APPENDIX C

UNION COUNTY, GEORGIA
COMMISSIONER

CONTRACT

DATE CONTRACT EXECUTED: _____ DAY OF _____, 2016.

CONTRACTOR

DESCRIPTION OF IMPROVEMENTS AND FACILITY

Haralson Memorial Civic Center Roof Replacement

AMOUNT OF CONTRACT
$_____

PROJECT MANAGER

THIS AGREEMENT, made and entered into on the Date Contract Executed, specified above, by and between the Union County Commissioner, hereinafter referred to as the "Owner", party of the first part; and the Contractor named above, hereinafter called the "Contractor", party of the second part;

WITNESSETH THAT:

WHEREAS, the Owner desires to construct or improve the Facility described and identified above, and the Contractor desires to furnish and deliver material and to do and perform all the work and labor necessary to construct the Facility:

NOW, THEREFORE, THE PARTIES HERETO, in consideration of ONE DOLLAR ($1.00) in hand paid by the Owner to the Contractor, set forth in the Contract Documents and the sum of TBD and in consideration of the premises and of the covenants of the other as hereinafter expressed and contained, do hereby agree each with the other as follows:

1. **The Contractor promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement or construction of the Facility described above in strict and entire conformity with the provisions of the Contract Documents as defined below.**

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The Contract Documents which comprise the entire agreement between the Owner and the Contractor concerning the Work consist of the following: The RFP document with associated Addenda, the Proposal, the Notice of Award, this Contract, the Letter of Credit or Performance and Payment Bonds, the Notice to Proceed, the General Conditions, the Supplemental General Conditions, the Special Conditions, the Specifications, the Plans, and any Addenda which may be issued. The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

1. If, at any time after the execution of this Agreement, the Letter of Credit or the Performance Bond and Payment Bond, the Owner shall deem the Letter of Credit or the Performance Bond and Payment Bond to be unsatisfactory, or if for any such reason the Letter of Credit or the Performance Bond and Payment Bond shall become inadequate to cover the performance of the Work, as defined below, the Contractor shall **at his own expense**, within five (5) days after receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security shall have been furnished in a manner and form satisfactory to the Owner.

2. The Owner agrees and promises to pay to the Contractor for said work, when completed in accordance with the provisions of this contract, the prices set forth in the proposal, amounting approximately to the Amount of Contract stated above, subject to adjustments, if any, with payments to be made as provided in said specifications and Contract Documents.

3. The contractor shall begin work required by the Contract Documents on the start date specified by the Project Manager in the Notice To Proceed. The project shall be substantially complete within 90 days following the Notice to Proceed. Substantial Completion is achieved when construction is sufficiently completed, in accordance with the Contract Documents, so that the project can be safely, conveniently and beneficially utilized for the purposes for which it is intended. Final Completion shall be within 30 days following Substantial Completion.

4. This work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the Owner. The decision of the Owner or their authorized representatives upon any questions connected with the execution and fulfillment of this agreement or any failure or delay in the prosecution of the work by the Contractor will be final and conclusive.

5. The Contractor agrees to warrant and correct any defective or faulty work or material that may appear within (1) one year after completion of the work and receipt of final payment.

6. The Contractor shall pay the Owner the sum of $500 per day for each and every calendar day of unexcused delay in achieving Substantial Completion of the Project beyond the date set forth in the Contract Documents for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

7. If the Contractor fails to achieve Final Completion of the Project within thirty (30) days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of $100.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing the estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Final Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

8. The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner. In the discretion of Owner, Owner may accept a letter of credit under terms acceptable to Owner, instead of a performance and/or payment bond.

9. Contractor shall comply with the Equal Employment Opportunity federal and state laws, and shall not discriminate in the employment of any person based upon race, gender, color, creed or other protected classifications under federal and state law.

10. Contractor shall furnish performance and payment bonds, each in an amount equal to the contract price as security for the faithful performance and payment of all of Contractor's obligations under the contract documents. These bonds shall remain in effect until the last day of the warranty period of one (1) year. All bonds shall be in a form approved by the County Attorney, and shall be executed by such sureties as are licensed and registered with the Georgia Secretary of State and the Georgia Insurance Commissioner. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Contractor shall provide the payment and performance bonds to Owner prior to beginning any part of the scope of the work required of Contractor under the contract. In the discretion of Owner, Owner may accept a letter of credit under terms acceptable to Owner, instead of a performance and/or payment bond.

11. Contractor shall verify its compliance with O. C. G. A. § 13-10-91, by providing an affidavit by an agent authorized to bind Contractor and which affirmatively states that the individual, firm or corporation which is contracting with Owner has registered with and is participating in the federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program to verify information of newly hired employees]. Contractor will secure from each subcontractor that participates in the project, a similar verification of compliance and provide a copy of each such verification to Owner

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in three counterparts, each of which shall be deemed an original contract.*

PARTY OF THE FIRST PART

OWNER: Union County Commissioner

By: _____
Commissioner

Attest: _____
County Clerk

SEAL

PARTY OF THE SECOND PART

CONTRACTOR:

By: _____
(Signature)*

_____
(Printed name and title)

By: _____
(Signature)

_____
(Printer name and title)

Attest: _____

SEAL

*In the event that the contractor is a corporation, there shall be attached to each counterpart a Corporate Certificate. Provide signature identical to that shown on the Corporate Certificate.

APPENDIX C

GENERAL CONDITIONS

ARTICLE 1

GENERAL PROVISIONS

1.1 The Contract Documents

The RFP, the Proposal, the Notice of Award, the Contract, the Letter of Credit or Performance and Payment Bonds, the Notice to Proceed, the General Conditions, the Special Conditions, the Specifications, the Plans, and any Addenda which may be issued, constitute the Contract Documents. The Contract Documents represent the entire and integrated agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a written modification.

