12.1 Bids shall be submitted at the time, place, and as specified indicated in the Advertisement for Bids and shall be enclosed in a sealed envelope, marked with the project title, “RFB2019-1 –Tanners Bridge WWTF Solids Removal”. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION.

12.2 All costs associated with preparation of Bids in response to this RFB will be the responsibility of the bidder and will not be reimbursed by the OWNER.

The OWNER will not be responsible for late mail delivery of bids and no bid may be withdrawn or modified in any way after the deadline for bid opening. No bid amounts shall be shown on the outside of the bid envelope.

13. Modification and Withdrawal of Bids:

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. Opening of Bids: Bids will be opened, and read aloud.

15. Bids to Remain Subject to Acceptance: All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.
16. **Award of Contract:**

16.1 OWNER reserves the right to reject any and all Bids, to waive any and all formalities not involving price, time or changes in the WORK and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. OWNER reserves the right to reject the Bid of any Bidder at the OWNER’s sole discretion. OWNER also reserves the right to resolve any discrepancies in the multiplication of units of WORK and unit prices or between the indicated sum of any column of figures and the correct sum at the OWNER’s sole discretion.

16.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Proposal or prior to the Notice of Award.

16.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the WORK as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the WORK when such data is required to be submitted prior to the Notice of Award.

16.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the WORK in accordance with the Contract Documents to OWNER’s satisfaction within the prescribed time.

16.5 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

17. **Contract Security:** Performance and Payment Bonds shall be submitted as specified in the Advertisement for Bids. Only Barrow County Performance and Payment Bond Forms will be accepted.

18. **Signing of Agreement:** All bidders are required to execute the Services Agreement included in this bid package to indicate the bidder’s willingness to comply with all terms of the Agreement and to submit the executed Agreement with the bid. Upon award of the Project to the winning bidder, the County will execute the Agreement. There will be no re-negotiation of terms of the Agreement. Please be advised that the bidder’s execution of
the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement. **Exhibits B and D to the Services Agreement must be completed when submitting the bid. Do not insert date of Agreement, the date will be inserted at the time the County executes their portion of the Services Agreement.**

19. **Laws and Regulations:** The CONTRACTOR shall keep itself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the WORK, or the materials used in the WORK, or in any way affecting the conduct of the WORK, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, CONTRACTOR shall forthwith report the same in writing to the OWNER. CONTRACTOR shall at all times observe and comply with all such existing and future laws, ordinances and regulations and shall protect and indemnify the OWNER and its agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by CONTRACTOR or by its employees.

20. **Non-Segregated Facilities:** Bidders must certify that they do not and will not, maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed or national origin.

21. **OWNER’s Options To Purchase Materials:**

21.1 By submitting a Bid, a Bidder agrees to allow the OWNER to purchase certain materials for this Project at the price quoted to Bidder by its supplier. The Bidder further agrees to execute a change order at the time of execution of the Contract Agreement to adjust the appropriate unit prices or extended totals and total contract amount. The amount of the change order will be based on deducting from the prices bid the sum of:

21.1.1 The cost of the materials;

21.1.2 Shipping costs, based on freight-on board (FOB) job site; and

21.1.3 Sales tax in the amount of seven percent of the sum of the two preceding items.

21.2 By virtue of a Bidder utilizing quotes from suppliers in the preparation of its bid for this Project, the Bidder declares that it has reached an agreement with its potential suppliers to allow the OWNER to purchase the materials for this Project from the suppliers in accordance with the terms and conditions included herein.
21.3 The apparent Low Bidder supplier of the designated material shall each submit a sworn affidavit stating the cost of the material and the cost of shipping the material which was utilized in the Bidder's preparation of its bid.

21.4 In the event the OWNER furnishes materials for this Project:

21.4.1 The CONTRACTOR shall be responsible for scheduling shop drawings, the delivery of the materials to the Project site, as well as establishing the hours of delivery and method of delivery to the Project site. The CONTRACTOR shall maintain communication with the material schedules. The CONTRACTOR shall submit, with a services progress schedule, a schedule for required deliveries of OWNER furnished material.

21.4.2 No additional payment shall be made to CONTRACTOR on account of delays in delivery of materials furnished by the OWNER.

21.4.3 The CONTRACTOR shall pay all delivery waiting charges.

21.4.4 The CONTRACTOR shall review and handle all shop drawings prepared by the supplier in accordance with Section IX of these Specifications.

21.4.5 Upon delivery of materials, the CONTRACTOR shall proceed without delay to unload such materials.

21.4.6 Should any material be damaged, lost, or fail under test, and in the opinion of the ENGINEER, such failure or damage is the result of improper handling, it shall be replaced in kind by the CONTRACTOR at no cost to the OWNER.

21.4.7 No additional payment will be made for receiving, handling and distributing materials furnished by the OWNER.

21.4.8 Fittings, solid sleeves and special pipe, which are not shown on the Drawings and which are installed for the convenience of the CONTRACTOR, shall not be paid for the OWNER.

21.4.9 Upon receipt of materials from the manufacturer, the CONTRACTOR shall make an inspection of such materials, checking and certifying the bill of lading, noting any discrepancies and obtaining a proper memorandum signed by the agent of the carrier for any shortage in the shipment, or for any damaged materials received. All bills of lading and any memorandum for shortage of damage of material in the shipment shall be promptly submitted to the ENGINEER. The CONTRACTOR shall be responsible for
distribution of all materials as required to complete the WORK. Materials furnished to the CONTRACTOR shall be in the custody of the CONTRACTOR from the time of receipt by the CONTRACTOR of such materials from the carrier until final acceptance of the completed WORK. The CONTRACTOR shall be responsible for any loss or damage to materials furnished by the OWNER.

END OF SECTION
To: Michael R. Renshaw, County Manager  
Barrow County Board of Commissioners  
30 North Broad Street  
Winder, Georgia, 30680

PROJECT TITLE: RFB2019-1 Tanners Bridge WWTF Sludge Removal (Project #SS021)

Bidder's person to contact for additional information on this Bid Form:

Name:  
Address:  
Telephone:  
Licensed, Class:  
Contractor No. 

1. BIDDER'S DECLARATION AND UNDERSTANDING

1.1 The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the OWNER, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Project.

1.2 The Bidder further declares that he has carefully examined the Bidding and Contract Documents for the execution of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Bidding and Bidding and Contract Documents, and that this Bid Form is made according to the provisions and under the terms of the Bidding Documents, which Documents are hereby made a part of this Bid Form.
1.3 The Bidder further acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing access to the site; disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, creek stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof covered by the Bidding and Contract Documents.

1.4 The Bidder further acknowledges that he has satisfied himself/herself as to the character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records or exploratory work furnished by the OWNER or included in these Documents. Failure by the CONTRACTOR to acquaint himself with the physical conditions of the site and all available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

1.5 The Bidder warrants that as a result of his examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of the OWNER. The OWNER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of the Agreement, unless (1) such representations are expressly stated in the Agreement Form, and (2) the Agreement Form expressly provides that the responsibility therefore is assumed by the OWNER.

1.6 Bidder shall include the following additional documents and information with this Bid Form:

1.6.1 Bid Security

1.6.2 Bidder’s Certification of License Number on the outside of envelope containing this Bid Form.

2. CONTRACT EXECUTION AND BONDS

2.1 The Contractor grants to the OWNER the exclusive right and option to accept its bid, upon the terms and conditions provided for in the Bidding Documents. The Contractor shall be obligated to hold its bid open for sixty (60) days from the date of the submittal of its bid. The OWNER may exercise its right to accept the bid at any time during this sixty (60) day period.
2.2 All bidders are required to execute the Services Agreement included in this bid package to indicate the bidder’s willingness to comply with all terms of the Agreement and to submit the executed Agreement with the bid. Upon award of the Project to the winning bidder, the County will execute the Agreement. There will be no re-negotiation of terms of the Agreement. Please be advised that the bidder’s execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement.

The Bidder will, within 15 calendar days from receiving Notice of Award, deliver to the OWNER the Performance Bond, Payment Bond, and Certificate(s) of Insurance, required herein, and will, to the extent of his bid, furnish all machinery, tools, apparatus, and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Bidding and Contract Documents.

3. CERTIFICATES OF INSURANCE

3.1 The Successful Bidder agrees to furnish the OWNER, within 5 days from receiving Notice of Award, both the Certificate of Insurance required herein and the insurance company’s own Certificate of Insurance.

3.2 The Successful Bidder further agrees that the total bid amount stated herein includes specific consideration for the insurance coverages, including contractual liability, specified in the Bidding and Contract Documents.

4. START OF SERVICES AND CONTRACT COMPLETION TIME

4.1 The Successful Bidder further agrees to promptly mobilize and begin work within 15 days from the Contract start date specified in the OWNER’S Notice to Proceed, and to be substantially complete, as defined in the General Conditions, within 90 days from the Contract start date specified in the OWNER’S Notice to Proceed. All work tasks of the total project shall be complete in all respects within 90 days from the date specified in the OWNER'S Notice to Proceed.

5. ADDENDA

5.1 The Bidder hereby acknowledges that he has received the following addend:

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<thead>
<tr>
<th>ADDENDUM NO.</th>
<th>DATE RECEIVED</th>
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6. **SALES AND USE TAXES**

6.1 The Bidder agrees that all sales and use taxes, if applicable, are included in the stated bid prices for the work.

7. **BASIS OF AWARD**

7.1 Award of Contract will be made in accordance with Paragraph 16 (Award of Contract) of the INSTRUCTIONS TO BIDDERS.

8. **TOTAL BID AMOUNT**

8.1 The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Bidding and Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved for each. The Bidder agrees that the unit prices represent a true measure of all labor and materials required to perform the work, including all allowances for overhead, profit, bond cost and any and all other costs associated with the work for each type and unit of work called for in these Bidding and Contract Documents. The unit price amounts shall be shown in both words and figures. In case of a discrepancy, the amounts shown in words shall govern.

8.2 Bidder acknowledges that the unit prices have been computed in accordance with the General Conditions. Bidder further acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in Bidding and Contract Documents.
BID SCHEDULE

TANNERS BRIDGE WWTF SOLIDS REMOVAL

The CONTRACTOR is directed to Section 0125 “Measurement and Payment” for the methods and limits for payments to the CONTRACTOR for the pay items listed below.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Est. Qty</th>
<th>Unit Price Bid</th>
<th>Total for Item</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization and Set-Up</td>
<td>LS</td>
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<td>2</td>
<td>Solids Removal, Dewatering and Disposal</td>
<td>Dry Ton</td>
<td>350</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Demobilization, Clean-up and Site Restoration</td>
<td>LS</td>
<td>1</td>
<td></td>
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</tr>
</tbody>
</table>

NOTE: All labor, material and equipment required to complete the work as shown on the plans but not specifically itemized in the above bid items but shown or called out on the plans shall be included in the price.

BID TOTAL, EXTENDED AMOUNT FOR ITEMS 1 THROUGH 3, INCLUSIVE: ______________________________

(Amount written in words has precedence)
9. EXPERIENCE OF BIDDER

9.1 The Bidder submits the following list of at least five clients for whom projects involving similar SERVICES have been performed within the past 10 years.

1) Name of Client (Owner and Contact)________________________________________
   Telephone Number________________________
   Street___________________________________
   City_________________________ State_________ Zip__________
   Project Name__________________________________________________________
   Date________________________

2) Name of Client (Owner and Contact)________________________________________
   Telephone Number________________________
   Street___________________________________
   City_________________________ State_________ Zip__________
   Project Name__________________________________________________________
   Date________________________

3) Name of Client (Owner and Contact)_______________________
   Telephone Number________________________
   Street___________________________________
   City_________________________ State_________ Zip__________
   Project Name__________________________________________________________
   Date________________________
4) Name of Client (Owner and Contact)________________________
   Telephone Number________________________
   Street__________________________________________
   City_________________________ State_____________ Zip_____________
   Project Name________________________________________
   Date________________________

5) Name of Client (Owner and Contact)________________________
   Telephone Number________________________
   Street__________________________________________
   City_________________________ State_____________ Zip_____________
   Project Name________________________________________
   Date________________________

10. PERFORMANCE OF WORK BY CONTRACTOR

10.1 The Bidder shall perform at least 50 percent of the work with his own forces.

11. SUBCONTRACTORS

11.1 The Bidder further proposes that the following subcontracting firms or businesses
    will be awarded subcontracts for the following portions of the work in the event
    that the Bidder is awarded the Contract:

    Name________________________________________
    Type of Work___________________________________
    Street________________________________________
    City_________________________ State_____________ Zip_____________
12. **SURETY**

12.1 If the Bidder is awarded a Services Contract, the Surety who provides the Performance Bond and Payment Bond will be:

________________________________________________________________________ whose address is

________________________________________________________________________

Street________________________________________________________________________

________________________________________________________________________

City________________________ State_______________ Zip_______________

13. **BIDDER**

13.1 The name of the Bidder submitting this Bid Form is

________________________________________________________________________ doing business at

________________________________________________________________________

Street________________________________________________________________________

________________________________________________________________________

City________________________ State_______________ Zip_______________

which is the address to which all communications concerned with this Bid Form and with the Agreement Form shall be sent.
13.2 The names of the principal officers of the corporation submitting this Bid Form, or of the partnership, or of all persons interested in this Bid Form as principals are as follows:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _______ 2016.

___________________________________________
Signature of Bidder

___________________________________________
Title
If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ______ day of ______________ 2016.

(SEAL)

Name of Corporation

____________________________________

By

____________________________________

Title

____________________________________

Attest

Secretary

____________________________________

End of Section
SECTION IV
BID BOND
BARROW COUNTY BOARD OF COMMISSIONERS
WINDER, GEORGIA

BIDDER (Name and Address):
______________________________________________

SURETY (Name and Address of Principal Place of Business):
______________________________________________

OWNER (hereinafter referred to as the “County” (Name and Address):
Barrow County Board of Commissioners
30 North Broad Street
Winder, Georgia 30680

BID
BID DUE DATE:
PROJECT (Brief Description Including Location):
______________________________________________

BOND
BOND NUMBER:
DATE (Not later than Bid due date):
PENAL SUM: _____________________________________
  (Words)                                          (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the
terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its
behalf by its authorized officer, agent or representative.

