CONTRACT DOCUMENTS
AND
SPECIFICATIONS

WATER PLANT SLUDGE REMOVAL PROJECT

FOR
THE CITY OF SOCIAL CIRCLE

PREPARED ON BEHALF OF
THE HONORABLE MAYOR AND COUNCIL
OF
THE CITY OF SOCIAL CIRCLE, GEORGIA

MAYOR-----------------------------Hal Dally
MAYOR PRO TEM ----------------------David Keener
COUNCIL MEMBER ------------------Scott Simpkins
COUNCIL MEMBER ------------------Tyson Jackson
COUNCIL MEMBER ------------------Steve Shelton
CITY MANAGER---------------------Adele Schirmer
CITY ATTORNEY---------------------Anthony O. L. Powell
DIRECTOR OF PUBLIC WORKS --------Barry Parsons

PREPARED BY:
CITY OF SOCIAL CIRCLE, GEORGIA
PUBLIC WORKS DEPARTMENT
166 N CHEROKEE RD
SOCIAL CIRCLE, GA 30025

PHONE # (770) 464 - 2380
FAX # ( )

2017
## CONTRACT DOCUMENTS AND SPECIFICATIONS

### WATER PLANT SLUDGE REMOVAL PROJECT

FOR
THE CITY OF SOCIAL CIRCLE

### SPECIFICATIONS

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END OF SECTION
SECTION 00020

REQUEST FOR PROPOSAL

CITY OF SOCIAL CIRCLE, GEORGIA

WATER PLANT SLUDGE REMOVAL PROJECT

FOR THE

CITY OF SOCIAL CIRCLE, GEORGIA

Proposals for the Work to Be Done: The work to be performed by the General Contractor consists of but is not limited to Scope of Work: Remove 20,000 gallons a day of sludge from the Water Plant Backwash Lagoon located at 2643 Jersey Social Circle Road. This is only water/sludge that will flow to the hose. Contractor will perform the work in the most economical manner possible while maintaining quality and compliance with local, state, and federal agencies. Sludge will be transported to Eagle Point Landfill for solidification. A waste manifest will be provided to the owner designating it a non-hazardous waste manifest for each shipment for offsite disposal.

In accordance with CFR 40 264.12(b), the receiving landfill must have the appropriate permit(s) to accept the waste as profiled and quoted.

the following major items:

1. Remove approximately 80 tons of sludge
2. Provide adequate sized tankers to hold and dispose of sludge
3. Provide adequate air and pumping equipment to complete the job in a timely manner
4. Ensure work area is clean and neat when job is completed

Specifications and Contract Documents: Hard Copies of the Contract Documents may be obtained from City Hall office located at 166 North Cherokee Road, Social Circle, GA 30025, starting on October 6th, 2017 or you can download this PDF from our website. Bid closing date will be November 3rd, 2017 at 4PM eastern time. The street address, phone number, and fax number of contractors submitting proposals must be provided to ensure prompt delivery of any addenda.

The Owner reserves the right to reject any or all proposals, to waive informalities, and to re-advertise.

City of Social Circle

By:

Director of Public Works

00020-1
1. **Intent**: It is intended that the Instructions to Bidders, General Conditions, Detailed Specifications and the Contract Drawings shall define and describe the complete work to which they relate.

2. **Definitions**: Where the following words or the pronouns used in their stead herein, they shall have the following meaning:

   "**Owner**" shall mean the City of Social Circle, Georgia, or its authorized and legal representatives.

   "**Engineer**" shall mean the City of Social Circle, Georgia, or its authorized and legal representatives.

   "**Contractor**" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

   "**Contract Time**" shall mean Sixty (60) consecutive calendar days for completion of the work, to be computed from the date of the Notice to Proceed.

   "**Liquidated Damages**" shall mean the sum of Five Hundred Dollars ($500) which the Bidder agrees to pay for each consecutive working day beyond the Contract Time required to complete the work.

   "**Products**" shall mean materials or equipment permanently incorporated into the work.

   "**Provide**" shall mean to furnish and install.

   "**Working Day**" shall generally mean weekdays, Monday through Friday, inclusive. Each week shall include five (5) working days. Each working day shall be eight (8) hours duration. Nationally recognized holidays shall not be considered working days. **NO EXCEPTION, EXTENSION OR ADDITIONAL PAYMENT SHALL BE MADE FOR ANY WEATHER-RELATED DELAY. NO RAIN OR OTHER WEATHER RELATED EVENTS SHALL ADD TO THE DURATION OF THE CONTRACT.**

3. **Registered Bidder**: Is the company or party that has obtained a set of specifications and contract documents with the purpose of participating in the bid for the St. Andrews Court Resurfacing Project.

   **Work to Be Done**: The work to be performed by the General Contractor consists of but is not limited to the following major items:

   1. Remove approximately 80 tons of sludge
   2. Provide adequate sized tankers to hold and dispose of sludge
   3. Provide adequate air and pumping equipment to complete the job in a timely manner
   4. Ensure work area is clean and neat when job is completed

4. **Addenda and Interpretations**: No interpretation of the meaning of the Drawings, Specifications or other bid documents will be made to any bidder orally. Every request for such interpretation should be made in writing and addressed to City Manager, City of Social Circle, P.O. Box 310, Social Circle, GA 30025, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written Addenda to the "Specifications" which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished) not later than three (3) days prior to the date fixed for the opening of bids. Failure of a bidder to receive any Addendum shall not relieve him of any obligation under his bid. All Addenda shall become part of the Contract Documents.

5. **Substitutions**: Whenever the design is based on a specific product of a manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the list of approved manufacturers in the
Specifications. Substitutions will be considered only if the term "Equal To" precedes the names of approved manufacturers in the Specification. The Contractor may, after receiving the Notice to Proceed, submit shop drawings on the substitute product for the approval of the owner.

Any bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Bidder should include in his bid the cost of accessory items which may be required by the substitute product and the cost of any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

Approval of the Owner is dependent on the determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and will require no major modifications to structures, electrical systems, control systems, or piping systems.

6. Site Examination: The Bidder is advised to examine the locations of the work and to inform himself fully as to its conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the execution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful bidder of his obligation to furnish all products and labor necessary to carry out the provisions of his contract.

The Bidder shall notify the Owner of the date and time he proposes to examine the location of the work. The Bidder shall confine his examination to the specific areas designated for the proposed construction, including easements and public right-of-way. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by his examination of the site.

7. Subcontractors, Equipment and Material Bids: The Bidders shall conform to the four-hour bid limit in accordance with the "Procedure for Giving and Receiving Bids on Subcontracts, Equipment and Materials", as adopted by the Georgia Utility Contractor's Association.

