ROCKDALE COUNTY, GEORGIA

October 21, 2026

WATER MAIN EXTENSON FOR ANNIE MITCHELL DRIVE, BETHEL ROAD, LESTER ROAD, McCALLA ROAD, N. HIGHTOWER TRAIL

INVITATION TO BID
No. 26-13

ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION
981 MILSTEAD AVENUE
CONYERS, GA 30012
770-278-7557

INTRODUCTION:

This is an Invitation to Bid (ITB) for the purchase of **WATER MAIN EXTENSION FOR ANNIE MITCHELL DRIVE, BETHEL ROAD, LESTER ROAD, MCCALLA ROAD, NORTH HIGHTOWER TRAIL** in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

The Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for **Water Main Extension for Annie Mitchell Dr., Bethel Rd., Lester Rd., McCalla Rd, N. Hightower Trail** in accordance with the County's Request for Proposal No. **26-13,** incorporated herein by reference, (hereinafter called "Work"), and Contractor's Proposal. Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this work.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Adrienne Brown, at adrienne.m.brown@rockdalecountyga.gov.

Rockdale County Finance Department
Purchasing Division
Attn: Adrienne Brown
981 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557
E-mail: adrienne.m.brown@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all bidders receive the same information, bidders are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the bidder.

BID COPIES FOR EVALUATION:

One (1) USB Flash Drive in Adobe PDF format will be required for review purposes. Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

The ITB number must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted bids may be rejected.**

CONTRACT TERM:

275 Calendar days from date of Notice to Proceed.

DUE DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 981 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, December 3, 2026**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to adrienne.m.brown@rockdalecountyga.gov no later than **2:00 p.m., local time, on Thursday, November 19, 2026**. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at **www.rockdalecountyga.gov**, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

SITE VISITS:

Bidders are strongly encouraged to visit the project sites to familiarize themselves with the existing conditions, site accessibility, and any other factors that may affect the preparation of their bids and performance of the work. Any costs associated with attending the site visit shall be the responsibility of the bidder. Bidders shall be responsible for reviewing the site conditions and obtaining any information necessary to prepare a complete and responsive bid. Failure to attend a site visit shall not relieve the successful bidder of its responsibility to perform the work in accordance with the requirements of this solicitation.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this ITB will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov under Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the bidder's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, under Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.

QUALIFICATIONS OF OFFERORS:

Bidders must have a current business license from their home office jurisdiction and provide a copy of that license with the submittal of their bid response. Rockdale County vendors doing business in Rockdale County must have a current Rockdale County Business License.

Bids from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Bid must complete the Contractor's Qualification Statement and Questionnaire if provided in this package. Bidders are to submit at least **three (3) references** from projects with similar experience using the materials and process in this Invitation to Bid.

UTILITY CONTRACTOR'S LICENSE

As required by O.C.G.A. § 43-14-8.2, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Georgia Utility Contractor's License. The Georgia Utility Contractor's License must be issued in the name of the Bidder. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid may result in the proposed Bid being deemed non-responsive.

ROCK CLAUSE (if applicable)

If in the process of excavating for any work related to this Contract, the Contractor hits rock that is deemed by the Contractor to be above and beyond expected, Contractor shall stop work immediately and notify the Owner in writing. Work will proceed on an agreed hourly charged basis.

Contractor shall promptly, and before the conditions are disturbed, give a written notice to owners on encountering unforeseeable conditions adversely affecting the work. Owners shall investigate the site conditions promptly after receiving notice. If the conditions cause an increase in cost to contractor or the time required for performing any part of the work and were not reasonably foreseeable by an experienced contractor, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County will provide the final evaluation Score Sheet. The Score Sheet will include the scores for all firms who responded and will typically be provided with a PDF file and e-mailed.

SILIENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted, and compensation made by either party to correct charges.

TORT IMMUNITY:

No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

SUBMITTAL COST AND CONFIDENTIALITY

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

OPEN RECORDS

The contents of the bids will not be made public until after an award and contract has been executed.

AWARD OF CONTRACT:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee. Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

QUANTITIES:

The quantities listed in the Bidders Response Schedule are provided as an estimate for bid purposes. The County will not be obligated to quantities beyond actual needs.

SELECTION PROCESS:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose bid represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all bids if such action is in the county's interest.

Rockdale County may evaluate bids and award a contract without discussions with offerors. Therefore, the offeror's initial bid should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

INSURANCE:
Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:	Limits of Liability:
Workers' Compensation	Statutory
Employers' Liability	$1,000,000.00
Bodily Injury Liability	$1,000,000.00 each occurrence
except Automobile	$1,000,000.00 aggregate
Property Damage Liability	$1,000,000.00 each occurrence
except Automobile	$1,000,000.00 aggregate
Personal & Advertising Injury Limit	$1,000,000.00
Products / Completed Ops.	$2,000,000.00 aggregate
Automobile Bodily Injury	$1,000,000.00 each person
Liability	$1,000,000.00 each occurrence
Automobile Property Damage Liability	$1,000,000.00 each occurrence
Property Coverage /Builders Risk Policy	Equal to or greater than the existing building limit if performing renovations.
(If hazardous substances are involved)	
Contractor's Pollution Liability (with 1-year extended reporting period)	
Each Occurrence	$1,000,000.00
Aggregate	$2,000,000.00
Environmental Impairment Liability (with 1-year extended reporting period)	
Each Occurrence	$1,000,000.00
Aggregate	$2,000,000.00
Professional Liability/General Liability	$1,000,000.00
Excess Umbrella Liability	$3,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (ITB) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:
Rockdale County, Georgia
981 Milstead Avenue
Conyers, GA 30012

BONDS:

Rockdale County shall request the following for bids/proposals in excess of Fifty Thousand Dollars ($50,000.00).

BID BOND

Each bid shall include a bid bond in the amount of five percent (5%) of the total bid amount as guarantee that the bidder shall not withdraw the bid for 120 days after the scheduled bid opening. If awarded the contract, Bidders shall enter a written agreement with Rockdale County in accordance with the bid.

PERFORMANCE BOND

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

PAYMENT BOND

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

All sureties of bonds for Rockdale County must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

If bid price is $100,000 or greater, a 5% bid bond and a Payment and Performance Bond will be required.

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this ITB must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the ITB package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

A. The form must be signed by an authorized officer of the contractor or their authorized agent.

B. The form must be notarized.

C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitations to Bid. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov, Government, Finance, Finance Policies. Local vendors interested in being considered for the Local Vendor Preference must submit an Affidavit of Eligibility with their bid response. The form is attached to these bid documents.

The Local Vendor Preference Policy will apply to this ITB.

EQUAL BUSINESS OPPORTUNITY POLICY:

This ITB qualifies for Rockdale County Government EBO program. For questions regarding the EBO program, please contact Adrienne Brown at adrienne.m.brown@rockdalecountyga.gov or 770-278-7557.

ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY

Policy #R-2015-08 includes the following language:

> The Rockdale County Board of Commissioners only purchases energy star rated equipment and appliances that are economically responsible and reduce resource consumption and waste within federal, state, and local laws. The County will only purchase recycled copy, computer, and fax paper with at least 30 percent recycled content.

A copy of the policy may be viewed and downloaded by visiting the website at www.rockdalecountyga.gov , under Bid Opportunities, and scrolling down to the bottom of the page.

LIQUIDATED DAMAGES

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of $100.00 for each calendar day that there is default of completing the Work within the time limit named herein. 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 County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be 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.

PIGGYBACKING

Rockdale County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

GENERAL INFORMATION:

RECEIPT OF BID:
No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a bid not properly addressed and identified.

WITHDRAWAL OF BID:
A bidder may withdraw his bid before the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF BID:
Rockdale County may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. Rockdale County shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:
The bidder may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities, and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:
By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:
By submitting a bid, the bidder represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:
The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

GOVERNING LAWS:
This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

ERRORS AND OMISSIONS:
The vendor shall not take advantage of any errors or omissions in this Bid Request and shall promptly notify Rockdale County of any omissions or errors found in this document.

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.

2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.

3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.

4. The following number, ITB No. **26-13,** must be written clearly on the outside of USB Flash Drive proposal envelope in order to avoid prior opening in error.

5. All USB Flash Drive proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. USB Flash Drive Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.

6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.

7. The Proposal Form submitted on the USB Flash Drive **must be the first page** and include the name of the business, mailing address, the name, title and signature of the person submitting the proposal.

8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.

9. Telephone, Emailed or Facsimile bids will not be accepted.

10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

    Federal I.D. #58-6000882
    Sales Tax Exempt #308750008

11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.

12. If applicable, warranty information shall be provided.

13. Bidders shall state delivery time after receiving order.

14. Bidders shall identify any subcontractors and include an explanation of the service or product that they may provide.

BID FORM – ITB No. 26-13

Instructions: Complete all **THREE** parts of this bid form.
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

Instructions: Type or clearly print all prices. Any modifications to the Bid Table will result in rejection of the bid

PART I: Bid Table

Complete the information for **Parts 1 through 5** in its entirety. Failure to complete all parts may result in an unresponsive bid.

ANNIE MITCHELL DRIVE

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
PART 1 - ANNIE MITCHELL DRIVE					
1.1	Ductile Iron Pipe Water Main (Measurement & Payment Item #1)				
	6-inch Diameter, PC 350	LF	40	$	$
	8-inch Diameter, PC 350	LF	1,000	$	$
1.2	Water Utility Distribution Valves (Measurement & Payment Item #3)				
	6-inch x 6-inch Tapping Sleeve and Valve	EA	2	$	$
	8-inch Gate Valve	EA	1	$	$
1.3	Fire Hydrant Assembly (Measurement & Payment Item #4)	EA	2	$	$
1.4	Water Service Connections (Measurement & Payment Item #5)				
	Short Side	EA	4	$	$
	Long Side	EA	4	$	$
1.5	Asphalt Resurfacing (Measurement & Payment Item #6)				
	1.5-inch Milling of Existing Asphalt	SY	100	$	$
	1.5-inch Asphalt Paving (12.5mm Superpave)	SY	100	$	$
1.6	Driveway Cut Restoration (Measurement & Payment Item #7)			$	$
	Asphalt	SY	50	$	$
	Concrete	SY	150	$	$
1.7	Erosion, Sedimentation & Pollution Controls (Measurement & Payment Item #9)				
1.7a	Hay Bales (Sd1) (Measurement & Payment Item #9b1)	EA	40	$	$
1.7b	Temp Silt Fence Type 'S' (Sd1) (Measurement & Payment Item #9b2)	LF	1,000	$	$
1.7c	Inlet Sediment Trap (Sd2) (Measurement & Payment Item #9b3)	EA	4	$	$
1.7d	Dry Straw or Hay Mulch (Ds1) (Measurement & Payment Item #9b5)	SY	2,000	$	$
1.7e	Temp Seeding (Ds2) (Measurement & Payment Item #9b6)	SY	2,000	$	$
1.7f	Construction Exit (Co) (Measurement & Payment Item #9b7)	EA	1	$	$
1.8	Sodding (Measurement & Payment Item #12)	SY	1,900	$	$
1.9	Rock Removal Excavation (Measurement & Payment Item #18)	CY	100	$	$
1.10	Additional Pipe Bedding (Measurement & Payment Item #19)	CY	50	$	$
1.11	Traffic Control (Measurement & Payment Item #21)	LS	1	$	$
1.12	Exploratory Excavations (Measurement & Payment Item #23)	EA	5	$	$
1.13	Project Record Drawings (Measurement & Payment Item #24)	LS	1	$	$
1.14	Site Restoration and Cleanup (Measurement & Payment Item #25)	LS	1	$	$
1.15	Mobilization (Measurement & Payment Item #26)	LS	1	$	$
				PART 1 – ANNIE MITCHELL DRIVE TOTAL	$