BIDDER
________________________________________ (Seal)
Bidder’s Name and Corporate Seal
By: ______________________________________
Signature and Title:
Attest: ____________________________
Signature and Title:

SURETY
________________________________________ (Seal)
Surety’s Name and Corporate Seal
By: ______________________________________
Signature and Title:
(Attach Power of Attorney)
Attest: ____________________________
Signature and Title:

Note: (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
(2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.

____________________________________________________________________________________________
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 The County accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or

3.2 All Bids are rejected by the County; or

3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.
SECTION IV
BID BOND
BARROW COUNTY BOARD OF COMMISSIONERS
WINDER, GEORGIA

BIDDER (Name and Address):

____________________________

SURETY (Name and Address of Principal Place of Business):

____________________________

OWNER (hereinafter referred to as the “County” (Name and Address):

Barrow County Board of Commissioners
30 North Broad Street
Winder, Georgia 30680

BID
BID DUE DATE:
PROJECT (Brief Description Including Location):

____________________________

BOND
BOND NUMBER:
DATE (Not later than Bid due date):
PENAL SUM: ____________________________ (Words) ____________________________ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

____________________________ (Seal)
Bidder’s Name and Corporate Seal

By: ____________________________
Signature and Title:

Attest: ____________________________
Signature and Title:

SURETY

____________________________ (Seal)
Surety’s Name and Corporate Seal

By: ____________________________
Signature and Title:

(Attach Power of Attorney)

Attest: ____________________________
Signature and Title:

Note: (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
(2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 The County accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or

   3.2 All Bids are rejected by the County; or

   3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.
SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ____ day of ___________, 2018, by and between BARROW COUNTY, a political subdivision of the State of Georgia (the “County”), and __________________ (“Contractor”), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to employ a contractor to perform services for the Project, as defined below; and

WHEREAS, the County solicited bids for services pursuant to Barrow County Request for Bid 2019-1, Project Number SS021, dated June 6, 2018 (the “RFB,” a copy of which is maintained in the files of the Barrow County Purchasing Department); and

WHEREAS, in response to the RFB, the Contractor submitted a complete and timely bid (the “Bid Documents”) and met all bid requirements such that the County awarded Project Number SS021 to the Contractor; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor’s bid to perform the services described herein, the County has selected Contractor as the successful bidder, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of Work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND COMPLETION DATE

A. Project Description; Engineer

(1) Project. The Project is described as Tanners Bridge WWTF Solids Removal (the “Project”).
(2) **Engineer.** The Project has been designed by Engineering Management Incorporated (“EMI”) (hereinafter referred to as the “Engineer”). The Engineer is to act as the County’s representative with respect to the Project and shall assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**B. The Work**

The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, removal, dewatering, and disposal of solids within the described lagoons at the County’s Tanners Bridge Waste Water Treatment Facility (WWTF) as detailed herein. The Work includes all material, labor, insurance, tools, equipment, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within **fifteen (15) days** of County’s issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

**C. Completion Date**

(1) **Contract Periods; Contract Term.** Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written “Notice to Proceed” provided by the County (the “Commencement Date”), and the Parties intend that all Work shall be completed within a total construction time of **ninety (90) consecutive calendar days.** Every effort will be made by Contractor to shorten this period. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

(2) **Liquidated Damages.** The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall
pay to the County **Two Hundred Fifty and 00/100 Dollars ($250.00)** for each and every day that expires after the deadlines provided herein or agreed to in writing by both Parties.

**II. COMPENSATION**

The total amount paid under this Agreement as compensation for Work performed shall not, in any case, exceed $_________. (the “Contract Price”). County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by Engineer and the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed. Invoices may be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

**III. COVENANTS OF CONTRACTOR**

A. **Expertise of Contractor**

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County’s intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. **County’s Reliance on the Work**

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the County bears any responsibility for Contractor’s services performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor’s performance.

C. **Contractor’s Representative**

_________ shall be authorized to act on Contractor’s behalf with respect to the Work as Contractor’s designated representative.

D. **Assignment of Agreement**

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the County shall have no obligation to them.

E. **Responsibility of Contractor and Indemnification of Barrow County**

The Contractor covenants and agrees to take and assume all responsibility for the services
rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, and their officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to collectively as “County Parties”) from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney’s fees and costs of defense, (hereinafter “Liabilities”) which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of, the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against , the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

G. Insurance

(1) Requirements:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the
(2) **Minimum Limits of Insurance:**

Contractor shall maintain limits no less than:

(a) Comprehensive General Liability of $1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of $1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of $1,000,000 per accident.

(3) **Deductibles and Self-Insured Retentions:**

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) **Other Insurance Provisions:**

The policy is to contain, or be endorsed to contain, the following provisions:

(a) **General Liability and Automobile Liability Coverage.**

(i) The County, and their officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, and their officials, employees, agents or volunteers.

(ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, and their officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, and their officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, and their officials, employees, agents or volunteers.
(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) The insurer agrees to waive all rights of subrogation against the County, and their officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the County.

(vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, and their officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the County.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VII.

(6) Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
(7) **Subcontractors:**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insured.

(8) **Claims-Made Policies:**

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) **County as Additional Insured and Loss Payee:**

The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

**H. Bonds**

The Contractor shall provide Performance and Payment bonds on the County’s forms and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. The County’s form of Performance Bond is attached hereto marked Exhibit “F” and the County’s form of Payment Bond is attached hereto marked Exhibit “G.”

**I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavits**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

1. the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits “D” and “E” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor’s subcontractors have conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, or

2. the Contractor provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.
The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit “D”, and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit “E”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor’s and Contractor’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor’s subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor’s failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

___ 500 or more employees.

___ 100 or more employees.

___ Fewer than 100 employees.
Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s’ indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

J. **Conflicts of Interest**

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation.

K. **Licenses, Certifications and Permits**

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of Contractor’s industry.

L. **Authority to Contract**

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

M. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section III(K) in every subcontract for services contemplated under this Agreement.

IV. **COVENANTS OF THE COUNTY**

A. **Right of Entry**

The County shall provide for right of entry for Contractor in order for Contractor to complete the Work.
B. County’s Representative

____________________ shall be authorized to act on the County’s behalf with respect to the Work as the County’s designated representative.

V. TERMINATION

A. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work.

B. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly remove Contractor’s equipment used in performing this Agreement.

C. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VI. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor’s performance of services under this Agreement shall not subject Contractor’s individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement among the Parties and supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

IX. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
X. CAPTIONS AND SEVERABILITY

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XI. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between ___________________ for the County and ___________________ for the Contractor.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Barrow County Board of Commissioners
30 North Broad Street
Winder, Georgia 30680

NOTICE TO THE CONTRACTOR shall be sent to:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Phone: __________________________

XII. WAIVER OF AGREEMENT

The County’s failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XIII. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County’s sovereign immunity or any individual’s qualified good faith or official immunities.
XIV. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

XV. NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

[SIGNATURES ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement.

CONTRACTOR:

By: _____________________________
Its: _____________________________

[CORPORATE SEAL]

ATTEST:

By: ___________________________
Printed Name: ___________________
Title: __________________________

BARROW COUNTY, GEORGIA

By: _____________________________
Pat Graham, Chairman

[COUNTY SEAL]

ATTEST:

By: _____________________________
Danielle Austin, County Clerk
EXHIBIT “A”

BID DOCUMENTS FROM CONTRACTOR
EXHIBIT “B”

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA
COUNTY OF BARROW

________________________________________, being first duly sworn, deposes and says that:

(1) He is ___________________________(Owner, Partner, Officer, Representative, or Agent) of ___________________________ (the “_______________” (Bidder)) that has submitted the attached _______ (Bid);

(2) He is fully informed respecting the preparation and contents of the attached _______ (Bid) and of all pertinent circumstances respecting such _______ (Bid);

(3) Such _______ (Bid) is genuine and is not a collusive of sham _______ (Bid);

(4) Neither the said _______ (Bidder) nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other _______ (Bidder), firm or person to submit a collusive or sham _______ (Bid) in connection with the Contract for which the attached _______ (Bid) has been submitted to or refrain from proposing in connection with such Contract, or has in any collusion or communication or conference with any other _______________ (Bidder), firm or person to fix the price or prices in the attached _______ (Bid) or of any other _______ (Bid), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Barrow County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached _______ (Bid) are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the _______ (Bidder) or any of its agents, representatives, owners, employees, or parties in interest, included in this affidavit.

(6) _______ (Bidder) has not directly or indirectly violated any law, ordinance or regulation related to the _______ (Bid).

_______________________________________
Signature of Authorized Officer or Agent

_______________________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _______ DAY OF _________, 20___.

_______________________________________
Notary Public

[NOTARY SEAL]

My Commission Expires: _________________
TO BARROW COUNTY, GEORGIA

I, ______________________________, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by ______________________________ or any of its subcontractors in connection with the construction of TANNERS BRIDGE WWTF SOLIDS REMOVAL for Barrow County have been paid and satisfied in full as of ______________, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Barrow County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

______________________________
Signature

______________________________
Title

Personally appeared before me this ____ day of ________, 20____, ________________________, who under oath deposes and says that he is ______________________________ of the firm of ______________________________, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

______________________________
Notary Public

[NOTARY SEAL]

My Commission Expires
EXHIBIT “D”

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA
COUNTY OF BARROW

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow 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 contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor 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

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on ______, ___, 20___ in __________ (city), __________ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _______ DAY OF ________, 20__.

Notary Public

[NOTARY SEAL]

My Commission Expires:
SUBCONTRACTOR AFFIDAVIT

STATE OF GEORGIA
COUNTY OF BARROW

By executing this affidavit, the undersigned subcontractor 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 under a contract with _______________________ (name of contractor) on behalf of Barrow 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor 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

______________________________
Name of Contractor

______________________________
Name of Project

______________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____, 20____ in _________ (city), _________ (state).

______________________________
Signature of Authorized Officer or Agent

______________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _______ DAY OF ________, 20____.

______________________________
Notary Public

[NOTARY SEAL]

My Commission Expires:
PERFORMANCE BOND

STATE OF GEORGIA
COUNTY OF BARROW

KNOW ALL MEN BY THESE PRESENTS THAT ________________________ (as CONTRACTOR, hereinafter referred to as the “Principal”), and ________________________ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of the County, in the sum of ________________________ Dollars ($__________), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as **RFB2019-1 Tanners Bridge WWTF Solids Removal (Project #SS021)**, (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens,
costs and fees of every description, including but not limited to, any damages for
delay, which the County may incur, sustain or suffer by reason of the failure or
default on the part of the Principal in the performance of any and all of the terms,
provisions and requirements of the Contract, including all modifications,
amendments, changes, deletions, additions, and alterations thereto and any
warranties or guarantees required thereunder, then this obligation shall be void;
otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall
include, but not be limited to, any breach of default of the Contract:
   a. The Contractor’s Surety shall commence performance of its obligations and
      undertakings under this Bond no later than thirty (30) days after written
      notice from the County to the Contractor’s Surety; and
   b. The means, method or procedure by which the Contractor’s Surety
      undertakes to perform its obligations under this Bond shall be subject to the
      advance written approval of the County.

The Contractor’s Surety hereby waives notice of any and all modifications, omissions,
additions, changes and advance payments or deferred payments in or about the Contract and agrees
that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any
such modifications, omissions, additions, changes, and advance payments or deferred payments.
The Parties further expressly agree that any action on this Bond may be brought within the time
allowed by Georgia law for suit on contracts under seal.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of ________________, 20____.

CONTRACTOR (“Principal”):

__________________________

By: __________________________ (signature)

__________________________ (print)

Title: __________________________ (SEAL)

Attest:      Date:  __________________________

_____________________ (signature)

_____________________ (print)

Title: ________________

Date:_________________

CONTRACTOR’S SURETY:

________________________

By: __________________________ (signature)

__________________________ (print)

Title: __________________________ (SEAL)

Attest:      Date:   __________________________

_____________________  (signature)

_____________________ (print)

Title: ________________

Date:_________________
(ATTACH SURETY’S POWER OF ATTORNEY)
Exhibit “G”

PAYMENT BOND

STATE OF GEORGIA  
COUNTY OF BARROW

KNOW ALL MEN BY THESE PRESENTS THAT __________________________ (as CONTRACTOR, hereinafter referred to as the “Principal”), and ______________________ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of ________________________________ Dollars ($________________), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County, for the construction of a project known as RFB2019-1 Tanners Bridge WWTF Solids Removal (Project #SS021), (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials
were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor’s Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this ____ day of ________________________, 20____.

CONTRACTOR (“Principal”):

__________________________________________
By: __________________________ (signature)
    __________________________ (print)
Title: __________________________ (SEAL)
Attest:       Date:  __________________________
    __________________________ (signature)
    __________________________ (print)
Title: ______________
Date:_________________

CONTRACTOR’S SURETY:

__________________________________________
By: __________________________ (signature)
    __________________________ (print)
Title: __________________________ (SEAL)
Attest:       Date:  __________________________
    __________________________ (signature)
    __________________________ (print)
Title: ______________
Date:_________________
(ATTACH SURETY’S POWER OF ATTORNEY)
SECTION VI
PERFORMANCE BOND

BARROW COUNTY, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT ______________ (as CONTRACTOR, hereinafter referred to as the “Principal”), and ______________ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of the County, in the sum of ______________________________ Dollars ($_________), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as RFB2019-1 Tanners Bridge WWTF Solids Removal (Project #SS021), (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for
delay, which the County may incur, sustain or suffer by reason of the failure or
default on the part of the Principal in the performance of any and all of the terms,
provisions and requirements of the Contract, including all modifications,
amendments, changes, deletions, additions, and alterations thereto and any
warranties or guarantees required thereunder, then this obligation shall be void;
otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall
include, but not be limited to, any breach of default of the Contract:

a. The Contractor’s Surety shall commence performance of its obligations and
   undertakings under this Bond no later than thirty (30) days after written
   notice from the County to the Contractor’s Surety; and

b. The means, method or procedure by which the Contractor’s Surety
   undertakes to perform its obligations under this Bond shall be subject to the
   advance written approval of the County.