8. Proposals: All Proposals must be made on the Proposal forms contained herein. Proposals shall be completed in ink and shall not be detached from these Specifications. The Proposals shall be enclosed in a sealed envelope, addressed to the City of Social Circle, Georgia and labeled WATER PLANT SLUDGE REMOVAL PROJECT. Envelopes containing Proposals shall clearly indicate the Bidder's name and address. Only proposals submitted by registered Bidders will be opened.
The NOTICE TO PROCEED shall be issued within ten \{10\} days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten \{10\} day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER as such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

9. **Right to Reject Proposals**: The Owner reserves the right to reject any or all proposals and to waive informalities. No proposals will be received after the time set for opening Proposals. Any unauthorized conditions, limitations or provisions attached to the Proposal, except as provided herein, will render it informal and may cause its rejection. Unbalanced proposals will be subject to rejection. Any bidder may withdraw his proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of proposal. Telegraphic or written request for withdrawal must be in the possession of the Owner prior to the closing time for receipt of proposals.

10. **Determination of Successful Bidder**: The Contract will be awarded to the lowest, responsive, and responsible contractor submitting a proposal.

   (a) **Lowest Bids**: The lowest bid will be determined by the addition of a Bidder's Proposal amounts listed in the proposal.

   (b) **Responsibility**: The determination of the bidder's responsibility will be made by the Owner based on whether the bidder:

   (1) maintains a permanent place of business,

   (2) has the appropriate technical experience,

   (3) has adequate plant and equipment to do the work properly and expeditiously, and

   (4) has suitable financial means to meet obligations incidental to the work.
(c) **Responsiveness:** The determination of responsiveness will be made by the Owner based on a consideration of whether the bidder has submitted a complete Proposal form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Proposal form.

**END OF SECTION**
## CITY OF SOCIAL CIRCLE
### WATER PLANT SLUDGE REMOVAL PROJECT

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<td>1)</td>
<td>Remove approximately 80 tons of sludge</td>
<td>TN</td>
<td>80</td>
<td></td>
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<td>2)</td>
<td>Provide adequate sized tankers to hold and dispose of sludge</td>
<td>EA</td>
<td>TB</td>
<td>D</td>
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<tr>
<td>3)</td>
<td>Provide adequate air and pumping equipment to complete the job in a timely manner</td>
<td>EA</td>
<td>TB</td>
<td>D</td>
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<td>4)</td>
<td>Ensure work area is clean and neat when job is completed</td>
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**GRAND TOTAL =**

Submitted By: ________________________________  Title: ________________________________

Company: ________________________________  Date: ________________________________

Signature: ________________________________
Amounts are to be shown in numbers only. It is understood that the estimated quantities in the Bid Proposal reapproximate and are used only for comparison of bids, and are subject to increase or decrease as required to properly complete the Contract work. Low bidder shall be determined based on the TOTAL BID PRICE. Furthermore, the Contractor shall be responsible for including all items required to perform the project as indicated on the plans and specifications and including all costs into the most appropriate unit prices, if not explicitly described in the Payment paragraph of each section.

The Bidder agrees hereby to commence work under this contract, with adequate personnel and equipment, on a date to be specified in a written order of the Engineer, and to fully complete all Work under this Contract within Sixty (60) consecutive calendar days from and including said date. Bidder further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter required to complete all work as heretofore provided in the Instructions to Bidders.

The Bidder declares an understanding that the quantities shown for unit price items are subject to either increase or decrease, and that should the quantities of any of the items of Work be increased, the Bidder proposes to do the additional Work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for additional costs or anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by direct increase or decrease. ALTHOUGH THE CONTRACT PRICE MAY BE DECREASED IF THE QUANTITIES OR UNITS DECREASE, THE CONTRACT PRICE MAY NOT BE INCREASED BY MORE THAN TWO THOUSAND DOLLARS ($2,000.00) WITHOUT WRITTEN APPROVAL OF MAYOR AND COUNCIL IN ADVANCE OF PERFORMING THE WORK OR PROVIDING THE MATERIALS.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices.

The Bidder furthermore agrees that, in the case of a failure to execute the Contract Agreement within ten days after receipt of conformed Contract Documents for execution, the attached Bid Bond accompanying this Bid and the moneys payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

**BIDDER:**

\[
\begin{array}{l}
\text{By:} \\
\text{Name:} \\
\text{Title:} \\
\text{Address:} \\
\text{Phone:}
\end{array}
\]

\[
\text{(Please Print)}
\]

**ATTEST:**

\[
\begin{array}{l}
\text{Name:} \\
\text{Title:}
\end{array}
\]

\[
\text{(Please Print)}
\]

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.
Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<table>
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<tr>
<th>NAME</th>
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SECTION 00500

CONTRACT AGREEMENT

This Agreement made and entered on the __________ day of __________, 2017 by and between the City of Social Circle, Georgia, party of the first part (hereinafter called the "Owner"), and ____________________, party of the second part, (hereinafter called the "Contractor"),

WITNESSETH:

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

1. That the Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and to complete the WATER PLANT SLUDGE REMOVAL PROJECT in a good, firm, substantial and workmanlike manner the construction of but is not limited to the following major items:

2. 1. Remove approximately 80 tons of sludge
   2. Provide adequate sized tankers to hold and dispose of sludge
   3. Provide adequate air and pumping equipment to complete the job in a timely manner
   4. Ensure work area is clean and neat when job is completed

3. The term "CONTRACT DOCUMENTS" means and includes the following:

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS

00020 Advertisement for Bids
00100 Instructions to Bidders
00300 Bid Proposal
00500 Contract Agreement
00510 Notice of Award
00520 Notice to Proceed
00700 General Conditions
00800 Supplemental General Conditions
00805 Special Assurances
00850 Certificate of Owner’s Attorney
00900 Pay Request Form 1
00910 Contract Change Order

DIVISION 18 ADDENDA

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<th>Year</th>
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4. The following drawings are part of this contract:

NONE
5. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work within Sixty (60) consecutive calendar days. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars ($500) for each working day that he shall be in default of completing the work within the time limit named herein. The Owner shall consider extensions to the Contract Time only if a formal request for extension is submitted in writing with back-up information, and the extension is due to circumstances beyond the Contractor’s control. If the Contractor abandons the Contract before commencement of the work or defaults in completion of all the work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the public of the City of Social Circle, Georgia, because of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

6. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States the sum of $_________ which sum shall also pay for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the execution of the work, and for all expenses incurred by, or in consequence of the work, its suspension or discontinuance, and for well and faithfully completing the work and the whole thereof, as herein provided, and for replacing defective work or products for a period of one year after completion.