1.2 The Plans And Specifications

1.2.1 In case of conflict between requirements shown on the Plans and provisions of the Specifications, the Specifications shall take precedence over the Plans. Dimensions, shown in figures on the Plans, shall govern in case of any discrepancy between them and scaled dimensions.

1.2.2 The Contractor shall not take advantage of any apparent error or omission which may be found in the Plans or the Specifications, and the Project Manager shall be entitled to make such corrections therein and such interpretations thereof as he may deem necessary for the fulfillment of their intent.

1.2.3 The right is reserved for the Project Manager to make, from time to time, such alterations in the Plans as he may consider necessary to complete the Project to his satisfaction and consistent with the general intention of the Contract Documents.

1.2.4 Drawings, Specifications, as builts, and any and all other Instruments of Service prepared by the Project Manager and Design Consultant or Contractor, or both, for the Project shall become and remain the property of the Owner and shall not be utilized by the Contractor on any other project without the written permission of Owner.

1.2.5 The Contractor shall have the continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Project Manager and Design Consultant of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Project Manager and Design Consultant to only prepare documents for the Project, including the Drawings and Specification for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be reasonably complete, accurate, adequate, consistent, coordinated and sufficient for construction.

1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

1.4 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

ARTICLE 2

OWNER

2.1 Right To Stop The Work

If the Contractor fails to correct Work, which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

2.2 Right To Carry Out The Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

2.3 Right To Perform Construction And To Award Separate Contracts

2.3.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.

2.3.2 The Contractor shall coordinate and cooperate with separate contractors employed by the Owner.

2.3.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 3

CONTRACTOR

3.1 Execution Of The Contract

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor understands that no deviation will be allowed from the Project Manager's interpretation of the Contract Documents.

3.2 Review Of Contract Documents And Field Conditions

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; (3) promptly report errors, inconsistencies or omissions

discovered to the Project Manager; (4) The Contractor shall provide written notice of concealed or unknown conditions to the owner and Project Manager before the conditions are disturbed and WITHIN FORTY-EIGHT HOURS AFTER FIRST OBSERVANCE OF THE CONDITIONS.

3.2.2 Contractor represents that it has physically inspected the site, is familiar with all site conditions and has had the opportunity to conduct all investigations it desires relating to site conditions. Accordingly, if Contractor encounters any differing site conditions, including but not limited to, subsurface rock, subsurface water, subsurface contamination, subsurface artifacts of historical significance or unsuitable soils, it shall bear the cost of removal, remediation, and/or added site preparation costs caused by such differing site conditions. Differing site conditions shall not entitle contractor to any increase in the contract price or time both of which are expressly waived by the Contractor.

3.2.3 It is understood and agreed that the Contractor has considered in his proposal all of the permanent and temporary utility appurtenances in their present location or relocated positions as shown on the Plans, and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them.

3.2.4 Contractor agrees to perform and construct all work depicted on or listed in the drawings and specifications including all work customarily associated therewith or which is necessary for the proper construction, installation and/or safe operation of the Work during and after construction. Contractor agrees that its price includes all work needed even where not specifically shown on the drawings or contained in the specifications but which is reasonably inferable there from or should be installed as part of good industry practice.

3.3 Interpretation of Unit Price Estimates

The quantities of Work to be performed and materials to be furnished to complete the Work as shown in the Contract Documents are approximate and are to be used for comparing proposals. Payment to the Contractor will be made only for the actual quantities of Work performed in accordance with the Contract Documents. If, when construction is completed, the actual quantities are more or less than the quantities given in the Proposal Schedule, the unit prices as submitted in the proposal will prevail.

3.4 Supervision And Construction Procedures

3.4.1 The Contractor shall preserve and have accessible on the job site at all times at least one (1) copy of the Plans, the Specifications, and any addenda thereto.

3.4.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

3.4.3 The Contractor shall plan, coordinate, and prosecute the work so that disruption to personal property and business is held to a practical minimum. He shall not open up work to the prejudice of work already started, and the Project Manager may require the Contractor to finish a section on which the work is in progress before work is started on any additional section.

3.4.4 The Contractor shall notify each affected property owner, in writing, that their mailbox is in conflict with the proposed construction and that they have ten days to relocate the box and that, after the expiration of the ten days notice, if the owner has not relocated the box, it shall be removed by the Contractor and laid upon the owner's property, clear of the Right-of-Way. Any cost to the Contractor for removing the mailboxes as stated above shall be included in the price bid for other items.

3.4.5 The Contractor shall take all necessary measures throughout the life of the Work to control soil erosion on the site to prevent the transport, by water or wind, of sediment from the site, and to prevent the siltation of rivers, streams, and impoundments (lakes, ponds, reservoirs, etc.). Construction of drainage

facilities and other Work, which will facilitate erosion and sediment control, shall be carried out in conjunction with clearing and grubbing and other initial earthwork operations.

3.4.6 All construction areas abutting lawns and yards or residential or commercial property shall be restored promptly. Finishing, dressing, and grassing shall be accomplished immediately after backfilling as a continuous operation within each area being constructed. Emphasis shall be placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

3.4.7 The Contractor shall have at all times as his agent on the site of the Work a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications. The Superintendent shall have full authority to supply promptly such materials, tools, plant equipment, and labor as may be required. **All communications given to the Superintendent shall be as binding as if given to the Contractor.**

Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing, such agreement not to be unreasonably withheld. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Paragraph as though such individuals had been listed above. If requested by the Owner in writing, the Contractor shall remove from the Project any employee or other person performing Work if the Owner reasonably determines that such employee or person is unfit or is not skilled in the tasks assigned to them.