The Contractor’s Surety hereby waives notice of any and all modifications, omissions,
additions, changes and advance payments or deferred payments in or about the Contract, and
agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason
of any such modifications, omissions, additions, changes, and advance payments or deferred
payments. The Parties further expressly agree that any action on this Bond may be brought within
the time allowed by Georgia law for suit on contracts under seal.
IN WITNESS WHEREOF, the principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of ________________, 20__.

[SIGNATURES ON FOLLOWING PAGE]
CONTRACTOR ("Principal"):  

By: __________________________ (signature)  
__________________________ (print)  
Title: ___________________________ (SEAL)  
Attest:  
_____________________ (signature)  
_____________________ (print)  
Title: ________________  
Date:_________________  

CONTRACTOR’S SURETY:  

By: __________________________ (signature)  
__________________________ (print)  
Title: ___________________________ (SEAL)  
Attest:  
_____________________ (signature)  
_____________________ (print)  
Title: ________________  
Date:_________________  

(ATTACH SURETY’S POWER OF ATTORNEY)
KNOW ALL MEN BY THESE PRESENTS THAT ____________________________ (as CONTRACTOR, hereinafter referred to as the “Principal”), and ____________________________ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of ________________________________ Dollars ($ ____________), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County, for the construction of a project known as RFB2019-1 Tanners Bridge WWTF Solids Removal (Project #SS021), (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).
NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor’s Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this ___ day of _______________________, 20___.

[SIGNATURES ON FOLLOWING PAGE]
CONTRACTOR (“Principal”):

By: __________________________ (signature)
__________________________ (print)
Title: __________________________ (SEAL)

Attest:      Date:  __________________________
_____________________  (signature)
_____________________ (print)
Title: ______________
Date:_________________

CONTRACTOR’S SURETY:

By: __________________________ (signature)
__________________________ (print)
Title: __________________________ (SEAL)

Attest:      Date:   __________________________
_____________________  (signature)
_____________________ (print)
Title: ______________
Date:_________________

(ATTACH SURETY’S POWER OF ATTORNEY)
### SECTION IX

**GENERAL CONDITIONS**

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ARTICLE 1—DEFINITIONS
Wherever used in these General Conditions or in
the other Contract Documents the following
terms have the meanings indicated which are
applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued
prior to the opening of Bids which clarify, correct
or change the bidding documents or the Contract
Documents.

Agreement (Also known as Contract) - The written
agreement between OWNER and CONTRACTOR
covering the WORK to be performed; other
Contract Documents are attached to the
Agreement and made a part thereof as provided
therein.

Application for Payment - The form accepted by
ENGINEER which is to be used by CONTRACTOR in
requesting progress or final payments and which
is to include such supporting documentation as is
required by the Contract Documents.

Bid - The offer or proposal of the bidder submitted
on the prescribed form setting forth the prices for
the WORK to be performed.

Bonds - Bid, performance and payment bonds and
other instruments of security.

Change Order - A document recommended by
ENGINEER, which is signed by CONTRACTOR and
OWNER and authorizes an addition, deletion or
revision in the WORK, or an adjustment in the
Contract Price or the Contract Time, issued on or
after the Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda
(which pertain to the Contract Documents),
CONTRACTOR’S Bid (including documentation
accompanying the Bid and any post-Bid
documentation submitted prior to the Notice of
Award) when attached as an exhibit to the
Agreement, the Bonds, these General Conditions,
the Supplementary Conditions, the Specifications
and the Drawings as the same are more

Contract Price - The moneys payable by OWNER
to CONTRACTOR under the Contract Documents
as stated in the Agreement (subject to the
provisions of paragraph 11.9.1 in the case of Unit
Price WORK).

Contract Time - The number of days (computed as
provided in paragraph 17.2) or the date stated in
the Agreement for the completion of the WORK.

CONTRACTOR - The person, firm or corporation
with whom OWNER has entered into the
Agreement.

Defective - An adjective which when modifying
the word WORK refers to WORK that is
unsatisfactory, faulty or deficient, or does not
conform to the Contract Documents, or does not
meet the requirements of any inspection,
reference standard, test or approval referred to in
the Contract Documents, or has been damaged
prior to ENGINEER’S recommendation of final
payment (unless responsibility for the protection
thereof has been assumed by OWNER at
Substantial Completion in accordance with
paragraph 14.8 or 14.10).

Drawings - The drawings which show the
character and scope of the WORK to be
performed and which have been prepared or
approved by ENGINEER and are referred to in the
Contract Documents.

Effective Date of the Agreement - The date
indicated in the Agreement on which it becomes
effective, but if no such date is indicated it means
the date on which the Agreement is signed and
delivered by the last of the two parties to sign and
deliver.
ENGINEER - The person, firm or corporation named as such in the Agreement.

Field Order - A written order issued by ENGINEER which orders minor changes in the WORK in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

* General Requirements - Sections of Division I of the Specifications.

Laws and Regulations: Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER - The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the WORK is to be provided.

Partial Utilization - Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the WORK.

Project - The total completion of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the WORK and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the WORK.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the WORK and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

Substantial Completion - The WORK (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any WORK refer to Substantial Completion thereof. Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.
Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price WORK - WORK to be paid for on the basis of unit prices.

WORK - The entire completed project or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the project, all as required by the Contract Documents.

WORK Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the WORK, or responding to differing or unforeseen physical conditions under which the WORK is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A WORK Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a WORK Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1 CONTRACTOR shall deliver to OWNER required Bonds in accordance with paragraph 5.1.

Copies of Documents:

2.2 ENGINEER shall furnish to CONTRACTOR up to six copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the WORK. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3 The Contract Time will commence to run on the date indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the thirtieth day after the Effective Date of the Agreement.

Starting the Project:

2.4 CONTRACTOR shall start to perform the WORK on the date when the Contract Time commences to run, but no WORK shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Services:

2.5 Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before preceding with any WORK affected thereby; however,
CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the WORK;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the WORK which will include quantities and prices of items aggregating the Contract Price and will subdivide the WORK into component parts in sufficient detail to serve as the basis for progress payments during project execution. Such prices will include an appropriate amount of overhead and profit applicable to each item of WORK which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Before any WORK at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.1 and 5.2, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.4 and 5.5.

Pre-MOBILIZATION Conference:

2.8 Within FIFTEEN days after the Effective Date of the Agreement, but before CONTRACTOR starts the WORK at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the WORK.

Finalizing Schedules:

2.9 At least ten days before submission of the first Application for Payment, CONTRACTOR, ENGINEER and others as appropriate will finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the WORK to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the WORK nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any WORK, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied
whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe WORK, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER’S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 If, during the performance of the WORK, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the WORK affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the WORK or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 a formal Written Amendment,

3.4.2 a Change Order (pursuant to paragraph 10.4), or

3.4.3 a WORK Directive Change (pursuant to paragraph 10.4). As indicated in paragraph 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the WORK may be authorized, in one or more of the following ways:

3.5.1 a Field Order (pursuant to paragraph 9.5),

3.5.2 ENGINEER’S review of a Shop Drawings or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3 ENGINEER’S written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the WORK under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.
ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER’S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary SERVICES facilities or storage of materials and equipment.

Physical Conditions:

4.2.1 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR’S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions:

If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any WORK in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4 ENGINEER’S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing of ENGINEER’S findings and conclusions.

4.2.5 Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a WORK Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.
4.2.6 Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that these are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions - Underground Facilities:

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the OWNERS of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the WORK with the OWNERS of such Underground Facilities during THE PROJECT DURATION, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the WORK, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any WORK affected thereby (except in an emergency as permitted by paragraph 6.22), identify the OWNER of such Underground Facility and give written notice thereof to that OWNER and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4 OWNER shall provide engineering surveys to establish reference points for project execution which in ENGINEER’S judgment are necessary to enable CONTRACTOR to proceed with the WORK. CONTRACTOR shall be responsible for laying out the WORK (unless otherwise specified in the General Requirements), shall protect and reserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.
ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1 CONTRACTOR shall furnish performance and payments Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR’S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form As specified in the Advertisement For Bids and be executed by such sureties as are named in the current of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.3, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

CONTRACTOR’S Liability Insurance:

5.3 See “Insurance” Section of the Services Agreement.

Contractual Liability Insurance:

5.4 See “Insurance” Section of the Services Agreement.

OWNER’S Liability Insurance:

5.5 See “Insurance” Section of the Services Agreement.

Property Insurance:

Section 5.6 is Deleted

Waiver of Rights:

5.7 See Services Agreement.

Receipt and Application of Proceeds:

Section 5.8 is Deleted.

Acceptance of Insurance:

5.10 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.1 and 5.2 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.
Partial Utilization - Property Insurance:

5.11 If OWNER finds it necessary to occupy or use a portion or portions of the WORK prior to Substantial Completion of all the WORK, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR’S RESPONSIBILITIES

Supervision and Superintendence:

6.1 CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures for execution, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure for execution which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the WORK at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR’S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitable qualified personnel to survey and lay out the WORK and perform services as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the WORK.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER’S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 to 9.16.

Adjusting Progress Schedule:

6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to
reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR’S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for WORK on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORs affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR’S expense additional data about the proposed substitute.

6.7.2 If a specific means, method, technique, sequence or procedure for execution is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure for execution acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER’S prior written acceptance which will be evidenced by either a Change Order or a reviewed Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR’S expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER’S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER’S
consultants for evaluating each proposed substitute.

**Concerning Subcontractors, Suppliers and Others:**

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the WORK against whom CONTRACTOR has reasonable objection.

6.8.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER’S or ENGINEER’S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective WORK.

6.9 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the WORK under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR’S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the WORK among Subcontractors or Suppliers or delineating the WORK to be performed by any specific trade.

6.11 All WORK performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.8. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraph 5.4 and 5.5.

**Patent Fees and Royalties:**

6.12 CONTRACTOR shall pay all license fees and royalties 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 patent rights or copyrights held by others. If a particular invention, design, process,
product or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all applicable permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility OWNERS for connections to the WORK, and OWNER shall pay all charges of such utility OWNERS for capital costs related thereto.

Laws and Regulations:

6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the WORK. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR’S compliance with any Laws or Regulations.

6.14.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations. CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any WORK knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR’S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.

Uses of Premises:

6.16 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the OWNER or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against OWNER or ENGINEER by any such OWNER or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law.
CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of ENGINEERS, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR’S performance of the WORK.

6.17 During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the WORK. At the completion of the WORK CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the WORK or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, WORK Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during project execution. These record documents together with all approved samples and a counterpart of all reviewed Shop Drawings will be available to ENGINEER for reference. Upon completion of the WORK, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 all employees on the WORK and other persons and organizations who may be affected thereby;

6.20.2 all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of project execution.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

CONTRACTOR shall notify OWNERS of adjacent property and of Underground Facilities and utility OWNERS when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or
furnish any of the WORK or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR’S duties and responsibilities for the safety and protection of the WORK shall continue until such time as all the WORK is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the WORK is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR’S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

**Emergencies:**

6.22 In emergencies affecting the safety or protection of persons or the WORK or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a WORK Directive Change or Change Order will be issued to document the consequences of the changes or variations.

**Shop Drawings and Samples:**

6.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, three copies plus the number of copies required by the CONTRACTOR (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR’S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24 CONTRACTOR shall also submit to ENGINEER for review with such promptness as to cause no delay in WORK, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR’S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and review or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.
6.25.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review of each such variation.

6.26 ENGINEER will review with reasonable promptness Shop Drawings and samples, but ENGINEER’S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures for execution (except where a specific means, method, technique, sequence or procedure for execution is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27 ENGINEER’S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER’S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28 Where a Shop Drawing or sample is required by the Specifications, any related WORK performed prior to ENGINEER’S review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

**Continuing the WORK:**

6.29 CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with OWNER. No WORK shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

**Indemnification:**

6.30 See Services Agreement.

**ARTICLE 7 - OTHER WORK**

**Related WORK at Site:**

7.1 OWNER may perform other WORK related to the Project at the site by OWNER’S own forces, have other WORK performed by utility OWNERS or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other WORK is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other WORK; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
7.2 CONTRACTOR shall afford each utility OWNER and other CONTRACTOR who is a party to such a direct contract (or OWNER, if OWNER is performing the additional WORK with OWNER’S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such WORK, and shall properly connect and coordinate the WORK with theirs. CONTRACTOR shall do all cutting, fitting and patching of the WORK that may be required to make its several parts come together properly and integrate with such other WORK. CONTRACTOR shall not endanger any WORK of others by cutting, excavating or otherwise altering their WORK and will only cut or alter their WORK with the written consent of ENGINEER and the others whose WORK will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility OWNERs and other CONTRACTORs to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility OWNERs and other CONTRACTORs.

7.3 If any part of the CONTRACTOR’S WORK depends for proper execution or results upon the WORK of any such other CONTRACTOR or utility OWNER (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such WORK that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR’S failure so to report will constitute an acceptance of the other WORK as fit and proper for integration with CONTRACTOR’S WORK except for latent or nonapparent defects and deficiencies in the other WORK.

**Coordination:**

7.4 If OWNER contracts with others for the performance of other WORK on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime CONTRACTORs will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

**ARTICLE 8 - OWNER’S RESPONSIBILITIES**

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an ENGINEER against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER’S duties in respect of providing lands and easements and providing Engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER’S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER’S responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.3 through 5.6.
8.6 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7 OWNER’S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8 In connection with OWNER’S right to stop WORK or suspend WORK, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER’S right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER’S STATUS DURING SERVICES

OWNER’S Representative:

9.1 ENGINEER will be OWNER’S representative during the services period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER’S representative during services are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of execution to observe the progress and quality of the executed WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the WORK. ENGINEER’S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed WORK will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the WORK and will endeavor to guard OWNER against defects and deficiencies in the WORK.

Project Representation:

9.3 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the WORK. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER’S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Authorized Variations in WORK:

9.5 ENGINEER may authorize minor variations in the WORK from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the WORK involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may
make a claim therefor as provided in Article 11 or 12.

**Rejecting Defective WORK:**

9.6 ENGINEER will have authority to disapprove or reject WORK which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the WORK as provided in paragraph 13.9, whether or not the WORK is fabricated, installed or completed.

**Shop Drawings, Change Orders and Payments:**

9.7 In connection with ENGINEER’S responsibility for Shop Drawings and samples, see paragraph 6.23 through 6.29 inclusive.