BETHEL ROAD

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
2.1	Ductile Iron Pipe Water Main (Measurement & Payment Item #1)				
	6-inch Diameter, PC 350	LF	80	$	$
	8-inch Diameter, PC 350	LF	2,550	$	$
2.2	Water Utility Distribution Valves (Measurement & Payment Item #3)				
	8-inch Gate Valve	EA	2	$	$
2.3	Fire Hydrant Assembly (Measurement & Payment Item #4)	EA	5	$	$
2.4	Water Service Connections (Measurement & Payment Item #5)				
	Short Side	EA	1	$	$
	Long Side	EA	1	$	$
2.5	Asphalt Resurfacing (Measurement & Payment Item #6)				
	1.5-inch Milling of Existing Asphalt	SY	250	$	$
	1.5-inch Asphalt Paving (12.5mm Superpave)	SY	250	$	$
2.6	Driveway Cut Restoration (Measurement & Payment Item #7)			$	$
	Asphalt	SY	200	$	$
	Concrete	SY	40	$	$
	Gravel	SY	20	$	$
2.7	Erosion, Sedimentation & Pollution Controls (Measurement & Payment Item #9)				
2.7a	Hay Bales (Sd1) (Measurement & Payment Item #9b1)	EA	50	$	$
2.7b	Temp Silt Fence Type 'S' (Sd1) (Measurement & Payment Item #9b2)	LF	1,700	$	$
2.7c	Inlet Sediment Trap (Sd2) (Measurement & Payment Item #9b3)	EA	3	$	$
2.7d	Dry Straw or Hay Mulch (Ds1) (Measurement & Payment Item #9b5)	SY	4,500	$	$
2.7e	Temp Seeding (Ds2) (Measurement & Payment Item #9b6)	SY	4,500	$	$
2.7f	Construction Exit (Co) (Measurement & Payment Item #9b7)	EA	2	$	$
2.8	Rip Rap (Measurement & Payment Item #10)	SY	50	$	$
2.9	Permanent Seeding (Measurement & Payment Item #11)	SY	4,500	$	$
2.10	Tree Replacement (Measurement & Payment Item #15)				
	10" Ornamental	EA	20	$	$
2.11	Rock Removal Excavation (Measurement & Payment Item #18)	CY	300	$	$
2.12	Additional Pipe Bedding (Measurement & Payment Item #19)	CY	100	$	$
2.13	Traffic Control (Measurement & Payment Item #21)	LS	1	$	$

2.14	Exploratory Excavations (Measurement & Payment Item #23)	EA	5	$	$
2.15	Project Record Drawings (Measurement & Payment Item #24)	LS	1	$	$
2.16	Site Restoration and Cleanup (Measurement & Payment Item #25)	LS	1	$	$
2.17	Mobilization (Measurement & Payment Item #26)	LS	1	$	$
PART 2 – BETHEL ROAD TOTAL					$

LESTER ROAD

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
3.1	Ductile Iron Pipe Water Main (Measurement & Payment Item #1)				
	6-inch Diameter, PC 350	LF	60	$	$
	8-inch Diameter, PC 350	LF	1,500	$	$
3.2	Water Utility Distribution Valves (Measurement & Payment Item #3)				
	8-inch x 8-inch Tapping Sleeve and Valve	EA	1	$	$
	8-inch Gate Valve	EA	1	$	$
3.3	Fire Hydrant Assembly (Measurement & Payment Item #4)	EA	3	$	$
3.4	Water Service Connections (Measurement & Payment Item #5)				
	Short Side	EA	1	$	$
	Long Side	EA	1	$	$
3.5	Asphalt Resurfacing (Measurement & Payment Item #6)				
	1.5-inch Milling of Existing Asphalt	SY	100	$	$
	1.5-inch Asphalt Paving (12.5mm Superpave)	SY	100	$	$
3.6	Driveway Cut Restoration (Measurement & Payment Item #7)			$	$
	Asphalt	SY	100	$	$
	Concrete	SY	50	$	$
	Gravel	SY	20	$	$
3.7	Erosion, Sedimentation & Pollution Controls (Measurement & Payment Item #9)				
3.7a	Hay Bales (Sd1) (Measurement & Payment Item #9b1)	EA	120	$	$
3.7b	Temp Silt Fence Type 'S' (Sd1) (Measurement & Payment Item #9b2)	LF	1,300	$	$
3.7c	Inlet Sediment Trap (Sd2) (Measurement & Payment Item #9b3)	EA	4	$	$
3.7d	Slope Stabilization (Ss) (Measurement & Payment Item #9b4)	SY	2,200	$	$
3.7e	Dry Straw or Hay Mulch (Ds1) (Measurement & Payment Item #9b5)	SY	700	$	$
3.7f	Temp Seeding (Ds2) (Measurement & Payment Item #9b6)	SY	700	$	$
3.7g	Construction Exit (Co) (Measurement & Payment Item #9b7)	EA	4	$	$
3.8	Rip Rap (Measurement & Payment Item #10)	SY	250	$	$
3.9	Permanent Seeding (Measurement & Payment Item #11)	SY	700	$	$
3.10	Rock Removal Excavation (Measurement & Payment Item #18)	CY	200	$	$
3.11	Additional Pipe Bedding (Measurement & Payment Item #19)	CY	50	$	$
3.12	Traffic Control (Measurement & Payment Item #21)	LS	1	$	$

3.13	Exploratory Excavations (Measurement & Payment Item #23)	EA	5	$	$
3.14	Project Record Drawings (Measurement & Payment Item #24)	LS	1	$	$
3.15	Site Restoration and Cleanup (Measurement & Payment Item #25)	LS	1	$	$
3.16	Mobilization (Measurement & Payment Item #26)	LS	1	$	$
PART 3 – LESTER ROAD TOTAL					$

MCCALLA ROAD

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
4.1	Ductile Iron Pipe Water Main (Measurement & Payment Item #1)				
	6-inch Diameter, PC 350	LF	80	$	$
	8-inch Diameter, PC 350	LF	2,850	$	$
4.2	Steel Casing, Jack & Bore Installation (Measurement & Payment Item #2)				
	16-inch Diameter	LF	50	$	$
4.3	Water Utility Distribution Valves (Measurement & Payment Item #3)				
	8-inch Gate Valve	EA	3	$	$
4.4	Fire Hydrant Assembly (Measurement & Payment Item #4)	EA	5	$	$
4.5	Water Service Connections (Measurement & Payment Item #5)				
	Short Side	EA	1	$	$
	Long Side	EA	1	$	$
4.6	Asphalt Resurfacing (Measurement & Payment Item #6)				
	1.5-inch Milling of Existing Asphalt	SY	650	$	$
	1.5-inch Asphalt Paving (12.5mm Superpave)	SY	650	$	$
4.7	Driveway Cut Restoration (Measurement & Payment Item #7)			$	$
	Asphalt	SY	50	$	$
	Concrete	SY	100	$	$
	Gravel	SY	20	$	$
4.8	Erosion, Sedimentation & Pollution Controls (Measurement & Payment Item #9)				
4.8a	Hay Bales (Sd1) (Measurement & Payment Item #9b1)	EA	60	$	$
4.8b	Temp Silt Fence Type ‘S’ (Sd1) (Measurement & Payment Item #9b2)	LF	1,500	$	$
4.8c	Inlet Sediment Trap (Sd2) (Measurement & Payment Item #9b3)	EA	4	$	$
4.8d	Dry Straw or Hay Mulch (Ds1) (Measurement & Payment Item #9b5)	SY	6,600	$	$
4.8e	Temp Seeding (Ds2) (Measurement & Payment Item #9b6)	SY	6,600	$	$
4.8f	Construction Exit (Co) (Measurement & Payment Item #9b7)	EA	4	$	$
4.9	Permanent Seeding (Measurement & Payment Item #11)	SY	5,700	$	$
4.10	Sodding (Measurement & Payment Item #12)	SY	950	$	$
4.11	Curb and Gutter Replacement (Measurement & Payment Item #16)	LF	150	$	$
4.12	Sidewalk Replacement (Measurement & Payment Item #17)	SY	200	$	$
4.13	Rock Removal Excavation (Measurement & Payment Item #18)	CY	300	$	$

4.14	Additional Pipe Bedding (Measurement & Payment Item #19)	CY	100	$	$
4.15	Traffic Control (Measurement & Payment Item #21)	LS	1	$	$
4.16	Exploratory Excavations (Measurement & Payment Item #23)	EA	5	$	$
4.17	Project Record Drawings (Measurement & Payment Item #24)	LS	1	$	$
4.18	Site Restoration and Cleanup (Measurement & Payment Item #25)	LS	1	$	$
4.19	Mobilization (Measurement & Payment Item #26)	LS	1	$	$
PART 4 – McCALLA ROAD TOTAL					$

NORTH HIGHTOWER TRAIL

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
5.1	Ductile Iron Pipe Water Main (Measurement & Payment Item #1)				
	6-inch Diameter, PC 350	LF	120	$	$
	8-inch Diameter, PC 350	LF	4,050	$	$
5.2	Steel Casing, Jack & Bore Installation (Measurement & Payment Item #2)				
	16-inch Diameter	LF	50	$	$
5.3	Water Utility Distribution Valves (Measurement & Payment Item #3)				
	8-inch Gate Valve	EA	4	$	$
5.4	Fire Hydrant Assembly (Measurement & Payment Item #4)	EA	7	$	$
5.5	Water Service Connections (Measurement & Payment Item #5)				
	Short Side	EA	1	$	$
	Long Side	EA	1	$	$
5.6	Asphalt Resurfacing (Measurement & Payment Item #6)				
	1.5-inch Milling of Existing Asphalt	SY	150	$	$
	1.5-inch Asphalt Paving (12.5mm Superpave)	SY	150	$	$
5.7	Driveway Cut Restoration (Measurement & Payment Item #7)			$	$
	Asphalt	SY	280	$	$
	Concrete	SY	50	$	$
	Gravel	SY	100	$	$
5.8	Cast-in-Place Concrete (Measurement & Payment Item #8)	CY	10	$	$
5.9	Erosion, Sedimentation & Pollution Controls (Measurement & Payment Item #9)				
5.9a	Hay Bales (Sd1) (Measurement & Payment Item #9b1)	EA	120	$	$
5.9b	Temp Silt Fence Type ‘S’ (Sd1) (Measurement & Payment Item #9b2)	LF	4,300	$	$
5.9c	Inlet Sediment Trap (Sd2) (Measurement & Payment Item #9b3)	EA	4	$	$
5.9d	Slope Stabilization (Ss) (Measurement & Payment Item #9b4)	SY	5,700	$	$
5.9e	Dry Straw or Hay Mulch (Ds1) (Measurement & Payment Item #9b5)	SY	4,500	$	$
5.9f	Temp Seeding (Ds2) (Measurement & Payment Item #9b6)	SY	4,500	$	$
5.9g	Construction Exit (Co) (Measurement & Payment Item #9b7)	EA	4	$	$
5.10	Permanent Seeding (Measurement & Payment Item #11)	SY	3,000	$	$
5.11	Sodding (Measurement & Payment Item #12)	SY	1,500	$	$
5.12	Rock Removal Excavation (Measurement & Payment Item #18)	CY	350	$	$

5.13	Additional Pipe Bedding (Measurement & Payment Item #19)	CY	150	$	$
5.14	Traffic Control (Measurement & Payment Item #21)	LS	1	$	$
5.15	Exploratory Excavations (Measurement & Payment Item #23)	EA	5	$	$
5.16	Project Record Drawings (Measurement & Payment Item #24)	LS	1	$	$
5.17	Site Restoration and Cleanup (Measurement & Payment Item #25)	LS	1	$	$
5.18	Mobilization (Measurement & Payment Item #26)	LS	1	$	$
PART 5 – NORTH HIGHTOWER TRAIL TOTAL					$
SUBTOTAL BASE BID (SUM OF PARTS 1 THROUGH 5)					$
CONTINGENCY – 10% OF SUBTOTAL					$
TOTAL BID AMOUNT (SUBTOTAL BASE BID + CONTINGENCY)					$

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Vendor Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

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

(1) He/She is_____ (owner, partner officer, representative, or

agent) of _____, the Vendor that has submitted the attached ITB;

(2) He/She is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

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

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

_____
(Signed)

_____
(Title)

Subscribed and Sworn to before me this _____ day of _____, 202__

Name_____

Title_____
My commission expires (Date)

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

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

(1) He/She is_____ (owner, partner officer, representative, or

agent) of _____, the sub-contractor that has submitted the attached ITB;

(2) He/She is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

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

_____
(Signed)

_____
(Title)

Subscribed and Sworn to before me this _____ day of _____, 202___.