7. The Owner shall make monthly partial payments to the Contractor in accordance with the provisions of the Contract Documents.

8. Contractor shall perform all the work for this project, in accordance with the provisions of the Contract Documents.

9. This contract is conditioned on both parties’ compliance with the requirements of O.C.G.A. § 13-10-91. The City of Lawrenceville employs 100 or more employees, and follows O.G.C.A. § 13-10-91. Contractor hereby states that it has complied with the requirements of O.G.C.A. § 13-10-91, as attested to by the attached affidavit, and will obtain the employee-number category and eligibility verification from all subcontracts it uses regarding this project.

Sample affidavits for contractors and subcontractors are attached hereto as EXHIBIT “A” and EXHIBIT “B” respectively.

10. Disputes arising out of this contract shall be heard in the superior courts of Walton County, Georgia. The Owner and Contractor agree that jurisdiction and venue are proper in the superior courts of Walton County,
Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.

11. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties.

12. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.

13. The Contractor agrees to indemnify Owner and hold Owner and its agents and employees harmless from and against all actions, causes of action, suits, liabilities, claims, damages, losses, costs and expenses (including attorney’s fees and costs) arising out of or resulting from (a) any act or omission of Contractor in the performance or non-performance of the Work or its obligations hereunder, (b) any breach of contract by Contractor, and (c) any claim for injury to person or property arising out of, or in the course of, the Work as contemplated by this Contract. The parties hereto agree that the terms of this Paragraph 5 shall survive any termination or expiration of the Contract.

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

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

CITY OF SOCIAL CIRCLE, GEORGIA

By: ________________________________
Name: ______________________________
Title: ________________________________ Seal
Attest: ________________________________
Name: ________________________________
Title: ________________________________

Approved as to Form Before Execution:

By: ________________________________
   Attorney for the Owner

Name: ________________________________

CONTRACTOR:

By: ________________________________
Name: ________________________________
Title: ___________________________ Seal

Attest: __________________________

Name: __________________________

Title: __________________________

Signed and Sealed in the presence of:

By: __________________________

Notary Public

NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the partnership name by one of the partners, with indication that he is a general partner.
EXHIBIT “A”

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.G.C.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Social Circle has registered with and is participating in the Employment Eligibility Verification (EEV)/Basic Pilot Program, or E-Verify, in accordance with the applicability provisions and deadlines established in O.G.C.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) about the physical performance of services pursuant to this contract with the City of Social Circle, contractor will secure from such subcontractor(s) similar verification of compliance with O.G.C.A. § 13-10-91 via affidavit attesting to compliance. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Social Circle at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

Sworn to and subscribed before me this ______ day of__________, 20__

_____________________________  ________________________  __________
Notary Public                  Signature                  Date

_____________________________
Printed Name

My Commission Expires: ____________

_____________________________
Entity

_____________________________
Title of Officer or Agent
EXHIBIT “B”

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.G.C.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   on behalf of the City of Social Circle has registered with and is participating in the Employment Eligibility Verification (EEV)/Basic Pilot Program, or E-Verify, in accordance with the applicability provisions and deadlines established in O.G.C.A. § 13-10-91.

EEV/Basic Pilot Program User Identification Number

Sworn to and subscribed before me this day of , 20 .

Notary Public

Signature

Date

Printed Name

My Commission Expires:

Entity

Title of Officer or Agent

END OF SECTION
SECTION 00510

NOTICE OF AWARD

TO:

PROJECT KNOWN AS: WATER PLANT SLUDGE REMOVAL PROJECT FOR: THE

CITY OF SOCIAL CIRCLE, GEORGIA

The OWNER has considered the Proposal submitted by you for the above described Work in response to its Advertisement for Bids dated ___________, 20__.

You are hereby notified that your Bid in the amount of $________________________ has been accepted for the works as described and delineated within the contract documents and plans as provided for this project.

You are required to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance to be included in the Agreement between the City of Social Circle and ____________________________

____________________________

______________________________

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of ___________, 20__.

CITY OF SOCIAL CIRCLE, OWNER

By: ____________________________

Printed Name: ____________________

Title: ____________________________

ACCEPTANCE OF NOTICE

Receipt of this above NOTICE OF AWARD is hereby acknowledged by__________________________, a duly sworn agent of or an authorized representative for ____________________________, this the day of ____________, 20__.

By: ____________________________

Name: __________________________

Title: ____________________________

END OF SECTION
TO:

PROJECT KNOWN AS: WATER TREATMENT PLANT
SLUDGE REMOVAL PROJECT

THE CITY OF SOCIAL CIRCLE, GEORGIA

You are hereby notified to commence work in accordance with the Agreement dated__________, 20 on or before__________, 20____ and you are to complete the work within Sixty (60) consecutive calendar days thereafter. The date of completion of all work is therefore__________, 20____.

You are required to provide the OWNER with a Proposed Schedule for the Project before any construction can commence.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this _______ day of ____________, 20____

CITY OF SOCIAL CIRCLE, OWNER

By: __________________________
Name: _________________________
Title: _________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by ___________________________, a duly sworn agent of or an authorized representative for _____________________________, this the _____ day of__________, 20____.

By: __________________________
Name: _________________________
Title: _________________________

END OF SECTION
GENERAL CONDITIONS

1. **Notice of Award of Contract**: Proposals submitted shall be good for a ninety (90) day period (any reference herein to “day” shall mean a calendar day). Within ninety (90) days after receipt of proposal, the Owner shall notify the successful bidder of the award of the Contract.

   Should the Owner require additional time to award a Contract, the time may be extended by agreement between the Owner and the successful bidder. If an Award of Contract has not been made within ninety (90) days from the bid date or within the extension mutually agreed upon, the bidder may withdraw the bid without further liability on the part of either party.

2. **Execution of Contract Documents**: The OWNER and the CONTRACTOR, will furnish the OWNER'S Attorney such evidence as required so that the OWNER'S Attorney can complete and execute "Certificate of Owner's Attorney" before the OWNER submits the executed Contract Documents to the Contractor. With the notification of Award of Contract, the Owner shall furnish the Contractor four (4) conformed copies of Contract Documents for execution by him and his surety.

   Within (5) days after receipt the notification of Award of Contract, the Contractor shall return all the documents properly executed by himself and his surety. Attached to each document shall be the power of attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

   Within three (3) days after receipt of the documents executed by the Contractor and his surety with the power of attorney and certificates of insurance, the Owner shall complete the execution of the documents. The General Contractor will have received one copy of the completed signed documents.