9.8 In connection with ENGINEER’S responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9 In connection with ENGINEER’S responsibilities in respect of Application for Payment, see Article 14.

**Determinations for Unit Prices:**

9.10 ENGINEER will determine the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER’S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER’S written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

**Decisions on Disputes:**

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes and other matters relating to the acceptability of the WORK or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the WORK and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

**Limitations on ENGINEER’S Responsibilities:**

9.13 Neither ENGINEER’S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such
authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the WORK, or to any surety for any of them.

9.14 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the WORK, it is intended that such requirement, direction, review or judgment will be solely to evaluate the WORK for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15 ENGINEER will not be responsible for CONTRACTOR’S means, methods, techniques, sequences or procedures for execution, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR’S failure to perform or furnish the WORK in accordance with the Contract Documents.

9.16 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the WORK.

**ARTICLE 10 - CHANGES IN THE WORK**

10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the WORK; these will be authorized by a Written Amendment, a Change Order, or a WORK Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the WORK involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a WORK Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any WORK performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering WORK as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1 changes in the WORK which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective WORK under paragraph 13.13 or correcting defective WORK under paragraph 13.14, or are agreed to by the parties;

10.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 changes in the Contract Price or Contract time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the
provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the WORK and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the WORK or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the WORK. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved.

No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9.1 through 11.9.3 inclusive).

11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3 On the basis of the Cost of the WORK (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the WORK:

11.4 The term Cost of the WORK means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the WORK. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the WORK under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the WORK shall be apportioned on the basis of their time spent on the WORK. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which
shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing WORK after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above.

11.4.2 Cost of all materials and equipment furnished and incorporated in the WORK, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for WORK performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the WORK Plus a Fee, the Subcontractor’s Cost of the WORK shall be determined in the same manner as CONTRACTOR’S Cost of the WORK. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to ENGINEERS, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the WORK.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR’S employees incurred in discharge of duties connected with the WORK.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the Workers, which are consumed in the performance of the WORK, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK.

11.4.5.4 Sales, consumer, use or similar taxes related to the WORK, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for cause other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the WORK or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the WORK (except losses and damages within the deductible amounts of property insurance established by
OWNER in accordance with paragraph 5.7), provided they have resulted from causes other than the negligence of CONTRACTOR, and Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the WORK for the purpose of determining CONTRACTOR’S Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the WORK.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the WORK and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.7.

11.5 The term Cost of the WORK shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR’S officers, executives, principals (of partnership and sole proprietorships), general managers, ENGINEERS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR’S principal or a branch office for general administration of the WORK and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR’S Fee.

11.5.2 Expenses of CONTRACTOR’S principal and branch offices other than CONTRACTOR’S office at the site.

11.5.3 Any part of CONTRACTOR’S capital expenses, including interest on CONTRACTOR’S capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

**CONTRACTOR’S Fee:**

11.6 The CONTRACTOR’S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon.

11.6.2 a fee based on the following percentages of the various portions of the Cost of the WORK:
11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR’S Fee shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR’S Fee shall be five percent; and if a subcontract is on the basis of Cost of the WORK Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR’S Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR’S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7 Whenever the cost of any WORK is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

**Cash Allowances:**

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the WORK so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 CONTRACTOR’S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of WORK covered by allowances, and the Contract Price shall be correspondingly adjusted.

**Unit Price WORK:**

11.9.1 Where the Contract Documents provide that all or part of the WORK is to be Unit Price WORK, initially the Contract Price will be deemed to include for all Unit Price WORK an amount equal to the sum of the established unit prices for each separately identified item of Unit Price WORK times the estimated quantity of each item as indicated in the Proposal. The estimated quantities of items of Unit Price WORK are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR’S overhead and profit for each separately identified item.
11.9.3 Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs by more than twenty-five percent from the estimated quantity of such item indicated in the Proposal and there is no corresponding adjustment with respect to any other item of WORK and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

ARTICLE 12 - CHANGE OF CONTRACT TIME

Section 12.1 Deleted

Section 12.2 Deleted

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of ENGINEERS, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all WORK will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective WORK, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to WORK:

13.2 ENGINEER and ENGINEER’S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the WORK for all required inspections, tests or approvals.

13.4 If Laws or Regulations of any public body having jurisdiction require any WORK (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER’S or ENGINEER’S acceptance of a Supplier of materials or equipment submitted for approval prior to CONTRACTOR’S purchase thereof for incorporation in the WORK. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6 If any WORK (including the WORK of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR’S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR’S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.
13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR’S obligations to perform the WORK in accordance with the Contract Documents.

Uncovering WORK:

13.8 If any WORK is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER’S observation and replaced at CONTRACTOR’S expense.

13.9 If ENGINEER considers it necessary or advisable that covered WORK be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER’S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material and equipment. If it is found that such WORK is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of ENGINEERS, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such WORK is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Correction or Removal of Defective WORK:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by ENGINEER, remove it from the site and replace it with non-defective WORK. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of ENGINEERS, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific Provision of the Contract Documents, any WORK is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER’S written instructions, either correct such defective WORK, or if it has been rejected by OWNER, remove it from the site and replace it with non-defective WORK. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and
charges of ENGINEERs, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective WORK:

13.13 If, instead of requiring correction or removal and replacement of defective WORK, OWNER (and, prior to ENGINEER’S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER’S evaluation of and determination to accept such defective WORK (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of ENGINEERS, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER’S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

Owner May correct Defective WORK:

13.14 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed and to correct defective WORK or to remove and replace rejected WORK as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days’ written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the WORK, and suspend CONTRACTOR’S services related thereto, take possession of CONTRACTOR’S tools, appliances, equipment and machinery at the site and incorporate in the WORK all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER’S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies under this paragraph will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of ENGINEERS, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of WORK of others destroyed or damaged by correction, removal or replacement of CONTRACTOR’S defective WORK. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the WORK attributable to the exercise by OWNER of OWNER’S rights and remedies hereunder.
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price WORK will be based on the number of units completed.

Application for Progress Payment:

14.2 CONTRACTOR shall submit a monthly signed invoice to the ENGINEER for his review and subsequent payment by the County. Invoices shall be received no later than the 15th day of the month following the month that WORK was performed. Invoices shall indicate the value of WORK completed through the previous month and the amount of previous payments. The invoice amount shall be the total value completed through the previous month, less retainage, less the total amount previously paid. CONTRACTOR shall provide proof that all subcontractors and material suppliers have been paid.

The County shall make payment within thirty (30) days after receipt of the original signed invoice from the ENGINEER providing the above conditions are met. Invoices received after the 15th day of the month following the month WORK was performed, will be paid within forty-five (45) days after receipt of the original signed invoice from the ENGINEER provided that the above conditions are met. CONTRACTOR’S final invoice must be received by the County no later than thirty (30) days after the project completion date specified in the Agreement.

Payments will be sent to the designated address by U. S. Mail only; payments will not be hand delivered.

CONTRACTOR’S Warranty of Title:

14.3 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 OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4 ENGINEER will, within five days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER’S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER’S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER’S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER’S on-site observations of the WORK in progress as an experienced and qualified design professional and on ENGINEER’S review of the Application for Payment and the accompanying data and schedules that the WORK has progressed to the point indicated; that, to the best of ENGINEER’S knowledge, information and belief, the quality of the WORK is in accordance with the Contract Documents (subject to an evaluation of the WORK as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price WORK under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount
recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the WORK beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER’S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR’S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER’S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER’S opinion to protect OWNER from loss because:

14.7.1 the WORK is defective, or completed WORK has been damaged requiring correction or replacement,

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order.

14.7.3 OWNER has been required to correct defective WORK or complete WORK in accordance with paragraph 13.14, or

14.7.4 of ENGINEER’S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR’S performance or furnishing of the WORK or Liens have been filed in connection with the WORK or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

**Substantial Completion:**

14.8 When CONTRACTOR considers the entire WORK ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire WORK is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the WORK to determine the status of completion. If ENGINEER does not consider the WORK substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the WORK substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the WORK is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER’S objections, ENGINEER considers the WORK substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of
Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER’S issuing the definitive certificate of Substantial Completion, ENGINEER’S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 OWNER shall have the right to exclude CONTRACTOR from the WORK after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10 Use by OWNER of any finished part of the WORK, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the WORK that can be used by OWNER without significant interference with CONTRACTOR’S performance of the remainder of the WORK, may be accomplished prior to Substantial Completion of all the WORK subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the WORK which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the WORK is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the WORK. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the WORK ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the WORK. Within a reasonable time after such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the WORK to determine its status of completion. If ENGINEER does not consider that part of the WORK to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the WORK to be substantially complete, the provisions of paragraph 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the WORK and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the WORK although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the WORK to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the WORK is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the WORK which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have
otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the WORK, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related WORK.

14.10.3 No occupancy or separate operation of part of the WORK will be accomplished prior to compliance with the requirements of paragraph 5.8 in respect of property insurance.

**Final Inspection:**

14.11 Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

**Final Application for Payment:**

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the WORK is complete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the WORK for which OWNER or OWNER’S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

**Final Payment and Acceptance:**

14.13 If, on the basis of ENGINEER’S observation of the WORK during project execution and final inspection, and ENGINEER’S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the WORK has been completed and CONTRACTOR’S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER’S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the WORK is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER’S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the WORK is significantly delayed and if ENGINEER so confirms, OWNER shall, upon
receipt of CONTRACTOR’S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance to be held by OWNER for WORK not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the WORK fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**CONTRACTOR’S Continuing Obligation:**

14.15 CONTRACTOR’S obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by OWNER, nor any pact of acceptance by OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective WORK by OWNER will constitute an acceptance of WORK not in accordance with the Contract Documents or a release of CONTRACTOR’S obligation to perform the WORK in accordance with the Contract Documents (except as provided in paragraph 14.16).

**Waiver of Claims:**

14.16 The making and acceptance of final payment will constitute:

14.16.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective WORK appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR’S continuing obligations under the Contract Documents; and

14.16.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

**ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

**OWNER May Suspend WORK:**

15.1 OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which WORK will be resumed. CONTRACTOR shall resume the WORK on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

**OWNER May Terminate:**

15.2 See Services Agreement, Section 10 “Termination”.

**ARTICLE 16 - ARBITRATION**

Section 16.1 is Deleted

Section 16.2 is Deleted

Section 16.3 is Deleted
ARTICLE 17 - MISCELLANEOUS

Giving Notice:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered as stipulated in Section 11E of the Services Agreement.

Computation of Time:

17.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party’s employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.13, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition, to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.
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SECTION X
SUPPLEMENTARY GENERAL CONDITIONS

1. **THE GENERAL CONDITIONS:** The General Conditions shall apply to all work in the Contract Documents, except as otherwise specified in the Supplementary General Conditions. Requirements of the Supplementary General Conditions supersede those of the General Conditions.

2. **COMMENCEMENT AND COMPLETION OF WORK:** The Contractor shall commence the Work on the date indicated in the Notice to Proceed and shall diligently prosecute said Work so as to complete the entire project and place it in use within **90** calendar days. Beneficial occupancy shall be obtained in **90** calendar days.

3. **SCOPE OF THE WORK:** The Work includes the furnishing of all necessary machinery, equipment, tools, labor and other services means, and all materials (except where otherwise noted) required to perform the Work and Specifications and including the placing of the Work into satisfactory operation.

4. **LOCATION:** The work under this Contract will be located in Barrow County, Georgia as shown on the Drawings.

5. **EXTENSION OF TIME AND FAILURE TO COMPLETE ON TIME:** Any and all extensions of time shall be in accordance with the General Conditions, except as otherwise hereinafter provided.

   Failure to complete the Project on or before the stipulated completion date will result in the assessment of liquidated damages in the amount of $250.00 per calendar day.

6. **SITE DRAWINGS:** The Work shall conform to the following site drawings:

   **Description**
   - Project Location Maps
   - Site Drawings
   - Sludge Volume Calculations

7. **REPORTS AND DRAWINGS USED BY THE ENGINEER:** In the preparation of Drawings and Specifications, ENGINEER has relied upon:

   a. Barrow County GIS digital records, “Soil Survey of Barrow, Hall, and Jackson Counties, Georgia” prepared by the United States Department of Agriculture, Soil Conservation Service.
8. **SANITARY CONVENIENCES:** The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

9. **ENVIRONMENTAL IMPACT:** The CONTRACTOR shall conduct all 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.

   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 will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

   c. **Traffic:** Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

   d. **Sedimentation:** All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins.

10. **PROJECT STAKEOUT:** The OWNER will provide benchmarks and baselines for horizontal and vertical control at the site of the work.

11. **UTILITIES:** Utilities such as sewer, water and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper EXECUTION and use of the new work.

12. **ADJUSTMENT OF DISCREPANCIES:** In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these
specifications, the more expensive PROCEDURE shall be estimated before project is started, the matter shall be submitted to the ENGINEER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment, the CONTRACTOR shall bear all of the extra expense involved.

13. **EQUIPMENT ADJUSTMENT AND CALIBRATION:** All mechanical and electrical equipment, including related control systems, shall be subjected to preliminary operation and testing by the Contractor before the individual facilities and systems are put into operation. Tests shall be made to determine whether the equipment has been properly assembled, aligned, adjusted, wired and connected. Any changes, adjustments, or replacement of equipment which are due to errors or omissions on the part of the CONTRACTOR or which may be otherwise necessary to comply with the requirements of this Contract, shall be done without additional cost to the OWNER. Upon completion of the checking and adjustment, the CONTRACTOR shall demonstrate that each separate piece of equipment in each system of related items of mechanical equipment and the related instrumentation and control equipment operate in accordance with the requirements of the Contract Documents. Where no specific performance requirements are stated, the test shall show that the equipment operates in accordance with normal application practice of the equipment. The demonstration test shall show that the equipment operates smoothly and without excessive noise or vibration, that the equipment is responsive to manual and automatic controls, that control and protective devices are properly set, that the equipment will run continuously when continuous operation is intended, and that the equipment will run on a controlled or intermittent basis when this operation is intended. The demonstration test for each piece of equipment shall include check out from each remote control point. All alarm systems and safety lockout systems shall also be demonstrated for proper function along with all process instrumentation and controls.