Name_____

Title_____
My commission expires (Date)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____ _____
Name of Contractor Name of Project

_____
Name of Public Employer

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

Executed on _____, _____, 20_____ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,202__.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,202__.

_____
NOTARY PUBLIC
My Commission Expires:

_____

Affidavit Verifying Status
for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

_____ _____
Signature of Applicant: Date

_____
Printed Name:

*_____
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202__.

_____
Notary Public
My commission Expires:

***Note**: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

_____

CERTIFICATION OF CONTRACTOR'S UTILITY LICENSE FORM

Contractor's Name: _____

Georgia Utility Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Name Typed or Printed: _____

Title: _____

Date: _____

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto Rockdale County, Georgia, in the full and just sum of _____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of Rockdale County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to Rockdale County, Georgia, a Bid for ITB No.____-____ _____.

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Bid.
NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within one hundred and twenty (120) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by Rockdale County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond equals to 100% of the Contract Price and Payment Bond equals to 100% of the Contract Price, payable to Rockdale County, Georgia, in form and with security satisfactory to Rockdale County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Rockdale County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of_____ , 202__ .

PRINCIPAL

By:_____(SEAL)
Signature of Principal

_____
Print Name and Title of Authorized Signer

_____
Print Name of Principal Business

ATTEST:

_____
Corporate Secretary

SURETY

By:_____(SEAL)
Signature of Surety (by Power of Attorney)

_____
Print Name and Title of Authorized Signer

_____
Print Name of Surety Business

WITNESS:

_____

PERFORMANCE BOND

STATE OF GEORGIA BOND NO._____

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Principal, (hereinafter known as Contractor), and we, _____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Rockdale County, Georgia for use and benefit of those entitled thereto, in the sum of_____ Dollars ($_____) for the payment of which will and truly to be made, in lawful money of the United States of America, we do hereby bind ourselves, successors, assigns, heirs and personal representatives.

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

WHEREAS, the Owner has engaged the said Contractor for the sum of _____($_____) for construction of Rockdale County, Georgia**, ITB# :** _____ as more fully appears in a written Contract Agreement bearing the date of _____, 2026, a copy of which Contract Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said Contract Agreement hereinbefore referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default, and shall correct all defects in products and workmanship appearing within one year of the completion of all Work, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Contract Agreement, or in the Work to be performed there under, or the Specifications accompanying the same shall in any wise affect the obligations under this Contract Agreement or Bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Contract Documents.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et. seq. and 36-82-100 et. seq. and all the provisions of the law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____ __, 2026, executed in two (2) counterparts.
CONTRACTOR - PRINCIPAL:

By: _____

Name: _____
(Please Print)
Title: _____

Address:_____

Phone: _____

ATTEST:

Name: _____

(Please Print)
Title: _____ (SEAL)

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

SURETY:

By: _____

Name: _____
(Please Print)
Title: _____ (SEAL)

WITNESS:

Name: _____
(Please Print)
Title: _____ (SEAL)

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

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

By: _____

Name: _____
(Please Print)
Title: _____

Address: _____
Phone: _____

PAYMENT BOND

STATE OF GEORGIA BOND NO._____

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, (hereinafter known as Contractor), and we, _____, as Surety, are held and firmly bound unto Rockdale County, Georgia (hereinafter called the Owner), in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated_____, 2026, for construction of Rockdale County, Georgia **ITB# : _____** (hereinafter called the Contract), which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor, products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement, or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable attorney's fees, incurred by the claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated, and judgment rendered thereon.

(b) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract Agreement.

(c) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 13-10-1 et. seq. and 36-82-100 et. seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 2026, executed in two (2) counterparts.

CONTRACTOR - PRINCIPAL:
By: _____

Name: _____
(Please Print)
Title: _____

Address:_____

Phone: _____

ATTEST:
Name: _____
(Please Print)
Title: _____ (SEAL)

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

SURETY:
By: _____

Name: _____
(Please Print)
Title: _____ (SEAL)

WITNESS:

Name: _____
(Please Print)
Title: _____ (SEAL)

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

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

By: _____

Name: _____
(Please Print)
Title: _____

Address: _____

Phone: _____

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.

C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.

D. The completed form shall be submitted with contractor's proposals.

E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

A. Current address of contractor: _____
_____

B. Previous Name or address of contractor: _____
_____

C. Current president or CEO and years in position: _____

D. Number of permanent employees: _____

E. Name and address of affiliated companies: _____
_____

III. FINANCIAL STATUS

A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

A.	Revenues (Gross)	_____
B.	Expenditures (Gross)	_____
C.	Overhead & Admin (Gross)	_____
D.	Profit (Gross)	_____

2. YEAR PRIOR TO "1" ABOVE:

A.	Revenues (Gross)	_____
B.	Expenditures (Gross)	_____
C.	Overhead & Admin (Gross)	_____
D.	Profit (Gross)	_____

3. YEAR PRIOR TO "2" ABOVE:

A.	Revenues (Gross)	_____
B.	Expenditures (Gross)	_____
C.	Overhead & Admin (Gross)	_____
D.	Profit (Gross)	_____

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

_____
_____

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

_____
_____

C. BONDING

1. What is the Contractor's current bonding capacity? _____

2. What is the value of the Contractor's work currently under contract? _____

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Reference/Project #1:
Name and Address: _____
_____
_____

Date of Construction/Project: _____

Type of Construction/Project: _____

Contract Price: _____

Owner contact info: _____
_____
_____

Architect/Engineer contact info: _____
(if applicable) _____

Reference/Project #2:
Name and Address: _____
_____
_____

Date of Construction/Project: _____

Type of Construction/Project: _____

Contract Price: _____

Owner contact info: _____
_____
_____

Architect/Engineer contact info: _____
(if applicable) _____

Reference/Project #3:
Name and Address: _____
_____
_____

Date of Construction/Project: _____

Type of Construction/Project: _____

Contract Price: _____

Owner contact info: _____
_____
_____

Architect/Engineer contact info: _____
(if applicable) _____

V. ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? _____

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? _____

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? _____

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? _____

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

_____
_____
_____
_____

VI. COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

_____
_____
_____
_____

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

_____ _____
Signature Date

_____
Title

Sworn to and subscribed before me
This _____ day of _____

_____
Signature

Notary Public

My Commission Expires:

ROCKDALE COUNTY

LOCAL VENDOR PREFERENCE

AFFIDAVIT OF ELIGIBILITY

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF FIRM: _____

   Mailing Address: Physical Address (if different):

   _____ _____

   _____ _____

2. Year your business was established in Rockdale County: _____

3. Business License:

   License Number: County_____

4. For transactions which require sales tax, provide the following Reseller information:

   Reseller Permit Number: - - - - - - - - - - - - - - -

   Enter the Company Name and Address as it appears on permit:

   _____

   _____

5. Does your business have more than one office in the State of Georgia?

   Yes _____ No _____

   If Yes, specify the office location considered as the point-of-sale for sales tax purposes:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?
   Yes _____ No _____

   If Yes, did the local business pay any of this tax to Rockdale County?
   Yes _____ No _____

****

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation, or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Rockdale County products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

SAMPLE AGREEMENT FOR THE WATER MAIN EXTENSION FOR ANNIE MITCHELL DRIVE, BETHEL ROAD, LESTER ROAD, MCCALLA ROAD, AND NORTH HIGHTOWER TRAIL

The County reserves the right to revise this agreement as it is a sample agreement

This Agreement entered into on this_____day of_____,2026, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 981 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and [CONTRACTOR NAME] a Georgia limited liability company, whose address is [CONTRACTOR'S ADDRESS] (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for the construction of the Honey Creek and Scott Creek Pump Stations and Force Mains; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **Services Provided by Contractor.**
The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the Water Main Extension for Annie Mitchell Dr., Bethel Rd., Lester Rd., McCalla Rd., and N. Hightower Trail as described in the County's Invitation to Bid (ITB) 26-13 incorporated herein by reference, (hereinafter called "Work"), and Contractor's bid dated _____, attached hereto and made a part hereof (hereinafter called "Bid"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Water Resources Director or his designee and consistent with all Federal, State and local laws.

The Contract Documents, Bid Documents, Invitation to Bid, and drawings are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

2. **Fees and Compensation.**

(a) Contract Price: The Contract Price shall not exceed _____ **($ _____)** and shall be the total amount payable by the County to the Contractor for the performance of the Work set forth in the Contract Documents, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. If there are unforeseen costs, there is a ten percent (10%) contingency of $_____. The County shall provide payment within thirty (30) days of receiving said undisputed invoice.

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

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

(b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:

(1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.

(2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

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

(c) Retention: The County will retain the following amounts from each properly certified estimate:

(1) Until the value of the Work completed, including stored materials, is at least 50 percent of the Contract amount, 5 percent of the value of all Work satisfactorily completed, including stored materials.

(2) When the value of the completed Work totals at least 50 percent of the Contract amount, the County will reduce the retainage to 5 percent of the value of Work completed, including stored materials provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5 percent of the Contract amount, adjusted for Change Orders, until the date of final payment.

(3) The County may elect to reinstate retention of 10 percent of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. No form of collateral in lieu of cash will be acceptable as retainage.

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

3. Effective Dates of Agreement.

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The terms of this Agreement shall be seven hundred thirty (275) calendar days from the Notice to Proceed, unless terminated by either party as detailed in section 13 of this Agreement.

The Contractor shall begin the Work no later than thirty (30) days after issuance of the Notice to Proceed and shall complete the Work no later than 275 calendar days after issuance of the Notice to Proceed, unless a time extension is authorized in writing by the County.

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of $100.00 for each calendar day that there is default of completing the Work within the time limit named herein. 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 County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to

complete the Work on time. Such liquidated damages referred to herein are intended to be 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.

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified
supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times 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 County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor 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 County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**

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

7. **Insurance and Bonds.**

The Contractor shall not commence any work under this Contract until all insurance (*with Blasting Operations coverage included)* and bonds, as stipulated in the Invitation to Bid, have been obtained and such insurance and bonds have been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance and bonds required of the subcontractor have been so obtained and approved by the Contractor.

8. **Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility 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, a complete identification of all those processes, equipment and operations to be affected and all other information the County may require. The Contractor shall provide any

equipment, piping, auxiliary power or other means necessary to sustain facility operations.