3.4.8 The Contractor, as soon as practicable after award of the contract, shall furnish in writing to the Owner through the Project Manager the names of subcontractors or suppliers for each portion of the Work. The Contractor shall incorporate in each subcontract all provisions, terms, and conditions applicable to the Work which constitute obligations to be assumed and effected by him under the Contract Documents. The Project Manager will promptly reply to the Contractor in writing if the Owner or the Project Manager, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

3.4.9 The Contractor, with ten (10) days of commencing the Work, shall submit to the Owner and the Project Manager for their information, the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner and the Project Manager a separate shop drawing and submittal schedule detailing the schedule for the submission to the Project Manager of all shop drawings, submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to-time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Project Manager. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner or the Project Manager may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR

EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

3.5 Labor And Materials

3.5.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. **In the event that the Project Manager shall notify the Contractor in writing that any person employed is, in the opinion of the Project Manger, incompetent or disorderly, or uses threatening or abusive language, or is otherwise unsatisfactory, such person shall be discharged at once and shall not be employed thereafter on the Work.**

3.5.2 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions. Portions of the site, approved by the Project Manager, may be used for material storage or staging purposes. **Private property shall not be used for storage or staging purposes without written permission of the owner or lessee.** The Contractor at his expense shall restore all storage sites to their original condition. The Owner shall retain ownership of any materials or equipment, if furnished, which are not incorporated in the Work, and the Contractor, at his own expense, shall load such materials or equipment at the work site, transport them to the Owner's storage yard as directed by the Project Manager, and shall unload and leave them neatly stored in a workmanlike manner.

3.6 Warranty

3.6.1 The Contractor will be responsible for the good condition of the Work and materials until formal release from his obligations under the terms of the Contract Documents. He will bear all losses resulting to him on account of the amount or character of the Work, or the character of the ground, being different from what he anticipated, or on account of the weather or the elements.

3.6.2 The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

3.7 Taxes

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

3.8 Permits, Fees And Notices

3.8.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

3.8.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Project Manager and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Project Manager in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

3.9 Submittals

The Contractor shall promptly review, approve in writing and submit to the Project Manager and Design Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

3.10 Use Of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Department of Health and other authorities having jurisdiction, and shall permit no public nuisance.

3.11 Cutting And Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

3.13 Appeal Of Project Manager's Decisions

If the Contractor considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the Project Manager to be unfair, he shall immediately ask for written instructions or decision, and he shall proceed without delay to perform the work or conform to the decision or ruling. Unless the Contractor finds such instructions or decision to be satisfactory, he shall within ten days after the receipt thereof, file a written protest with the Owner stating clearly and in detail his objections and the reasons therefor. The Owner's decision shall be final. Unless the Contractor shall file such written protest with the Owner within such ten day period, he shall be deemed to have waived all grounds for such protest and to have accepted the requirements, decision, or ruling of the Project Manager as just and reasonable and as being within the scope of the Contractor's obligations under the Contract Documents.

3.14 Indemnification Of Owner

3.14.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or Consultants.

3.14.2 The Contractor agrees to defend against any claims brought or action filed against the Owner or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

3.14.3 The Owner may retain from money otherwise payable under the Contract such amount as it may determine to be required to pay the expenses and damages arising from any of said causes, or in case no money is due, the Contractor's Performance Bond and/or Payment Bond and/or letter of credit shall be held

until such suits, action or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner.
hereunder.

3.15 INSURANCE

Contractor shall purchase and maintain general liability and other insurance in accordance with the supplementary requirements and to cause Owner's Project Manager and Owner to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the project. Contractor shall maintain said insurance at the coverage required from the date of the notice to proceed through the last day of the warranty period of one year.

Contractor shall maintain limits no less than:

A. **General Liability**

$2,000,000 General Liability with a combined single limit per occurrence of $1,000,000, for bodily injury, personal injury, and property damage.

B. **Automobile Liability**

$1,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.

C. **Workers' Compensation and Employers' Liability**

$100,000 Employers' Liability limit per accident and Worker's Compensation limits as required by the Labor Code of the State of Georgia.

3.15.1 DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

3.15.2 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. **General Liability and Automobile Coverage**

1. The Owner, its officers, officials, employees, Project Manager, and Design Consultant, and volunteers are to be named and covered as additional insured as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The Contractor's insurance shall be primary to any insurance maintained by the Owner.

   The coverage shall contain no special limitation on the scope of protection afforded to the Owner, its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Contractor to provide liability insurance coverage to the Owner for claims asserted against the Owner for its sole negligence.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees, or volunteers.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. **Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Owner.

C. **All Coverage**

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

3.15.3 ACCEPTABILITY

Insurance is to be placed with insurers with a Best's rating of no less than A, or acceptable to the Owner.

3.15.4 VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

3.15.5 SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 4

PROJECT MANAGER

4.1 Administration Of The Contract

The Project Manager will provide administration of the Contract as described in the Contract Documents.

4.2 Access To The Work

The Project Manager will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. He is to have free access to the Work at all times for laying out, measuring and inspecting the same. He shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

4.3 Limits Of Responsibility

The Project Manager will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Project Manager will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

4.4 Authority To Certify The Work

The Project Manager shall determine the amount, quality, fitness and acceptability of the Work, and he will review the Contractor's Applications for Payment and certify the amounts due the Contractor.