The demonstration test shall be arranged by the CONTRACTOR who shall notify the ENGINEER not less than 3 days in advance of the date of the test. The CONTRACTOR shall provide personnel from the various trades involved to operate and demonstrate the equipment.

14. **SYSTEM START-UP:** The CONTRACTOR shall place the various items of equipment into operation, and shall notify the ENGINEER at least 3 days in advance of the date of start-up.

Schedule for such start-up of the majority of the equipment and pumping systems will occur during the duration of the Contract Time and prior to final completion and acceptance of the overall project. After satisfactory start-up of these individual systems, including all of the related equipment, they will remain in continuous or intermittent operation as required.
All equipment and accessories shall be adjusted and calibrated prior to any start-up as specified under these Supplementary General Conditions. Any equipment placed into temporary operation prior to final completion of the total project shall be re-adjusted and/or calibrated.

The CONTRACTOR shall supervise, control, and be responsible for the operation and maintenance of the new equipment and/or system during a period of at least 10 days after each individual item is placed into operation. The CONTRACTOR shall furnish an adequate number of competent start-up personnel to provide supervision during these phases. The CONTRACTOR shall remain responsible for making any required changes, repairs or replacements to the new installation during this period.

15. **INSTRUCTION OF OWNER’S EMPLOYEES:** The CONTRACTOR shall provide competent personnel who fully understand the operation of the equipment to instruct the OWNER’S employees in the operation and maintenance of each item and system. Such instruction shall take place prior to acceptance of the installation by the OWNER at such a time or times that are acceptable to the OWNER. The CONTRACTOR shall include the cost of this training in the bid price for this Contract. Training shall be of the on-the-job type, and shall cover all areas of operation and equipment maintenance.

Scheduling of instruction of the OWNER’S employees will be mutually agreed upon between the OWNER, CONTRACTOR and the ENGINEER.

16. **OPERATING INSTRUCTION MANUALS:** The CONTRACTOR shall prepare and submit 6 copies of a complete set of operating instructions for the overall project and covering all equipment and systems furnished. Operating instructions shall be prepared specifically for each system installed and shall consider the specific equipment and controls included. Operating instructions shall be complete for each separate system, and shall detail start and stop procedures and shall explain all safety devices and detail procedures and precautions for restarting after failure or safety lockout situations.

17. **MAINTENANCE INSTRUCTION MANUALS:** The CONTRACTOR shall prepare and submit 6 copies of a complete set of maintenance instruction manuals for the overall project and covering all equipment furnished. Manuals shall include complete parts listed for all equipment and recommended spare parts. Manuals shall be prepared specifically for the particular equipment furnished and shall consider the specific operation of this equipment in the particular process system involved. Complete lubrication requirements shall be listed, including recommended lubricant and lubricating intervals or schedule.

18. **MAINTENANCE DURING SERVICES:** The CONTRACTOR shall maintain the Work from the beginning of operations until final acceptance. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon 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 in which this project is located.

Upon completion of the Work, the CONTRACTOR shall remove all installed signs and barriers before final acceptance.

While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it be through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during execution and before the Work is accepted and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary without direct compensation.

19. BARRICADES, DANGER, WARNING & DETOUR SIGNS: The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as project advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the CONTRACTOR.

20. HIGH VOLTAGE ACT: The CONTRACTOR acknowledges the requirement of the State High Voltage Act by execution of this Contract.

21. ACCESS FOR INSPECTION: Access for inspection shall be provided for representatives of the Georgia Department of Natural Resources.

22. INSURANCE: See Section K of the Agreement for Insurance Requirements.
23. Paragraphs 5.6 and 5.7 of the General Conditions and references thereto shall be non-applicable to this contract.

24. **Subcontracts:** The Contractor shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in Federally assisted projects or to whom the Owner or the Engineer has made reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. The Contractor shall submit a list of his subcontractors within seven (7) days after Notice of Award.

25. **Safety and Protection:** Attention is invited to the regulations issued by the Secretary of Labor pursuant to Section 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 333) entitled "Safety and Health Regulations for Construction" (29 CFR Part 1926). The contractor shall be required to comply with those regulations to the extent that any resulting Contract involves services.

26. **RETAINAGE OF CONTRACTOR'S PAYMENT:** The retainage shall be an amount equal to 10% of Contractor’s partial pay estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 20% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgement of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed. Partial pay estimates may include stored materials. Contractor must submit invoices and all materials must be located at the site of the work. Retainage will not be held on stored materials.

27. Siltation and soil erosion must be minimized during project execution and shall be in accordance with the Rules & Regulations of the State of Georgia.

28. Restore disturbed areas to original or better conditions.

29. **USE OF CHEMICALS:** All chemicals used during project execution 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 conformance with the instructions provided by the chemical manufacturer.
30. **COORDINATION BETWEEN CONTRACTORS**: The General Contractor for this project shall be responsible for coordinating related work items with the subcontractors.

END OF SECTION
SECTION XI
ATTACHMENTS

- Additional Technical Specifications
- Project Location Maps
- Site Drawings
- Sludge Volume Calculations
- Ethics Ordinance
HOLDING POND
WATER DEPTH ±12'

AERATION POND NO. 1
WATER DEPTH ±10'

AERATION POND NO. 2
WATER DEPTH ±10'

AERATORS

CONTROL BUILDING

SITE ACCESS GATE

SPRAY FIELD PUMP STATION

ENTRANCE ROAD FROM BRISCOE MILL RD.

FM TO SPRAYFIELDS

APPROXIMATE LOCATION OF Dewatering SETUP - COORDINATE EXACT LOCATION WITH COUNTY PERSONNEL

GRAVITY LINES

BARRON COUNTY, GA

Experience

Trust

Solutions

MANAGEMENT

ENGINEERING

303 Swanson Drive, Lawrenceville, GA 30043

www.eminc.biz

fax # 770-962-8010

phone 770-962-1387

JANUARY 2018
STORAGE CAPACITY OF HOLDING POND = ±35,240 C.Y.
SLUDGE VOLUME IN HOLDING POND = ±4,990 C.Y. OR ±14% OF HOLDING POND CAPACITY

STORAGE CAPACITY OF AERATION POND NO. 1 = ±1880 C.Y.
SLUDGE VOLUME IN AERATION POND NO. 1 = ±205 C.Y. OR ±11% OF AERATION POND NO. 1 CAPACITY

STORAGE CAPACITY OF AERATION POND NO. 2 = ±10,837 C.Y.
SLUDGE VOLUME IN AERATION POND NO. 2 = ±5,012 C.Y. OR ±46% OF AERATION POND NO. 2 CAPACITY
The Tanner’s Bridge LAS ponds were evaluated by Barrow County Staff for accumulated sludge volume on August 1, 2017. Results of the readings by Barrow County were provided to EMI and used in the calculations below.

<table>
<thead>
<tr>
<th>Sludge Volume</th>
<th>Units</th>
<th>Aeration Pond #2</th>
<th>Holding Pond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pond Area</td>
<td>acre</td>
<td>1.06</td>
<td>2.3</td>
</tr>
<tr>
<td>Depth of solids range</td>
<td>ft</td>
<td>2.0 - 7.0</td>
<td>0.5 - 4.0</td>
</tr>
<tr>
<td>Average depth of solids</td>
<td>ft</td>
<td>5.5</td>
<td>2.0</td>
</tr>
<tr>
<td>Estimated Sludge Volume</td>
<td>CY</td>
<td>5,012</td>
<td>4,990</td>
</tr>
<tr>
<td><strong>Assume 1 ft of sludge to remain on bottom</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Sludge Percent to Remain</td>
<td>%</td>
<td>18%</td>
<td>50%</td>
</tr>
<tr>
<td>Estimated Sludge Removed (Volume - Remaining)</td>
<td>CY</td>
<td>4,101</td>
<td>2,495</td>
</tr>
</tbody>
</table>

**Sludge Mass**

| Sludge Removed x 27 CF/CY x 62.4 lb/CF / 2000 lb/ton | ton   | 3,454            | 2,102        |

**Dry Ton Removal**

<table>
<thead>
<tr>
<th>Assume dry weight of sludge is 6% of wet weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wet tons (6%) to dry tons</td>
</tr>
<tr>
<td>ton</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED SLUDGE (DRY TONS)**

333
SECTION 01025
MEASUREMENT AND PAYMENT

PART 1  GENERAL

1.01  SCOPE OF WORK

A. This Section describes the methods by which measurement will be made of the quantities
    for which payment will be made for the PROJECT.

B. The project is to be bid as one contract:

1.02  MEASUREMENT OF WORK

A. WORK shall be measured by the ENGINEER or his representative, with assistance from
    the CONTRACTOR prior to preparation of a payment request by the CONTRACTOR.

B. Unit quantities that are measured in place shall be measured monthly. The
    CONTRACTOR shall give the ENGINEER a minimum of two days notice for making all
    required measurements.

C. Materials that must be measured as delivered shall be measured at the time of delivery by
    the ENGINEER or his representative; the CONTRACTOR shall provide sufficient
    advance notice so that such measurements can be made.

D. WORK completed shall be measured for completion against the schedule of values
    provided by the CONTRACTOR in accordance with the General Conditions. Related
    work necessary for a complete and operational job, such as relocation of mail boxes
    removal of trees, relocation of utilities, field engineering, clearing and grubbing, traffic
    control, etc., not specifically identified as a pay item shall be included in the unit price
    bid. No additional payments will be made for such activities.

1.03  PROGRESS PAYMENTS

A. Progress payments shall be based on the quantity of units removed.

B. All items of WORK not specifically listed in the Bid Schedule shall be considered
    incidental to the services related to the project, and the cost of all such work and material
    shall be included in the prices bid for various items listed.

C. All items listed for measurement and payment shall include all machinery, plant,
    materials and labor, etc., to successfully and satisfactorily complete WORK specified.

D. Payment: The CONTRACTOR will receive payment only for the items listed in the Bid
    Schedule of his contract, and no separate payments will be made for the work under any
    section of the CONTRACT DOCUMENTS except as provided for in the Bid Form.
    Where measurements are required to be made by the ENGINEER, for the payment of a
    pay item, the failure of the CONTRACTOR to give the adequate notification or failure of
the CONTRACTOR to give the ENGINEER assistance for the measurement shall result in the forfeiture of payment for the work or item which was not measured.

E. WORK to be paid for as a "Lump Sum" shall be measured for completion against the "Schedule of Values" provided by the CONTRACTOR. The "Schedule of Values" shall be submitted at the preconstruction conference and shall include quantities and prices of items aggregating the total "Lump Sum" and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during the contract period.

PART 2 PRODUCTS

2.01 STORED MATERIALS

Partial payment shall be made for approved materials stored at the project site, provided invoices for said materials are furnished in accordance with payment request submittal.

PART 3 EXECUTION

3.01 SITE PREPARATION (Section 02100)

No separate measurement or payment will be made for site preparation of dewatering and sludge removal equipment, etc. Payment for all work shall be included in the unit prices bid per the various bid items as provided for in the contract bid Schedule.

3.02 MOBILIZATION AND SET-UP

Payment for this item shall be lump sum and shall include all labor, equipment and materials required to mobilize and set-up or install any and all necessary equipment to the site for the purpose of the project.

This item shall include the delivery and set up of dredging equipment, mechanical dewatering equipment, hauling equipment, tools and materials associated with the operations, piping, temporary water and power establishment and connections, etc. for a complete set-up ready for solids removal, dewatering and hauling operations.

3.03 SOLIDS REMOVAL, DEWATERING AND DISPOSAL

Quantities for this item will be measured in dry tons of solids removed. Payment will be based on a per dry ton removed basis. The wet weight of each load delivered to the selected approved landfill equipped to accept municipal sludge and the moisture of the sludge being delivered will be used to calculate the dry weight of each load. Scale tickets and landfill manifest sheets shall be submitted to the ENGINEER to be used to calculate dry tons.

The price shall include operation of dredging equipment, transfer pumps, dewatering equipment, loading and hauling of the sludge to the landfill and all associated fees required by the landfill. Also included is the temporary disconnection of the existing aerators for the purpose of working around them during dredging procedures.
3.04 DE-MOBILIZATION, CLEAN-UP AND SITE RESTORATION

Payment for this item shall be lump sum and shall include all labor, equipment and materials required to disassemble as necessary, all equipment for the purpose of removing all equipment from the site and clean-up of any trash or materials used.

Also included is the restoration of the site with regards to re-connecting the existing aerators to the state and location in which they were found, grassing any disturbed areas, and restoring any driveways damaged during the project. It is the intent for this item to include the restoration of the area surrounding the pond to be restored to the condition in which it was found or better.

END OF SECTION
SECTION 01070

ABBREVIATIONS

PART 1 GENERAL

1.01 GENERAL

Wherever in these Specifications and CONTRACT DOCUMENTS the abbreviations, or pronouns in place of them are used, the intent and meaning shall be interpreted as specified herein.

1.02 ABBREVIATIONS

AASHTO American Association of State Highway and Transportation Officials
ACI American Concrete Institute
ACPA American Concrete Pipe Association
AISC American Institute of Steel Construction
AISI American Iron and Steel Institute
AITC American Institute of Timber Construction
ANSI American National Standards Institute
APHA American Public Health Association
ASA American Standards Association
ASCE American Society of Civil Engineers
ASTM American Society for Testing and Materials
AWWA American Water Works Association
CFR Code of Federal Regulations
CRSI Concrete Reinforcing Steel Institute
EPA Environmental Protection Agency
FS Federal Specifications
MSS Manufacturer's Standardization Society of the Valve and Fitting Industry
MUTCD Manual on Uniform Traffic Control Devices
NBS National Bureau of Standards
NCPI National Clay Pipe Institute
NCSA National Crushed Stone Association
NSF National Sanitation Foundation
OSHA Occupational Safety and Health Administration
PCI Prestressed Concrete Institute
SSPC Steel Structures Painting Council
WEF Water Environment Federation

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION
PART 1   GENERAL

1.01 REQUIREMENTS INCLUDED

   A. Shop Drawings and Product Data

      1. CONTRACTOR shall submit complete drawings, engineering data and manufacturer's published instructions and recommendations for all equipment, materials, and products to be incorporated into WORK to ENGINEER for review and approval. Submittal of drawings and engineering data shall be in accordance with requirements of Supplementary General Provisions. Shop Drawings and/or engineering data, as appropriate, shall be submitted for the following: (including, but not limited to)

         a. Polymer.
         b. Mechanical Dewatering Equipment
         c. Dredging Equipment

      2. Shop drawings and engineering data shall be prepared by original equipment vendors or fabricators, as applicable. Purchase specifications by CONTRACTOR or Supplier shall not be acceptable as substitute for actual vendor drawings and data.