9. Protection of Work, Property and Persons.

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall 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 shall 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 l 07 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

(c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

(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 County, shall act to prevent threatened damage, injury or loss.

(e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize the impact of adverse weather.

10. Protection of the Environment.

(a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning, and grading operations.

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

(c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

11. Protection, Location and Relocation of Utilities.

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

12. Indemnification.

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

13. Termination of Agreement.

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

14. Notice.

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:	To the Contractor:
Rockdale County, Georgia	_____
Attn: Tina Malone	_____
981 Milstead Avenue	_____
Conyers, Georgia 30012	_____
Tina.malone@rockdalecountyga.gov	_____

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

15. Assignment.

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

16. Corporate Authority.

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver.**
No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability.**
If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation.**
Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction.**
The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-convenient and the right to challenge the venue of any court proceeding.

21. **Governing Law.**
This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

22. **Binding Effect.**
This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

23. Further Assurances.

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

24. Entire Agreement.

This Agreement, its attachments and essential documents (as provided in1 I above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

[CONTRACTOR'S NAME]

By: _____

Witness:

By: _____

ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS

By: _____
JaNice Van Ness, Chair & CEO

Attest:

By: _____
Jennifer Rutledge, Director/County Clerk

Approved as to Form:

By: _____
M. Qader A. Baig, County Attorney

SUBCONTRACTORS

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: _____ Date: _____

ROCKDALE COUNTY GOVERNMENT
EQUAL BUSINESS OPPORTUNITY PROGAM

Rockdale County Government Equal Business Opportunity ("EBO") Program ordinance promotes opportunities for Historically Underutilized Businesses ("HUBs") and Small Business Enterprises ("SBEs") and protects all contracting applicants from unlawful discrimination. Under the EBO ordinance, bids for any project totaling $100,000 or more in value must demonstrate good faith efforts to make work available to HUBs and SBEs. The ordinance is aspirational and seeks to maximize contracting opportunities for HUBs and SBEs. Specific outreach and reporting requirements are detailed in the EBO Ordinance and accompanying EBO policy document adopted by the Rockdale County Board of Commissioners, both of which are attached here.

In accordance with the terms of the EBO ordinance, all contracting shall be awarded without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition. No portion of the EBO ordinance requires contractors or subcontractors to make purchases of materials or equipment from HUBs who do not submit the lowest responsible, responsive bid.

Please refer to the attached EBO ordinance and EBO policy document for further details.

ROCKDALE COUNTY GOVERNMENT
EBO PROGRAM
CONTRACT COMPLIANCE REQUIREMENTS

AFFIDAVIT – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION PLAN (UTILIZATION PLAN)

The Utilization Plan is designed to enhance the utilization of a Historically Underutilized Business (HUB) or a Small Business Enterprise (SBE) by a bidder/proposer, contractor, or vendor. The bidder/proposer **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with bid/proposal.

DETERMINATION OF GOOD FAITH

The Prime Contractor must demonstrate that they have made reasonable, good faith efforts to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor regarding this project should be documented using the Subcontractor Contact Form.

AFFIDAVIT – CONTRACTOR ONLY USAGE

A contractor that performs all the work under a contract with its own workforce may submit an affidavit.

UTILIZATION REPORTING (Post Award)

The successful bidder/proposer will be required to report **all** payments to subcontractors, sub-consultants, and suppliers (if applicable) by the 15th day of the month to the EBO Administrator.

ROCKDALE COUNTY GOVERNMENT
AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime** Bidder/Proposer on this scope of work/service(s) **is NOT**☐, **is**☐ a Historically Underutilized Business or Small Business Enterprise.

   Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
   $_____ Or _____%

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name (a.)		**Business Name** (b.)	
% of JV		**% of JV**	
HUB or SBE Certified (Y or N)		**HUB or SBE Certified (Y or N)**	
Certified Agency		**Certified Agency**	
Date Certified		**Date Certified**	

3. Lists all Sub-Contractor/suppliers participating on the project and provide a description of the work to be executed.

Total Dollar Value of Certified Subcontractors: ($)

Total Percentage of Certified Subcontractors: (%)

AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION (continued)

CERTIFICATION: The undersigned certifies that he/she has read, understands, and agrees to be bound by the Bid/Proposer provisions. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:_____ **Title**:_____

Business or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

ROCKDALE COUNTY GOVERNMENT
UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors, and sub-consultants (if applicable) during the project by the 15th day of the month to the EBO Administrator.

Subcontractor or Supplier information

ITB or RFP #	Name	Contact Name	Contact Email Address	Contact Phone	Payment amount	Date of payment	Payment Method

Issues:

Vendor Name: _____

Printed Signature:
_____

Date:
_____

Title_____

INTERNAL USE ONLY

Verified _____

Any Issues _____

Verified by _____

ROCKDALE COUNTY GOVERNMENT

Subcontractor Contact Form

Good Faith Effort - Must also include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of Historically Underutilized Businesses or Small Business Enterprises.

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	HUB or SBE Certification Designation	Result of Contact	Date of Contact

Company Name: _____ **Project # & Title:** _____

Printed Signature: _____ **Date:** _____

Title_____

INTERNAL USE ONLY

Date information verified _____

Any Issues _____

Verified by _____

Ordinance #: 2024-11

AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE VI OF CHAPTER 2 OF THE CODE OF ROCKDALE COUNTY, GEORGIA PROVIDING AUTHORIZATION FOR AN EQUAL OPPORTUNITY PROGRAM FOR ROCKDALE COUNTY

WHEREAS, it is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses;

WHEREAS, the Rockdale County Board of Commissioners promulgates this ordinance as the official policy of Rockdale County.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of Rockdale County, Georgia, and it is, hereby, ordained by the authority of same, as follows:

That Division 3 of Article VI of Chapter 2 of the Code of Rockdale County, Georgia be amended, to create, as follows:

"**Section 2-221**. Equal Business Opportunity Program"

A. As used in this section:

1. The term "Contracting Authority" means any board, commission, body, or subdivisions of Rockdale County that exercises any authority to award a contract through a formal bidding process.

2. The term "Historically Underutilized Businesses" means a firm that is an independent and continuing enterprise for profit:

    a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and

    b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. The term "minority person" means a person who is a citizen or lawful permanent resident of the United States and who is:

    a. Black, that is, a person having origins in any of the black racial groups in Africa;

    b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;

d. Native American, that is, a person having origins in any of the original Indian peoples of North America; or

e. Female.

4. The term "socially and economically disadvantaged individual" means a person who is a citizen or lawful permanent resident of the United Stated and who is:

a. A veteran of the armed forces of the United States;

b. Physically or mentally disabled in a manner that substantially limits one or more of the major life activities of a person; or

c. Capable of demonstrating some other form of economic or social disadvantage, as articulated in 13 CFR § 124.104.

5. The term "Small Business Enterprises" means a firm that is an independent and continuing enterprise for profit for which the gross revenues or number of employees, inclusive of any affiliates as defined by 13 CFR 121.103, does not exceed the size standard for its industry as defined by 13 CFR 121.201 (as further explained in 13 CFR 121.104 through 121.107), and is certified as such.

B. It is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses.

C. All Contracting Authorities shall strive to maximize contracting opportunities with Historically Underutilized Businesses. Where feasible, preference should be given to such businesses that are in Rockdale County or that employ a majority of their workforce in Rockdale County.

D. All Contracting Authorities shall establish prior to solicitation of bids for any project totaling $100,000 or more, the good faith efforts that it will take to make it feasible for Historically Underutilized Businesses to submit successful bids or proposals for the contract. Each first-tier subcontractor shall comply with the requirements applicable to contractors under this subsection.

E. Each bidder for a contract from a Contracting Authority shall identify on its bid the Historically Underutilized Businesses that it will use in fulfilling the contract and an affidavit listing the good faith efforts it has made pursuant to Subsection (G) of this section and the total dollar value of the bid that will be performed by the Historically Underutilized Businesses. A contractor that performs all the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection. The apparent lowest responsible, responsive bidder shall also file the following:

1. Within the time specified in the bid documents, either:

    a. An affidavit that includes a description of the portion of work to be executed by Historically Underutilized Businesses, expressed as a percentage of the total contract price, which is equal to, or more than the applicable goal of contracts being awarded to Historically Underutilized Businesses annually, as set in Section III of the accompanying policy and procedures document. An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or

    b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

2. Within 30 days after awarding the contract, a list of all identified subcontractors that the contractor will use on the project.

Failure to file a required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.

F. No subcontractor who is identified and listed pursuant to Subsection (E) of this section may be replaced with a different subcontractor except:

1. If the subcontractor's bid is later determined by the contractor to be nonresponsible or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or

2. With the approval of the Contracting Authority for good cause.

G. Before awarding a contract, the Contracting Authority shall do the following:

1. Develop and implement a Historically Underutilized Business participation outreach plan to identify Historically Underutilized Businesses that can perform necessary services and to implement outreach efforts to encourage Historically Underutilized Business participation in these projects.

2. At least 10 days prior to the scheduled day of bid opening, notify Historically Underutilized Businesses that have requested notices from the Contracting Authority and Historically Underutilized Businesses that otherwise indicated to the County an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

    a. A description of the work for which the bid is being solicited.

    b. The date, time, and location where bids are to be submitted.

c. The name of the individual within the public entity who will be available to answer questions about the project.

d. Where bid documents may be reviewed.

e. Any special requirements that may exist.

3. Utilize other media, as appropriate, likely to inform potential Historically Underutilized Businesses of the bid being sought.

H. The Contracting Authority may designate certain procurement projects or contracts as available for bid and award only to certified Small Business Enterprises. The small business reserve designation for a particular project is discretionary on the part of the Contracting Authority and should be applied only where there is a reasonable expectation that there will be at least three responsible and responsive bids for certified Small Business Enterprises and that the award will be made at a fair market price/value. To obtain a small business reserve program project, the bidding Small Business Enterprise must self-perform a significant percentage of the contracted work (a minimum of 50 percent).

I. All Contracting Authorities shall award contracts without regard to race, religion, color, creed, national origin, sex, age, or disability status. Nothing in this section shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from Historically Underutilized Business who do not submit the lowest responsible, responsive bid or bids.

J. Each Contracting Authority shall submit to the Board an annual report demonstrating compliance with this code section.

K. Nothing herein shall apply to any contracts solicited or awarded before the passage of this code section.

L. For any projects involving the use of federal funds, no term of this ordinance shall apply if it conflicts with the requirements imposed under federal law for that project.

M. If any provision or clause of this code section or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this code section which can be given effect without the invalid provision or application, and to this end the provisions of this code section are declared to be severable.

N. The terms of this ordinance shall expire five years from the date of its enactment if not renewed by the Rockdale County Board of Commissioners.

Adopted this 27th day of August, 2024.

Rockdale County, Georgia
Board of Commissioners

By: _____
Osborn Nesbitt, Sr., Chairman

By: _____
Sherri L. Washington, Commissioner Post I

By: _____
Dr. Doreen L. Williams, Commissioner Post II

Attest:

By: _____
Jennifer Rutledge, County Clerk

First Reading: 9/27/2024
Second Reading: Waived

Approved as to form:

By: _____
M. Qader A. Baig, County Attorney

Policy # 2023-1-27
As Amended

EQUAL BUSINESS OPPORTUNITY

This document provides guidelines for implementation of the County's Equal Business Opportunity ordinance, which encourages maximization of contracting opportunities with Historically Underutilized Businesses.

I. PURPOSE

The purpose of these policies and procedures is to provide guidelines for implementation of the Rockdale County Equal Business Opportunity ("EBO") ordinance. [Ord. No. O-2024-11]

II. DEFINITIONS

All terms used herein shall have the definitions provided in the EBO ordinance.