   Should the Contractor and/or surety fail to execute the documents within time specified, the Owner shall have the right to proceed on the bid bond accompanying the bid.

   If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw his bid without penalty.

   Should either party require an extension of any of the time limits stated above, this shall be done only by agreement between both parties.
3. **Insurance:** The Contractor shall not commence work under this Contract until all insurance described below has been obtained and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

(a) **Workmen's Compensation:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation insurance. Workmen's Compensation insurance shall include Broad Form All States endorsement.

(b) **Comprehensive General Liability:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, such Comprehensive General Liability insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for Bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

- $2,000,000 Bodily Injury, including death, each occurrence.
- $1,000,000 Property Damage, each occurrence.
- $2,000,000 Property Damage, in the aggregate.

The insurance shall include coverage of the following hazards:
- Products/Completed Operations
- Independent Contractors
- Contractual Liability
- Underground
- Explosion/Collapse

(c) **Owner's Protective Liability:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Owner's Protective Liability Insurance with the same limits as the Comprehensive General Liability.

(d) **Automobile Liability:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Comprehensive Automobile Liability insurance in amounts not less than the following:

- $1,000,000 Bodily Injury or death to any one person.
- $1,000,000 Bodily Injury, each occurrence.
- $1,000,000 Property Damage, each occurrence.

The insurance shall include coverage for non-owned and hired vehicles.

(e) **Materials and Equipment Floater:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Materials, and Equipment Floater Insurance to protect the interests of the Owner, Contractor, and subcontractor against loss by vandalism, malicious mischief, and all hazards included in a standard All Risk Endorsement including a building risk insurance for the total amount of the building bid. The amount of the insurance shall always equal or exceed the full amount of the Contract. The policies shall be in the names of the Owner and the Contractor.

(f) **Certificates of Insurance:** Certificates acceptable to the Owner shall be attached to the signed Contract Documents when they are transmitted to the Owner for execution. These certificates shall contain the statement that "Coverage afforded under the policies will not be canceled unless **AT LEAST THIRTY**
(30) days prior to cancellation written notice has been given to the Owner, as evidenced by receipts of registered or certified mail.

4. **Indemnification**: The Contractor agrees to indemnify Owner and hold Owner and its agents and employees harmless from and against all actions, causes of action, suits, liabilities, claims, damages, losses, costs and expenses (including attorney’s fees and costs) arising out of or resulting from (a) any act or omission of Contractor in the performance or non-performance of the Work or its obligations hereunder, (b) any breach of contract by Contractor, and (c) any claim for injury to person or property arising out of, or in the course of, the Work as contemplated by this Contract. The parties hereto agree that the terms of this Paragraph 5 shall survive any termination or expiration of the Contract.

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

5. **Notice to Proceed**: The Notice to Proceed shall be issued following the pre-construction conference within three (3) days of the execution of the Contract Agreement by the Owner. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the three (3) day period or within the period mutually agreed upon, the Contractor may terminate the Contract Agreement without further liability on the part of either party.

6. **Suspension of Work, Termination and Delay**:  

(a) If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen, materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of seven (7) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all products, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services such excess will be paid by the Contractor and/or his surety to the Owner. Such costs incurred by the Owner will be determined by the Owner and incorporated in a change order.

(b) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

(c) After ten (10) days from delivery of a written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained.
7. **Assignments**: The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

8. **Subcontracting; Small, Minority and Women's Businesses**

If the CONTRACTOR intends to let any subcontracts for a portion of the work, the CONTRACTOR shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of (1) including qualified small minority, and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) CONTRACTORS are encouraged to procure goods and services from labor surplus area firms.

(a) The Contractor shall not subcontract the complete work, or any major part thereof, and shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given except upon the basis of written statements containing such information as the Owner may require.

(b) The Contractor shall utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

    If the Contractor desires to perform specialty work he shall submit a request to the Owner accompanied by evidence that the Contractor's own organization has successfully performed the work in question, is presently competent to perform the work, and the performance of the work by specialty subcontractors will result in materially increased costs or inordinate delays.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power about terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

(e) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

9. **Authority of the Owner**: The Owner will appoint a representative to act on its behalf during the construction period. The appointed representative shall decide questions which may arise, such as those pertaining to quality and acceptability of products furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The representative will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents. He shall judge as to the accuracy of quantities submitted by the Contractor in partial payment estimates and the acceptability of the work which these
quantities represent. The decisions of the Owner’s representative shall be final and conclusive and binding upon all parties to the Contract.

10. **Separate Contracts:**

(a) The Owner reserves the right to let other contracts about this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their products and the execution of their work, and the Contractor and other Contractors shall properly connect and coordinate their work with each other. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor the Contractor shall inspect and promptly report to the owner’s representative any defects in such work that render it unsuitable for such proper execution and results.

(b) The Owner may perform additional work related to the project with its own forces. The Contractor will afford the Owner reasonable opportunity for the introduction and storage of products and the execution of work, and shall properly connect and coordinate his work with theirs.

(c) If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others cost him an additional expense or time, he may be entitled to additional moneys or an extension of the Contract Time. The Contractor may make a claim therefore as provided in "Changes in the Contract."

11. **Laws and Regulations:** All applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full herein. The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, County, and municipal governments or authorities 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 these Contract Documents or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall promptly report the same in writing to the Owner. He shall always observe and comply with all such existing and future laws, ordinance and regulations and shall protect and indemnify the Owner and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

Permits and licenses of a temporary nature, including building permits, necessary for the execution of the work shall be secured by Contractor.

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

13. **Notice and Service Thereof:**

(a) All Notices, demands, requests, instructions, approvals, and claims shall be in writing.

(b) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Bid (or at such other office as the Contractor may from time to time designate to the Owner in writing), or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
(c) All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Social Circle, at the office of the City Clerk, Social Circle, Georgia. Any notice to or demand upon the Owner shall be sufficiently given if delivered to the office of the City Clerk or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Clerk or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

(d) Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt.

14. **Patents**: The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the owner and its officers, agents, and employees harmless from loss on account thereof, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such infringement unless he notifies the Owner prior to the bid date.

15. **Land and Rights of Way**: The Owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine his work and all associated activities to the easements and other areas designated for his use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements.

If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of Contract Time and/or an equitable increase in the Contract Price to cover his additional costs thus thereof. His claim therefor shall be handled as provided for under "Changes in the Contract."