      3. Shop drawings and each item of engineering data shall bear CONTRACTOR's approved stamp as per Supplementary General Provisions.

1.02 PROCEDURES

   A. Deliver two (2) complete hard copy sets of submittals to ENGINEER at 303 Swanson Drive, Lawrenceville, Georgia 30043 and one (1) digital copy in Portable Document Format (PDF) via email to gbennett@eminc.biz.

   B. Comply with progress schedule for submittals related to WORK progress. Coordinate submittal of related items.

   C. After ENGINEER review of submittal, revise and resubmit as required, identifying changes made since previous submittal.

   D. The CONTRACTOR shall reimburse OWNER for any charges from ENGINEER due to repeated inadequate submissions of Shop Drawings or material submittals beyond three (3) reviews by ENGINEER.

   E. Upon approval ENGINEER shall return digital copies of submittals to CONTRACTOR via email. The two (2) hard copy sets will be distributed between ENGINEER, Construction Observer, and OWNER.
G. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.03 WORK PROGRESS SCHEDULES

A. Submit initial work progress schedules in duplicate within ten (10) days after date of OWNER-CONTRACTOR Agreement. After review by ENGINEER, revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.

B. Submit horizontal bar chart with separate bar for each major trade or operation, identifying first work day of each week.

C. Show complete sequence of work by activity, identifying WORK of separate stages and other logically grouped activities. Show projected percentage of completion for each item of WORK as of time of each Application for Progress Payment.

D. Show submittal dates required for shop drawings, product data, and samples, and product delivery dates, including those furnished by OWNER and those under Allowances.

E. Revise schedule to list change orders, for each application for payment.

F. Maintain submittal status log which shall be included with each revised schedule submittal.

1.04 SAMPLES

A. CONTRACTOR shall furnish, at ENGINEER'S request, samples of materials utilized in fabrication or production of equipment, materials, products supplied under these Specifications. Cost of samples requested shall be paid for by CONTRACTOR.

B. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.

C. Include identification on each sample, giving full information.

1.05 OPERATION AND MAINTENANCE MANUALS

Not Used.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

17-040/01-18 (Submittals) 01300-2
SECTION 01511
TEMPORARY POWER

PART 1 GENERAL

1.01 SCOPE

This section is intended to include requirements for temporary electricity.

1.02 REQUIREMENTS INCLUDED

A. Temporary Electrical Service
B. Operation and Maintenance
C. Removal

1.03 SERVICE REQUIREMENTS

See Electrical Drawings.

1.04 COSTS

A. The CONTRACTOR shall be responsible for the costs of all items necessary for the installation of temporary power. The cost of these items shall be factored into the project unit prices. Obtain and pay for permits and inspections.

B. Pay for installation, operation, maintenance, and removal of system.

C. Pay costs of energy consumed.

PART 2 PRODUCTS

2.01 MATERIALS

A. May be new or used, adequate to the purpose.

B. Devices and Equipment: Standard devices, meeting UL requirements.

PART 3 EXECUTION

3.01 INSTALLATION

Install initial service at time of site mobilization.
3.02 OPERATION AND MAINTENANCE

Maintain system to provide continuous service.

3.03 REMOVAL

Remove temporary materials and equipment when permanent system is operational.

END OF SECTION
SECTION 01515
TEMPORARY WATER

PART 1 GENERAL

1.01 SCOPE

This section is intended to include requirements for temporary water to be provided by CONTRACTOR.

1.02 REQUIREMENTS INCLUDED

A. Temporary water service
B. Maintenance
C. Removal

1.03 SERVICE REQUIREMENTS

Water Quality: Water used for flushing and testing of water systems shall be potable water.

1.04 USE OF EXISTING SYSTEM

Existing system may be used for temporary water only with owner’s permission. Pond water shall be used to operate the dewatering equipment.

1.05 COSTS

All water for work purposes (limited to use on this Project only) shall be provided by OWNER. CONTRACTOR shall pay all costs necessary to convey water about the work, provide water for temporary potable use, execution of the work, and testing. The cost of the water shall be factored into the project unit prices.

PART 2 PRODUCTS

2.01 MATERIALS

A. Materials may be new or used, adequate to the purpose.
B. Drinking Water Dispensers; Standard products.
PART 3 Execution

3.01 Installation

A. Install initial service at time of job mobilization.
B. Modify and extend service as work progresses.
C. Size piping to supply needs.
D. Provide pumps, pressure tanks, automatic controls, and storage tanks as necessary to pressurize system.
E. Disinfect piping used for drinking water.

3.02 Maintenance

Maintain system to provide continuous service with adequate pressure to outlets, including OWNER's system when temporary service is connected.

3.03 Removal

Restore existing and permanent facilities used for temporary purposes to original condition.

END OF SECTION
PART 1 GENERAL

1.01 SCOPE

This section is intended to include requirements for temporary sanitary facilities provided by CONTRACTOR, including provisions for CONTRACTOR'S use of existing and permanent facilities.

1.02 REQUIREMENTS INCLUDED

A. Temporary Sanitary Facilities
B. Maintenance and Service
C. Removal
D. Cleaning

1.03 USE OF EXISTING FACILITIES

Do not use existing sanitary facilities.

1.04 USE OF PORTABLE FACILITIES

A. CONTRACTOR shall provide portable sanitary facilities at such places as approved by the OWNER.
B. CONTRACTOR shall pay all costs for installation, maintenance, and removal of temporary sanitary facilities.

PART 2 PRODUCTS

2.01 MATERIALS

May be new or used, adequate to the purpose, which will not create unsanitary conditions.

2.02 TOILET FACILITIES

Enclosed portable self-contained units or temporary water closets and urinals, secluded from public view.
PART 3  EXECUTION

3.01 INSTALLATION
   A. Provide facilities at time of site mobilization.
   B. Modify and extend services as work progresses.

3.02 MAINTENANCE AND SERVICE
   A. Clean areas of facilities weekly and maintain in a sanitary condition.
   B. Provide toilet paper, paper towels, and soap in suitable dispensers.

3.03 REMOVAL
   Remove portable units when other facilities are available or prior to Substantial Completion.

END OF SECTION
SECTION 01701

CONTRACT CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Administrative provisions for Substantial Completion and for final acceptance.

1.02 RELATED REQUIREMENTS

A. Section 01720 - Project Record Documents.

1.03 SUBSTANTIAL COMPLETION

A. When the CONTRACTOR considers the work substantially complete, he shall request in writing that the ENGINEER schedule a pre-final inspection.

B. The ENGINEER will conduct a pre-final inspection with the CONTRACTOR and determine if the project is substantially complete, and generate a punch list of uncompleted items.

C. If the ENGINEER determines that the project is not substantially complete, he will notify the CONTRACTOR in writing which items need to be finished before the project can be considered substantially complete. The CONTRACTOR shall continue working to complete all punch list items and resubmit a revised punch list when he considers the work is substantially complete.

D. When the ENGINEER determines that the work is substantially complete, he will schedule an inspection with the OWNER, CONTRACTOR and ENGINEER. A final punch list will be prepared at this time.

E. After all punch list items have been completed, the CONTRACTOR shall send a request in writing to the ENGINEER to schedule a final inspection. When all punch list items are complete, the ENGINEER will issue a certificate of substantial completion.

1.04 FINAL COMPLETION

A. When the CONTRACTOR is issued substantial completion, he shall submit the following certificates with progress pay application:

1. All WORK has been completed and inspected for compliance with the CONTRACT DOCUMENTS and all deficiencies listed with the certificate of substantial completion have been corrected.

2. All equipment and systems have been tested, adjusted and are fully operational.

3. WORK is complete and ready for final inspection.
B. Should the ENGINEER's inspection find WORK incomplete, he will promptly notify CONTRACTOR in writing listing observed deficiencies.

C. CONTRACTOR shall remedy deficiencies and send a request for another final inspection.

D. When ENGINEER finds work is complete, he will process final pay request documents.

1.05 REINSPECTION FEES

Should status of completion of WORK require reinspection by ENGINEER due to failure of WORK to comply with CONTRACTOR's claims on pre-final or final inspection, the OWNER will back charge the CONTRACTOR for each extra reinspection required of the ENGINEER. The CONTRACTOR shall reimburse the OWNER by certified check prior to final payment of retainage.

1.06 CLOSEOUT SUBMITTALS

A. Project Record Documents: Under provisions of Section 01720.

1.07 APPLICATION FOR FINAL PAYMENT

Not Used

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION
SECTION 01710

FINAL CLEAN-UP

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Final clean-up of site, roadway and buildings.

1.02 DESCRIPTION

Execute clean-up prior to inspection for Substantial Completion of the WORK.

1.03 DISPOSAL REQUIREMENTS

Remove and dispose of waste materials, rubbish, debris and trash in compliance with provisions of governing laws, codes, ordinances and regulations. Do not burn or bury rubbish, trash, debris and waste materials on Project site.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS

A. Use materials which will not create hazards to health or property, and which will not damage surfaces.

B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3 EXECUTION

3.01 PERIODIC CLEANING

A. On a regular and frequent basis during progress of WORK, perform cleaning necessary to keep Project site and adjacent properties free from unsightly and unsafe accumulation of scrap and waste materials, debris, rubbish and trash resulting from contract operations.

1. Provide sufficient trash bins and containers for collection of scrap and waste material, debris, rubbish and trash.

2. Provide separate, closable top metal containers for collection of oil and paint soaked rags; empty volatile substance cans and other waste products subject to spontaneous combustion.

3. Designate approved eating areas and provide covered containers conforming to local health codes for collection of waste paper and left-over foodstuffs. Enforce usage of containers by workmen.
B. Dispose of scrap and waste materials, debris, rubbish and trash by one of the following optional methods:

1. Provide services of company regularly engaged in refuse disposal operations, including usage of large metal dump-type trash containers.
2. Use own forces and equipment for loading, hauling and disposal.

C. Remove accumulations of scrap and waste materials as bins and containers are filled and not less than once per week.

1. Remove containers containing products subject to spontaneous combustion daily.
2. Remove containers containing waste paper and left-over foodstuff daily.
3. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off Project site.
4. Dispose of no materials in waterways.

3.02 DUST CONTROL

A. Site Work

When working on unpaved or disturbed streets, CONTRACTOR shall maintain a water truck on site for dust control. All dusty work sites in residential/commercial areas shall be watered at least twice per day and whenever directed by the OWNER's representative.

B. Buildings

During application of finished surface materials, including painting and decorating, employ dust control methods during cleaning operations to prevent dust from contaminating wet and freshly coated surfaces.

3.03 FINAL CLEANING

A. Site Work

1. All disturbed areas shall be smoothed to original grade, grassed and mulched according to these specifications.

2. All work related debris shall be removed to an approved disposal site.

3. All gravel roads shall be restored to original condition. Additional gravel may be needed.

4. All erosion control measures (silt fence, checkdams, etc.) shall be removed and disposed of upon stabilization of disturbed area.
3.04 INSPECTION

Prior to occupancy by OWNER of any designated portion of WORK, conduct inspection in presence of OWNER to verify WORK is properly clean and ready for acceptance by OWNER.

END OF SECTION
SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1  GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintenance of Record Documents and Samples.

B. Submittal of Record Documents and Samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. In addition to requirements in General Conditions, it is the CONTRACTOR’s responsibility to maintain two record copies of:

2. Specifications.
3. Addenda.
4. Approved Change Orders, field orders or other modifications to the Contract.
5. Approved shop drawings, product data, and samples.
6. Field test records.
7. Inspection certificates.
8. Manufacturer's certificates.

B. Store Record Documents and samples apart from documents used for execution of the work. Records should be stored in a clean dry area with easy access.

C. Maintain Record Documents in a clean, dry and legible condition.

D. Keep Record Documents and samples available for inspection by Engineer.

1.03 RECORDING

A. Record information on clean sets of plans and contract specifications. Label each sheet of the Project Record Drawings in the lower right corner with the neatly printed words "PROJECT RECORD DRAWINGS."

B. Two (2) sets of CONTRACT DOCUMENTS and Drawings shall remain clean without mark-up for record purposes. CONTRACTOR shall use an additional set for marking measurements, on-site changes, items of work that are actually used, and other conditions as they are encountered during the course of the WORK. This marked-up set of CONTRACT DOCUMENTS and Drawings shall consist of red-lined copies of plans and shop drawings, shall indicate actual field dimensions, shall represent the work as actually constructed, and shall be recorded on a daily basis. Failure to produce these records on request of ENGINEER or OWNER shall constitute grounds to halt the Contractor’s services with no time extension until steps are taken to see that these records are being properly made.

C. Use colored pens or pencils for marking each description of work.
1. The CONTRACTOR shall use colored pencils for marking record copies of Contract Drawings and Specifications. Use a different colored pencil for each trade.

2. Establish a color code denoting what trade will use what color, and show this on a schedule on the front sheet of the "PROJECT RECORD DOCUMENTS."

D. Record information concurrently with work progress. **DO NOT CONCEAL ANY WORK UNTIL REQUIRED INFORMATION IS RECORDED.**

E. Contract Drawings and Shop Drawings: Legibly mark each item to record actual work, including:

1. Measured depths of elements of foundation in relation to finish first floor or benchmark.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Use stations and offsets or coordinates.
3. Measured locations of internal utilities and appurtenances concealed in work, referenced to visible and accessible features of work.
4. Field changes of dimension and detail.
5. Changes made by Modifications.
6. Details not on original Contract Drawings.
7. References to related shop drawings and Modifications.

F. Prior to final inspection, CONTRACTOR shall furnish to ENGINEER two (2) neatly marked sets of plans which accurately depict the conditions and records all changes made during execution of the work. ENGINEER shall promptly notify CONTRACTOR in writing if additional information is required.

G. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual Specifications sections.