4.5 Authority To Reject The Work

The Project Manager will have authority to reject Work that does not conform to the Contract Documents.

4.6 Responsibilities Regarding Submittals

The Project Manager will promptly review and approve or take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

4.7 Authority To Settle Differences Of Opinion

The Project Manager shall decide finally and conclusively all questions and differences of opinion that may arise as to the interpretation of the Contract Documents or the fulfillment of the terms of the Contract. Such decision shall be rendered promptly upon receipt of written request of the Contractor. In the event of such questions or differences of opinion, the decision of the Project Manager is to be a condition precedent to the Contractor's right to receive any money for the work or the materials to which the question or difference of opinion relates.

ARTICLE 5

CHANGES IN THE WORK

5.1 General Provisions

After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Project Manager, without invalidating the Contract, may request proposals for changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, however the Union County Commissioner shall ultimately approve or deny any formal modifications to the Contract Sum and/or the Contract Time.

5.2 Definition Of Change Order

A Change Order shall be a written order to the Contractor signed by the Project Manager to recommend to the Union County Commissioner to change the Work, Contract Sum or Contract Time.

5.3 Minor Changes

The Project Manager will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such

changes shall be written field orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written field orders promptly.

5.4 Changes Due To Unforeseen Field Conditions

It is mutually agreed that, due to latent field conditions, which cannot be foreseen at the time of advertising for bids, adjustment of the Plans to such field conditions will be necessary during construction. Such changes in the Plans shall be recognized as constituting a normal and expected margin of adjustment. Changes involving any major item in an amount not more than fifty percent of the quantities listed in the Bid will result in payment for revised quantities at the unit price in the Bid. A major item is construed to be any item of the Contract, which amounts to at least ten (10) percent of the total Contract price. Changes involving any minor item in an increased amount not more than 200 percent of the quantities listed in the Bid will result in payment for the revised quantities at the unit price in the Bid. A minor item is construed to be any item of the Contract, which amounts to less than ten (10) percent of the total Contract price.

5.5 Authority To Perform Unforeseen Work

The Contractor shall perform unforeseen work, for which there is no price included in the Bid, wherever it is considered necessary or desirable by the Project Manager to complete satisfactorily the Work as contemplated. Such extra work shall be performed promptly in accordance with the Specifications and as directed by the Project Manager provided, however, before any extra work is begun, a written proposal shall be submitted to the Project Manager and approved by the Owner prior to the commencement of said extra work. No extra work will be paid for unless ordered in writing and approved prior to the commencement.

5.6 Determination Of Changes In The Contract Sum

The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

5.6.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

5.6.2 by unit prices stated in the Contract Documents or subsequently agreed upon;

5.6.3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

5.6.4 If none of the above methods is agreed upon, the Contractor shall promptly proceed with the work involved. The cost of such work shall then be determined by the Project Manager on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change. In the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit shall be included. The Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Project Manager's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any change that results in a decrease in the Contract Sum will be the amount of the actual net decrease as confirmed by the Project Manager. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

5.6.5 In connection with any claim by the Contractor against the Owner for completion in excess of the Contract Price, any liability of the Owner shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor including but not limited to, loss of business opportunity; loss of bonding capacity; loss of use; loss of productivity; home office overhead; or other similar consequential losses or damages. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

5.7 Claims For Payment

All Contractor claims shall be initiated by written notice and claim to the Owner and the Project Manager. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim. Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph shall be reflected by a Change Order executed by the Owner, the Project Manager and the Contractor.

5.7.1 The written notice required hereinabove shall set forth in detail all known facts in support of such Claim and shall cite any applicable provisions of the Contract Documents. Such written notice shall also set forth with specificity all amounts being claimed. Upon discovering an event or condition forming the basis of a Claim for an increase in the Contract Sum or an extension of the Contract Time, the Contractor shall, until the Claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis of the Claim. The Contractor no later than thirty (30) days after the date of submission of the written notice of Claim, shall submit a formal written Claim which shall include at least the following information (1) a concise statement of the occurrence(s) supporting the Claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the Claim, dispute or other matter; (3) the date the Contractor discovered the occurrence(s); (4) a detailed schedule identifying all costs resulting from the Claim, dispute or other matter; (5) documentation supporting the schedule; (6) identification of any impact the Claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the Claim, dispute or other matter. The formal Claim shall be verified under oath as to its truthfulness by an officer of the Contractor. The failure to provide a Claim as set forth herein, or the failure to provide such other documents or information requested by the Owner within ten (10) days after written request, shall constitute a waiver of any Claim for additional compensation or time extension related thereto.

5.7.2 In any event any claim is not resolved by agreement between the parties, it is agreed that the dispute shall be subject to litigation in the Superior Court of Union County and said Court shall have exclusive venue and jurisdiction over the suit and the parties.

5.8 Owner's Right To Cancel

The Owner shall have the right to cancel those portions of the Contract relating to the construction of any item provided for therein. Such cancellation shall entitle the Contractor to payment of a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work by order of the Project Manager.

5.9 Owner's Obligation To Purchase Materials

Owner shall have the right, but not the obligation, to purchase acceptable materials ordered by the Contractor or delivered to the Work prior to the date of such cancellation or suspension at actual cost and shall thereupon become the property of the Owner.

ARTICLE 6

TIME

6.1 Limits

Time limits stated in the Contract Documents are of the essence of the Contract.

6.2 Contractor's Obligations

The Contractor shall begin the Work with an adequate force and sufficient equipment and facilities on the date stated in the written notice issued and served upon him by the Project Manager. Thereafter the Contractor shall prosecute the work diligently, without any avoidable interruption, and at such rate and with such complement of labor, materials, and equipment as will complete the project within the time stated in the Contract.