16. **Products, Services and Facilities**: 

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

   It is further understood that the Contractor's proposed construction schedule is based on a normal 40-hour work week, less recognized holidays. If the Contractor desires to work more than this limit, he shall submit a written request to the Owner a minimum of five (5) days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner because of the extended work hours.

(b) Products shall be so stored in accordance with the manufacturer's recommendations to ensure the preservation of their quality and fitness for the work. Stored products to be incorporated in the work shall be located to facilitate prompt inspection.

(c) Manufactured products shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

(d) Products shall be furnished in accordance with shop drawings and/or samples submitted by the Contractor and approved by the Owner.
(e) Products to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller.

(f) The Contractor shall maintain a local office with telephone and fax. The contractor shall be required to have a responsible representative on call always. The Contractor will also be required to maintain a crew with necessary tools and equipment available on call after normal working hours, on weekends during inclement weather and other times when work is not in progress to perform any necessary emergency repair work which may occur because of the work under this Contract.

17. **Supervision of Work**: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the project site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The superintendent shall be present on the site always as required to perform adequate supervision and coordination of the work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the Engineer without delay. He shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. His authority shall be such that all communication given to him shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel.

The Contractor shall, upon demand from the Owner, immediately remove any Superintendent, Foreman or workman whom the Owner may consider incompetent or undesirable.

18. **Interruption of Facility Operations**: The Contractor shall provide the Owner with at least five (5) days written notice prior to any interruption in the City of Social Circle of any utility operations required by construction activity. The Notice shall include the date and time of the scheduled interruption; the length of time the interruption will be in effect; the procedures to be followed in effecting the interruption; a complete identification of all those processes, equipment and operations to be affected; and all other information the Owner may require. The Contractor shall provide any equipment, piping, auxiliary power or other means necessary to sustain facility operations or function for interruptions which have not been identified by the Specifications, or when interruptions must exceed the time allowed by the Specifications.

19. **Protection of Work, Property and Persons**:

(a) The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs about the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Contractor will comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them.

(c) The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by him or any of his subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
(d) In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury or loss. He will give the Owner prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and shall request a change order covering the changes and deviations involved.

(e) During unseasonable weather, the Contractor shall stop all work when so directed by the Owner. Completed work and stored products shall be suitably protected.

(f) The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage that may result from their failure or their improper construction, maintenance or operation.

20. Protection of the Environment:

(a) All measures required to minimize water pollution to affected waters shall be undertaken in the proposed work. To achieve this end, regard shall be given to the protection of the watershed natural cover, measures instituted to assure minimal siltation and bank erosion from the construction, and other measures taken to reduce water pollution to a minimum.

(b) Any area used or involved in the project disturbed by the Contractor, shall be restored to present or better condition even though such area is outside the limits of that specified for grading, grassing or landscaping.

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

(d) The Contractor shall so schedule his work that he does not interrupt the operation of any existing facility except as specifically allowed by the provisions of section 19, above.

Bypasses of untreated or partially treated wastes will not be permitted unless the Contractor has obtained prior approval from the Owner and the Environmental Protection Division. The Owner shall be notified in writing of the date, time and duration of such bypasses at least two weeks in advance. The Contractor shall pay all fines that may be imposed on the Owner for the bypassing of wastewater without prior approval.

(e) Necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Owner. Their use shall be strictly enforced.

(f) Should the Contractor so desire, he may build shanties or other structures for housing tools, machinery, and supplies, but they will be permitted only at approved places, and their surroundings shall be maintained always in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

(g) Indemnification from Environmental Claims. The Contractor shall indemnify and hold harmless the Owner from any claims for damages or penalties for environmental violations arising from the Contractor's work on the project. The Contractor shall defend and hold harmless the Owner from claims made by the Federal Environmental Protection Agency, the State Department of Natural Resources or Environmental Protection Division, and any owners of property or affected citizens for environmental damage allegedly caused by the contractor's performance of work on the project. This indemnity shall be in addition to other promises and indemnities contained herein. The Contractor covenants and agrees with the Owner that the work called for in the contract documents, including the General Conditions and project Specifications, do not
call for the contractor to perform any work or use any materials which would violate applicable state and federal environmental law.

21. **Protection of Underground Utilities**: The Contractor shall protect from damage all existing improvements or utilities at or adjacent to the site of the work, the location of which is made known to him by the Owner or his agent, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of work, provided these facilities are located on the drawing or located by the Contractor in cooperation with the Owner of such facilities or implied and obvious from adjacent structures or known utilities. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the work performed and charge the cost thereof to the Contractor. All Contractor cost caused by construction started by others after the bid date, shall be subject to adjustment by change order as provided elsewhere.

22. **Schedules, Reports and Records**: The Contractor shall submit to the Owner progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed. Within three (3) days of the execution of the Contract by the Owner, the Contractor shall deliver to the Owner a construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various tasks required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the Progress Schedule.

The Contractor shall maintain on the project site throughout the Contract Time an up to date set of record drawings. Record Drawings shall depict the project as actually constructed; providing elevations, dimensions, angles, details, sections, etc., as required to locate all exposed or concealed features of the construction. Special attention shall be given to recording deviations from the Contract Drawings. The locations shall be referred to easily by identifiable, permanent landmarks or benchmarks, to allow future reproducibility of the measurements with a minimum of personnel and equipment.

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

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities and prior to the Owner’s correction shall be done at the Contractor's risk.

The Owner will furnish the Contractor six (6) copies of the Contract Drawings and the Specifications, one (1) copy of which the Contractor shall have available always on the job site.

24. **Surveys**: The Contractor shall survey and establish all base lines for locating all the components of the work per bench marks provided by the Owner. From this survey, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all details needed for construction including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations.

The Contractor shall carefully preserve bench marks. In case of willful or careless destruction of the bench marks, the Contractor shall be charged with the resulting expense to reestablish any bench mark.
25. **Testing, Inspection and Rejection of Work:**

(a) **Testing of Materials:** Unless otherwise specifically provided for in the Specifications, the inspection and testing of products to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner and the cost of such inspection and testing shall be paid by the Contractor. The Contractor shall furnish evidence satisfactory to the Owner that the products have passed the required tests prior to their incorporation into the work. The Contractor shall promptly segregate and remove rejected products from the site of the work.

(b) **Inspection:** The Contractor shall furnish the Owner with every reasonable facility for ascertaining whether the work performed and products used are in accordance with the requirements and intent of the Specifications and Contract Documents. No work shall be done or products used without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective work or product shall not in any way prevent later rejection when such defect is discovered, or obligate the Owner to final acceptance.