H. As-Constructed Survey Record Drawings:

1. Prior to final payment, the CONTRACTOR shall submit the following items:
   a. Two (2) sets of as-constructed survey record drawings prepared by a registered surveyor. Drawings shall show location of all manholes, valves, fire hydrants, water meters, water lines, vaults, structures, earth embankments, ponds, etc.
   b. All horizontal locations shall be referenced to state plane coordinate system and to existing streets or major structures.
   c. Elevations of all gravity sewers, structure inverts and tops shall be shown.
   d. Plan and profile views of all gravity sewers and forcemains shall be provided.
e. Submit an ASCII text file in PNEZD (point, northing, easting, elevation, description) format of all structures (i.e., valves, hydrants, meters, manholes, etc.). Coordinates shall have an accuracy of +/- 1.0 foot. Elevations shall be based on mean sea level.

f. Digital files of as-constructed drawings in Auto Cad “DWG” format and Adobe “PDF” format shall be submitted to ENGINEER on a compact disc, flash drive or SD card.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION
PART 1 GENERAL

1.01 SCOPE OF WORK

A. WORK to be performed under this section shall consist of clearing and grubbing the site within the limits of the Contract as shown on Drawings and disposal of all waste materials.

B. WORK also included under this section shall include the removal and replacement of existing fences and the erection of temporary fences.

C. Definitions

1. Clearing: The removal and disposal of all exposed objectionable matter such as: trees, brush, logs, buildings, fences, poles, rubbish, loose boulders and other debris resting on or protruding through the ground surface.

2. Grubbing: The removal and disposal of all objectionable matter such as: logs, poles, stumps, structures, boulders, rubbish, and other debris which is embedded in the soil.

1.02 REGULATORY REQUIREMENTS

A. Conform to applicable code for disposal of debris.

B. Conform to local Fire Department Codes for burning debris on site. Contractor shall obtain all necessary permits prior to burning on site.

PART 2 PRODUCTS

2.01 MATERIALS

A. Materials used for protection of trees and vegetation not to be removed during clearing operations shall be at Contractor's option. Materials chosen shall be approved by the ENGINEER prior to installation and upon installation shall be approved by the ENGINEER to ensure maximum protection to vegetation.

B. Materials used for the repair of trees and vegetation damaged outside clearing limits shown on Drawings shall be at Contractor's option but must be approved by the ENGINEER prior to use.

C. Wound paint shall be a standard bituminous product.

D. Herbicides shall not be used unless written approval is given by OWNER.

E. Explosives shall not be used unless written approval is given by OWNER.
F. Materials used for the replacement or relocation of existing fences shall be of equal or superior quality to those fence materials existing prior to start of work unless specified otherwise on the plans.

PART 3 EXECUTION

3.01 CLEARING

A. No tree, shrub, or other landscaping plants shall be removed unless absolutely necessary for the execution of the work. All shrubs or landscaping plants removed or damaged during execution of the work shall be replaced by the Contractor at his expense, with landscaping approved by the ENGINEER.

B. Limits of clearing shall be contained within the areas within Right-of-way, Easement and Construction limits as shown on Drawings.

C. Existing fences that, at the direction of OWNER, can be reused shall be carefully removed and stored at such a distance they shall not be damaged by work activity.

D. Fences that cannot be reused shall be removed to such a distance to allow work activity and shall be replaced with new materials similar to existing fences upon completion of work.

3.02 GRUBBING

A. The limits of grubbing shall be contained within Right-of-way, Easement and Construction limits as shown on Drawings.

B. Stumps and roots shall be grubbed and removed to a depth not less than 2 feet below existing grade or bottom of foundation structure.

C. All holes or cavities which extend below the subgrade elevation of proposed WORK shall be filled with crushed rock or other suitable material and compacted to the same density as the surrounding material.

3.03 PROTECTION

A. Streets, roads, adjacent property, and other works to remain shall be protected throughout the work in accordance with local laws and ordinances.

B. Contractor shall make every effort to protect existing bench marks, R/W markers, monuments, iron pins, property corner markers, etc. If any are disturbed or destroyed, CONTRACTOR shall provide services of a registered land surveyor to replace the markers, as directed by OWNER, at no expense to OWNER.

C. No trees shall be cut outside of areas designated without specific approval of ENGINEER, and any trees designated shall be protected from damage by CONTRACTOR's work operations.
D. Existing trees and other vegetation to remain shall be protected as directed by OWNER:

1. Trees shall be protected by fencing, barricades, or wrapping.
2. Shrub and bushes shall be protected by fencing, barricades, or wrapping. Wrapping of bushes and shrubs with plastic film will not be permitted.
3. Shallow-rooted plants shall be protected at ground surface under and in some cases outside the spread of branches by fencing, barricades, or ground cover protection.

E. In the event that archaeological resources are uncovered, CONTRACTOR shall notify OWNER prior to proceeding with WORK.

F. It shall be the responsibility of the CONTRACTOR to inspect the site, determine the amount of work required, and include this work in his proposal.

G. CONTRACTOR is to erect temporary fences as necessary to preserve the privacy of all affected property owners whose existing fences are being removed or relocated. Temporary fences shall be of sufficient strength and quality to prevent escape of animals and livestock and to prevent the intrusion of animals and people.

H. It is CONTRACTOR's responsibility to coordinate the removal and erection of fences with each affected property owner and to maintain any temporary and relocated fences throughout the contract period.

I. CONTRACTOR shall assume all costs incurred by any property owner in the loss of animals or livestock due to an insufficiency of replaced or temporary fences during the contract period and maintenance period thereafter.

J. It is the CONTRACTOR's responsibility to secure any insurance necessary to protect himself in the event of loss or damage to any animals, livestock and property for the duration of the project and maintenance period.

3.04 DISPOSAL

A. CONTRACTOR shall remove and dispose of all excess material resulting from clearing or site preparation operations. CONTRACTOR shall dispose of such materials in a manner acceptable to OWNER and the local governing authority and at an approved location where such materials can be lawfully disposed.

B. CONTRACTOR may, at no cost, retain any materials of value from clearing operations for his own use or disposal by sale unless otherwise stated in these Specifications. Such material shall be removed from work area before date of completion of WORK under these Specifications. OWNER assumes no responsibility for protection or safekeeping of any materials so retained by CONTRACTOR.

C. Materials will not be disposed of by burying unless approved by OWNER. Buried materials will be covered with not less than 2 feet of earth material.
D. Burning will be permitted if the required permits have been acquired from the local Fire Department. Burning will be permitted only at times when conditions are considered favorable for burning and at locations approved by proper State or local authorities. Materials to be burned shall be piled neatly and, when in a suitable condition, shall be burned completely. Piling for burning shall be done in such a manner and in such locations as to cause the least fire risk. All burning shall be so thorough that the materials are reduced to ashes. No logs, branches, or charred pieces shall be permitted to remain. CONTRACTOR shall at all times take special precautions to prevent fire from spreading to areas beyond the limits of cleared areas and shall have available at all times, suitable equipment and supplies for use in preventing and suppressing fires. Unguarded fires will not be permitted. CONTRACTOR shall assume all responsibility for damages caused by spreading fires.

E. Material to be removed from site shall be removed as it accumulates to prevent any unsightly spoil areas.

END OF SECTION
SECTION 13250
AERATION POND SOLIDS REMOVAL

PART 1          GENERAL

1.01  SCOPE OF WORK

A. Project location: The Barrow County Tanner’s Bridge WWTF is located approximately 50 miles west northwest of Atlanta, Georgia via I-85. Take exit 106 off I-85 north onto SR 316 east. Travel 20 miles on SR 316 east to SR 81 south. Turn right onto SR 81 south and travel 1.9 miles to Tanner’s Bridge Road. Turn left onto Tanner’s Bridge Road and travel 2.2 miles to Briscoe Mill Road. Turn left onto Briscoe Mill Road. The entrance to the Tanner’s Bridge WWTF is approximately 0.3 miles on the left. Prospective bidders may contact Mark Whidden, Wastewater Manager, at (770) 307-3014 to arrange for a site visit.

B. The Tanner’s Bridge WWTF consists of one complete mix aeration pond (aeration pond no. 1), one partial mix two cell aeration pond (aeration pond no. 2) and one holding pond. Solids removal operations are to occur at aeration pond no. 2 and the holding pond as shown on Exhibit B. Aeration pond no.2 has a water surface area of approximately 1.06 acres and the holding pond as a water surface area of approximately 2.30 acres. Both ponds have high density polyethylene (HDPE) liners. A baffle curtain separates the two cells in aeration pond no.2. One cell contains three aerators and one contains two aerators. See Exhibit B for a layout of the existing pond.

C. A topographic survey of the pond bottoms was conducted using a “Sludge Judge”. See the table below for detailed pond information. See Exhibit C for calculations used to determine the estimated volume of solids in the pond.

<table>
<thead>
<tr>
<th></th>
<th>Aeration Pond #2</th>
<th>Holding Pond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area (acres)</td>
<td>1.06</td>
<td>2.30</td>
</tr>
<tr>
<td>Number of sludge measurements</td>
<td>27</td>
<td>18</td>
</tr>
<tr>
<td>Depth of solids range (feet)</td>
<td>2.0 - 7.0</td>
<td>0.5 - 4.0</td>
</tr>
<tr>
<td>Storage Capacity (C.Y.)</td>
<td>10,837</td>
<td>35,240</td>
</tr>
<tr>
<td>Sludge Volume (C.Y.)</td>
<td>5,012</td>
<td>4,990</td>
</tr>
<tr>
<td>Percent of pond volume lost to sludge</td>
<td>46%</td>
<td>14%</td>
</tr>
<tr>
<td>Estimated Dry Ton Removal</td>
<td>207 ton</td>
<td>126 ton</td>
</tr>
</tbody>
</table>

D. WORK covered by this section consists of furnishing all material and equipment and performing all labor necessary for the removal of accumulated solids from the existing aeration pond no. 2 and the holding pond as shown on Exhibit B.

E. The CONTRACTOR shall provide and utilize floating dredge equipment, transfer pumps, portable sludge dewatering equipment, and trucking to haul the dewatered material to a landfill approved to receive municipal sludge. The contractor shall ensure the disconnection, moving and re-connection of floating aerators in the treatment pond.

F. As solids are removed, they shall be delivered to the belt press. After the dewatering process, solids shall be deposited in a contained area for loading onto trucks for hauling. Solids shall be hauled to an approved landfill, equipped for accepting municipal sludge. Water removed
from the sludge shall be returned to the pond. Under no circumstances shall the sludge or water be allowed to enter nearby streams, ditches or any storm water conveyance structure that doesn’t lead to the existing pond.

1.02 QUALITY ASSURANCE

A. Company performing the solids removal shall be a company specializing in the removal of solids from pond systems by dredge or other approved mechanical equipment with a minimum of ten (10) years of experience.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. CONTRACTOR shall furnish all necessary equipment, means, methods, and materials needed to mobilize, set up, and remove the solids from the existing aeration pond no. 2 and holding pond including dredges or other solids removal equipment approved by the ENGINEER and OWNER, piping, transfer pumps, dewatering equipment and other materials and equipment necessary to perform first class work as specified herein, and in accordance with all State and Local requirements.

PART 3 EXECUTION

3.01 GENERAL

A. The removal of solids from the aeration pond shall not begin until the containment area and dewatering equipment has been set-up and in proper working order. All sequences for removal, dewatering, loading and hauling shall have been planned and are ready for execution.

B. The CONTRACTOR shall establish the means and methods of carrying out the specified work.

C. The CONTRACTOR shall submit a written description of the proposed method of solids removal to the ENGINEER for review and approval prior to initiating removal.

D. The CONTRACTOR shall schedule a meeting with the ENGINEER, OWNER and any Sub-CONTRACTOR involved with the solids removal at least two (2) days prior to initiating the solids removal. The method of removal shall be reviewed in detail at the meeting to ensure all parties are aware of the process.

E. Existing Aeration Pond No. 2

1. The existing aeration pond no. 2 water surface area covers approximately 1.06 acres with 3:1 side slopes, and is approximately 10’ deep. It consists of two cells separated by a baffle curtain. The southwestern cell contains three floating aerators and the northeastern cell contains two.

2. The existing aeration pond no. 2 is lined with an HDPE liner.
F. Existing Holding Pond

1. The existing holding pond water surface area covers approximately 2.3 acres with 3:1 side slopes, and is approximately 12’ deep. It consists of a single cell with no aerators. The irrigation pump intakes are located on the eastern corner of the pond.

2. The existing holding pond is lined with an HDPE liner.

3.02 SOLIDS REMOVAL

A. The accumulated solids shall be removed to within 12” of the pond bottom without causing any damage to the HDPE liner.

B. The WWTF shall remain on line throughout the solids removal process. Wastewater will continue to flow into the aeration pond and holding pond during the removal process.

C. It is imperative that the solids removal process is executed as quickly and thoroughly as possible.

D. One (1) hour prior to initiating solids removal the CONTRACTOR shall notify the Plant Operator to turn off the aerators in the aeration pond no. 2. Since the main intent is to remove accumulated solids, the CONTRACTOR shall wait approximately 1 hour for solids to settle prior to beginning removal.

E. The aerators shall remain off throughout the duration of the solids removal. The CONTRACTOR shall work continuously to remove the solids as quickly as possible to help ensure the plant effluent remains within the OWNER’s discharge permit. Under no circumstances should the aerators remain off for more than 48 hours.

3.03 DEWATERING SOLIDS

A. The CONTRACTOR shall utilize a portable mechanical dewatering device to dewater the solids removed from the aeration pond. Water from the ponds shall be used for dewatering. Contractor is responsible for connecting to, piping, pumping to the dewatering device.

B. The CONTRACTOR shall ensure that all solids are contained within an established area to be used for placing the dewatered solids and loading them onto trucks for hauling with no spills occurring throughout the solids removal or hauling process.

C. Dewatering of the solids shall be conducted concurrently with removal from the pond. Solids shall be sent to the mechanical dewatering device from the floating dredge via transfer pumps. The mechanical dewatering equipment shall remove the excess water from the sludge to achieve a more solid-like or cake-like material. It shall be placed in the nearby established containment area for loading onto trucks for hauling.