6.3 Claims For Extension

The contract time may be extended upon written notice and claim of the Contractor to the Owner and the Project Manager. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. For purposes of this Contract, and for purposes of extensions of contract time, the Contractor agrees that it anticipates adverse weather sufficient to prevent work in accordance with the schedule set forth herein below, and the Contractor further agrees that unless it encounters actual adverse weather in excess of those days set forth herein below, it shall not make, nor shall it be entitled to, any extension of the contract time:

January – 11 days	May – 9 days	September – 8 days
February – 10 days	June – 10 days	October – 6 days
March – 10 days	July – 12 days	November – 7 days
April – 7 days	August – 11 days	December – 9 days

The Contractor agrees that it shall provide written notice to the Owner and the Project Manager on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner and the Project Manager is a condition precedent to the submission of any claim for an extension of time. Furthermore, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner or the Project Manager may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of this Agreement, the terms and conditions of this paragraph shall govern and control.

6.3.1 The Contractor accepts the risk that the progress of its work may be delayed, disrupted, interfered with, caused or proceed inefficiently or made more costly for any reason, including where delays are caused by design professionals, the Owner or those for whom the Owner is responsible. Contractor agrees that in the event the progress of its work is delayed, disrupted, interfered with, caused to proceed inefficiently or made more costly for reasons outside of Contractor's control, as its sole and exclusive remedy, it shall be entitled to an extension of time equal to the length of the period of delay but in no event shall be entitled to additional money or monetary damages. For purposes of this paragraph, all work performed by Contractor or its subcontractors, suppliers, materialmen and laborers are within the Contractor's control. If Contractor's work is delayed, disrupted, interfered with, caused to proceed inefficiently or made more costly for reasons within Contractor's control, then Contractor shall not be entitled to an extension of time and shall at its sole cost and expense accelerate performance as necessary to

perform the work within the time required hereto. Contractor waives and releases all claims for delays, disruption, interference or inefficiency

6.3.2 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

ARTICLE 7

PAYMENTS AND COMPLETION

7.1 Contract Sum

The Contract Sum stated in the Contract, plus authorized adjustments, is the total amount payable by the Owner to The Contractor for performance of the Work under the Contract Documents.

7.2 Applications For Payment

7.2.1 Within ten (10) calendar days of the effective date of this Agreement, the Contractor shall submit to the Owner and to the Project Manager a Schedule of Values allocating the Contract Sum to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Project Manager and the Owner.

7.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates of Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

7.3 Certificates For Payment

The Project Manager will, after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor and Owner in writing of the Project Manager's reasons for withholding certification in whole or in part.

7.4 Progress Payments

7.4.1 After the Project Manager has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents. The Owner shall then have the right to enter upon and put into proper service any or all parts of the Work, which may be in condition for use. No claim or charge is to be made by the Contractor for such use.

7.4.2 Owner as to each progress payment made to Contractor, may retain a maximum of ten (10%) of each progress payment; provided, however, when fifty (50%) percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and

the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner's authorized contract representative, the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an Owner, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly.

At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the Owner's authorized contract representative determines the work to be reasonably satisfactory, the Owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten days from the Contractor's receipt of retainage from the Owner, pass through payments to subcontractor's and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner; provided, however, that the value of each subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value, provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

7.4.3 Neither the Owner nor the Project Manager shall have responsibility for the payment of money to a Subcontractor or material supplier.

7.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

7.4.5 Notwithstanding anything to the contrary contained herein, the Owner may, as its option, withhold making any payment and shall not be obligated to make any payment to the Contractor hereunder if one or more of the following conditions exist:

1. Contractor has failed to perform any of its obligations hereunder or otherwise, or is otherwise in default under any of the Contract Documents including but not limited to the Supplementary Requirements;

2. Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, that such payment, subject to other provisions of these Contract Documents, shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not defective;

3. Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work; or,

4. If Owner determines in good faith that the portion of the Contract Sum then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents whereupon, at the Owner's sole discretion, no additional payments need be made to the Contractor nor, at the Owner's sole discretion, shall such payments be due the Contractor hereunder, unless and until the Contractor at its sole cost, performs a sufficient additional portion of the Work so that thereafter such portion of the Contract Sum then remaining unpaid is in the good faith judgment of the Owner, sufficient to complete the Work in accordance with the Contract Documents.

7.5 Substantial Completion

7.5.1 Substantial Completion means that state in the progression of the Work, as approved by the Owner in writing, when the Project is sufficiently complete in accordance with the Contract Documents that the Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by the Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed Substantially Complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

7.5.2 When the Contractor considers that the Work, or designated portion thereof, is substantially complete, the Contractor shall prepare and submit to the Project Manager a list of items to be completed or corrected. When the Project Manager determines that the Work is substantially complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

7.6 Final Completion, Inspection, And Final Payment

During the entire construction operation, the Contractor shall maintain records of all deviations from the Plans and Specifications and shall prepare there from record drawings showing correctly and accurately all changes and deviations made during construction and showing completely the Work as it was actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat, legible, and on mylar or other approved reproducible material.

7.6.1 As construction of the project enters the final stages of completion (greater than 90% complete), the Contractor shall, in accordance with the requirements set forth in the Contract Documents, attend to or have already completed the following items:

Required testing of project components;

Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Contract.

Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Project Manager's "Punch Lists";

Attend to any other items listed herein or brought to the Contractor's attention by

the Project Manager.