(c) **Authority and Duties of the Resident Inspector:** Resident Inspectors shall be authorized to inspect all work done and all products furnished, including preparation, fabrication and manufacture of the products to be used, but they shall not be authorized to alter or waive any requirements of the Drawings, Specifications or Contract Documents. The Resident Inspector may reject products or suspend the work until any question at issue can be referred to and decided by the Owner. The responsibility of the Contractor is not lessened by the presence of the Resident Inspector.

(d) **Rejection of Work and Materials:** All products furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected products or work shall be removed immediately. If rejected products or work is not removed within forty-eight (48) hours, the Owner shall have the right and authority to stop the work immediately and shall have the right to arrange for the removal of said rejected products or work at the cost and expense of the Contractor. All rejected products or work shall be replaced with other products or work which conform with the Drawings and Specifications.

(e) **Contractor's Responsibility:** Inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract and defective work shall be made good regardless of whether such work has been previously inspected by the Owner and accepted or estimated for payment. The failure of the Owner to reject improper work shall not be considered a waiver of any defect which may be discovered later, or for work defective.

26. **Time for Completion and Liquidated Damages:** The Contract Time shall begin on a date specified in the Notice to Proceed issued by the Engineers.

The Contractor will proceed with the work at a rate of progress which will insure completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the Contract Time, or extended Contract Time if authorized by change orders, then the Contractor will pay to the Owner the amount of liquidated damages specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner.
(a) To any preference, priority or allocation order duly issued by the Owner.

(b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or acts of war, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes.

(c) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (a) and (b).

27. Changes in the Contract:

(a) Changes in the Work: The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract Agreement. Although the contract price may be decreased, the contract price may not be increased by more than two thousand dollars ($2,000.00) without prior written approval of Mayor and Council in advance of performing the work or providing the materials. These changes shall be mutually agreed to by the OWNER and CONTRACTOR and a change order must be issued. The contract change order will include extra work, work for which quantities have been altered from those shown in the Bid Proposal, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial Certificate of Payment.

The Owner, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Contractor believes that such field order entitles him to a change in Contract Price or time or both, in which event he shall give the Owner written notice thereof within five (5) days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

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

The Owner may, when changes are minor or when changes would result in relatively small changes in the Contract Price or Contract Time, elect to postpone the issuance of a Change Order until such time that a single change order of substantial importance can be issued incorporating several changes. In such cases, the Owner shall indicate this intent in a written response to the Contractor's request for a change.

(b) Changes in Contract Price: The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

(1) By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price bid (which price shall include the Contractor’s overhead and profit) for a unit quantity thereof.

(2) The Owner shall fix the total lump sum value of the change in the work of the Contractor and shall set out the price which shall be added to or deducted from the Contract Price (which price shall include the
Contractor's overhead and profit). On any change, which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

(3) By ordering the Contractor to proceed with the work and to keep and present in such form as the Owner may direct a correct account of the cost of the change together with all vouchers therefor. The cost may include an allowance for overhead and profit not to exceed 15% of the net cost. The cost may also include all items of labor or materials, the use of power tools and equipment used, power and all items of cost such as public liability and Workmen's Compensation Insurance, pro rata charges for foremen, also Social Security, Old Age and Unemployment Insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than that mentioned above, bond or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens and general office expenses.

Figuring changes, instructions for measurement of quantities set forth the Specifications shall be followed. The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(c) Changes in Contract Time: The Contract Time may be changed only by a Change Order. Changes in the work described in section 28, part (a) and any other claim made by the Contractor for a change in the Contract Time (including those allowed under "Time for Completion and Liquidated Damages") shall be evaluated by the Owner and if the conditions warrant, an appropriate adjustment of the Contract Time will be made.

28. Payments and Completion:

(a) Contract Price: The Contract Price is the sum of the unit prices stated in the agreement for each item multiplied by the actual quantities installed of each item. The Contract Price is the total amount payable by the Owner to the Contractor for the performance of the work set forth in the Contract Documents.

(b) Breakdown of Cost: Before the first application for payment the Contractor shall submit to the Owner a breakdown of cost for the various portions of the work, including quantities if required by the Owner, aggregating the total Contract Price prepared in such form as specified or as the Owner and the Contractor may agree upon and supported by such data to substantiate its correctness as the Owner may reasonably require. This schedule, when approved by the Owner, shall be used only as a basis for the Contractor's application for payment.

(c) Progress Payments: Owner shall make progress payments because the Contract Price based on Contractor's application for payment as recommended by Engineer, within thirty (30) days of receipt by Owner of the application for payment. All progress payments will be based on the progress of the work measured by the number of units completed:

1. Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer shall determine, or Owner may withhold, in accordance with the General Conditions [OR CONTRACT?]?

a. 90% of the value of the work completed (with the balance being retainage). If work has been 50% completed as determined by the Engineer, and if the character and progress of the work have been satisfactory to the Owner and the Engineer, the Owner, on recommendation of the Engineer, may determine that if the character and progress of the work remain satisfactory to them, there will be no additional
retainage on account or work completed, in which case the retainage shall continue as 10% of 50% of the value of the work.

b. 90% (with the balance being retainage) of the value of materials and equipment not incorporated in the work, but delivered and suitably stored (and accompanied by documentation satisfactory to the Owner as provided in the General Conditions [OR CONTRACT?]). Payment for such material and equipment will be accounted for on the application for payment as equivalent quantities or percentages of applicable work completed based on the Contract unit prices. The Contractor shall provide all necessary backup to support such estimates.

2. Upon substantial completion, the Owner shall pay an amount sufficient to increase total payments to the Contractor to the full Contract Price, less such amounts as the Engineer shall determine in accordance with the General Conditions [OR CONTRACT?] and less 200% of Engineer’s estimate of the value of work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of substantial completion [CERTIFICATE?].

(d) Final Payment. Upon completion and acceptance of the work in accordance with the General Conditions [OR CONTRACT?], the Owner shall pay the remainder of the Contract Price including the retainage amount defined above, as recommended by Engineer. The remainder of the retainage will be paid to the Contractor at the end of the one-year correction period after substantial completion, as provided in the General Conditions [OR CONTRACT?], if the required corrections are accomplished.

(g) Failure of Payment: If the Owner should fail to approve any Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, and if the Owner should fail to pay the Contractor within thirty (30) days after received the Certificate for Payment, then the Contractor shall receive interest on the balance due with the interest being the legal annual rate of five percent (5%). In addition, the Contractor may elect, upon seven (7) days written notice to the Owner, to stop the work until payment, including interest, has been received.