D. Moisture tests shall be conducted by the ENGINEER to determine the percent (％) dry solids of the material after dewatering through the belt press in order to calculate the “dry tons” being hauled to the landfill.

E. The CONTRACTOR shall forward copies of all landfill manifest sheets and scale tickets to the ENGINEER. These tickets, along with the results of the moisture tests, will be used to
determine the “dry tons” removed; which, is the basis of payment. **Payment will not be made on loads without a weight ticket.**

**END OF SECTION**
COUNTY OF BARROW

STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations;

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protection and preserving the public health, safety and welfare of the population of the unincorporated areas of the County;

WHEREAS, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

WHEREAS, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;
WHEREAS, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

WHEREAS, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

WHEREAS, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

WHEREAS, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

WHEREAS, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote and enforce standards of ethical conduct for all of Barrow County’s officers and employees; and

WHEREAS, it is a further policy of the Board of Commissioners that the proper administration of Barrow County’s government and the promotion and enforcement of standards of ethical conduct for Barrow County’s officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;
NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF
COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

This Ordinance shall be known as "The Barrow County Ethics Ordinance," and may be
Cited and referred to as such.

Section Two. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their
derivations shall have the meaning provided herein. When no inconsistent with the context,
words used in the present tense include the future, words in the plural number included the
singular number and words in the singular number include the plural number.

(A) "Board" means the Barrow County Board of Commissioners.

(B) "Board of Ethics" means the Barrow County Board of Ethics as formed and
described herein.

(C) "Business Entity" means any business of whatever nature regardless of how
designated or formed, whether a sole proprietorship, partnership, joint venture,
association, trust, corporation, limited liability company, or any other type of
business enterprise and whether a person acting on behalf of, or as a
representative or agent of, the business entity.

(D) "Confidential Information" means any information that, by law or practice, is not
reasonably available to the public.

(E) "County Official" means the Barrow County Board of Commissioners, any
member

of a board, commission or authority appointed by the Board, the Chief of
Operations or his/her equivalent and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(F) "Employee" means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(G) "Family" means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.

(H) "Interest" means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:

(1) His or her family;

(2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;

(3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is
controlled or owned directly or indirectly by the county official or
employee.

(1) "Official Act" or "Official Duties" means any legislative, administrative,
appointive or discretionary act of any County Official or Employee of the
County or any agency, board, authority or commission thereof.

ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY
AND FOR EMPLOYEES

This Article Two is intended to adopt and incorporate herein for local enforcement the
ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall;

Section One.

Put loyalty to the highest moral principles and to country above loyalty to person, party,
or government department.

Section Two.

Uphold the Constitution, laws and legal regulations of the United States and the State of
Georgia and of all governments therein and never be a party to their evasion.

Section Three.

Give a full day's labor for a full day's pay and give to the performance of his duties his
earnest effort and best thought.

Section Four.

Seek to find and employ more efficient and economical ways of getting tasks
accomplished.
Section Five

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

Section Six

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

Section Seven.

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Eight.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Nine.

Expose corruption wherever discovered.

Section Ten.

Uphold these principles, ever conscious that public office is a public trust.

ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND DEPARTMENT DIRECTORS

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A.§ 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:
Section One.

Uphold the Constitution, laws and regulations of the United States, the State of Georgia, the County of Barrow and all governments therein and never be a party to their evasion.

Section Two.

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

Section Three.

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Four.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Five.

Expose corruption wherever discovered.

Section Six.

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality or services from any person, association or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties.

Section Seven.

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.
Section Eight.

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

Section Nine.

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above and all such provisions shall be read and interpreted in accordance therewith.

Section One. Compliance with Applicable Law.

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

Section Two. Conflict of Interest Transactions.

(A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be affected directly by his or her official act or action or by official acts or actions of
the County, which the County Official or Employee has a reasonable opportunity
to influence, except consistent with the disclosure and abstention provisions set
forth herein.

(B) Barrow County shall not enter into any contract involving services or property
with a County Official or Employee or with a business entity in which the County
Official or an Employee has an interest. Provided that the disclosure and
abstention provisions set forth herein are followed, this paragraph shall not apply
to the following:

1. The designation of a bank or trust company as a depository for county
   funds;

2. The borrowing of funds from any bank or lending institution which offers
   competitive rates for such loans;

3. Contracts entered into with a business which employs a consultant,
   provided that the consultant’s employment with the business is not
   incompatible with this Ordinance;

4. Contracts for services entered into with a business which is the only
   available source for such goods or services; and

5. Contracts entered into under circumstances that constitute and emergency
   situation, provided that a record explaining the emergency is prepared by
   the Board and submitted to the Chief of Operations (or his/her equivalent)
   to be kept on file.
Section Three. Financial Disclosures.

Financial disclosures shall be governed by federal and state law as it may be amended from time to time and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

Section Four. Zoning Application Disclosures.

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A.§ 36-67A-1, et seq., as it may be amended from time to time.

Section Five. Disclosures Related to Submission of Bids or Proposals for County Work or Contract.

Persons submitting bids or proposals for county work who have contributed $250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

Section Six. Withholding of Information.

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County’s boards, agencies, authorities or departments.

Section Seven. Incompatible Service.

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless
otherwise permitted by law and unless public disclosure is made.

**Section Eight. Unauthorized Use of Public Property.**

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles and equipment, including but not limited to computers, pagers and cellular telephones, materials or property for personal convenience or profit.

**Section Nine. Political Recrimination and Activity.**

(A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official’s daily county business.

(B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party or cause. No employee shall be hired, promoted, favored or discriminated against with respect to employments because of his or her political opinions or affiliations.

(1) **Seeking elective office.** A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a
request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

(2) Political campaign involvement. A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.

(3) Solicitation of contributions. A government employee may not knowingly solicit, accept or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

Section Ten. Appearance Before County Entities.

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.
Section Eleven. Timely Payment of Debts to the County and Fiscal Responsibility.

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

Section Twelve. Solicitation or Acceptance of Gifts.

(A) County Officials and employees shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

(B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:

(1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.

(2) An occasional gift from a single source of $101.00 or less in any calendar year.

(3) Ceremonial gifts or awards.
(4) Gifts of advertising value only or promotional items generally distributed
To public officials.

(5) Awards presented in recognition of public service.

(6) Reasonable expenses of food, travel, lodging and scheduled entertainment
for a meeting that is given in return for participation in a panel or speaking
engagement at the meeting.

(7) Courtesy tickets or free admission extended for an event as a courtesy or
for ceremonial purposes, given on an occasional basis and not to include
season tickets of any nature.

(8) Gifts from relatives or members of the County Official or Employee's
household.

(9) Honorariums or awards for professional achievement.

(10) Courtesy tickets or free admission to educational seminars, educational or
information conventions or other similar events.

**Section Thirteen. Disclosure of Interest.**

Any member of the Board who has a financial or personal interest in any proposed
legislation or action before the Board shall immediately disclose publicly the nature and extent
of such interest.

Any other County Official or Employee who has a financial or personal interest in any
proposed legislation or action before the Board and who participates in discussion with or
gives an official opinion or recommendation to the Board in connection with such proposed
legislation or action shall disclose publicly the nature and extent of such interest.
Section Fourteen. Abstention to Avoid Conflicts of Interest.

(A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.

(B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.

(C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

(A) One appointee by the Board of Directors of the Barrow County Chamber of Commerce.

(B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee:
(C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on The effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;

(D) One appointee of the Barrow County Personnel Review Board; and

(E) One appointee of the Barrow County Board of Commissioners, which appointee Shall be selected by a majority vote of the Board of Commissioners.

Section Two. Appointment Procedures.

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made
In the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

Section Three. Qualifications of Members of Board of Ethics.

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

(A) Resides in the County and is a registered voter;
(B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment or be the spouse, parent, child or sibling of an Employee or County Official;
(C) Is not an officer or employee of any political party;
(D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

Section Four. Terms; Vacancies.

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this

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Article shall serve an initial full two-year term and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

Section Five. Removal of Member.

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

Section Six. Organization and Internal Operating Regulations.

(A) Members of the Board of Ethics shall not be compensated.

(B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification or vacancy.

(C) There shall be no regularly scheduled monthly or bimonthly meetings of the
Board of Ethics, however, the Board of Ethics shall meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. Meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the open meetings requirements under state law.

(D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.

(E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

Section Seven. Duties and Powers.

The Board of Ethics shall have the following duties and powers:

(A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and regulations do not conflict with any provision contained herein.

(B) To receive and hear complaints of violations of standards required by this Ordinance.

(C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after a least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.

(D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.
(E) To perform any other function authorized by this Ordinance.

(F) To issue advisory opinions as provided in this Ordinance.

Section Eight. Staffing and Expenses.

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics to publish notices of all meetings upon request of the Board of Ethics' Chairperson and to serve as the recording clerk for the Board of Ethics.

Section Nine. Counsel.

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

Section Ten. Adherence to the Ethics Ordinance.

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.
Section Eleven. Prohibition Against Certain Conflicting Political Activity.

(A) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

(1) "Member of the Board of Ethics" means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.

(2) "Political Party" means a national political party, a state political party, a political action committee, and/or any affiliated organization.

(3) "Election" includes a primary, special and general election.

(4) "Nonpartisan Election" means:

(a) An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and

(b) An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character

(5) "Partisan" when used as an adjective, refers to a political party.

(6) "Political Fund" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or
anything of value or transfers money or anything of value to any other
fund, political party, candidate, organization, political action committee
or other entity.

(7) "Contribution" means any gift, subscription, loan, advance, deposit of
money, allotment of money, or anything of value given or transferred by
one person to another, including in cash, by check, by draft, through a
payroll deduction or allotment plan, by pledge or promise, whether or
not enforceable, or otherwise.

(B) **Permissible Activities.** All members of the Board of Ethics are free to engage in
political activity to the widest extent consistent with the restrictions imposed in
this Section, which restrictions are imposed for the sole purpose of ensuring
neutrality and the appearance of neutrality of the Board of Ethics. Each member
of the Board of Ethics retains the right to:

(1) Register and vote in any election;

(2) Participate in the nonpartisan activities of a civic, community, social,
labor, or professional organization or of a similar organization;

(3) Be a member of a political party or other political organization and
participate in its activities to the extent consistent with law;

(4) Attend a political convention, rally, fundraising function, or other
political gathering;

(5) Sign a political petition as an individual;

(6) Make a financial contribution to a political party or organization;

(7) Take an active part, as a candidate or in support of a candidate, in a
nonpartisan election;

(8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;

(9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and

(10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

(C) Prohibited Activities.

(1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.

(2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:

(a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;

(b) Organize or reorganize a political party organization or political club;

(c) Directly or indirectly solicit, receive, collect, handle, disburse, or
account for assessments, contributions or other funds for a partisan political purpose;

(d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;

(e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;

(f) Become a candidate for, or campaign for, an elective public office In a partisan election;

(g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;

(h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;

(i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;

(j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;

(k) Serve as a delegate, alternate or proxy to a political party convention;

(l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan
candidate for public office or political party office;

(m) Initiate or circulate a partisan nominating position.

(3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of ethics connected with a nonpartisan election or a nonpartisan issue of any type.

Section Twelve. Limitation of Liability.

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics and any person acting under the direction of the Board of Ethics.

Section Thirteen. Advisory Opinion.

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official's or Employee's conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law and the opinions of the Ethics Board shall be made available to the public.

Section Fourteen. Complaints.

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:
(A) Any person may file a complaint alleging a violation of any of the provisions of This Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s). The person filing the complaint shall verify the complaint by his or her signature thereon. A complaint must be filed within six (6) months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure within six (6) months of the date the alleged violation should have been discovered after due diligence. In the event the Board of Ethics makes an initial determination that a complaint is technically deficient, the Board of Ethics shall submit a list of deficiencies to the complainant and offer the complainant the opportunity to correct the deficiencies within seven (7) days prior to the complaint being dismissed for technical deficiencies.

(B) Upon receipt of a complaint alleging misconduct, the County Official or Employee against whom the complaint was filed may reply to the complaint within thirty (30) days, unless such time for reply is extended by the Board of Ethics upon good cause shown. The response of the County Official or Employee must be supported by affidavits based on personal knowledge, must set forth such facts as would be admissible in evidence and must show
affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s).

(C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.

(D) If the Board of Ethics determines that specific, substantiated evidence from a credible sources(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.

(E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.

(F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems
Necessary to fulfill its obligations under this Ordinance.

Section Fifteen. Disciplinary Action.

(A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

(1) Written warning or reprimand;

(2) Suspension without pay;

(3) Termination of employment; and

(4) Repayment to the County of any unjust enrichment.

(B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

(1) Written warning, censure or reprimand;

(2) Removal from office to the extent provided by Georgia law; and

(3) Repayment to the County of any unjust enrichment.

(C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought with ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The Court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the
issuance of bonds, notes or other evidence of public obligation under this Ordinance.

(D) In addition to any other remedy provided herein, upon determination of a Violation of this Ordinance, the Board of Ethics may recommend to the Board of Commissioners in writing that any contract, bid or change order that was the Subject of the violation should be cancelled or rescinded. The Board of Commissioners, however, shall retain the discretion to determine whether such a Cancellation or rescission would be in the best interest of the County and shall not be bound in any way by a recommendation of the Board of Ethics.

(E) The Ethics Board may also forward its findings of fact and conclusions of law to the Barrow County District Attorney's Office and/or the Office of the Governor for appropriate action.

Section Sixteen. Judicial review.

(A) Any party against whom a decision of the Board of Ethics is rendered may obtain judicial review of the decision by writ of certiorari to the superior court of the County. The application for the writ must be filed within thirty (30) days from the date of the written decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.

(B) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.

(C) The appellate rights afforded hereunder shall be in lieu of any right to appeal an adverse employment action under the Barrow County Civil Service
System, to the extent the County Official or employee may be subject to the Civil Service System.

ARTICLE SIX: MISCELLANEOUS

Section One. Severability.

If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Two. Repealer

All laws, resolution, or ordinances or parts thereof that conflict with the provisions of this Ordinance are repealed.

Section Three. Effective Date.

The effective date of this Ordinance shall be July 1, 2004.

AMENDED:

Article Five, Section 1, Subparagraph (A) January 25, 2005
Article Five, Section 6, Subparagraph (C) January 8, 2008