III. EBO MAXIMIZATION GOAL

To maximize contracting opportunities with Historically Underutilized Businesses, Contracting Authorities shall strive for a goal of at least fifteen percent (15%) of contracts being awarded to Historically Underutilized Businesses annually. This goal shall be measured by the total value of work for each County project, including projects done by a private entity on a facility to be leased or purchased by the County.

IV. ADMINISTRATION

A. Administration of the EBO ordinance shall be done by the Finance department of Rockdale County (the "EBO Administrator").

B. Prior to solicitation of bids for any project totaling $100,000 or more, the EBO Administrator must have its Historically Underutilized Business participation outreach plans.

C. Following solicitation of bids for any project totaling $100,000 or more, the the EBO Administrator must have on file a report of its compliance with the Historically Underutilized Business participation outreach plan submitted pursuant to subsection B.

D. The EBO Administrator shall prepare an annual report to the Rockdale County Board of Commissioners detailing all contracts solicited and all contracts awarded pursuant to the EBO ordinance. This report shall include the value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.

V. CERTIFICATION

A. To demonstrate a firm's qualifications as a Historically Underutilized Business, Rockdale County will accept:

1. Certification from the State of Georgia, City of Atlanta, or any local, state, or federal government agency;

2. Certification from any private party accredited to provide business certification; or

3. Self-certification as sworn to in a notarized statement or affidavit under penalty of perjury, with any accompanying documentation.

VI. OUTREACH ACTIVITIES

A. Outreach activities that can be part of a Historically Underutilized Business participation outreach plans include, but are not limited to, the following:

1. Attending trade fairs;

2. Hosting business workshops;

3. Hosting pre-bid conferences;

4. Advertising; and

5. Any other activities reasonably likely to increase participation in the bidding process by Historically Underutilized Businesses.

VII. GOOD FAITH EFFORTS

A. The Contracting Authority shall require bidders to undertake the following good faith efforts, where applicable:

1. Contacting Historically Underutilized Businesses that reasonably could have been expected to submit a quote and that were known to the Contracting Authority lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.

2. Making the plans, specifications and requirements available for review by prospective Historically Underutilized Businesses or providing these documents to them at least 10 days before the bid or proposals are due.

3. Breaking down or combining elements of work into economically feasible units to facilitate participation by Historically Underutilized Businesses.

4. Working with organizations for Historically Underutilized Businesses that provide assistance in recruitment of Historically Underutilized Businesses.

5. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.

6. Negotiating in good faith with interested Historically Underutilized Businesses and not rejecting them as unqualified without sound reasons based on their capabilities.

Any rejection of a Historically Underutilized Businesses based on lack of qualification should have the reasons documented in writing.

7. Providing assistance to an otherwise qualified Historically Underutilized Businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting Historically Underutilized Businesses in obtaining the same unit pricing as the bidder's suppliers to help Historically Underutilized Businesses in establishing credit.

8. Negotiating joint venture and partnership arrangements with Historically Underutilized Businesses to increase opportunities for Historically Underutilized Businesses to participate in County projects when possible.

9. Providing quick pay agreements and policies to enable Historically Underutilized Business contractors and suppliers to meet cash-flow demands.

VIII. SUBCONTRACTING

Every contract awarded pursuant to the process outlines in the EBO ordinance shall include a provision requiring all first-tier subcontractors to comply with the requirements applicable to contractors under the EBO ordinance.

IX. INCORPORATION

A bidder's commitment to abide by the terms of the EBO ordinance, and the good faith efforts it intends to undertake, shall be incorporated into the terms of any contract awarded to that bidder.

X. SMALL BUSINESS ENTERPRISE

A. A Small Business Enterprise may be certified in the following ways:

1. a filed letter or other documentation from the United States Small Business Administration that establishes that the firm is certified as an 8(a) firm, small business enterprise, small disadvantaged business enterprise, or HUBZone firm;

2. a letter or other documentation from the City of Atlanta, MARTA, or Georgia Department of Transportation (GDOT) that establishes that the firm is certified as a DBE; or

3. small business certification from a certifying agency within Georgia that applies the small business size standards consistent with or less than the applicable revenue and employment size standards for small businesses established by the United States Small Business Administration and meets other county criteria related to SBE certification.

XI. REPORTING

A. The EBO Administrator shall be responsible to provide an annual report to the Contracting Authority which shall include the following:

1. A listing of all contracts awarded in in the prior year, including the dollar value of each contract for both prime contractors and subcontractors;

2. For each contract listed, the efforts taken, if any, to award the contract to a Historically Underutilized Business or Small Business Enterprise;

3. Whether each contract was ultimately awarded to a Historically Underutilized Business or Small Business Enterprise; and

4. The value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.

B. Each contractor must report payments made to the Historically Underutilized Business subcontractors to the County on a monthly basis by no later than the 15th of the month.

Approved this 27th day of August, 2024.

Rockdale County, Georgia
Board of Commissioners

By: _____
Osborn Nesbitt, Sr., Chairman

By: _____
Sherri L. Washington, Commissioner Post I

By: _____
Dr. Doreen L. Williams, Commissioner Post II

Attest:

By: _____
Jennifer Rutledge, County Clerk

Approved as to form:

By: _____
M. Qader A. Baig, County Attorney

BIDDER'S CHECKLIST

_____ **Bid Bond in the Amount of 5% of the Total Bid Amount**
Note: Performance Bond, Payment Bond, and
Proof of Insurance coverage are required after contract award.

_____ **ONE (1) FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated.**

_____ **Bid Item Table (See Page 11-19)**

_____ **All Applicable Affidavit Forms (See Pages 20-25)**

_____ **Contractor's Qualifications Statement & Questionnaire (See Pages 32-35)**

_____ **Local Vendor Preference Policy (If Applicable) - (See Page 36)**

_____ **Subcontractors (See Page 44)**

_____ **Equal Business Opportunity Forms (See Pages 45-59)**

_____ **Proof of Business License**

_____ **Proof of Utility Contractor License**

The purpose of this checklist is to remind bidders of the documents generally required for the bid submittal. It is the bidder's responsibility to include additional documents requested in the bid that may not be shown on the checklist, if applicable.

TABLE OF CONTENTS

Division 0 - Bidding and Contract Requirements

Section	Title
00100	Instructions to Bidders
00422	Corporate Certificate
00425	Contractor's License Certification
00500	Sample Contract Agreement
00700	General Conditions
00800	Supplementary Conditions

SECTION 00100
INSTRUCTIONS TO BIDDERS

1.01 CONTRACT DOCUMENTS

A. The Contract Documents include the Contract Agreement, Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the Owner prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings, and addenda, together with written amendments, change orders, field orders and the PM/CM's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

B. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils reports, and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, are not Contract Documents.

C. The Contract Documents shall define and describe the complete work to which they relate.

1.02 DEFINITIONS

A. Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning:

1. "Owner" shall mean Rockdale County, Georgia, party of the first part to the Contract Agreement, or its authorized and legal representatives.
2. "Program Manager/Construction Manager" shall mean Rockdale Water Resources-Engineering Dept., hereinafter also designated as "PM/CM".
3. "Designer" shall mean Rockdale County, ESI, EDEC, and Wekiva .
4. "Contractor" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.
5. "Work" and "Project" shall mean the entire completed construction required to be furnished under the Contract Documents.
6. "Contract Time" shall mean consecutive calendar days as provided in the Contract Document for completion of the Project, to be computed from the date of the Notice to Proceed.
7. "Liquidated Damages" shall mean the sum of $250.00 which the Bidder agrees to pay for each consecutive calendar day beyond the Contract Time required to complete the Project. Liquidated Damages will end upon written notification from the Owner of final acceptance of the Project.
8. "Products" shall mean materials or equipment permanently incorporated into the Project.
9. "Provide" shall mean to furnish and install.
10. "Balanced Bid" shall mean the total amount bid reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of

the Owner, total amounts bid on any of the listed items do not reasonably reflect such values.

11. "Substantial completion of the work", solely for the purposes of Official Code of Georgia Annotated (O.C.G.A.) §13-10-20(c), shall be defined as occurring on the date of the written notification from the PM/CM that the Project is ready for final inspection, as specified in Section 00800, Article 30, paragraph (g).

12. "Satisfactorily completed", solely for the purposes of O.C.G.A. §13-10-20(b), shall mean the completion of all work, certifications and affidavits as specified in Section 00800, Article 30, paragraph (g).

1.03 PREPARATION AND EXECUTION OF BID

A. Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents.

B. Each Bid must be submitted on the Bid forms which are attached to the Contract Documents. All blank spaces for Bid prices, both words and figures, must be filled in, in ink. In case of discrepancy, the amount shown in words will govern. All required enclosed certifications must be fully completed and executed when submitted.

C. Each Bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as, "Bid for Rockdale County, Georgia- Water Main Replacements for Rockdale Water Resources."

D. The Bidder shall provide on the outside of the sealed envelope the following information; otherwise the Bid will not be opened and will be returned to the Bidder:

1. Bidder's Name

2. Georgia Utility Contractor License Number

3. ITB #26-13: Water Main Replacements for Rockdale Water Resources

E. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Rockdale County Department of Finance, Purchasing Division, 981 Milstead Avenue, P.O. Box 289, Conyers, GA 30012, Attn: Adrienne Brown.

F. Any and all Bids not meeting the aforementioned criteria for Bid submittal, may be declared non-responsive, and subsequently returned to the Bidder.

G. The Contractor, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:

1. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be

attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.

3. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____". Corporation seal shall also be affixed to the Bid.

4. The Bidder shall complete, execute and submit the following documents, which are attached to these Contract Documents:

   a. The Bid
   b. The Bid Bond
   c. Corporate Certificate, if the Bidder is a corporation
   d. Non-Collusion Affidavit of Prime Bidder
   e. Non-Collusion Affidavit of Sub-Contractor
   f. Contractor's Affidavit
   g. Sub-Contractor's Affidavit
   h. Affidavit Verifying Status for County Public Benefit Application
   i. Contractor's License Certification

1.04 METHOD OF BIDDING

A. Lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids will be subject to rejection. Conditional Bids will not be accepted. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

1.05 ADDENDA AND INTERPRETATIONS

A. No interpretation of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

B. Every request for such interpretation should be made in writing and emailed Adrienne Brown, Rockdale County Department of Finance, Purchasing Division, 981 Milstead Avenue, P.O. Box 289, Conyers, GA 30012, Attn: Adrienne Brown, and to be given consideration must be received at least fifteen (15) business days prior to the date fixed for opening Bids or as specified in the Invitation to Bid.

C. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be posted on Rockdale County's website www.rockdalecountyga.gov, Doing Business Here, Bid Opportunities, Current Bids. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

D. Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

1.06 BID SECURITY

A. Each Bid must be accompanied by a Bid Bond, prepared on the form of Bid Bond included herein or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety thereon a surety company authorized to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570, in the amount of 5 percent of the Bid. Attorneys-in-fact who sign Bonds must file with each Bond a currently dated copy of their power of attorney.

B. If for any reason whatsoever the successful Bidder withdraws from the competition after opening of the Bids, or if Bidder refuses to execute and deliver the Contract and Bonds required within 10 days after receipt of notice of the acceptance of Bid, the Owner may proceed to enforce the provisions of the Bid Bond.

1.07 RECEIPT AND OPENING OF BIDS

The Owner may consider a minor irregularity any Bid not prepared and submitted in accordance with the provisions hereof and may waive any minor irregularities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.