7.6.2 Before the Final Acceptance of the Project, the Contractor shall accomplish the cleaning and final adjustments of the various components as specified in the Specifications.

7.6.3 Before the Final Acceptance of the Project, the Contractor shall submit to the Project Manager certain records, certifications, etc., which are specified elsewhere in these Contract Documents. Missing, incomplete, or unacceptable items, as determined by the Project Manager or Owner, shall constitute grounds for withholding Final Payment to the Contractor.

7.6.4 Final Completion And Punch List

7.6.4.1 Final cleaning and repairing shall be scheduled upon completion of the project.

7.6.4.2 The Project Manager will make his final inspection upon receipt of a Final Application for Payment. Any work not found acceptable and requiring cleaning, repairs and/or replacement will be noted on the "Punch List." The Contractor until final acceptance of the entire project shall maintain Work that has been inspected and accepted by the Project Manager.

7.6.4.3 Whenever the Contractor has completed the items on the "Punch List," he shall again notify the Project Manager that he is ready for final inspection. This procedure will continue until the Project Manager accepts the entire project. The "Final Payment" will not be processed until the Project Manager has accepted the entire project and all of the requirements of the Contract Documents have been satisfied.

7.6.5 Final payment shall not become due until the Contractor submits to the Project Manager releases and waivers of liens and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

7.6.6 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 8

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the Contract Documents and the MUTCD, and take all necessary precautions for the protection of the work and the safety of the public. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 9

CORRECTION OF WORK

9.1 Contractor's Obligations

The Contractor shall promptly correct Work rejected by the Project Manager as failing to conform to the requirements of the Contract Documents. This includes Work done contrary to the instructions of the Project Manager, Work done beyond the lines shown on the Plans, or any extra Work not authorized by the Project Manager. The Contractor shall bear the cost of correcting such rejected Work.

9.2 Warranty

In addition to the Contractor's other obligations, including warranties under the Contract, the Contractor shall, for a period of one year after Final Completion, correct work not conforming to the requirements of the Contract Documents.

9.3 Reasonable Time

If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Assignment Of Contract

The Contractor without the written consent of the Owner thereof, shall make no assignment of the Contract, or of any part.

10.2 Tests And Inspections

10.2.1 Tests, inspections and approvals of portions of the Work required by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. The Contractor shall bear all costs relating to such tests, inspections and approvals.

10.2.2 Tests and inspections required by the Contract Documents or the Project Manager shall be made at an appropriate time. The owner shall bear the cost of such tests and inspections except those that show any portion of the Work to be defective.

10.3 Use Of Explosives

No blasting will be done unless specified elsewhere in the Contract Documents.

10.4 Governing Law And Jurisdiction

The law of the place where the project is located shall govern the Contract. The exclusive jurisdiction for any disputes arising out of this Contract shall be the Superior Court of UnionCounty, Georgia. Contractor expressly consents to jurisdiction and venue therein.

ARTICLE 11

TERMINATION OF THE CONTRACT

11.1 Grounds For Termination

The Owner may terminate the Contract if the Contractor:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

4. becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or

5. is otherwise guilty of substantial breach of a provision of the Contract Documents.

11.2 Owner's Recourse

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:

1. take possession of the site and of all materials thereon owned by the Contractor;

2. finish the Work by whatever reasonable method the Owner may deem expedient and charge Contractor for the costs associated therewith.

11.3 Contractor's Right To Payment

When the Owner terminates the Contract for one of the reasons stated in Subparagraph 11.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

11.4 Obligations For Payment

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

APPENDIX C

SPECIAL CONDITIONS

ARTICLE 1

THE WORK

1.1 Summary Of The Work

1.1.1 The Work to be accomplished in accordance with these Contract Documents consists of furnishing superintendence, skilled and unskilled labor, material, equipment and all other items necessary for the project as described in the Contract Documents. The Contractor shall perform all work required for such construction in accordance with these Contract Documents and subject to the terms and conditions of the Contract, complete and ready to use.

1.1.2 All work under this contract shall be constructed in accordance with the lines and grades shown on the Plans or approved Shop Drawings or as directed by the Project Manager. Any error or apparent discrepancy in the data shown or omissions of data required to accurately accomplish the stake-out survey shall be referred immediately to the Project Manager for interpretation or correction.

1.1.3 All surveying, engineering and quality control services shall be provided by the Contractor at his expense.

1.1.4 Limit use of the premises to construction activities in areas indicated. Maintain safe traffic flow. Allow for Owner occupancy and use by the public.

1.2 General

1.2.1 Confine operations to areas within the construction limits/easements indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

1.2.2 Keep access points serving properties clear and available to the Owner and occupants at all times. Do not use these areas for parking or storage of materials.

1.3 Property Damage

Exercise extreme care to minimize damage to property adjacent to the construction site, including rights-of-way. Repair and/or replace any damage resulting from Contractor's activities in a manner acceptable to the property owner and the Project Manager as soon as practicable.

1.4 Access To Properties And Maintenance Of Traffic Flow

1.4.1 For the convenience of the public, the Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience, and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.

1.4.2 Once construction operations begin, it shall be the Contractor's responsibility to maintain access and traffic-flow until final Project acceptance. Construction operations shall be scheduled and executed in such a manner as to cause minimal inconvenience to owners of abutting property. Convenient access to all properties, roads, highways, sidewalks, and driveways affected by the Work shall be maintained. Routes normally used by vehicular traffic, shall be safely negotiable without slipping, sliding or loss of traction. Maintenance operations are to be performed on a daily basis to provide access and maintain traffic flow at all times.