(h) Completion of the Work: Upon receipt of written notice from the Contractor that the work is complete or substantially complete (except for items specifically listed by the Contractor as incomplete) and ready to be placed into service for the operating test period, the Engineer will, within a reasonable time, inspect the work. Prior to initiating the operating test, all work required by the Contract Documents, Contract Drawings, and Specifications must be completed or substantially complete before the operating test period is performed. This includes, but is not limited to the following:

(i) Performing functional tests and providing manufacturer’s required certification as required in Section 01027 “Testing” and what is defined in the Specifications for each item.

(2) Furnishing completed Record Drawings.

(3) Grassing and restoration of the work area.

If the Owner finds the work of the Contractor complete or substantially complete and acceptable in accordance with the provisions of the Contract Documents and the Record Drawings accurately depict the completed work, he shall recommend to the Owner that the operating test period begin.

The operating systems test period begins when the Owner finds the Contractor's work complete or substantially complete and runs for a period of thirty (30) days minimum. During this period, the Contractor shall complete all remaining items of work, adjust found to be necessary, and exercise all equipment and systems.

If the final inspection reveals deficiencies in meeting the Contract requirements, the Contractor shall complete all remaining items of work, and adjust found to be necessary. Upon
receipt of written notice from the Contractor that the work is complete and ready for re-inspection, the Owner will make a final inspection.

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

Before final payment can be made, the Contractor must certify in writing to the Owner that all payrolls, materials bills, and other indebtedness connected with the project have been paid.

Contractor shall not be entitled to final payment if there is disputed indebtedness or if there are liens upon the property.

Upon completion of all work if there is disputed indebtedness or there are liens upon the property, semifinal payment may, at the Owner's option, be made in accordance with the following provisions:

(1) The Owner shall retain an amount equal to the disputed indebtedness and/or liens upon the property including all related cost and interest in connections with said disputed indebtedness and liens which the Owner may be compelled to pay upon and subsequent adjudication.

(2) The Contractor shall certify to those items of work not disputed that all payable, materials bills and other indebtedness connected with the work have been paid or otherwise satisfied.

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

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

29. **Guarantee**: The Contractor shall warrant and guarantee for a period of one year from the date of final acceptance that the completed system or work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary because of such defects. The Owner will give notice of observed defects with reasonable promptness. If the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

30. **CONFLICT OF INTEREST**

A. Unacceptable bidders. An ENGINEER or ARCHITECT (individual or firm including persons they employ) who has prepared plans and specifications will not be considered an acceptable bidder. Any firm or corporation in which such ENGINEER or ARCHITECT (including persons they employ) is an officer, employee, or holds or controls a substantial interest will not be considered an acceptable bidder. Contracts or purchases by the CONTRACTOR shall not be awarded or made to a supplier or manufacturer. Bids will not be awarded to firms or corporations who are owned or controlled wholly or in part by a member of the governing body of the OWNER or to an individual who is such a member.

B. The OWNER'S officers, employees, or agents shall not engage in the award or administration of this CONTRACT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of their immediate family; (c) their partner of (d) an organization which employs, or is about to employ, any of the above has financial or interest
in the CONTRACTOR. The OWNER'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or subcontractor.

31. REMEDIES

Unless otherwise provided in this CONTRACT, all claims, counterclaims, disputes, and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this CONTRACT or the breach thereof will be heard in the Superior Court of Gwinnett County, Georgia. All parties hereby waive any defenses of lack of personal or subject matter jurisdiction or lack of venue in the Superior Court of Gwinnett County and agree to have all disputes heard in the Superior Court of Gwinnett County.

32. GRATUITIES

A. If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR'S agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, agent of the OWNER, the State, or Gwinnett County officials in an attempt to secure this CONTRACT or favorable treatment in awarding, amending, or making any determinations related to the performance of this CONTRACT, the OWNER may, by written notice to the CONTRACTOR, terminate this CONTRACT. The OWNER may also pursue other rights and remedies that the law or this CONTRACT provides. However, the existence of the facts on which the OWNER bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this CONTRACT.

B. In the event this CONTRACT is terminated as provided in paragraph A the OWNER may pursue same remedies against the CONTRACTOR as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

33. AUDIT AND ACCESS TO RECORDS

For all negotiated contracts (except those of $10,000 or less), the City of Social Circle, the Comptroller General, the OWNER or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR, which are pertinent to the CONTRACT, for making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.

34. ANTI-KICKBACK

The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The OWNER shall report all suspected or reported violations to Fahad.

35. VIOLATING FACILITIES.

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Water Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15 which prohibit the awarding of non-exempt federal contracts, grants, or loans to facilities included on EPA's list of violating facilities. The CONTRACTOR will report violations to the EPA.
36. STATE ENERGY POLICY

The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in the State Energy Conservation Plan, shall be utilized.

37. EQUAL OPPORTUNITY REQUIREMENTS

For all contracts, the CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

END OF SECTION
SECTION 00800
SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the City of Social Circle Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of this CONTRACT. All provisions of the General conditions that are not changed, amended, or supplemented, remain in full force.

1.1 Contract Approval
1.2 Contract Change Orders
1.3 Certificate for Payment Forms
1.4 Conflict of Interest
1.5 Protection of Lives and Property
1.6 Remedies
1.7 Gratuities
1.8 Audit and Access to Records
1.9 Small, Minority and Women's Businesses
1.10 Anti-Kickback
1.11 Violating Facilities
1.12 State Energy Policy
1.13 Equal Opportunity Requirements

1.1 CONTRACT APPROVAL

A. The OWNER and the CONTRACTOR, will furnish the OWNER'S Attorney such evidence as required so that the OWNER'S Attorney can complete and execute "Certificate of Owner's Attorney" (Section 1.14) before the OWNER submits the executed Contract Documents to the Contractor.

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

1.2 CONTRACT CHANGE ORDER

A. Although the contract price may be decreased, the contract price may not be increased by more than two thousand dollars ($2,000.00) without prior written approval of Mayor and Council in advance of performing the work or providing the materials. These changes shall be mutually agreed to by the OWNER and CONTRACTOR and a change order must be issued. The contract change order will include extra work, work for which quantities have been altered from those shown in the Bid Proposal, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial Certificate of Payment.

B. Section 00910, "Contract Change Order" or similar form approved by the City of Social Circle shall be used to record CONTRACT changes.

C. The CONTRACT sum is, in whole or in part, based on unit prices. The OWNER reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary to complete the Project.
1.3 CERTIFICATE FOR PAYMENT FORMS

A. Section 00900, "Certificate for Payment", or similar form approved by the City of Social Circle shall be used when estimating monthly payments due to the CONTRACTOR.