1.08 SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner.

1.09 CONDITIONS OF THE PROJECT

A. Each Bidder must be informed fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

B. The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution 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 an obligation to furnish all products and labor necessary to carry out the provisions of the Contract.

C. The Bidder shall notify the Owner of the date and time Bidder proposes to examine the location of the Project. The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. 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 examination of the site.

1.10 NOTICE OF SPECIAL CONDITIONS

A. If any special federal, state, county or city laws, municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project, enclosed, herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the most stringent requirement prevails.

1.11 OBLIGATION OF BIDDER

A. By submission of a Bid, each Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.

1.12 METHOD OF AWARD

A. The contract will be awarded to the lowest, responsive, responsible Bidder submitting the Bid which is in the best interest of the Owner as determined by the Owner.

B. The Bidder to whom the award is made will be notified. The Owner reserves the right to reject any and all Bids and to waive any minor irregularities in Bids received whenever such rejection or waiver is in the Owner's interest.

C. A responsive Bidder who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents, and who binds himself or herself on behalf of the Bid to the Owner with the proper Bid Bond completed and attached, and who properly completes all forms required to be completed and submitted at the time of the Bidding. The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result in the Bid being declared non-responsive.

D. Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for non-performance as covered in the Contract Documents, nor will the Bidder be exempted from any other legal recourse the Owner may elect to pursue.

END OF SECTION

SECTION 00422
CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This __ day of _____, 2026.

(Corporate Secretary) _____ (SEAL)

END OF SECTION

SECTION 00425
CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

Georgia Utility Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Printed: _____

Date: _____

END OF SECTION

SAMPLE AGREEMENT FOR THE WATER MAIN EXTENSION FOR ANNIE MITCHELL DRIVE, BETHEL ROAD, LESTER ROAD, MCCALLA ROAD, AND NORTH HIGHTOWER TRAIL

The County reserves the right to revise this agreement as it is a sample agreement

This Agreement entered into on this_____day of_____,2026, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 981 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and [CONTRACTOR NAME] a Georgia limited liability company, whose address is [CONTRACTOR'S ADDRESS] (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for the construction of the Honey Creek and Scott Creek Pump Stations and Force Mains; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **Services Provided by Contractor.**

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the Water Main Extension for Annie Mitchell Dr., Bethel Rd., Lester Rd., McCalla Rd., and N. Hightower Trail as described in the County's Invitation to Bid (ITB) 26-13 incorporated herein by reference, (hereinafter called "Work"), and Contractor's bid dated _____, attached hereto and made a part hereof (hereinafter called "Bid"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Water Resources Director or his designee and consistent with all Federal, State and local laws.

The Contract Documents, Bid Documents, Invitation to Bid, and drawings are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

2. **Fees and Compensation.**

(a) Contract Price: The Contract Price shall not exceed **_____ ($ _____)** and shall be the total amount payable by the County to the Contractor for the performance of the Work set forth in the Contract Documents, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. If there are unforeseen costs, there is a ten percent (10%) contingency of $_____. The County shall provide payment within thirty (30) days of receiving said undisputed invoice.

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

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

(b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:

(1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.

(2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

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

(c) Retention: The County will retain the following amounts from each properly certified estimate:

(1) Until the value of the Work completed, including stored materials, is at least 50 percent of the Contract amount, 5 percent of the value of all Work satisfactorily completed, including stored materials.

(2) When the value of the completed Work totals at least 50 percent of the Contract amount, the County will reduce the retainage to 5 percent of the value of Work completed, including stored materials provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5 percent of the Contract amount, adjusted for Change Orders, until the date of final payment.

(3) The County may elect to reinstate retention of 10 percent of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. No form of collateral in lieu of cash will be acceptable as retainage.

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

3. Effective Dates of Agreement.

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The terms of this Agreement shall be seven hundred thirty (275) calendar days from the Notice to Proceed, unless terminated by either party as detailed in section 13 of this Agreement.

The Contractor shall begin the Work no later than thirty (30) days after issuance of the Notice to Proceed and shall complete the Work no later than 275 calendar days after issuance of the Notice to Proceed, unless a time extension is authorized in writing by the County.

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of $100.00 for each calendar day that there is default of completing the Work within the time limit named herein. 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 County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to

complete the Work on time. Such liquidated damages referred to herein are intended to be 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.

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified
supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times 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 County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor 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 County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**

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

7. **Insurance and Bonds.**

The Contractor shall not commence any work under this Contract until all insurance (*with Blasting Operations coverage included)* and bonds, as stipulated in the Invitation to Bid, have been obtained and such insurance and bonds have been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance and bonds required of the subcontractor have been so obtained and approved by the Contractor.

8. **Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility 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, a complete identification of all those processes, equipment and operations to be affected and all other information the County may require. The Contractor shall provide any

equipment, piping, auxiliary power or other means necessary to sustain facility operations.

9. Protection of Work, Property and Persons.

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall 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 shall 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 l 07 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

(c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

(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 County, shall act to prevent threatened damage, injury or loss.

(e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize the impact of adverse weather.

10. Protection of the Environment.

(a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning, and grading operations.

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

(c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

11. Protection, Location and Relocation of Utilities.

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

12. Indemnification.

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

13. Termination of Agreement.

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

14. Notice.

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:	To the Contractor:
Rockdale County, Georgia	_____
Attn: Tina Malone	_____
981 Milstead Avenue	_____
Conyers, Georgia 30012	_____
Tina.malone@rockdalecountyga.gov	_____

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

15. Assignment.

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

16. Corporate Authority.

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver.**
No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability.**
If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation.**
Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction.**
The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-convenient and the right to challenge the venue of any court proceeding.

21. **Governing Law.**
This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

22. **Binding Effect.**
This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

23. Further Assurances.

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

24. Entire Agreement.

This Agreement, its attachments and essential documents (as provided in1 I above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

[CONTRACTOR'S NAME]

By: _____

Witness:

By: _____

ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS

By: _____
JaNice Van Ness, Chair & CEO

Attest:

By: _____
Jennifer Rutledge, Director/County Clerk

Approved as to Form:

By: _____
M. Qader A. Baig, County Attorney

TABLE OF CONTENTS

Article	Title
	General
1	Notice of Award
2	Execution of Contract Documents
3	Contract Security
4	Insurance
5	Indemnification
6	Notice to Proceed
7	Termination of Work for Default
8	Termination for Convenience of the Owner
9	Assignments
10	Subcontracting
11	Authority of the PM/CM
12	Separate Contracts
13	Laws and Regulations
14	Taxes
15	Notice and Service Thereof
16	Patents
17	Land and Rights-of-Way
18	Products
19	Supervision of Work
20	Interruption of Facility Operations
21	Protection of Work, Property and Persons
22	Protection of the Environment
23	Protection, Location and Relocation of Utilities
24	Schedules, Reports and Records
25	Drawings and Specifications
26	Surveys
27	Testing, Inspection and Rejection of Work
28	Contract Time and Liquidated Damages
29	Changes in the Contract
30	Payments and Completion

GENERAL: The provisions of these General Conditions are intended, but are not limited to, providing general conditions of agreement and provisions toward the awarding of the Contract, the obligations of the successful Bidder and requirements for execution and administration of the Contract. IN ANY EVENT, PROVISIONS IN THIS SECTION ARE SUBJECT TO AND GOVERNED BY PROVISIONS IN THE SUPPLEMENTARY CONDITIONS, AS APPLICABLE.

ARTICLE 1 - NOTICE OF AWARD OF CONTRACT

After receipt of Bids, the Owner shall notify the successful Bidder of the award of the Contract as stipulated in the Supplementary Conditions.

ARTICLE 2 - EXECUTION OF CONTRACT DOCUMENTS

Within 10 days of notification of Award of Contract, the Owner will furnish the Contractor with conformed copies of Contract Documents for execution by the Contractor and the surety.

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

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

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

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

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

ARTICLE 3 - CONTRACT SECURITY

The Contractor shall furnish separate Performance and Payment Bonds each in a sum equal to the amount of the Contract Price, the Performance Bond conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and the Payment Bond conditioned upon the prompt payment by the Contractor to all persons supplying labor and products in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State where the Project is located and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State where the Project is located or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall, within 10 days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety as may be satisfactory to the Owner. The premium on such Bond (or Bonds) shall be paid by the Contractor. No further progress payments

shall be deemed due, nor shall be made, until the new surety furnishes an acceptable Bond to the Owner. The person executing the Bond on behalf of the surety shall file with the Bond a general power of attorney, unlimited as to amount and type of Bond covered by such power of attorney and certified to by an official of said surety.

ARTICLE 4 - INSURANCE

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

ARTICLE 5 - INDEMNIFICATION

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

In any and all claims against the Owner, the PM/CM, the Designer, 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 worker's compensation acts, disability benefit acts or other employee benefits acts.

This indemnification and hold harmless obligation shall extend to cover any and all claims not covered by the Owner's Protective Liability Insurance, the requirements of which are specified in Article 4 of the Supplementary Conditions.

ARTICLE 6 - NOTICE TO PROCEED

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

ARTICLE 7 - TERMINATION OF WORK FOR DEFAULT

(a) The Work may be terminated if:

(1) The Contractor is adjudged bankrupt or insolvent.

(2) The Contractor makes a general assignment for the benefit of creditors.

(3) A trustee or receiver is appointed for the Contractor or for any of Contractor's property.

(4) The Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.

(5) The Contractor repeatedly fails to supply sufficient skilled workmen, materials or equipment.

(6) The Contractor fails to make satisfactory progress toward timely completion of the Work.

(7) The Contractor repeatedly fails to make prompt payments to subcontractors or material suppliers for labor, materials or equipment.

(8) The Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work.

(9) The Contractor fails to comply with directives of the PM/CM.

(10) The Contractor otherwise violates any provision of the Contract Documents.

(b) The Owner may, without prejudice to any other right or remedy and after giving the Contractor and surety a minimum of 10 days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all products thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor and/or surety shall pay the difference to the Owner. Such costs incurred by the Owner will be determined by the PM/CM and incorporated in a Change Order.

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

ARTICLE 8 - TERMINATION FOR CONVENIENCE OF THE OWNER

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

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

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

ARTICLE 9 - ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies 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 monies 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 under this Contract.

ARTICLE 10 – SUBCONTRACTING

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

(b) The Contractor shall utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are best performed by specialty subcontractors, as required by the Owner in the Owner's sole discretion, at no additional cost to the Owner.

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

(d) The Contractor shall be fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor shall be fully responsible to the Owner for the acts and omissions of independent contractors or independent subcontractors of the Contractor and of persons indirectly employed by the Contractor as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

(e) 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 as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

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

ARTICLE 11 - AUTHORITY OF THE PM/CM

The PM/CM will act as the Owner's representative during the construction period. The Owner will decide questions which may arise as to quality and acceptability of products furnished and Work

performed. The Owner will interpret the intent of the Contract Documents in a fair and unbiased manner. The PM/CM will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The PM/CM will judge as to the accuracy of quantities submitted by the Contractor in partial payment estimates which these quantities represent. The decisions of the PM/CM will be final and conclusive.

ARTICLE 12 - SEPARATE CONTRACTS

(a) The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their products and the execution of their work, and the Contractor and other contractors shall properly connect and coordinate their work with each other. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the PM/CM 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 Owner's own forces. The Contractor shall afford the Owner reasonable opportunity for the introduction and storage of products and the execution of work, and shall properly connect and coordinate Contractor's work with work performed by Owner's own forces.

(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 will be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves the Contractor in additional expense or entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim therefor as provided in Article 29.