1.4.3 No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each workday, and at other times when construction operations are not in progress for any reason, the Contractor shall remove all equipment and other obstructions from that portion of a roadway intended for public use.

1.4.4 The Contractor throughout the prosecution of the Work shall maintain access to fire hydrants and fire alarm boxes. Hydrants, alarm boxes, and standpipe connections shall be kept clear of obstructions and visible at all times. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.

1.4.5 Utility companies and public agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

ARTICLE 2

CONSTRUCTION CONSIDERATIONS

2.1 Utilities

2.1.1 The Contractor must verify locations of water, sanitary, drainage, power and telephone installations and pipelines along the Work route or in the vicinity of the Work in the field. The Contractor shall uncover these pipes, ducts, cables, etc. carefully, by hand prior to any work which might result in damage to the utility. Any discrepancies found thereby which might affect the prosecution and completion of the Work shall be brought to the attention of the Project Manager in order that any necessary changes may be made to permit completion of the Work. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. These conditions are supplemental to general requirements elsewhere in these Contract Documents.

2.1.2 The Contractor shall maintain, keep in service, and protect against damage to existing utilities during construction. The Contractor shall not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. He shall provide temporary services during interruptions to existing Utilities, as acceptable to governing authorities. Indicated utilities shall be disconnected and sealed before starting demolition operations as part of this work.

2.2 Protection Of Property

2.2.1 The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping or facilities.

2.2.2 When a public water source is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations. In the event any of the Contractor's activities disrupt or endanger any facilities, he shall, at his own expense, make all necessary repairs or replacements to correct the situation to the satisfaction of the Project Manager. Such work shall progress continuously to completion on a 24-hour per day, seven workdays per week basis. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

2.3 Weather Conditions

The Contractor is presumed to have taken all difficulties due to weather conditions into consideration in preparing his proposal and in establishing his time for completion of the work of this contract. Work that may be adversely affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials and equipment from exposure. The Owner reserves the right, through the opinion of the Project Manager,

to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation from the Owner for damage to the work from the elements of weather. Weather will not be accepted as a justifiable reason for extension of time unless such should be most abnormal.

2.4 Fire Protection

2.4.1 The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

2.4.2 All workers shall be instructed and reminded by use of signs as to the dangers of explosion in the project area. Careless smoking by workers is prohibited, and it is the Contractor's responsibility to police his workers as well as subcontractors' and suppliers' personnel at the job site in this regard. All foremen and supervisors shall be informed as to the locations of fire alarm stations.

2.4.3 In the event that a hazardous explosion condition is created or discovered, the Contractor shall immediately notify the local Fire Department. The Contractor shall exercise all safety precautions and comply with all instructions issued by the Fire Department to prevent the occurrence of fire or explosion.

2.5 Safety And Health Requirements

2.5.1 The Contractor shall comply in every respect with all Federal, State and Local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration.

2.5.2 The Contractor shall, when required, furnish evidence satisfactory to the Project Manager that materials and methods are in accordance with such standards or codes, copies of which shall be supplied on site by the Contractor.

2.5.3 Flaggers shall be GA DOT certified and shall have a current card in possession at all times while performing flagging operations. Reflective safety vests should be worn by flaggers and by workers while working in road.

ARTICLE 3

PERMITS AND LICENSES

The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the Federal Government, the State of Georgia, UnionCounty and any other agency having jurisdiction over the work. He shall obtain all building and construction permits required for the work and shall, with respectful notice, call for and obtain necessary inspections as required by these agencies.

ARTICLE 4

PROJECT MEETINGS

4.1 Preconstruction

A Preconstruction meeting shall be held to acquaint representatives of the Owner and various agencies with those in responsible charge of the Contractor's activities for the project. The meeting will cover such subjects as insurance certificates, permits and licenses, affirmative action employment, construction schedules, soil erosion control, cost breakdown and applications for payment, material deliveries, storage,

shop drawings and submittals, job site inspection by the Project Manager, safety and emergency action procedures, field offices, security, and other appropriate matters.

4.2 Job Site

The Project Manager or Contractor may call for special job site meetings for the purpose of resolving unforeseen problems or conflicts that may impede the construction schedule. The Project Manager will prepare a brief summary report of the decisions or understanding concerning each of the items discussed at these meetings.

ARTICLE 5

SUBMITTALS

5.1 Progress Schedule

5.1.1 Within ten days after award of the Contract, the Contractor shall prepare and submit four (4) copies of his proposed progress schedule to the Project Manager for review and comments. The schedule shall show in detail the proposed sequence of the work, with the estimated dates of starting and completion of each stage of the work in order to complete the project within the Contract time.

5.1.2 The progress schedule shall be updated monthly showing work scheduled for the upcoming week. This schedule shall be presented to the Project Manager and Traffic Engineer no later than the end of workday on Thursday. The schedule shall list the streets, proposed work and estimated date work is scheduled to be performed.

5.1.3 When work is interrupted or delayed, the contractor shall notify the Project Manager 12 hours prior to resuming work.

5.2 Product Data

5.2.1 Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

5.2.2 Product data shall include materials of construction, dimensions, performance, characteristics, capacities, piping, controls, etc.

5.3 Samples

5.3.1 The Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Project Manager.

5.3.2 Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.

5.3.3 Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Project Manager and shall bear the Contractor's stamp certifying that they have been so checked. The Contractor shall prepay transportation charges on samples submitted to the Project Manager.