B. The OWNER may after consultation with the ENGINEER withhold or, because subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss because:

1. Defective work not remedied.
2. Claims filed.
3. Failure of CONTRACTOR to make payments properly to subcontractors or suppliers.
4. A reasonable doubt that the WORK can be completed for the balance then unpaid.
5. Damage to another CONTRACTOR.
6. Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

C. Where WORK on unit price items is substantially complete but lacks testing, clean up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, clean-up and/or corrections.

D. When the items in B and C are cured, payment shall be made for amounts withheld because of them.

E. Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the CONTRACTOR.

1.04 CONFLICT OF INTEREST

A. Unacceptable bidders. An ENGINEER or ARCHITECT (individual or firm including persons they employ) who has prepared plans and specifications will not be considered an acceptable bidder. Any firm or corporation in which such ENGINEER or ARCHITECT (including persons they employ) is an officer, employee, or holds or controls a substantial interest will not be considered an acceptable bidder. Contracts or purchases by the CONTRACTOR shall not be awarded or made to a supplier or manufacturer. Bids will not be awarded to firms or corporations who are owned or controlled wholly or in part by a member of the governing body of the OWNER or to an individual who is such a member.

B. The OWNER'S officers, employees, or agents shall not engage in the award or administration of this CONTRACT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of their immediate family; (c) their partner of (d) an organization which employs, or is about to employ, any of the above has financial or interest in the CONTRACTOR. The OWNER'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or subcontractor.

1.05 PROTECTION OF LIVES AND PROPERTY

A. To protect the lives and health of its employees under the CONTRACT, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.
B. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage that may result from their failure or their improper construction, maintenance or operation.

1.6 REMEDIES

Unless otherwise provided in this CONTRACT, all claims, counterclaims, disputes, and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this CONTRACT or the breach thereof will be heard in the Superior Court of Gwinnett County, Georgia. All parties hereby waive any defenses of lack of personal or subject matter jurisdiction or lack of venue in the Superior Court of Gwinnett County and agree to have all disputes heard in the Superior Court of Gwinnett County.

1.7 GRATUITIES

A. If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, agent of the OWNER, the State, or Gwinnett County officials in an attempt to secure this CONTRACT or favorable treatment in awarding, amending, or making any determinations related to the performance of this CONTRACT, the OWNER may, by written notice to the CONTRACTOR, terminate this CONTRACT. The OWNER may also pursue other rights and remedies that the law or this CONTRACT provides. However, the existence of the facts on which the OWNER bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this CONTRACT.

B. In the event this CONTRACT is terminated as provided in paragraph A the OWNER may pursue same remedies against the CONTRACTOR as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

1.8 AUDIT AND ACCESS TO RECORDS

For all negotiated contracts (except those of $10,000 or less), the City of Social Circle, the Comptroller General, the OWNER or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR, which are pertinent to the CONTRACT, for making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.

1.9 SMALL, MINORITY AND WOMEN'S BUSINESSES

If the CONTRACTOR intends to let any subcontracts for a portion of the work, the CONTRACTOR shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of (1) including qualified small minority, and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of
Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) CONTRACTORS are encouraged to procure goods and services from labor surplus area firms.

1.10 ANTI-KICKBACK

The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The OWNER shall report all suspected or reported violations to Fahad.

1.11 VIOLATING FACILITIES.

CONTRACTOR shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Water Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15 which prohibit the awarding of non-exempt federal contracts, grants, or loans to facilities included on EPA's list of violating facilities, The CONTRACTOR will report violations to the EPA.

1.12 STATE ENERGY POLICY

The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in the State Energy Conservation Plan, shall be utilized.

1.13 EQUAL OPPORTUNITY REQUIREMENTS

For all contracts, the CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
All work under this contract, which is to be performed on property under control and permit of the City of Social Circle shall be done in compliance with the terms and conditions of the City of Social Circle Right of Way permit, including its utility installation standards and specifications. The City of Social Circle shall have the right to inspect the work and to require any action necessary to correct all deviations from said terms and conditions.

Contractor agrees that the City of Social Circle shall not be held liable for any extra expenses or damages to the contractor because of the requirement for compliance with the City of Social Circle standards and specifications or any corrective action which the City of Social Circle may order in enforcement thereof.

Company

Contractor's Authorized Representative

Printed Name

Title

Date

END OF SECTION
SECTION 00850

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Anthony O.L. Powell, the duly authorized and acting legal representative of THE CITY OF SOCIAL CIRCLE do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

________________________________________
Anthony O.L. Powell

________________________________________
Date

END OF SECTION
# SECTION 00900

## PARTIAL PAY REQUEST FORM 1

### PARTIAL PAYMENT ESTIMATE

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<th>9. Amount Due (6-7-8)</th>
<th>* Detailed breakdown attached</th>
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### CONTRACT CHANGE ORDER SUMMARY

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<th>9. Amount Due (6-7-8)</th>
<th>* Detailed breakdown attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CONTRACT TIME

<table>
<thead>
<tr>
<th>Original (days)</th>
<th>Revised Remaining</th>
<th>On Schedule</th>
<th>Starting Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>__ yes __ no</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief that work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and the current payment shown herein is now due.

Contractor______________________________

Name__________________________________

By____________________________________

Date___________________________________

### CERTIFIED AND APPROVED BY CITY OF SOCIAL CIRCLE:

Name__________________________________

By____________________________________

Date___________________________________

END OF SECTION
**SECTION 00910**

**CONTRACT CHANGE ORDER**

<table>
<thead>
<tr>
<th>ORDER No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
</tr>
</tbody>
</table>

**CONTRACT FOR:**

<table>
<thead>
<tr>
<th>STATE: Georgia</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY: Walton</td>
</tr>
</tbody>
</table>

**OWNER**

the City of Social Circle, Georgia

To:

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

<table>
<thead>
<tr>
<th>Description of Changes (Supplemental Plans and Specifications Attached)</th>
<th>DECREASE in Contract Price</th>
<th>INCREASE in Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**JUSTIFICATION:**

The amount of the Contract shall be (Decreased) (Increased) by the sum of:

Dollars ($________)  

The Contract Total including this and previous Change Orders will be:

Dollars ($________)  

The Contract Period provided for completion will be (Increased) (Decreased) (Unchanged): ________ Days

This document will become a supplement to the contract and all provisions will apply hereto.

Requested  
(City of Social Circle)  
(Date)

Recommended  
(Owner's Representative)  
(Date)

Accepted  
(Contractor)  
(Date)

Approved by City  
(Name and Title)  
(Date)

This information will be used as a record of any changes to the original construction contract.