ARTICLE 13 - LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable federal, state, county and city 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 fully informed of all laws, ordinances and regulations of the federal, state, county, city 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 herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall herewith report the same, in writing, to the Owner. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the Owner, the PM/CM, the Designer

and their agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by the Contractor's employees.

ARTICLE 14 - TAXES

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

ARTICLE 15 - NOTICE AND SERVICE THEREOF

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

(b) Any notice to or demand upon the Contractor will 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 delivered by the United States Mail in a sealed, postage-prepaid envelope, or delivered by facsimile transmission, followed by written confirmation, in each case addressed to such office.

(c) All papers required to be delivered to the Owner shall be delivered as stipulated in the Supplementary Conditions.

(d) Any such notice or demand shall be deemed to have been given to the Owner or made as of the time of actual delivery to Owner.

ARTICLE 16 - PATENTS

(a) The Contractor shall hold and save the Owner, the PM/CM, the Designer and their agents harmless from liability of any kind, including cost and expenses, reasonable attorney's fees, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Work, including its use by the Owner.

(b) If the Contractor uses any design, process, device or materials covered by letters, trademarks, patent or copyright, the Contractor shall provide for such use by suitable agreement between the Owner and the holder of such patented or copyrighted design, device or material. The Contract prices shall include royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Contractor and the Contractor's sureties shall indemnify and save harmless the Owner, the PM/CM, the Designer and their agents from claims for infringement by reason of the use of such patented or copyrighted design, process, device or materials or any trademark or copyright in connection with Work agreed to be performed under this Contract, and shall indemnify the Owner, the PM/CM, the Designer and their agents for any cost, expense, damage and reasonable attorney's fees which it may be obliged to pay by reason of such infringement, at any time during the prosecution of the Work or after completion of the Work.

ARTICLE 17 - LAND AND RIGHTS-OF-WAY

The Owner will provide, as indicated in the Contract Documents and prior to the Notice to Proceed, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine work and all associated activities to the easements and other areas designated for the Contractor's use. The

Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements.

If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of Contract Time and/or an equitable increase in the Contract Price to cover the Contractor's additional costs as a result thereof, provided the Owner is notified immediately of the claim. The Contractor's claim therefor shall be handled as provided for under Article 29.

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

Additional requirements shall be as stipulated in the Supplementary Conditions.

ARTICLE 18 - PRODUCTS

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

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

(c) Products shall be furnished in accordance with shop drawings and/or samples submitted by the Contractor and approved bythe Designer.

(d) Products to be incorporated into the Work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

ARTICLE 19 - SUPERVISION OF WORK

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times 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 PM/CM without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor 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 PM/CM, immediately remove any superintendent, foreman or workman whom the PM/CM or Owner may consider incompetent orundesirable.

ARTICLE 20 - INTERRUPTION OF FACILITY OPERATIONS

The Contractor shall provide the Owner with written notice at least five days prior to any interruption in facility 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.

Additional requirements, if any, shall be as stipulated in the Supplementary Conditions.

ARTICLE 21 - PROTECTION OF WORK, PROPERTY AND PERSONS

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall 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 shall 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). The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

(c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

(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 PM/CM or Owner, shall act to prevent threatened damage, injury or loss.

(e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

ARTICLE 22 - PROTECTION OF THE ENVIRONMENT

(a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work, and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

ARTICLE 23 - PROTECTION, LOCATION AND RELOCATION OF UTILITIES

The Contractor shall notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any proposed facility or pipeline, the Contractor shall expose all existing utilities true to their vertical and horizontal location, within the vicinity of the Work. In order to avoid conflicts between existing and proposed facilities or utilities, the Contractor shall either relocate the existing or proposed utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of proposed utilities, as approved by the Owner. No separate payment will be made for the relocation of existing utilities or for any work associated with the protection of existing facilities or utilities.

ARTICLE 24 - SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the Owner progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed as stipulated in the Supplementary Conditions.

ARTICLE 25 - DRAWINGS AND SPECIFICATIONS

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

The PM/CM will furnish the Contractor five copies of the Contract Documents, one copy of which the Contractor shall have available at all times on the Project site. Any additional copies will be furnished at additional cost.

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

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

Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the PM/CM, in writing, prior to the commencement of Work at the site. Failure of the Contractor to notify the PM/CM, in writing, of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under Article 29.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported in writing to the PM/CM. Any such ambiguity or need for clarification will be handled by the PM/CM, in writing, as authorized by Article 11. No clarification of the Drawings and

Specifications hereunder by the PM/CM will entitle the Contractor to any additional monies unless a Change Order has been processed as provided by Article 29 hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications, prior to a written report to the PM/CM, shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

ARTICLE 26 - SURVEYS

The Owner will furnish AutoCad files of the Construction Drawings to assist with construction layout of the Work. The County's benchmark information will be provided. From this information, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detailed surveys needed for construction, such as alignment, slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

ARTICLE 27 - TESTING, INSPECTION AND REJECTION OF WORK

(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; 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 or not the Work performed and products used are in accordance with the requirements and intent of the Specifications and Contract Documents. No Work shall be done or products used without suitable inspection by the Owner or the Owner's 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: The Resident Inspector will be authorized to inspect all Work done and all products furnished, including preparation, fabrication and manufacture of the products to be used, but the Resident Inspector will not be authorized to alter or waive any requirements of the 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 48 hours, the PM/CM will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor. All rejected products or Work shall be replaced with other products or Work which conforms with the Drawings and Specifications.

(e) Contractor's Responsibilities: Inspection of the Work will not relieve the Contractor of any obligations to fulfill the 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 actually defective.

ARTICLE 28 - CONTRACT TIME AND LIQUIDATED DAMAGES

The Contract Time and Liquidated Damages shall be defined in the Instructions to Bidders.

The Contractor shall 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 Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Work.

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

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

(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 of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,

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

ARTICLE 29 - 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. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

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

Should the Contractor encounter, or the Owner discover, during the progress of the Work, subsurface or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, or unknown conditions of an unusual nature

differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Drawings and Specifications, the Owner shall immediately be notified in writing of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions.

If the Owner finds that conditions do so materially differ, or are of an unusual nature, and upon written request of the Contractor, an equitable adjustment will be authorized by Change Order.

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

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

(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 for increase or decrease in the Contract Price will be determined by one or more of the following methods, in the order of precedence listed below:

(1) By estimating the number of unit quantities of each part of the Work which is changed (either increased or decreased) and then multiplying the estimated number of such unit quantities by the price Bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.

(2) The Owner will fix the total lump sum value of the change in the Work of the Contractor following the Contractor's submittal, within a reasonable time, of an estimate of the direct cost of the Work. The direct cost estimate will be added to, or deducted from, the Contract Price (which price will include the Contractor's overhead and profit as outlined below). If the Contractor does not submit a cost estimate of the Work in a reasonable time or if the Owner and Contractor do not reach agreement on the cost, the Owner may fix the total lump sum value at a reasonable amount. On any lump sum change which involves a net credit to the Owner, no allowance for overhead and profit will be figured.

(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 hereunder will only include an allowance for overhead and profit as outlined below.

For the Work performed in item (2) or (3) above, payment will be made for the documented actual direct cost of the following:

(aa) Labor, including foremen, for those hours they are assigned and participating in the Work covered by the change order (actual direct payroll cost of wages). The Contractor shall furnish, if required by the Owner, certified payrolls to verify wages. All labor related costs will be

included in a 30 percent markup of the cost of direct payroll wages. This refers to the Contractor's specific labor wages.

(bb) Material delivered and used on the designated Work, including sales tax, if paid for by the Contractor and as verified by original invoices or otherwise verifiable to the Owner's acceptance.

(cc) Rental, or ownership cost of equipment, including necessary transportation of equipment, having a purchase value in excess of $300.00. Rental or ownership cost will be allowed for only those hours during which the equipment is required on the project site. Cost allowances will not exceed the rates defined as follows: the hourly rate, for equipment not used exclusively in the change to the scope of work, will be the monthly rate, as printed in the current Rental Blue Book for Construction Equipment published by Dataquest, divided by 176; the rate, for equipment used exclusively for those tasks identified in the change to the scope of work, will be the daily, weekly or monthly rate, used singularly or in combination, which will provide the lowest total cost. The rates will be modified by the Rate Adjustment Table factors to reflect a depreciation allowance indexed to the year a machine was originally manufactured and sold. The rates will be adjusted to account for regional differences in annual use hours, cost of labor, freight, taxes, etc. The amount by which basic rates will be increased or decreased is shown on the adjustment maps included in the "Blue Book".

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

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

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

A fixed fee of 10 percent will be added to the subcontractor's Work for the Contractor's administrative handling of portions of the Work that are performed by an approved subcontractor. No additional fixed fee will be allowed for the Contractor's or a subcontractor's administrative handling of Work performed by a subcontractor's

subcontractor, unless by written permission from the Owner. All other costs not specifically listed above are considered to be included in the fixed fee.

(4) The Contractor shall, when required by the Owner, furnish the Owner with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered, in a printed format, and with sufficient detail as required by the Owner.

(c) Changes in Contract Time: The Contract Time may be changed only by a Change Order. Changes in the Work described in (a) and any other claim made by the Contractor for a change in the Contract Time will be evaluated by the Owner with the assistance and input of the PM/CM and if the conditions warrant, an appropriate adjustment of the Contract Time will be made.

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

ARTICLE 30 - PAYMENTS AND COMPLETION

(a) Contract Price: The Contract Price is a lump sum stated in the Contract Agreement, and is the total amount payable by the Owner to the Contractor for the performance of the Work set forth in the Contract Documents.

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

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

(b) Breakdown of Cost: Before the first application for payment the Contractor shall submit to the PM/CM a breakdown of cost for the various portions of the Work, including quantities if required by the PM/CM, aggregating the total Contract Price prepared in such form as specified or as the PM/CM and the Contractor may agree upon and supported by such data to substantiate its correctness as the PM/CM may reasonably require.

This schedule of values, when approved by the PM/CM, will be used only as a basis for the Contractor's application for payment; however, the payment schedule will correlate directly with the Overall Project Schedule (OPS) cost information, when applicable.

(c) Progress Payments: At the end of each calendar month, the Contractor shall submit to the PM/CM an itemized application for payment supported by such other substantiating data as the PM/CM may reasonably require covering Work completed through the 20th day of the month. Progress payments shall be submitted to the PM/CM no later than the 25th of the month. Any progress payment submitted by the Contractor after the 5th of the month will be included in the following month's payment.

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

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

(1) The products shall be received in a condition satisfactory for incorporation in the Work, including manufacturer's storage and installation instructions.

(2) The products shall be stored in accordance with the manufacturer's recommendations and in such manner that any and all manufacturer's warranties will be maintained and that they will not be damaged due to weather, construction operations or any other cause.

(3) An invoice from the manufacturer shall be furnished for each item on which payment is requested. The request may include reimbursement for cost of delivery, limited to common carrier rates, to the site, but will not include the Contractor handling, on or off site, or for storage expense.

(4) The Contractor shall, on request of the PM/CM, furnish written proof from the supplier of payment (less retention equal in percentage to that being retained by the Owner) for the products no later than 30 days after receipt of payment for same from the Owner.

(5) Shop drawings, product data and samples, showing "No Exceptions Taken", has been received from the Contractor for that specific equipment or material.

The Contractor warrants that title to all Work and products covered by an Application for Payment, whether incorporated into the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (except retention equal in percentage to that being retained by the Owner which may be withheld from suppliers and subcontractors to guarantee completion and performance).

(d) Certificate for Payment: If the Contractor has made application for payment as provided above, the PM/CM will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the PM/CM determines to be properly due, or the PM/CM will state, in writing, itemized and specific reasons for withholding a Certificate as provided herein.