5.3.4 The Project Manager's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.

5.3.5 Accepted samples will establish the standards by which the completed work will be judged.

ARTICLE 6

UTILITIES AND SERVICES

6.1 Temporary Water

The Contractor shall provide temporary water. **Hydrant meters must be acquired from the City of Dahlonega and installed prior to usage of hydrants.**

6.2 Temporary Sanitary Facilities

The Contractor shall provide and maintain adequate and clean sanitary facilities for the construction work force. The facilities shall comply with local codes and regulations and be situated at approved locations.

ARTICLE 7

SECURITY

The Contractor shall, if in his opinion it is necessary, employ watchmen and security guards to protect the job site against vandalism, burglary, theft, trespassing, etc. The Contractor shall care for and protect against loss or damage all material and equipment to be incorporated in the Work for the duration of the Contract, and shall repair or replace any damaged or lost materials or equipment.

ARTICLE 8

SPECIAL CONTROLS

8.1 Chemicals

All chemicals used during project construction or furnished for testing or project operation will be required to show approval of the Environmental Protection Agency. The handling, use, storage, and disposal of such materials, containers, or residues shall be in strict conformance with manufacturer's and/or supplier's instructions. Copies of antidote literature shall be kept at the storage site and at the Contractor's job site office.

8.2 Soil Erosion Control

The Contractor shall be responsible for controlling soil erosion and sedimentation resulting from the Work until all disturbed areas have been permanently stabilized. He shall not allow the Work to cause siltation of any creek, stream, tributary, river, pond, lake, or other body of water. All of the Work shall be accomplished in conformance with the "Manual For Erosion And Sediment Control In Georgia," fifth edition, published by the Georgia Soil And Water Conservation Commission.

8.3 Litter and Rubbish

The Contractor shall be responsible for maintaining the job site free from litter, rubbish and garbage. He shall provide containers for the disposal of garbage and other materials that attract and are breeding places for pests and rodents.

8.4 Periodic Clean-Up; Basic Site Restoration

8.4.1 During construction, the contractor shall regularly clean the site and remove all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the project. The

Contractor shall periodically clean all exposed surfaces that have become soiled or marked. This includes but is not limited to vegetation bladed off of roadway onto the shoulder; milled asphalt or aggregate left in road, gutter or on shoulder; and any excess asphalt from paving operations. **All clean up shall be performed to the satisfaction of the Project Manager.**

8.4.2 When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders and debris shall be removed so that the site presents a neat appearance.

8.4.3 The Contractor shall perform the clean-up work on a regular basis and as frequently as ordered by the Project Manager. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Project Manager, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

8.4.4 Upon failure of the contractor to perform periodic clean-up and basic restoration of the site to the Project Manager's satisfaction, the Project Manager may, upon five (5) days prior written notice to the Contractor, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

ARTICLE 9

TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC-FLOW

9.1 Compliance With Regulations

The Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Georgia State Department of Transportation, UnionCounty and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways and any detours required by the Work. All street/lane closures require applications for permit five days in advance of requested closing.

9.2 Spillage

All dirt or other material spilled from the Contractor's vehicles on existing pavements shall be removed by the Contractor whenever, in the opinion of the Project Manager, the accumulation is sufficient to cause the formation of mud, dust, interference with traffic, or create a traffic hazard.

ARTICLE 10

EQUIPMENT AND MATERIALS

10.1 Quality

All construction materials and products will be furnished from Georgia Department of Transportation certified suppliers and shall conform to the current Georgia Department of Transportation Standards and Specifications.

10.2 Delivery Schedule

Equipment and materials to be incorporated in the Work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the Work, and they shall be delivered, as nearly as feasible, in the order required for executing the Work. Deliveries shall be scheduled to minimize space and time requirements for storage of materials and equipment at the job site.

10.3 Storage

The Contractor shall store his equipment and materials at the job site in accordance with the manufacturer's recommendations and as directed by the Project Manager. He shall not store unnecessary materials or equipment on the job site and shall prevent any structure from being overloaded and endangering the safety of his or Union County personnel. The Contractor shall enforce the instructions of the Owner and the Project Manager regarding the posting of regulatory signs for loading on structures, fire safety and smoking areas.

10.4 Quality Assurance

All quality assurance controls including sampling and testing shall be performed in accordance with the current building codes. The Contractor shall be responsible for all tests, sampling and approvals as required by said specification.

The Contractor shall assume full responsibility for arranging and obtaining such inspection tests or approvals, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for arranging and obtaining and shall pay all costs, in connection with any inspection tests, approvals, mix designs, etc...required by the Project Manager. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be included in the Contract Price.

If any Work (including the work of others) that is to be inspected, tested or approved is covered by the Contractor prior to such inspection, testing, or approval, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by the Project Manager nor inspections, test or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

ARTICLE 11

FINAL CLEAN-UP; SITE RESTORATION

11.1 Cleaning

Before finally leaving the site, the Contractor shall clean all exposed surfaces that have become soiled or marked. The Contractor shall remove from the site of the Work all accumulated debris and surplus material of any kind which result from his operation, including construction equipment, tools, sheds, sanitary fixtures, etc. This includes but is not limited to vegetation bladed off of roadway onto the shoulder; milled asphalt or aggregate left in road, gutter or on shoulder; and any excess asphalt from paving operations. All clean up shall be performed to the satisfaction of the Project Manager. The completed project shall be turned over to the Owner in a neat and orderly condition.

11.2 Damage

All damage as a result of work under the Contract to existing structures, pavement, driveways, curbs & gutters, sidewalks, utility poles, utility pipelines, conduits, drains, catch basins, fences, and including other obstructions not specifically mentioned herein, shall be repaired.

All property line monuments disturbed in the prosecution of the work shall be reset by a professional land surveyor licensed by the State of Georgia, at the Contractor's expense.