After the PM/CM has issued a Certificate for Payment, the Owner will pay to the Contractor the amount covering Work completed plus stored products, less retention and less previous payments made.

No certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

(e) Retention: The Owner will retain the following amounts from each properly certified estimate:

(1) Until the value of the Work completed, including stored materials, is at least 50 percent of the Contract amount, 5 percent of the value of all Work satisfactorily completed, including stored materials.

(2) When the value of the completed Work totals at least 50 percent of the Contract amount, the Owner will discontinue retaining additional amounts provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5 percent of the Contract amount, adjusted for Change Orders, until the date of final payment.

(3) The Owner may elect to reinstate retention of 10 percent of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. Satisfactory progress is identified as conforming to the construction progress schedule as required in Article 24, as modified by the Supplementary Conditions. No form of collateral in lieu of cash will be acceptable as retainage. Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the Owner.

(f) Payments Withheld: The PM/CM may decline to approve an Application for Payment and may withhold certificate, in whole or in part, as may be necessary to protect the Owner from loss because of:

(1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.

(2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule. When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment. Completion and Final Acceptance shall be as stipulated in the Supplementary Conditions.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

GENERAL

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

ARTICLE 1 - NOTICE OF AWARD OF CONTRACT

Article 1 - Notice of Award of Contract, of the General Conditions, is hereby modified to include the following:

> Within 120 days after receipt of Bids, the Owner will 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 the mutual agreement between the Owner and the successful Bidder. If an award of Contract has not been made within 120 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.

ARTICLE 13 - LAWS AND REGULATIONS

Article 13 - Laws and Regulations, of the General Conditions is hereby modified to include the following:

Article 13, following first paragraph,

> Where professional engineering work is required in connection with any of the components required by the Contract, all Bidders and component suppliers must ensure that there is full compliance with all applicable laws of the state of Georgia and any other state governing professional engineering. The Owner and PM/CM do not warrant that the name of an entity listed as an acceptable manufacturer is or will be in compliance with said laws.

ARTICLE 15 - NOTICE AND SERVICE THEREOF

Article 15 - Notice and Service Thereof, of the General Conditions is hereby modified to include the following:

(c) All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Rockdale Water Resources Commissioners, 943 Court Street, Conyers, Georgia 30012, Attn: Oz Nesbitt, Chairman, Board of Commissioners.

Any notice to or demand upon the Owner shall be sufficiently given if delivered to the Office of said Chairman if delivered by the United States Mail in a sealed, postage-prepaid envelope, or delivered by facsimile transmission, followed by written confirmation, in each case addressed to said Chairman 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.

(e) The Contractor shall file all "Notices of Commencement" required for this Project in accordance with O.C.G.A. §44-14-361.5 et. seq. and §36-82-104 et. seq., as applicable. The Contractor shall respond to all requests for copies of a Notice of Commencement. Should the Owner or PM/CM receive such a request, this request will be forwarded to the Contractor for further handling. The name and address of the Owner shall be as stated in paragraph (c) of this Article. The name and general description of the Project shall be as stated in the Invitation to Bid.

ARTICLE 17 - LAND AND RIGHTS-OF-WAY

Article 17 - Lands and Rights-of-Way, of the General Conditions, is hereby modified to include the following:

No additional requirements.

ARTICLE 20 - INTERRUPTION OF FACILITY OPERATIONS

Article 20 - Interruption of Facility Operations, of the General Conditions, is hereby modified to include the following:

Interruption of water service to existing customers will not be permitted unless the Contractor has obtained prior approval from the Owner. The Owner/PM/CM shall be notified at least two weeks in advance and in writing, of the date, time and duration of such interruptions. No interruption of water service will be approved for a period of more than four (4) hours.

ARTICLE 24 - SCHEDULES, REPORTS AND RECORDS

Article 24 - Schedules, Reports and Records, of the General Conditions, is hereby modified to include the following:

(a) 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 as stipulated in the various sections of these Specifications.

(b) Immediately after execution of the Contract by the Owner, and before the first partial payment is made, 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 subdivisions of work 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.

(c) An updated schedule and an updated Schedule of Submittals shall be presented with each partial payment request. Lack of an updated schedule and/or an updated Schedule of Submittals will delay processing of the pay request until receipt of the updated schedule and/or an updated Schedule of Submittals.

(d) If the schedule reflects a completion date prior to the completion date established by the Contract Agreement, this shall afford no basis to claim for delay should the Contractor not complete the Work prior to the projected completion date. Instead all "float" between the completion date in the Contractor's schedule and the completion date established in the Contract Agreement shall belong to and be exclusively available to the Owner. Should a

change order be executed with a revised completion date, the progress schedule shall be revised to reflect the new completion date.

(e) The Contractor shall maintain on the Project site, a complete set of up-to-date Record Documents.

(f) Project Coordination Meetings: The General Contractor shall participate in Project Coordination Meetings to be held on the site monthly, or more often if conditions warrant, to establish the current state of completion and revise the schedule as necessary. The Project Coordination Meeting will be conducted by the PM/CM.

(g) Contractor's Responsibilities

(1) Implement the detailed Near Term Schedule of activities to the fullest extent possible between Project Coordination Meetings.

(2) The Contractor shall prepare and provide one copy of the Contractor's Daily Report to the PM/CM by 10:00 a.m. of the day following the Report date. This Daily Report will contain, as a minimum, the weather conditions; number of workers by craft, including supervision and management personnel on site; active and inactive equipment on site; work accomplished by CPM activity item; problems; and visitors to the jobsite.

(3) If a current activity or series of activities on the OPS is behind schedule and if the late status is not due to an excusable delay for which a time extension would be forthcoming, the Contractor shall attempt to reschedule the activity to be consistent with the Overall Project Schedule so as not to delay any of the Contract milestones. The Contractor agrees that:

a) The Contractor shall attempt to expedite the activity completion so as to have it agree with the OPS. Such measures as the Contractor may choose shall be made explicit during the Project Coordination Meeting.

b) If, within two weeks of identification of such behind-schedule activity, the

c) Contractor is not successful in restoring the activity to an on schedule status, the Contractor shall:

i. Carry out the activity with the scheduled crew on an overtime basis until the activity is complete or back on schedule.

ii. Increase the crew size or add shifts so the activity can be completed as scheduled.

iii. Commit to overtime or increased crew sizes for subsequent activities, or some combination of the above as deemed suitable by the PM/CM.

These actions shall be taken at no increase in the Contract amount.

(4) Maintain a current copy of all construction schedules on prominent display in the Contractor's field office at the Project site.

(5) Cooperate with the Owner or Owner's representative in all aspects of the Project Scheduling System. Failure to implement the Project Scheduling System or to provide specified schedules, diagrams and reports, or to implement actions to re-establish progress consistent with the OPS may be causes for withholding of payment.

ARTICLE 30 - PAYMENTS AND COMPLETION

Article 30 - Payments and Completion, of the General Conditions, is hereby modified to include the following:

(g) Completion: ALL WORK REQUIRED BY THE CONTRACT DOCUMENTS, CONTRACT DRAWINGS AND SPECIFICATIONS MUST BE COMPLETED BEFORE THE FINAL INSPECTION IS PERFORMED. This includes, but is not limited to, the following:

(1) Performing tests as described in the detailed Specifications.

(2) Removing temporary plugs, bulkheads, bypasses, etc., and diverting flow into the facility when approved by the PM/CM.

(3) Grassing and restoration of the work area.

Upon completion of all work required, the Contractor shall submit completed Record Drawings to the PM/CM and request, in writing, that the final inspection be performed. The PM/CM will arrange for final inspection of the work by the Owner and Designer. If the PM/CM finds the work of the Contractor complete and acceptable in accordance with the provisions of the Contract Documents and that the Record Drawings accurately depict the complete work, PM/CM will recommend to the Owner that the job be accepted and that final payment be made.

In the event that the final inspection reveals deficiencies in meeting the Contract requirements, the Contractor shall complete all remaining items of work, and make adjustments found to be necessary. Upon receipt of written notice from the Contractor that the work is complete and ready for re-inspection, the PM/CM will arrange a 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 warranty 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 work have been paid. If requested by the PM/CM, the Contractor shall provide release of lien documentation from subcontractors or suppliers.

Final payment will not be made if there is disputed indebtedness or if there are liens upon the property.

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

(1) The Owner will 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 payables, materials bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

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

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

(h) Prompt Payment Clause

(1) Owner and Contractor agree that all partial payments and final payments shall be subject to the Georgia Prompt Pay Act, as originally enacted and amended, and as set forth in O.C.G.A. §§ 13-11-1 through 13-11-11, except as provided below to the extent authorized by law:

a) Interest Rate: For purposes of computing interest on late payments, the rate of interest shall be one-half percent per month or a pro-rata fraction thereof on the unpaid balance as may be due.

b) Payment Periods:

1. When the Contractor has performed in accordance with the provisions of these Contract Documents, the Owner shall pay the Contractor within 45 days of receipt by the Owner or the Owner's representative of any properly completed Application for Payment, based upon work completed or service provided pursuant to the terms of these Contract Documents.

2. When a subcontractor has performed in accordance with the provisions of its subcontract and the subcontract conditions precedent to payment have been satisfied, the Contractor shall pay to that subcontractor and each subcontractor shall pay to its subcontractor, within ten days of receipt by the Contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractors work and materials based on work completed or service provided under the subcontract, less retainage expressed as a percentage, but such retainage shall not exceed that retainage being held by the Owner, provided that the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work as the Contractor in its reasonable discretion may require, including but not limited to a payment and performance bond.

c) Interest on Late Payment: Except as otherwise provided in these Contract Documents and/or in O.C.G.A. § 13-11-5, if a periodic or final payment to the Contractor is delayed by more than the time allotted in

Paragraph b. of this Prompt Payment Clause or if a periodic or final payment to a subcontractor is delayed more than ten days after receipt of periodic or final payment by the Contractor or subcontractor, the Owner, Contractor, or subcontractor, as the case may be, shall pay interest to its Contractor, or subcontractor beginning on the day following the due dates as provided in Paragraph b. of this Prompt Payment Clause at the rate of interest as provided herein. Interest shall be computed per month or a pro-rata fraction thereof on the unpaid balance. There shall be no compounded interest. No interest is due unless the person or entity being charged interest receives "Notice" as provided in Paragraph d. of this Prompt Payment Clause. Acceptance of progress payments or final payment shall release all claims for interest on said payments.

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

1. A short and concise statement that interest is due pursuant to the provisions of the Georgia Prompt Pay Act and this Prompt Payment Clause;
2. The principal amount of the periodic or final payment which is allegedly due to the charging party; and
3. The first day and date upon which the charging party alleges that said interest will begin to accrue, pursuant to the provisions of the Georgia Prompt Pay Act and this Prompt Payment Clause.

These "Notice" provisions are of the essence; therefore, failure to comply with any requirement as set forth in this Prompt Payment Clause precludes the right to interest on any alleged late payment to which said "Notice" would otherwise apply.

(2) Integration with the Georgia Prompt Pay Act: Unless otherwise provided in these Contract Documents, the parties hereto agree that these provisions of this Prompt Payment Clause supersede and control all provisions of the Georgia Prompt Pay Act (O.C.G.A. §§ 13-11-1 through 13-11-11 (1994)), as originally enacted and as amended, and that any dispute arising between the parties hereto as to whether or not the provisions of this contract or the Georgia Prompt Pay Act control will be resolved in favor of these Contract Documents and itsterms.

END OF SECTION